

**Proceedings
of the
County Board**

**Organization Meeting
December 4, 2000**

and

**Regular Meeting
December 19, 2000**

**McLean County,
Illinois**



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December 4, 2000

The newly elected Members who were elected at the General Election on November 7, 2000, were given the Oath of Office by Honorable Judge Ronald C. Dozier and were seated as Members of the County Board of McLean County.

Those elected were:

<u>District#</u>	<u>Name</u>
1	Joseph W. Sommer
2	W. Bill Emmett
3	Diane R. Bostic
4	Susie Johnson
5	Ray Rodman
6	George J. Gordon
6	David F. W. Selzer
7	P. A. "Sue" Berglund
8	Paul Segobiano
9	Gene Salch
10	Benjamin Owens

The Reorganization Meeting of the County Board was then held at 9:00 a.m. in the Law and Justice Center, 104 W. Front Street, Room 700, Bloomington, Illinois.

County Clerk, Peggy Ann Milton, called the Meeting to order.

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

Members Sorensen/Berglund moved the roll for the December 4, 2000, Reorganization Meeting be called in alphabetical order beginning with Member Sommer who voted second in the previous month's meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Clerk Milton called the roll.

The following Members were present:

Members Joseph Sommer, Matt Sorensen, Michael Sweeney, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Benjamin Owens, Jack Pokorney, Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, and David Selzer.

No Members were absent.

Clerk Milton called for nominations for a Temporary Chairman of the County Board. Member Salch/Rodman moved to nominate Jack Pokorney as Temporary Chairman of the County Board. No other nominations were made.

Members Segobiano/Bostic moved that nominations be closed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Renner moved that ten votes would be required to win in both the Chairman's election and the Vice-Chairman's election; that an alphabetical, roll call order vote, starting with Joseph Sommer, be taken where the Members state the name of the candidate they are voting for; and other rules required for the election default to "Robert's Rules of Order" and previously intact McLean County Board Rules. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Temporary Chairman Pokorney then called for nominations for Chairman of the McLean County Board. Members Rodman/Bostic moved the County Board nominate Member Salch as Chairman.

Member Sommer/Berglund moved the County Board nominate Member Sweeney as Chairman.

Members Rodman/Renner moved that nominations be closed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Kinzinger moved the County Board approve the personal privilege of asking questions of the candidates before voting. Members Kinzinger/Berglund moved the County Board accept an Amended Motion to ask the nominees whom they have chosen as Committee Chairmen.

Clerk Milton shows the roll call vote on the Amended Motion as follows: Sommer-no, Sorensen-yes, Sweeney-no, Arnold-yes, Bass-yes, Berglund-yes, Bostic-no, Emmett-no, Gordon-no, Hoselton-no, Johnson-no, Kinzinger-yes, Owens-no, Pokorney-no, Renner-yes, Rodman-no, Salch-no, Segobiano-no, and Selzer-no. Motion defeated thirteen to six.

Member Sorensen/Kinzinger withdrew the Motion.

Member Sommer/Renner moved the County Board proceed with the election. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Clerk Milton shows the roll call vote for Chairman as follows: Sommer-Sweeney, Sorensen-Sweeney, Sweeney-Sweeney, Arnold-Sweeney, Bass-Salch, Berglund-Sweeney, Bostic-Salch, Emmett-Salch, Gordon-Sweeney, Hoselton-Sweeney,

Johnson-Salch, Kinzinger-Sweeney, Owens-Salch, Pokorney-Sweeney, Renner-Sweeney, Rodman-Salch, Salch-Salch, Segobiano-Salch, Selzer-Salch. The vote is ten to nine in favor of Sweeney.

Chairman Sweeney thanked the Board.

Chairman Sweeney called for nominations for Vice-Chairman of the County Board. Members Sorensen/Renner moved to nominate Member Sommer as Vice-Chairman of the County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sweeney proposed the Board dissolve the Human Services Committee and the Legislative Committee as shown on page 9, Section 5.15-1 of the McLean County Board Rules. Members Renner/Pokorney moved the County Board approve the amendment to the Rules of the County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Hoselton/Kinzinger moved the County Board accept the Amended Rules of the County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The Amended Rules of the County Board of McLean County are as follows:

RULES OF THE COUNTY BOARD
OF MCLEAN COUNTY

PREAMBLE

The members of the County Board of McLean County, Illinois wish to individually and collectively express their expectation and intent that all Board members follow a high standard of ethical behavior in exercising their duties, responsibilities and judgment as Board members. All members of the McLean County Board shall:

1. Strive to handle County affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and constitution.
2. Strive to faithfully perform all duties as Board members by studying Board issues and by attending all sessions of the Board and assigned Committees, unless prevented from so doing by a compelling reason.
3. Strive to avoid participation in any action which would result in a conflict of personal interest with County responsibility.
4. Strive to refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees.
5. Strive to respect the confidentiality of privileged information.
6. Strive to refrain from accepting gifts, favors or promises of future benefit which could tend to impair independence of judgment or action as a Board member.

The following rules shall govern the County Board of McLean County, Illinois.

5.10 APPLICABLE FEDERAL AND STATE LAWS. The McLean County Board in carrying out its duties and responsibilities shall be governed by all applicable federal and state laws and regulations.

5.11 ORGANIZATION AND OFFICERS

5.11-1 Initial Meeting and Election of Officers

(A) In years of County Board elections, the initial meeting of the County Board (hereinafter called the "Board") shall be on the first Monday in December. The

County Clerk shall call the meeting to order and preside during the election of a Temporary Chairman. A vote of the majority of the members of the Board shall be required for the election of a Temporary Chairman. The Chairman and Vice Chairman shall be elected to a two-year term. A vote of a majority of the members of the Board shall be required for election of Chairman and Vice Chairman. All votes shall be publicly recorded. The Board may adopt such other rules as may be necessary to conduct said election.

(B) If, in the event, the Board is unable to meet on the first Monday in December in years following a County Board election, then at least one-third of the members of the Board may request a special meeting of the Board for the purpose of electing officers as provided in Section 5.11-1 (a). Such request shall be in writing, addressed to the County Clerk, and specifying the time and place of said meeting. The County Clerk shall then transmit notice immediately as provided by statute.

5.11-2 General Powers of Chairman. The Chairman shall preside at all meetings of the Board and the Executive Committee. The Chairman shall conduct the business of the meeting in the order prescribed in these rules. The Chairman shall have general powers to recognize members entitled to the floor; to state and to put to a vote all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; to announce the results thereof; to protect the Board from all frivolous or dilatory action; to decide all questions of order, subject to an appeal to the Board; in case of disturbances, breach of decorum, or disorderly conduct, to take action pursuant to Section 5.14-12, to assist in expediting the business of the Board and to perform all other duties prescribed by law or by action of the Board. In case of the absence of the Chairman or at the request of the Chairman, the Vice Chairman shall serve as the Chairman at meetings of the Board and Executive Committee. In case of the absence of the Chairman and the Vice Chairman at any meeting, the Clerk shall convene the meeting and the members present shall choose one of their members as temporary Chairman.

5.11-3 Appointment of Standing Committees. The Chairman shall appoint the members of all standing committees not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board. Members of standing committees shall serve for two years. The first member named shall be Chairman and the second named shall be Vice Chairman. In case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof. When a vacancy has been created on a Committee of the Board, the Chairman of the Board shall have the authority to fill the vacancy by shifting a Board Member from another committee, providing the affected Board Member gives consent. Chairmen of standing committees shall serve as members of the Executive Committee, including the Vice Chairman of the Board when not Chairman of a standing Committee. The Chairman of the Board shall appoint the members of all standing and special subcommittees of the Executive

Committee subject to the approval of the Executive Committee.

5.11-4 Clerk of the Board. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board. The Clerk shall be the keeper of the records and the minutes of the Board and its committees and shall be in attendance at all meetings of the Board.

5.11-4.1 Minutes of Closed Meetings or Sessions. Minutes of any closed meeting or session held pursuant to Sections 5.14-11 and 5.15-3(C) shall be reviewed at least semi-annually by the Board for continued confidentiality in accordance with the Illinois Open Meetings Act.

5.11-5 Parliamentarian. The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board. ~~and~~ Upon request of the Chairman, the Parliamentarian shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of "Roberts Rules of Order, Revised" shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

5.11-6 Appointment Policy Other Than Board Vacancies. Appointments of officers and/or members to various Boards, Councils, Commissions, Special Authorities, Special Districts, and other agencies shall be made according to law.

5.11-7 Procedure for Filling Board Vacancies. When a vacancy in the office of Board Member occurs, the procedure for filling such vacancy shall be as follows:

(A) When such vacancy occurs, the Chairman shall fix the date upon which the appointment to fill the vacancy shall be made, said appointment to be made at a regular Board meeting not later than sixty days after the vacancy occurs.

(B) Written applications and resumes must be submitted to the office of the County Administrator by 12:00 Noon of the Monday prior to the regularly scheduled meeting of the Executive Committee in the month in which the appointment is to be made. No applications will be considered unless they have been so submitted and signed by the applicant. The County Administrator shall screen all applications for eligibility and shall mail copies of all applications of all eligible candidates to all Board Members with their packets prior to the Board meeting.

(C) Any applicant must be a resident of the Board District in which the vacancy exists and must meet all the qualifications for holding public office. Each applicant must provide evidence of membership in the same political party as the person whom the applicant proposes to succeed.

(D) At the regular Board meeting, all eligible applicants will be invited to address the

Board. An appointment will then be made by the Chairman subject to the approval of the Board. All voting regarding the appointment shall be by publicly recorded vote.

5.12 MEETINGS

5.12-1 Regular Meetings. Regular meetings shall be held monthly on the third Tuesday of each month except when other meeting dates are designated. An annual schedule of meetings shall be published and made available to all members and other interested persons.

5.12-2 Special Meetings. Special meetings of the Board shall be held when requested by at least one-third of the members of the Board. The requests shall be in writing, addressed to the Clerk and specify the time, place and the nature of matters to be considered. The Clerk shall notify each member of the time and place of such meeting by ordinary mail and shall also cause notice of such meeting to be published in a newspaper published in McLean County.

5.12-3 Meeting Time and Place. All regular meetings of the Board shall commence at 9:00 A.M. unless otherwise agreed to by a majority of the members of the Board, in a place designated by the Board Chairman. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

5.12-4 Agenda Preparation. The Chairman, in consultation with the Administrator, shall prepare an agenda for each regular meeting, listing the order of business in as much detail as is sufficient for identification, and shall file the agenda with the Clerk. The agenda shall include a "consent agenda" which shall include all matters that are to come before the Board that in the opinion of the Chairman will be of routine nature.

Amended 8-18-92

5.12-5 Resolutions, Reports and Communications. Any committee Chairman, any elected or appointed County official or any other person who desires to present any ordinance, resolution, report or communication to the Board shall deliver a copy of same to the Administrator by the sixth business day prior to the Board meeting. A copy to be presented to the Board for action shall be delivered to the State's Attorney at the same time, unless it was prepared by the State's Attorney. Matters which are frequently adopted by the Board in the same form except as to certain detail, such as Highway resolutions, need not be so filed with the Administrator or furnished to the State's Attorney. Furthermore, failure to comply with this rule will not prohibit an ordinance, resolution, report or communication from being considered by the Board.

5.12-6 Agenda Mailing. At least five days before each regular meeting, the Clerk shall send to each member, the following documents:

- (A) Agenda for the next meeting.
- (B) Minutes of the previous meeting.
- (C) Resolutions, ordinances and written reports to come before the Board at the next meeting, which have been filed with the Board Office.
- (D) All committee minutes filed with the Clerk since the previous meeting.
- (E) All other material that in the opinion of the Chairman or Administrator will be of interest to Members.

5.12-7 Resolutions of Congratulations

Any Board member who desires to have the Board adopt a Resolution of Congratulations in recognition to an individual, group achievement, and/or community special event shall forward the Resolution (or the information to be included in the Resolution) to the Administrator's Office one week prior to the Board meeting. The Administrator shall include all such Resolutions on the Consent Agenda of the Board meeting.

In lieu of a formal Resolution of Congratulations, a Board member may move that the Board Chairman prepare a letter of congratulations in recognition of an individual, group achievement and/or community special event. The Administrator shall include all such letters on the Consent Agenda of the next regularly scheduled Board meeting.

5.13 ORDER OF BUSINESS. The order of business before the Board shall be as follows, unless otherwise determined by action of the Board:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Call of Roll
5. Approval of the Proceedings of the County Board
6. Appearance by members of the public and County employees
7. Consent Agenda
 - (A) Highway Department

- (B) Building and Zoning
 - (C) Transfer Ordinances
 - (D) Resolutions, ordinances, reports and communications from elected and appointed County Officials
 - (E) Appointments
 - (F) Approval of Resolutions of Congratulations and Commendation
8. Reports of Standing Committees
 - (A) Reports of Special Committees
 9. Report of County Administrator
 10. Other Business and Communications
 11. Approval of Bills
 12. Adjournment

5.14 PROCEDURE AT MEETINGS

5.14-1 Quorum. A majority of the members of the Board shall constitute a quorum.

5.14-1.1 General Voting. Unless otherwise expressly provided, any action taken by the Board or any Committee shall only require the affirmative vote of the majority of the members present and voting.

5.14-2 Roll Call Vote. A roll call vote of the Board shall be taken by a "yes" or "no" or "present" vote on the following matters:

- (A) Appropriation and tax levy ordinances.
- (B) Any other matter required by law.
- (C) Upon any other matters, when announced by the Chairman or requested by any member, providing such request is made before another item of business has been taken up by the Board.

The Clerk, on a roll call, shall call the names of the members of the Board in alphabetical

order, with the first name called each month being the second name called the previous month, except that the Chairman shall be last called last. The Chairman shall be required to vote only when the vote of the Board results in a tie. The Chairman may vote at any time if the intention to vote is announced prior to voting. In any action requiring a roll call vote, if any member asks for and receives unanimous consent of the members present for the Clerk to show all members present as voting in favor of such action, the Clerk shall show and record such vote accordingly.

A member who has voted "yes" or "no" or "present" on a roll call vote shall not be allowed to change that vote on the matter under consideration. A member not voting when called upon by the Clerk will be presumed absent and will not be allowed to cast a vote on the matter under consideration.

5.14-3 Recognition

(A) Every member previous to speaking or making a motion shall rise and respectfully address the Chairman, be recognized before speaking, and address only the issue under consideration at that time by the Board.

(B) When two or more members arise at the same time, the Chairman shall recognize the member who is to speak first.

(C) No person shall speak more than once nor more than five minutes on the same matter without permission from the Chairman.

(D) A member called to order by the Chairman shall immediately be seated. If there is no appeal, the decision of the Chairman shall be final.

5.14-4 Motion to Adjourn A motion to adjourn shall always be in order and shall be decided without debate, unless a question of the time to adjourn shall occur.

5.14-5 Reconsideration. An action may be reconsidered at any time during the meeting or at the next meeting held thereafter. A motion to reconsider shall {must} be made and seconded by members of the Board who voted on the prevailing side of the question to be reconsidered.

5.14-6 Second Required. No motion shall be debated or put to a vote unless it is seconded. It shall then be stated by the Chairman before debate or vote and every motion shall be reduced to writing when requested by the Chairman or any member.

5.14-7 Appearance by Non-Members

(A) Any member may request that a County Officer or employee, or other persons,

be permitted to appear before the Board on matters of County business, and such request shall be granted by the Chairman unless there is objection by any member, in which event Board action will be required to overrule the Chairman.

(B) All requests by non-members of the Board for appearance before the Board shall be made to the Administrator, in writing with the subject matter stated, not less than five working days before the next scheduled Board meeting. Such appearance with regard to any particular topic shall be limited to a time not to exceed three minutes for each individual, five minutes for a representative spokesman of a group and fifteen minutes total. The Chairman may act to prevent repetition or digression, to maintain decorum and to exclude discussion of matters which have had a previous public hearing conducted according to law, discussion of matters where public comment would interfere with the due process of law or discussion of matters which would be in direct conflict with restrictions placed upon the Board by other applicable law.

5.14-8 Request for Legal Opinions. Requests to the State's Attorney on questions of law shall be submitted in writing by any standing committee established by Section 5.16 of these rules or by the Chairman of the Board. The Chairman and Vice Chairman of the Board and members of the Executive Committee shall receive copies of such requests. Said copies shall also be included in materials distributed to members of the Board as provided in Section 5.12-6 of these rules prior to the next meeting of the Board unless such request originated after said materials have been distributed, in which case such copies shall be distributed at the beginning of the meeting. Any member of the Board desiring an advisory opinion on a matter within the jurisdiction of a standing committee shall submit such request to the appropriate standing committee. If unsuccessful before a standing committee, a member may then take such request in the form of a motion at any meeting of the Board which shall be granted upon approval by a majority of the members of the Board.

5.14-9 Suspension of Rules. Any of these rules may be temporarily suspended by action of the Board. Immediately upon the termination of the business arising out of the event for which the rules were suspended, these rules shall again be in effect without vote of the Board.

5.14-10 Consent Agenda. All matters on the Consent Agenda that are not removed will be voted on by one roll call vote. An item shall be removed from the Consent Agenda upon the oral request of any member of the Board made prior to the vote. Any matter taken off of the Consent Agenda shall be considered at the time of the standing committee report to which it pertains.

5.14-11 Closed Meeting or Session. Any closed meeting or closed session held by the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act. Neither the news media nor the general public shall be allowed to record the proceedings of any said closed meeting or closed session.

5.14-12 Decorum. During the proceedings of the County Board, decorum shall be maintained at all times by members, interested parties, the public and the media. The Chairman shall be authorized to take appropriate action to maintain said decorum. Decorum during the proceedings of all committee meetings shall be maintained at all times by members, interested parties, the public and the media. The Committee Chairman shall be authorized to take appropriate action to maintain said decorum.

5.15 COMMITTEES - NUMBER, DESIGNATION AND MEMBERSHIP

5.15-1 There shall be ~~eight~~ six (6) Standing Committees:

(A) The Executive Committee of nine members (~~eight members if the Vice Chairman of the Board is also Chairman of a standing committee~~) with the membership consisting of the Chairman and the Vice Chairman of the Board and the Chairman of the other standing committees and not more than three (3) members of the Board appointed as at-large members of the Committee by the County Board Chairman. (Amended 12-4-2000)

(B) The Finance Committee, ~~Human Services Committee~~, Justice Committee, Land Use and Development Committee, ~~Legislative Committee~~, Property Committee, and Transportation Committee of up to six members each at the discretion of the Chairman. (Amended 12-4-2000)

5.15-2 Each Board Member shall serve on two or more standing committees, with the Chairman of the Board being an ex-officio member of all standing committees. The Chairman's attendance at a committee meeting shall be counted when determining if a quorum is present; however, such attendance shall not increase the number of members constituting a quorum.

5.15-2.1 Recording of Votes. If any action does not require a roll call vote under Section 5.14-2, any member may request the Clerk to record a vote made by said member in the minutes.

5.15-3 Alternate Members and Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned.

(A) An alternate member may be appointed to each standing committee by the Chairman of the Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and shall have all the privileges and duties of a regular member while so serving.

(B) Board Members may attend and have access to minutes resulting from any open

or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

5.15-4 Subcommittees of Standing Committees

(A) Subcommittees of the Executive Committee. There shall be two standing subcommittees of the Executive Committee: the Liquor Control Commission and the Rules Subcommittee, appointed by the Chairman. In addition, the Chairman may create and appoint up to six members to such subcommittees and advisory groups deemed necessary from time to time to more efficiently accomplish the business of the committee. Membership of any subcommittee of the Executive Committee shall consist of Board members but shall not be restricted to members of the Executive Committee. Membership of any advisory group shall not be restricted to Board Members. Except as otherwise provided by statute or ordinance, such subcommittees shall report to the Executive Committee.

(Amended 12-18-90)

(B) Subcommittees of Other Standing Committees. The Chairman of any standing committee may create such subcommittees of his committee as may be necessary from time to time to more efficiently accomplish the business of such standing committee. Appointments to such subcommittees shall be made by the committee Chairman and shall be restricted to members of the standing committee. Except as otherwise provided by statute or ordinance, such subcommittees shall report to their standing committee.

5.16 COMMITTEES-GENERAL FUNCTIONS AND RESPONSIBILITIES OF ALL COMMITTEES

(A) With the aid of the Administrator, Auditor, Treasurer and Executive Committee, to keep informed concerning appropriations and budget for activities under the purview of the Committee and to help keep expenditures within the budget.

(B) To keep written minutes and to report regularly to the Board the substance of all meetings.

(C) To file minutes of all committee meetings with the Administrator's Office, which shall then be filed with the County Clerk, prior to the next regularly scheduled meeting.

(D) To submit to the County Board for consideration all policies and procedures as recommended by the Committee.

(E) To act on all matters referred to the Committee by the Chairman of the Board or by the Board itself, in addition to duties otherwise prescribed.

(F) To review all requests originated by a Department Head under its oversight for staffing changes which require amendment of the Authorized Positions Resolution and to submit any comments it deems appropriate to the Finance Committee.

(G) To keep informed with regard to activities of a department which is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another committee.

(H) Committees shall take final action only on those matters authorized herein or by ordinance, resolution or policy adopted by the Board.

(I) A Committee shall allow non-members to appear before it when such appearance is appropriate and does not violate due process of law. A request for such appearance shall be directed to the Administrator in writing with the subject matter stated at least five working days in advance of the meeting. The Committee shall have the right to set reasonable time limits, prevent unruly conduct and require groups to be represented by one spokesman.

(J) The regular Committee meeting dates and times shall be set by the Committee Chairman after consultation with the Committee members.

(K) Each Committee Chairman shall require the Administrator or the Administrator's designee to prepare and mail an agenda to all Committee members in advance of a regularly scheduled meetings.

(L) A majority of the members of a Committee shall constitute a quorum.

5.17 COMMITTEES - FUNCTIONS AND RESPONSIBILITIES OF SPECIFIC COMMITTEES

In addition to the general duties otherwise prescribed, the individual Committees shall have the functions, responsibilities, and areas of jurisdiction and overview as set forth in this section.

5.17-1 Executive Committee

(A) To provide general direction for all Board programs, business, planning and policy-making functions and to review the reports of Board Committees.

- (B) To exercise general supervision of the administration of all Board affairs, the Administrator's Office, and Information Services Department.
- (C) To act in an advisory capacity to the Chairman of the Board.
- (D) To review and make recommendations for changes in Committee organization and scope and in rules as may be deemed necessary.
- (E) To be responsible for the general overview of, and coordination with, all "Ad-Hoc" Committees, task force and other like organizations as their activities relate to County business, unless specifically under the jurisdiction of another Standing Committee.
- (F) To be responsible for all matters concerning the employment and activities of all consultants, both paid and unpaid, unless specifically under the jurisdiction of another Standing Committee.
- (G) To review and make recommendations to the Board on salaries and compensation of elected and appointed officials; and to be responsible for the performance evaluation of the County Administrator.
- (H) To be responsible for all relationships with other units of government and for all intergovernmental agreements unless specifically under the jurisdiction of another Standing Committee.
- (I) To exercise general supervision over all matters relating to the codification of County ordinances and resolutions.
- (J) To exercise general supervision over any federal or state entitlement programs for which the Board has a responsibility.
- (K) To make recommendations on all emergency appropriations, transfer ordinances, and any transfers from the Contingent Account in all Funds.
- (L) To prepare and submit an annual Budget Policy Resolution to the Board for its approval.
- (M) To direct the County Administrator to prepare, recommend and submit to the appropriate oversight Committees each year a five year capital improvement program. The five year capital improvement program shall be updated annually by the County Administrator as a part of the budget process.

(N) To receive the proposed annual operating and annual capital improvements budgets for each of the departments of County government as recommended by the respective oversight committees; and to study, review and adjust such departmental budget requests in order to accommodate budgetary priorities and fiscal constraints. To then direct the County Administrator to consolidate these adjusted budget requests into a Proposed Budget and Appropriation Ordinance and a Proposed Tax Levy Ordinance which shall be submitted to the Board, with the Executive Committee's recommendation, in accordance with the Statutes of the State of Illinois.

(O) To serve as liaison in the Board's relationship with external boards and Commissions with which the Board may have a working relationship.

(P) To be generally responsible for the County's interest in all matters concerned with Federal and State legislation.

(Q) To develop an annual legislative program of primary County legislative concerns; and said program to be adopted by the County Board in January of each Fiscal Year.

(R) To engage in a review of all legislation affecting the County which has been introduced in the General Assembly.

(S) To take action consistent with the best interests of the County on proposed or pending legislation at all stages.

(T) To take action consistent with the best interests of the County, on existing and proposed rules and regulations issued by agencies of the United States of the State of Illinois.

(U) To be responsible for County government public relations and information matters. (Amended 12/4/2000)

5.17-1.1 Liquor Control Commission

(A) To be responsible for all matters upon which the Commission may be required to act under the regulations of the Liquor Control Ordinance.

(B) To review and recommend appropriate amendments to such ordinances as may be deemed necessary.

5.17-1.2 Rules Subcommittee

(A) To periodically review the rules of the Board and recommend revisions

deemed necessary and appropriate.

(B) To receive and consider proposals for changes in the rules of the Board and make appropriate recommendations.

5.17-2 Finance Committee

(A) To exercise continuous review of the overall tax cycle from the initial assessment of property through the tax collection.

(B) To exercise continuous review of revenues and expenditures, and to identify new or alternative revenue sources for the County.

(C) To review and make recommendations to the Board with respect to purchasing and contracting policies and procedures.

(D) To exercise continuous review of the integrated financial management and the accounting and fiscal operations policies.

(E) To serve as the oversight committee for the office of Supervisor of Assessments.

(F) To serve as the oversight committee for the Auditor, Recorder, Treasurer, County Clerk, Superintendent of the McLean-DeWitt-Livingston Education Service Region and Bloomington Board of Election Commissioners.

(G) To be responsible for fiscal instruments.

(H) To recommend to the Board a public accounting firm to conduct an annual audit of all funds and accounts of the County.

(I) To be responsible for the County's Risk Management Program including insurance matters.

(J) Upon completion of each fiscal year's annual audit, to review and recommend the Comprehensive Annual Financial Report and the Annual County Financial Report to the Board for its acceptance prior to their submission to the Illinois State Comptroller.

(K) To review the outside auditor's management letter, request departmental responses to same, and make recommendations to the Board and the various oversight committees.

(L) To exercise general supervision over all collective bargaining agreements, employee benefits, and entitlement and recommend changes to the Board.

(M) To exercise general supervision over the administration of the Position Classification Schedule and the Salary Schedules.

(N) To prepare and make recommendations to the Board with respect to the Personnel Policies and Procedures Ordinance.

(O) To consider all requests for compensation changes or reclassification and make a recommendation to the Board, as may be provided in the Personnel Policies and Procedures Ordinance.

(P) To consider all requests for staffing changes which require amendment to the Funded Full-time Positions Resolution and make a recommendation to the Board.

(Q) To serve as the oversight Committee for the County Nursing Home and recommend policies and programs for the Nursing Home administration.

(R) To aid in the coordination of public health activities of the County and to prepare plans and policies for County participation in physical and mental health programs and make appropriate recommendations to the Board.

(S) To serve as liaison in the Board's relationship with the Board of Health, T.B. Care and Treatment Board, Persons with Developmental Disabilities Board, and any other County physical and mental health service.

(T) To exercise general supervision over the Animal Control Program.

(U) To exercise general supervision over matters which are assigned by Section 5.17-9 herein to this Committee with regard to County buildings and grounds. (Amended 12/4/2000)

5.17-3 Legislative Committee

~~(A) To be generally responsible for the County's interest in all matters concerned with Federal and State legislation.~~

~~(B) To develop an annual legislative program of primary County legislative concerns; and said program to be adopted by the County Board in January of each Fiscal Year.~~

~~(C) To engage in a review of all legislation affecting the County which has been~~

~~introduced in the General Assembly.~~

~~(D) — To take action consistent with the best interests of the County on proposed or pending legislation at all stages.~~

~~(E) — To take action consistent with the best interests of the County, on existing and proposed rules and regulations issued by agencies of the United States of the State of Illinois.~~

~~(F) — To be responsible for County government public relations and information matters. (Amended 12/4/2000)~~

5.17-3 Justice Committee

(A) To serve as the oversight committee for the Sheriff, Circuit Clerk, Circuit Court (11th Judicial Circuit), Coroner, Court Services, State's Attorney, Public Defender, Jury Commission and the Sheriff's Office Merit Commission.

(B) To serve as the oversight committee for the Emergency Services and Disaster Agency and the McLean County Rescue Squad.

(C) To exercise general supervision over matters which are assigned by Section 5.17-9 herein to this Committee with regard to County buildings and grounds.

(D) To exercise general supervision over fireworks licensing.

5.17-4 Transportation Committee

(A) To serve as the oversight Committee for the County Highway Department.

(B) To exercise general supervision over all bridge, road and right-of-way matters under the jurisdiction of the County; over the acquisition and disposition of County Highway equipment and materials.

(C) To recommend to the Board approval of contracts for all highway work for which the County is responsible.

(D) To exercise general supervision over the letting of bids and right-of-way acquisitions relating to County Highways or the County Highway Department.

(E) To provide the Board with long range plans for the highways in the County, including those to be undertaken by the County and those planned jointly with other political units.

(F) To exercise general supervision over matters which are assigned by Section 5.17-9 herein to this committee with regard to the buildings and grounds at the County Highway Complex.

5.17-6 Human Services Committee

~~(A) To serve as the oversight Committee for the County Nursing Home and recommend policies and programs for the Nursing Home administration.~~

~~(B) To aid in the coordination of public health activities of the County and to prepare plans and policies for County participation in physical and mental health programs and make appropriate recommendations to the Board.~~

~~(C) To serve as liaison in the Board's relationship with the Board of Health, T.B. Care and Treatment Board, Persons with Developmental Disabilities Board, and any other County physical and mental health service.~~

~~(D) To exercise general supervision over the Animal Control Program.~~

~~(E) To exercise general supervision over matters which are assigned by Section 5.17-9 herein to this Committee with regard to County buildings and grounds. (Amended 12/4/2000)~~

5.17-5 Property Committee

(A) To serve as the oversight Committee for the Department of Parks and Recreation and to prepare plans and policies for County participation in recreational facilities and programs and make appropriate recommendations to the Board.

(B) To coordinate with appropriate standing committees and the Public Building Commission in planning for any remodeling and expansion of the Law and Justice Center.

(C) To prepare, in cooperation with the Public Building Commission and the State's Attorney, procedures for transferring title to the Law and Justice Center to the County.

(D) To prepare recommendations for methods of financing operations and maintenance of the Law and Justice Center at such time as title is transferred to McLean County.

(E) To exercise general supervision over matters which are assigned by Section

5.17-9 herein to this Committee with regard to the County buildings and grounds.

5.17-6 Land Use and Development Committee

(A) To serve as the oversight Committee for the Department of Building and Zoning and to handle all matters upon which the McLean County Zoning Ordinance requires action by a Committee of the Board.

(B) To exercise general supervision over matters concerning maps, plats and subdivisions and to conduct public hearings and handle all other matters upon which the Land Subdivision Ordinance of McLean County, Illinois requires action by a Committee of the Board.

(C) In cooperation with the Director of Building and Zoning, to review and recommend environment, zoning, building, subdivision, mobile home and nuisance ordinances and resolutions and recommend any necessary changes to the Board.

(D) To act as liaison between the Board and the McLean County Regional Planning Commission, Zoning Board of Appeals, Soil Conservation and Cooperative Extension Services and with other agricultural organizations.

(E) In cooperation with the appropriate agencies to recommend for adoption of a long-range comprehensive plan or portion thereof for the use of land, for protection of the environment and to coordinate economic development.

(F) To exercise general supervision over all licensing activities including raffles, massage parlors, and racetracks.

(G) To act as members of the McLean County Regional Pollution Control Site Hearing Committee and to hold public hearings and to make recommendations to the Board on all matters pursuant to that authority.

5.18 POLICY AND GUIDELINES ON TRAVEL FOR COUNTY BOARD MEMBERS ATTENDING NATIONAL AND REGIONAL CONFERENCES

5.18-1 The County Board shall limit the number of Board members who attend a National or Regional Conference to seven members per year, excluding the Chairman of the County Board. The County Board shall permit any Board member serving on a NACo Steering Committee to attend one Steering Committee meeting per year in addition to the NACo Annual Conference.

5.18-2 The County Board shall establish a three year rotation of Board members in order to permit each Board member to attend at least one conference over a three year period.

5.18-3 County Board members shall be permitted to request approval to attend a National or Regional Conference other than the NACo Conference or the UCCI Conference. A Board member interested in attending such a conference should submit this request to the Board Chairman. In the event the County Board Chairman denies the request of the Board member to attend such a conference, the Board member shall be able to petition the County Board for approval.

5.18-4 All travel arrangements for County Board members, elected officials, appointed department heads and employees attending a National Conference shall be made through the County Administrator's Office.

5.18-5 Whenever a County Board member attends a National or Regional Conference, the Board member shall be required to prepare either a written report or an oral report to be presented to the appropriate oversight Committee or the County Board.
As amended July 18, 1995

5.19 POLICY AND GUIDELINES ON RECOGNIZING, NAMING AND DEDICATING COUNTY FACILITIES, ROADS AND HIGHWAYS

5.19-1 The following process of approval shall be established to recognize, name and dedicate County facilities, roads and highways:

(A) The request shall be presented to the appropriate Oversight Committee of the County Board for the Committee's review and approval.

(B) The recommendation of the Oversight Committee shall be presented to the Executive Committee for review and approval.

(C) Upon approval of the Executive Committee, the recommendation to recognize, name and dedicate County facilities, roads and highways shall be presented to the County Board for review and approval.

As amended July 18, 1995

5.20 AMENDMENT OF RULES. Amendment of these rules require the affirmative vote of a majority of the members of the Board. Any proposed amendment shall be voted upon only if it is distributed in writing to the members at least five days before the meeting at which the amendment is presented to the Board for adoption.

5.21 MISCELLANEOUS PROVISIONS

5.21-1 Any appropriate document shall be placed on file among the records of the Board of

a committee, as the case may be, by direction of the Chairman. Minutes of the Board or a committee shall be approved at the direction of the Chairman after opportunity is given for correction, addition or deletion. Such action shall be reflected in the minutes of that meeting.

5.21-2 There shall not be any smoking allowed at (in) any convened meeting of the Board or at any committee meeting of the Board.

5.22 SEVERABILITY. The provisions and sections of these rules shall be deemed to be separable and the invalidity of any portion of these rules shall not affect the validity of the remainder.

5.23 REPEAL. Any Rules of the County Board of McLean County, Illinois, adopted prior to the effective date of these rules are hereby repealed.

5.24 EFFECTIVE DATE. These Rules shall become effective immediately upon and after their adoption, and shall remain in effect until the first Monday in December, ~~2000~~ 2002.
(Amended 12/4/2000)

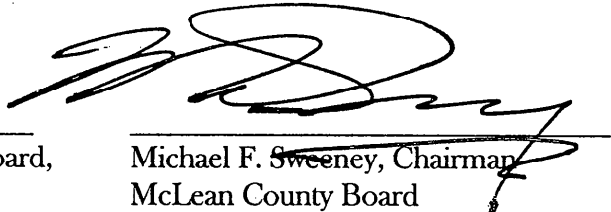
ADOPTED by the McLean County Board this 4th day of December, 2000.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

OTHER BUSINESS AND COMMUNICATION:

Ms. Nancy Stevens sincerely thanked the Board for the support they gave John over the past decade. She also thanked the Board for their support of her family over the past difficult weeks. The Board made a presentation to Ms. Stevens.

Chairman Sweeney stated the Committee assignments for new Members would be made at the December 19, 2000 Board Meeting. He also stated the Executive Committee would be meeting on December 12, 2000 regarding the Stone Ridge Dairy Farm. He urged all Members of the Board to attend to discuss the eight criteria that have to be met by the proposed Dairy Farm.

Chairman Sweeney reminded the Board all applications to fill the vacancy in County Board District 10 must be in the Administrator's Office by noon on December 11, 2000. Chairman Sweeney said all applicants will be invited to speak to the Executive Committee on December 12, 2000. Chairman Sweeney said he will then ask the Executive Committee for feedback on each candidate.

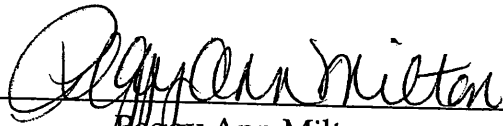
Chairman Sweeney told the Board the Minutes of the Executive Sessions of all Committees for the past eight years will be reviewed by the State's Attorney's Office in order to release the information not acted on to the public. Member Sommer questioned what information would be released. Chairman Sweeney responded the information the State's Attorney's Office says should be available to the public will be released. Chairman Sweeney then stated the Board will vote on whether to release the information in the January 16, 2000 meeting.

Member Ruud stated that the County Board is not required to open closed minutes. He said the Board is required to review closed minutes to determine whether they should remain closed. Mr. Ruud stated he is doing his best to have the information ready by the January Meeting.

Chairman Sweeney noted if the County Board goes into Executive Session, the Recording Secretary would be Peggy Ann Milton.

Chairman Sweeney adjourned the meeting until Tuesday, December 19, 2000, 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois.


Michael Sweeney
McLean County Board Chairman


Peggy Ann Milton
McLean County Board Clerk

State of Illinois)
) ss.
County of McLean)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at their Organization Meeting of December 4, 2000, and as the same appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29 day of December 2000.


Peggy Ann Milton, McLean County Clerk

December 19, 2000

The McLean County Board met on Tuesday, December 19, 2000 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members, Matt Sorensen, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Benjamin Owens, Jack Pokorney, *Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, and Joseph Sommer.

*Late

No Members were absent.

Proceedings of November Meeting:

The Proceedings of the November 21, 2000 meeting had been submitted to each Member of the County Board prior to this meeting. Members Segobiano/Berglund moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, Engineer

RESOLUTIONS:

- a) Request for Approval of a Resolution Appropriating Motor Fuel Tax Funds for 2001 Maintenance
- b) Request for Approval of a Resolution Setting the Annual Salary and Reimbursable Expenses for the County Engineer

ORDINANCES:

- a) Request for Approval of an Ordinance for the Establishment of an Altered Speed Zone

B. Building & Zoning - Charles Wunder, Director

Zoning Cases:

NONE

Subdivision Cases:

NONE

C. Transfer Ordinances

- a) Information Services
- b) County Clerk

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

1) Property Committee

- a) Request for Approval of Vendors for Janitorial and Paper Supplies for McLean County - McLean County Nursing Home

2) Justice Committee

- a) Request for Award for Chemical Agents for Jail Laundry and Dish Machine to Ecolab - Sheriff's Department
- b) Request for Award of Contract for Radio Maintenance to Innotech Communications for a period of 2 years - Sheriff's Department
- c) Request for Approval of Contract for McLean County Jail Chaplain - Sheriff's Department

- d) Request for Approval of Letter of Understanding Between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties, McLean County Jail Education Program - Sheriff's Department
- e) Request for Approval to Award Bid for Purchase of 8 vehicles for use by the McLean County Sheriff's Department - Sheriff's Department
- f) Request for Approval of Maintenance Agreement Between the McLean County Sheriff's Department and Paxton's, Inc. for the maintenance of 4 IBM typewriters - Sheriff's Department
- g) Request for Approval of Renewal Contract for Physician Services at the Adult Detention Center - Correctional Health Services Department
- h) Request for Approval of Renewal Contract for provision of Mental Health Services by the McLean County Center for Human Services at the Adult Detention Center - Correctional Health Services Department

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

APPOINTMENTS:

McLean County Regional Planning Commission
 Ms. Janet Smith
 c/o McLean County Regional Planning Commission
 211 West Jefferson
 Bloomington, Illinois 61701
 Appointed to Fill a Three Year Term to Expire
 on December 31, 2003
 Representing Bloomington School District 87

REAPPOINTMENTS

NONE

RESIGNATIONS:

NONE

F. Approval of Resolutions of Congratulations and Commendation



**Illinois Department
of Transportation**

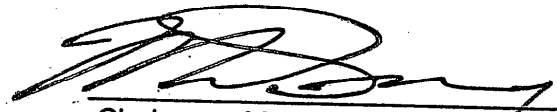
County Maintenance Resolution

RESOLVED, by the County board of McLean County, that \$1,450,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2001, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

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


Chairman, McLean County Board

APPROVED

STATE OF ILLINOIS

McLean County, } ss.

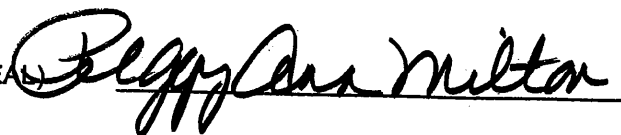
I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Monthly

meeting held at Bloomington, Illinois

on December 19, 2000
Date

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 19 day of December A.D. 2000

(SEAL)  County Clerk.

Date

Department of Transportation

District Engineer

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

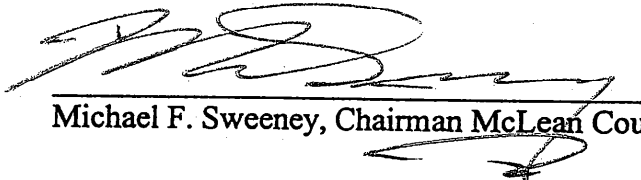
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$82,409.00 per year for January 1, 2001 thru December 31, 2001 and his traveling, instruction and schooling, and conference expenses are estimated at \$7,000.00 per year

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Eighty-nine thousand, four hundred and nine dollars (\$89,409.00) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2001 thru December 31, 2001.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Ottawa, IL.

Approved by the County Board on December 19, 2000.


Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN

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 monthly meeting held at Bloomington, Illinois on December 19, 2000.

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 19 day of December, A.D. 2000.

[SEAL]


County Clerk

ORDINANCE OF THE COUNTY BOARD
OF
McLEAN COUNTY

AN ORDINANCE FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE

IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code is greater than that considered reasonable and proper on the following described highway:


Alexander Road, beginning at Six Points road and extending in a northerly direction to Maple Grove Estates for a total of 1350 feet. For which Bloomington Township has jurisdiction and maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation or the Illinois State Toll Highway Authority; and

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this Board has caused to be made an engineering and traffic investigation upon the above described highway; and

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that the reasonable and proper absolute maximum speed limit upon this highway shall be thirty-five (35) miles per hour; and

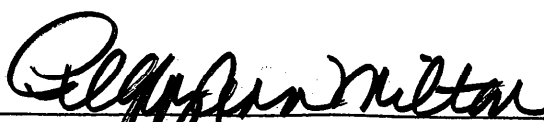
BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits. Said signs shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control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

Adopted this 19th day of December 2000.



Chairman, McLean County Board

ATTEST:



Peggy Ann Milford, County Clerk

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2000
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

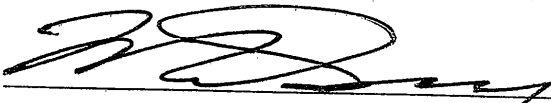
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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

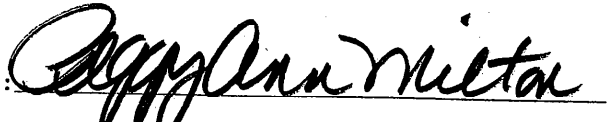
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0833 0004	PURCHASE/COMP. SOFTWARE	70,000.00		0833 0003 LEASE/PUR.COMPUTER EQUIP.	70,000.00-
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD				
	PGM 0001 LEGISLATION & POLICY				
0760 0001	CONTINGENT	5,265.00			
		75,265.00			
		=====			70,000.00-
Finance Committee					
	FUND 0001 DEPARTMENT 0005 COUNTY CLERK			0503 0001 FULL-TIME EMPLOYEES SAL.	4,918.00-
	PGM 0006 ELECTIONS			0599 0002 EMPLOYEE MEDICAL/LIFE INS	347.00-
					5,265.00-
					=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 19TH DAY OF DECEMBER , 2000



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



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

Bloomington, Illinois 61702-2400

Gary C. Riss
Chairman

December 19, 2000

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Nursing Home to approve the consolidated vendor bid list for the janitorial and paper supplies for fiscal year 2001 for McLean County.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Gary C. Riss
Dr. Robert L. Arnold

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

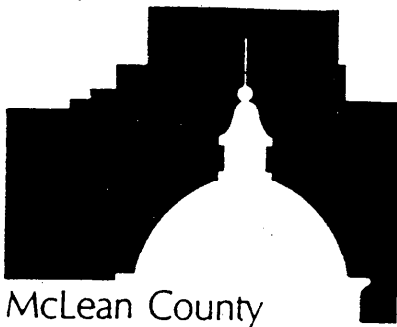
District #6
Georg
Bill Anderson

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
John S. "Jack" Moran
John N. Stevens



McLean County

NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

DATE:

TO: Chairman and Members of the Property Committee

FROM: Sharon VanNote, Director of Domestic Service

RE: 2001 Approved Vendor List for Janitorial & Paper Supply

According to my analysis of the janitorial & paper quotations, I would recommend that the following vendor list be approved for the year 2001.

MILLER JANITORIAL SUPPLY - Janitorial
Daryl Miller - 452-8396

polypropylene broom	6.58 ea
Wet mop handle - LBI60, Lagasse	3.87 ea
Mop bucket with casters	71.84 combo
folding floor sign	17.44 ea
stripping pads ETC 13"	8.95 cs
toilet bowl swabs	.61 ea
Air freshner Spartan Air Lift	51.04 cs
Sponges, 6 3/8 x 3 5/8	.44 ea
Brillo pads 15 to box	34.88 bx
Synthetic scouring pads	18.35 cs
Cleaner all purpose SD-20	30.12 cs
Floor sealer - Spartan Terra Glaze	59.47- 5 gal
Germicidal Cleaner - HDQ	50.27- 5 gal
Germicidal Cleaner - DMQ	27.86- 5 gal

LORENZ WHOLESALE - Janitorial
Rick Thompson 1-217-234-3677

Dust mop heads 3 1/2" trim 36" spread-Haste-#E336	5.48 ea
Dust mop heads 3 1/2" trim 24" spread-Haste-#324	3.93 ea
Dust mop heads 3 1/2" trim 18" spread-Haste-#E318	3.50 ea
Carpet spot remover - Claire #C861	44.35 cs
10 qt pails Impact #5502	2.75 ea
Cleaner All purpose - Franklin Compare	21.07-5 gal
Liquid Creme Comet Cleaner	21.47 cs
Ice Melt 100 lbs	18.32

34

LORENZ WHOLESALE - Paper

20 X 13 X 39 liners	#BK3339	
23 x 17 x 46 liners	#RB11	11.34 cs
22 x 14 x 58 liners	#R1BLS584	12.71 cs
Paper towels 9 1/2 x 9 1/2 multifold	#G.P. MK5308	10.39 cs
Paper towel Household	#G.P. HB1990	12.30 cs
Napkins 13 x 13	#G.P. L3141	16.50 cs
Napkins 8 x 13.5 Disp.	#G.P. D30525	24.16 cs
5 oz bowls	#THI0004	22.95 cs
12 oz bowls	DART RWWG	18.36 cs
Forks	SOLO	16.50 cs
Spoons	SOLO	6.99 cs
Knives	SOLO	6.99 cs
Cling Film 18 x 2000	Reynolds 914	6.99 cs
Aluminum foil 18 x 1000	Reynolds 615 RW	14.51 bx
7 oz cups	SOLO	33.17 bx
8 oz cups stryofoam	Dart 8J8	53.20 cs
22 x 16 x 58 liners	LWLS 60X	10.64 cs
		10.39 cs

CENTRAL SUPPLY - Janitorial

James Gillibrand - 828-5081 Ext. 206

Dust mop treatment	Hiltreat 1048	
Wet mop handle	#620	20.50 cs
13" blue scrubbing pads		5.95 ea
Sanitary napkins		6.00 cs
Tampons		39.00 cs
Hand soap refills	Hillyard 380	59.00 cs
Pipe opener		27.00 cs
Drain plungers		42.00 cs
Stainless steel cleaner		4.00 ea
Lambs wool duster		23.00 cs
Spic & Span		4.50 ea
Furniture polish	Old English	50.00 cs
Counter brush		23.06 cs
Window brush	Bru 8410	4.00 ea
Fly spray		8.43 ea
Wasp, bee & hornet killer	- Hillyard 104954	25.00 cs
Neutralizer	Hillyard #831	29.00 cs
Bowl cleaner	Hillyard Mild bowl	29.00 cs
Glass cleaner	Hillyard	19.00 cs
		19.00 cs

CENTRAL SUPPLY - Paper

15 x 9 x 33 liner	Pitt 2410B	7.95 cs
15 x 9 x 23 liner	Pitt 2410B	7.95 cs
Paper towel brown flat	Encore 4835	12.75 cs
Paper towel 9 x 600	Tork Encore 4872-6602 CP	24.75 cs
1 ply toliet tissue	Encore 10001 T	32.40 cs
2 ply toliet tissue	Encore 50002 TS	24.00 cs
JRT jumbo toliet tissue	Encore 10002 JT	20.50 cs

NORD - Janitorial

Curt Nord - 663-9066

Dust pan		
Window squeegee 18"	Ettore	1.98 ea
Replacement blade 18"	Ettore	7.98 ea
		1.32 ea

JAN MASTER - Janitorial
Todd Hooker - 1-800-624-6160

20 oz cotton mop head	Case of 6	52.79
24 oz Rayon mop head	Case of 6	56.67
Spray bottles		.40 ea
Spray triggers		.59 ea
Superthane floor wax		55.12-5 gal
Floor stripper		30.64-5 gal



McLean County

McLEAN COUNTY BOARD

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

Bloomington, Illinois 61702-2400

Gary C. Riss
Chairman

December 19, 2000

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Center, 370 Wabasha Street, North, St. Paul, Minnesota.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Haselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney P.A. "Sue" Berglund	District #9 Gene Salch Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Gary C. Riss Dr. Robert L. Arnold	District #6 George J. Gordon Bill Anderson	District #8 Paul R. Segobiano Tari Renner	District #10 John S. "Jack" Moran John N. Stevens

RECEIVED

October 30, 2000

NOV 7 - 2000

CONTRACT SALES
ST. PAUL

**INSTRUCTIONS TO BIDDERS
CHEMICAL AGENTS FOR JAIL LAUNDRY AND DISH MACHINE**

PURCHASERS

Purchaser is the McLean County Sheriff's Department, Room 105, Law & Justice Center, 104 W. Front St., Bloomington, IL 61702-2400.

BID PROCEDURES

All quotes shall be prepared on bid forms supplied by the Sheriff's Department. The bids shall be mailed to the McLean County Administrator's Office in a sealed envelope marked as follows:

"Chemical agents for the jail laundry and dish machine"
The name and address of the bidder shall appear in the upper left hand corner of the sealed envelope.

The envelope shall be delivered to:

**The McLean County Administrators Office
Law & Justice Center
104 W. Front St.
Bloomington, IL 61702-2400**

Quotes will be accepted until 2:00 p.m., November 27, 2000, at which time, all quotes will be opened and evaluated in room 703 of the McLean County Law and Justice Center, 104 W. Front, Bloomington, IL. The Sheriff will evaluate the quotes and successful bidder will be notified. All bidders will be required to conduct an on-site inspection on one of the following days: November 20, 21, 22, 2000. Bidders are to contact Tom Phares, Jail Operations Supervisor at (309)888-5036 or 888-5068 to schedule the on-site inspection of the facility.

QUOTES ON SPECIFICATIONS

Bidders having questions on specifications or any portion of the bid procedure should contact Tom Phares, Jail Operations Supervisor at (309)888-5036 or 888-5068. Hours are Monday through Friday, 8:30 a.m. to 4:30 p.m. Pursuant to section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy Resolution, the Sheriff will award or reject quotes as so stated in the policy.

CHEMICAL AGENT SPECIFICATIONS

McLean County is requesting quotes for the following chemical agents:

- A. **Liquid laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer/Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid - Low Temperature Dishmachine Detergent:** Low-energy detergent to be formulated with alkalinity levels designed for optimum performance of service wear.
- D. **Liquid - Low Temperature Dishmachine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition, it must control foam.
- E. **Liquid - Low Temperature Dishmachine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. All chemical agents should be stored in 5 gallon containers. Containers must have the capability of being connected to the washing machine and dishmachine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for upkeep of low-temperature energy mizer brand dishmachine and chemical dispensers for washing machine.
- H. All quotes will include a full product specification sheet. Also, material data safety sheet shall accompany all quotes.
- I. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.

- J. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- K. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing a 50 pound Milnor washing machine. Vendor will also be required to supply enough chemical agent to effectively clean an average of 200 10 x 14 1/2 trays, 6 oz. cups, bowls, and service wear 3 times daily.
- L. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31, 2001.)

BID FORM

	UNIT SIZE / UNIT PRICE	AUTO DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED
Liquid Laundry Detergent	Ecolab Inc. 15420 Tri-Star Glo 5 gal 53.00	yes		3.5 pails	yes
Liquid Laundry Destainer/ Bleach	Ecolab Inc. 15982 Tri-Star Destainer 5 gal 34.50	yes		2.5 pails	yes
Liquid Low- Temp Dish Machine Detergent 5	Ecolab Inc. 14514 H.D. Eco-Klene gal. 50.50	yes	yes	1.5 pails	yes
Liquid Low- Temp Dish Machine Rinse	Ecolab Inc. 15172 Ultra Dry 5 gal. 75.00	yes	yes	5 gals.	yes
Liquid Low- Temp Dish Machine Sanitizer	Ecolab Inc. 13961 Ultra San 5 gal. 30.50	yes	yes	2.5 gals	yes
Liquid Delimer	Ecolab Inc. 12021 Lime-A-Way 4/1 gal/case 33.50	yes	yes	.5 gals	yes

*Place a check in the block that applies to your bid.

Name of Company Submitting Bid: Ecolab Inc.

Name of Authorized Agent: Ron Christoffersen

Date of Bid Offer: 11/21/00

Company Telephone Number: 800-352-5326x2362

Total Bid Price for Chemicals: 5,303.25

Additional Comments: Total based on annual consumption

Signature of Authorized Agent:



BIDFORM.SMT



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

Gary C. Riss
Chairman
Bloomington, Illinois 61702-2400

December 19, 2000

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the contract for radio maintenance to Innotech Communications, Bloomington, Illinois. Your JUSTICE COMMITTEE herewith further recommends that a two (2) year contract be awarded to Innotech Communications.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Heselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney P.A. "Sue" Berglund	District #9 Gene Salch Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Gary C. Riss Dr. Robert L. Arnold	District #6 George J. Gordon Bill Anderson	District #8 Paul R. Segobiano Tari Renner	District #10 John S. "Jack" Moran John N. Stevens

Radio Maintenance Bid

Flat Rate

Section I Equipment – 24-hour service. The equipment listed below shall be serviced on an on-call basis 24 hours per day, 365 days per year, at the owner's location. **The proposed monthly maintenance cost for Section I equipment is \$125.00**

<u>Qty</u>	<u>Description</u>
2	Motorola VHF control base
1	EF Johnson 800 MHz control base

Section II Equipment – Regular Business Hours Service. The equipment listed below shall be serviced during regular business hours at our location. Maintenance excludes batteries, antennas and cases. **The proposed monthly maintenance cost for Section II equipment is \$1,424.00**

<u>Qty</u>	<u>Description</u>
30	Motorola VHF mobiles
29	EF Johnson 800 MHz mobiles
16	Motorola VRM 600 data radio
51	EF Johnson 800 MHz portables
52	Motorola VHF portables
53	EF Johnson single unit chargers
1	EF Johnson multi unit charger
52	EF Johnson speaker-microphone
28	Motorola single unit charger
18	Motorola speaker-microphone
2	Motorola multi unit charger

Radio Maintenance Bid

Time and Material

Section I Equipment – 24-hour service. The equipment listed below shall be serviced on an on-call basis 24 hours per day, 365 days per year, at the owner's location. **The repair rate during normal business hours is \$72.50 per hour, the overtime rate is \$108.75 per hour.**

<u>Qty</u>	<u>Description</u>
2	Motorola VHF control base
1	EF Johnson 800 MHz control base

Section II Equipment – Regular Business Hours Service. The equipment listed below shall be serviced during regular business hours at Innotech's location. Maintenance excludes batteries, antennas and cases. **The repair rate during normal business hours is \$60.00 per hour, the overtime rate is \$90.00 per hour.**

<u>Qty</u>	<u>Description</u>
30	Motorola VHF mobiles
29	EF Johnson 800 MHz mobiles
16	Motorola VRM 600 data radio
51	EF Johnson 800 MHz portables
52	Motorola VHF portables
53	EF Johnson single unit chargers
1	EF Johnson multi unit charger
52	EF Johnson speaker-microphone
28	Motorola single unit charger
18	Motorola speaker-microphone
2	Motorola multi unit charger

Radio Maintenance Bid

Installation and Removals

<u>Radio</u>	<u>Removal Cost</u>	<u>Installation Cost</u>
Motorola Syntor	\$50.00	\$150.00
Motorola MaxTrac	\$50.00	\$150.00
Motorola MaraTrac	\$50.00	\$150.00
Motorola Radius	\$50.00	\$150.00
EF Johnson 9754	\$50.00	\$150.00
EF Johnson 9755	\$50.00	\$150.00
Motorola VRM 600	\$50.00	\$150.00

Bid Sheet

VENDOR NAME: Innotech Communications

I EQUIPMENT - 24 HOURS SERVICE
 overtime or emergency call out fee's

	Per Month	\$125.00	Time & Material
			\$72.50 per hour
		N/A	\$108.75 per hour

II EQUIPMENT - REGULAR BUSINESS HOURS
 overtime or emergency call out fee's

	Per Month	\$1424.00	Time & Material
			\$60.00 per hour
		\$90.00 per hour	\$90.00 per hour

III INSTALLATION / REMOVAL - PER UNIT

	INSTALL	REMOVAL
Motorola Mobile radio	\$150.00	\$50.00
E.F. Johnson mobile radio	\$150.00	\$50.00
MDC/MDT	\$150.00	\$50.00
Modem	\$150.00	\$50.00

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
11/15/00

PRODUCER

W. Jack Musselman Agency
P.O. Box 138
Lexington, IL 61753

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** Lake States Insurance Co.
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

Innotech Corporation
P.O. Box 922
Bloomington, IL 61702

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	LS-5S-2949973	05/04/00	05/04/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				EACH OCCURRENCE \$
	GARAGE LIABILITY				AGGREGATE \$
	EXCESS LIABILITY				
	UMBRELLA FORM				STATUTORY LIMITS
	OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$ 500,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	LS-4C-3075587	05/04/00	05/04/01	DISEASE-POLICY LIMIT \$ 500,000
	OTHER				DISEASE-EACH EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

McLean County Sheriff Dept.
104 W. Front St.
Bloomington, IL 61701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W. Jack Musselman

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies.

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or

- (b) The activities of a person whose home is in the territory described in a. above but is away for a short time on your business, and
- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to
5. "Employee" includes a "leased worker" "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because
- it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, or
 - You have failed to fulfill the terms of a contract or agreement,
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of "your product" or "your work", or
 - Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- A contract for a lease of premises, however, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;

- f. This part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement.

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
 - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, snap drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto".

**INVITATION TO BID ON
RADIO MAINTENANCE
CONTRACT**

Sealed bids will be received by McLean County, Illinois until 2:00 p.m. November 16, 2000, at which time they will be publicly opened and read aloud.

The project consists of furnishing maintenance, repair and parts procurement service for departmental radio equipment currently in use or additions/deletions occurring in the future. Service is required for a console, base station, mobiles, portables, antennas, and feedlines (Johnson 800 MHz, multi-net portables and mobiles, Johnson control base, Motorola VHF High Band portables and mobiles, Motorola control base(s) and Motorola modems.) Service shall be provided on a twenty-four (24) hour a day and business hour basis as determined by equipment type.

Information packets are available at the McLean County Sheriff's Department, 104 W. Front Street, Bloomington, Illinois 61701. Contact person: Lt. Mark L. Bailey, (309) 888-5859.

INNOTECH COMMUNICATIONS

Gaslight Square
1605 General Electric Road, Unit #10
Bloomington, IL 61704

Phone: 309-663-5175
800-648-7865
Fax: 309-663-1795

November 16, 2000

McLean County Sheriff's Department
104 West Front Street
Bloomington, IL 61701

Dear Sirs,

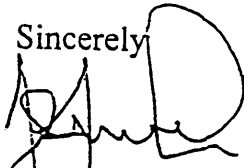
Enclosed is our bid for maintaining your radio equipment for the period January 1, 2001 through December 31, 2002.

We are currently under contract by EF Johnson to provide warranty repair for all the EF Johnson radios purchased by other agencies in conjunction with E-911, as well as the eight channel 800 MHz simulcast trunking system backbone. For other customers similar equipment is either covered by an extended factory warranty or repaired under time and material.

We do not anticipate using any subcontractors for radio repair. In the event tower work is required we would use Jerry Rosalius at Midwest Antenna Systems, Route 1, Box 40, Crescent City, IL, 60928, 815-683-2537; or Bob Ulrich at Sector Technology, Route 150 West, Goodfield, IL, 61742, 309-965-2104.

We look forward to providing you with service in the coming years.

Sincerely



John Franklin
Enc.

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of December, 2000 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain 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.

The Inmate Chaplain 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.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,012.50. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2001. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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

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

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

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

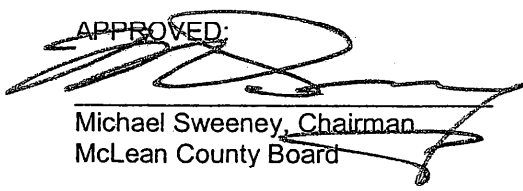
Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of December 2000.

Colleen Bennett

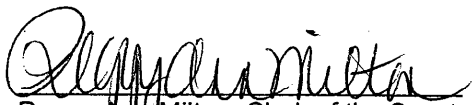
Sheriff Dave Owens

APPROVED:



Michael Sweeney, Chairman
McLean County Board

ATTEST:



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

**LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES**

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE") and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.

B. ROE will furnish all textbooks, reference books, and instructional materials for such program.

C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.

D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
P.O. Box 3125
Bloomington, IL 61702
(309) 828-3309

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

~~ACTING~~
Derick Love, ^AJail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body corporate and politic of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance, as well as provide the employer's portion of Illinois Municipal Retirement Fund (IMRF), Medicare and Social Security for the coverage of ROE employees while performing their duties as required by this Agreement. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE

Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. PRIOR AGREEMENTS AND AMENDMENTS:

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2001, through December 31, 2001.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$14,000.00 in two equal payments for conducting the program as follows:

- A. \$7,000.00 no later than January 15, 2001, and
- B. \$7,000.00 no later than July 1, 2001.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael F. Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois



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

Bloomington, Illinois 61702-2400
Gary C. Riss
Chairman

December 19, 2000

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

Your JUSTICE COMMITTEE herewith respectfully recommends that the EXECUTIVE COMMITTEE approves the bid award for the purchase of vehicles for the Sheriff's Department as follows:

- Five (5) Ford Crown Victoria police cars to be purchased from Dennison Ford;
- Two (2) Chevrolet Impalas to be purchased from Miles Chevrolet;
- One (1) Sport Utility Vehicle to be purchased from the State of Illinois Bid.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2000, the EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of Vehicles for the Sheriff's Department. Funds for the purchase of vehicles for the Sheriff's Department were approved in the Fiscal Year 2001 adopted budget of the County Board.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Heselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney P.A. "Sue" Berglund	District #9 Gene Saich Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Gary C. Riss Dr. Robert L. Arnold	District #6 George J. Gordon Bill Anderson	District #8 Paul R. Segobiano Tari Renner	District #10 John S. "Jack" Moran John N. Stevens

PROPOSED PURCHASING SUMMARY FOR SHERIFF'S DEPT 2001 VEHICLE

PROPOSAL #2 5 + 2 + 1 Ordered 90 - 180 day delivery

5 Crown Victoria Police Cars, Dennison Ford

5 cars @ \$21,598 each	\$107,990	(ordered)
Trade-in allowance for 5 cars (1-5 on list)	<u>\$ 30,100</u>	
Total cost after trade	\$ 77,890	\$ 77,890

Purchase 2 Chevrolet Impala's from Miles Chevrolet (immediate delivery)
These vehicles would be put into Immediate unmarked service.

2 cars @ \$19,258 each	\$ 38,516	Delayed delivery
Trade-in allowance for 2 cars (6 - 7 on List)	<u>\$ 8,100</u>	
Total cost after trade	\$ 30,416	\$ 30,416

Purchase 1 Ford Explorer, From State Vendor

1 Ford Explorer	\$ 24,200	*
Trade-in allowance for 1 car #8	<u>\$ 2,700</u>	
Total cost after trade	\$ 21,500	\$ 21,500

SUMMARY	5 FULL SIZE CARS FROM Dennison Ford	\$ 77,890
	2 mid size cars from Miles Chevrolet	\$ 30,416
	1 Explorer	\$ 21,500
	TOTAL COST ALL PURCHASES	\$129,806

**2001 BID SUMMARY FOR SHERIFF'S FLEET VEHICLES
(FULL SIZE V-8)**

PURCHASE AND TRADE 5 VEHICLES

VENDOR	BASE \$ PER CAR	TOTAL \$ 5 CARS	TOTAL \$ 2 TRADE- IN'S	TOTAL 2 CARS AFTER TRADE	MISC
RIDINGS FORD	20,975	104,875	25,200	79,675	JAN 2001 DELIVERY
KAYSER FORD	21,135	105,675	25,200	80,475	
OLATHE FORD	22,042	110,210	27,100	83,110	
LANDMARK FORD	20,588	102,940	24,100	78,840	
SUTTON FORD	21,910	109,550	24,800	84,750	
TERRY'S FORD	20,936	104,680	26,100	78,580	
MORROW FORD	21,695	108,475	28,000	80,475	IMMEDIATE DELIVERY
DENNISON FORD	21,598	107,990	30,100	77,890	

**2001 BID SUMMARY FOR SHERIFF'S FLEET VEHICLES
(MID-SIZE V-6)**

VENDOR	BASE \$ PER CAR	TOTAL \$ 2 CARS	TOTAL \$ 2 TRADE- IN'S	TOTAL 2 CARS AFTER TRADE	MISC
MILES CHEVROLET	19,258	38,516	8,100	30,416	STATE VENDOR CARS IN STOCK IMMEDIATE DELIVERY
LEMAN CHEVROLET	19,983	39,966	5,500	34,466	



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

Gary C. Riss
Chairman
Bloomington, Illinois 61702-2400

December 19, 2000

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to approve the Maintenance Service Contract with Paxtons, Inc., Bloomington, Illinois, for the maintenance and service on four (4) IBM typewriters.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Gary C. Riss
Dr. Robert L. Arnold

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

District #6
George J. Gordon
Bill Anderson

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Saich
Adam D. Kinzinger

District #10
John S. "Jack" Moran
John N. Stevens

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Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

_____ McLean County Sheriff Department _____

_____ 104 W. Front St. _____

_____ Bloomington, IL 61702-2400 _____

Contact Name _____ Jan Clark _____

Contact Phone _____ 888-5034 _____ **Fax** _____ 888-5072 _____

Service Commencement Date 1/1/01 *JC*

Payable: Monthly Quarterly Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

Term

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

Service Availability

Remedial service may be requested by calling the Service Dispatcher at:

Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am
5 pm

Excluding holidays indicated

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Christmas Day |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day |

Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

- Zone 1 Emergency Service within _____ hours
- Zone 1 Standard Service within 24 hours
- Zone 2 Emergency Service within _____ hours
- Zone 2 Standard Service within _____ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

Charges

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

Exclusions

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

Termination

This Agreement may be terminated under any of the following conditions:

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

Hazardous Products

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

Limitation of Liability

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

Indemnification

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

General

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date 5-26-00

Customer Name McLean County Sheriff's Dept.

Address 104 W. Front St.

By *De Lucas*

Title Sheriff Date 9-8-2000

Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated 01-01-01, between _____ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034
 Priced Monthly Quarterly Annual

Model	Serial	Description	Option	PM	Price
WW 35	11-WB144	Typewriter			\$150.00
WW 2500	11-24360	Typewriter			150.00
WW 2500	11-24374	Typewriter			150.00
WW 2500	11-29546	Typewriter			150.00
Total					600.00

Accepted
 Company Signature Jim Killoran
 Printed Name Jim Killoran
 Title Service Manager Date: 5-26-00
 Company Signature _____
 Printed Name _____
 Title Sheriff Date: 9-8-2000

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 19th day of December, 2000 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2001 through December 31, 2001), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$40,335.56 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2001 and terminate on December 31, 2002 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL 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.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. 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.
- 14. 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.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 19th day of December, 2000.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____

COUNTY OF McLEAN, a body politic and corporate

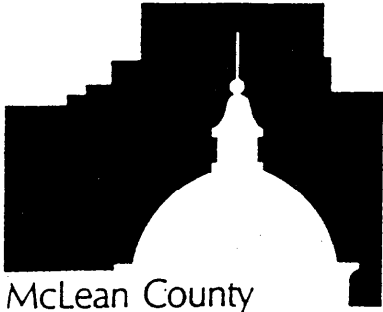
ATTEST:

By: _____
Chairman
McLean County Board

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

APPROVED:

David Owens
McLean County Sheriff



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE: November 29, 2000

TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE

FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JPN*

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH OSF HEALTHCARE SYSTEM AND KENNETH INOUE, M.D., FOR PROVISION OF PHYSICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility expires December 31, 2000. At this time, we respectfully recommend that this contract be renewed with OSF Health Care System and Kenneth Inoue, M.D., for a two year term from January 1, 2001 through December 31, 2002. The annual compensation for the first year of this agreement will be \$40,352.00 and will be effective January 1, 2001. This rate is a 4% increase from the previous compensation amount of \$38,800.00 for 2000, and was negotiated with representatives of OSF HealthCare System. The annual compensation for the second year of this agreement will be subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this agreement.

Dr. Inoue assumed the duties of MCDF Physician in July of 2000, and we have been very satisfied with his medical expertise and practice style. Continuity of services and an on-going awareness of policies, procedures, and treatment options continue to be very important factors in the provision of responsible health services to the inmate population. In addition, on-call coverage and support services are provided by the OSF Health Care System through physicians in the McLean County Internal Medical Associates Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns which you may have regarding this matter. Thank you in advance for your time and consideration.

CONTRACT 553140-CY01

This CONTRACT, made this _____ day of _____, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2001 through December 31, 2001, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-TWO THOUSAND HUNDRED DOLLARS (\$62,000) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
 - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
 - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
 - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
 - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
 - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
 - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
 - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
 - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
 - a. Crisis Team screening and assessment response \$56.00 hr/person
 - b. Nurse consultation (phone or in person) \$56.00 hr
 - c. On-site psychiatrist services (phone or in person with travel) \$122.00 hr
 - d. Psychiatrist sessions \$56.00 session
 - e. Scheduled In-house assessment & services \$38.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (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 under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY 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.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY 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.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.



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

Given under our hands and seals the day and year first written above.

David Owens,
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By _____
Tom Axley

McLEAN COUNTY BOARD OF HEALTH

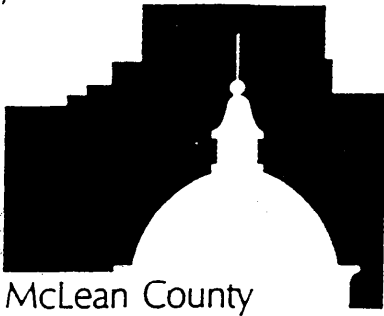
By _____
Joanne Maitland, President

McLEAN COUNTY BOARD

By _____
County Board Chairman

ATTEST:

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



**DETENTION FACILITY
HEALTH SERVICES DEPARTMENT**

(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE: November 29, 2000

TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE

FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JPN*

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

The current contract for the McLean County Center for Human Services expires on December 31, 2000. This contract allows us to provide mental health services for the inmate population including counseling, crisis intervention, and psychiatric sessions. The following is a comparison of actual rates per service for 2000 and recommended rates per service for 2001:

SERVICE	2000	2001	%/INC
Crisis Team Response-----	\$ 55.00	\$ 56.00	1.82
Nurse Consultation (not utilized)---	\$ 55.00	\$ 56.00	1.82
On-Site Psychiatrist Services-----	\$118.00	\$122.00	3.39
Psychiatrist Sessions(not utilized)-	\$ 55.00	\$ 56.00	1.82
Scheduled In-house Services-----	\$ 37.00	\$ 38.00	2.71

The following projected expenses are based on utilization figures from 2000:

Crisis Team Response(14 hours/year @ \$112.00/hour)=	\$ 1,568.00
On-site Psychiatrist (2 hours/week @ \$122.00/hour)=	\$ 12,688.00
In-house Services (24 hour/week @ \$38.00/hour)	= \$ 47,424.00
	<u>\$ 61,680.00</u>

There are no additions/deletions in the contract language or services provided, and the projected expenses are within the parameter of the approved FY 2000 budget of \$62,000.00 for mental health services for individuals incarcerated in the McLean County Detention Facility. This figure represents a total increase of 1.64% from FY 2000. Therefore, we respectfully recommend renewal of this contract for the year 2001. We also would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JANET SMITH
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

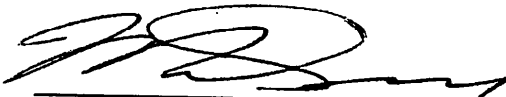
WHEREAS, due to the expiration of the term of Randolph Berg, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

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 Janet Smith for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2003 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 Janet Smith and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 19th day of December, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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

EXECUTIVE COMMITTEE:

Chairman Sweeney recommended Robert J. Nuckolls be appointed to fill County Board District 10 vacancy.

Constitution of Illinois
Article VIII, Paragraph 3

FIDLAR & CHAMBERS, MOLINE, ILLINOIS CS-10

STATE OF ILLINOIS

County of McLean

} ss.

OATH OF OFFICE

I, ^{J.} Robert Nuckolls, having been appointed
(elected or appointed)

to the office of County Board Member in the 10th District
in the County of McLean and

State of Illinois, do solemnly swear, or affirm, that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of McLean County Board Member, District #10 to the best of my ability.



Signed and sworn to (or affirmed) before me on December 19, 10 2000.


Peggy Ann Milton, McLean County Clerk

Members Sommer/Kinzinger moved the County Board approve the Chairman's Recommendation for Appointment to Vacant County Board Seat in District #10. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Clerk Milton administered the oath of office to Mr. Robert J. Nuckolls.

Member Sommer, Vice-Chairman, presented the following:

A RESOLUTION OF THE
McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE
McLEAN COUNTY BOARD AS AMENDED

WHEREAS, on July 17, 1990, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on Monday, December 4, 2000, the McLean County Board approved a Resolution which amended the *Rules of the County Board* of McLean County, as adopted on July 17, 1990, and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board* of McLean County, the Chairman shall appoint the members of all Standing Committees and the Liquor Control Commission not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board;

WHEREAS, pursuant to Section 5.11-7 (C) of the *Rules of the County Board*, of McLean County in the event of a vacancy in the Office of a County Board member, the Chairman shall appoint a qualified candidate to fill the vacant seat subject to the approval of the County Board; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

- Michael F. Sweeney, Chairman
- Joseph Sommer, Vice Chairman
- Matt Sorensen
- Eugene Salch
- B.H. "Duffy" Bass
- George Gordon
- Paul Segobiano
- P.A. "Sue" Berglund, Legislative Liaison
- John J. "Jack" Pokorney

Finance Committee

- Matt Sorensen, Chairman
- P.A. "Sue" Berglund, Vice Chairman
- Tari Renner
- Ray Rodman
- Robert Arnold
- Adam Kinzinger

Justice Committee

- Joseph Sommer, Chairman
- John J. "Jack" Pokorney, Vice Chairman
- W. Bill Emmett
- Tari Renner
- Adam Kinzinger
- Susie Johnson

(2)

Property Committee

Eugene Salch, Chairman
Diane R. Bostic, Vice Chairman
Stan Hoselton
David F. W. Selzer
Benjamin Owens
Robert J. Nuckolls

Land Use and Development Committee

George Gordon, Chairman
Ray Rodman, Vice Chairman
Diane Bostic
Paul Segobiano
Stan Hoselton
Robert J. Nuckolls

Transportation Committee

B. H. "Duffy" Bass, Chairman
Stan Hoselton, Vice Chairman
W. Bill Emmett
Susie Johnson
Benjamin Owens
David F. W. Selzer

Rules Sub-Committee

Matt Sorensen, Chairman
Robert Arnold, Vice Chairman
Joseph Sommer
George Gordon
Tari Renner
Adam Kinzinger

Liquor Control Commission

Michael F. Sweeney, Chairman
Stan Hoselton, Vice Chairman
Diane Bostic
Susie Johnson


(2) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

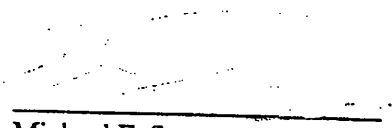
(3) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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Members Sommer/Berglund moved the County Board approve a Resolution Approving the Chairman's Appointments to the Standing Committees and the Liquor Control Commission of the McLean County Board as Amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2001

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

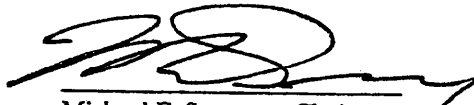
WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (1994), Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board that: (1) the regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2000:

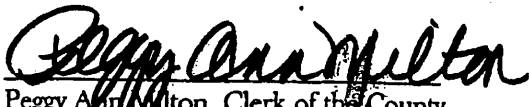
Tuesday	January 16, 2001	9:00 a.m.
Tuesday	February 20, 2001	9:00 a.m.
Tuesday	March 20, 2001	9:00 a.m.
Tuesday	April 17, 2001	9:00 a.m.
Tuesday	May 15, 2001	9:00 a.m.
Tuesday	June 19, 2001	9:00 a.m.
Tuesday	July 24, 2001	9:00 a.m.
Tuesday	August 21, 2001	9:00 a.m.
Tuesday	September 18, 2001	9:00 a.m.
Tuesday	October 16, 2001	9:00 a.m.
Tuesday	November 20, 2001	9:00 a.m.
Tuesday	December 18, 2001	9:00 a.m.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2000.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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Members Sommer/Emmett moved the County Board approve an Ordinance Establishing County Board Meeting Dates for Calendar Year 2001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES FOR THE YEAR 2001

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2001 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2001 shall be as follows:

New Year's Day	Monday	January 1, 2001
Martin Luther King Day	Monday	January 15, 2001
President's Day	Monday	February 19, 2001
Memorial Day	Monday	May 28, 2001
Independence Day	Wednesday	July 4, 2001
Labor Day	Monday	September 3, 2001
Veteran's Day	Monday	November 12, 2001
Thanksgiving Day	Thursday	November 22, 2001
Day after Thanksgiving	Friday	November 23, 2001
Christmas Day	Tuesday	December 25, 2001

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except the following:

- A. County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.
- B. Employees of the County Highway Department shall have the following floating holidays:
 - Martin Luther King Day
 - President's Day
 - Veteran's Day
 - Day after Thanksgiving

An employee who works on one of these days shall not be considered to have worked on a holiday but shall, with the approval of the County Highway Engineer, select another day in

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An employee who works on one of these days shall not be considered to have worked on a holiday but shall, with the approval of the County Highway Engineer, select another day in place of that holiday.

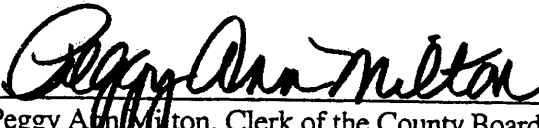
5.92-3 That this Ordinance shall be posted in the Administrator's Office, Switchboard/Receptionist Desk at the Law and Justice Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building and at the Public Library of Bloomington and Public Library of Normal.

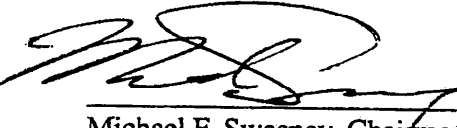
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2000 is hereby repealed effective December 31, 2000.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2000.

ATTEST:

APPROVED:

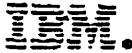

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Sommer/Rodman moved the County Board approve an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:



**Statement of Work for Services Acquired from an IBM Business Partner
ServiceSuite**

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, and the Services that apply to them, in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

Machine maintenance Services will include correction of data related errors only if the Machines are IBM Machines whose Specifications state that they are "Year 2000 Ready." "Year 2000 Ready" means that the IBM Machine, when used in accordance with IBM associated documentation is capable of correctly processing, providing and/or receiving date data within and between the twentieth and twenty-first centuries, provided that all products (for example, hardware, software, and firmware) used with the IBM Machine properly exchange accurate date data with it. All other included Services do not address the capability of your systems to handle date data within and between the twentieth and twenty-first centuries. You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems. Please refer to IBM Product Specifications or IBM's Internet venue at <http://www.ibm.com/year2000> to determine whether IBM Products are Year 2000 ready.

2. Contract Period

Start Date: 11/01/2000 End Date: 10/31/2003

Eligible Machines, Specified Locations, or new Services added to this Statement of Work

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below.

Agreed to: (Customer Name)
McLean Cnty Law and Justice Center

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Company address:
Information Services Department
104 West Front St.
Bloomington, IN 61701

Statement of Work number:
Agreement number:
IBM ServicesAssistant number: G21032JA

Telephone number:

Customer Company number:

Billing address:
Information Services Department
104 West Front St.
Bloomington, IN 61701

IBM Company address:
4111 Northside Parkway
Atlanta, GA 30327

After signing, please return a copy of the Statement of Work to the "IBM address" shown above.

following its Start Date will assume the remaining portion of the existing contract period.

Renewal Contract Period (years): 3

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above. Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

3. Your Responsibilities

You agree:

1. to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be Included in the coverage. You also agree to identify all Eligible Machines for which we are to provide warranty service;
2. to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations;
3. to ensure that any access codes we provide to you are used only by those who are authorized to do so;
4. to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes;
5. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
6. that electronic access to our support centers and certain databases may require a separate network services agreement;*
7. to pay any communications charges associated with accessing these Services unless we specify otherwise;
8. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise; and
9. that your acceptance of any software Services does not alter your responsibilities for DSLO licenses.

4. Mutual Responsibilities

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

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement.

We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services.

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original. You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer

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the license for the Program, or 4) distribute the Program to any third party. We provide the Program **WITHOUT WARRANTIES OF ANY KIND.**

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise.

We may terminate your license if you fail to comply with these terms.

Upon termination, you agree to destroy the Program and any backup copy you were given or made.

6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever:

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

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

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

7. Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for our provision of some additional services, e.g., Service upgrades, additional Systems Administrators, additional reports, or support for other Products. These actions or additional services are identified in this Statement of Work with an asterisk (*). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge. You will make payment directly to your IBM Business Partner.

8. Termination

You have committed to continue Services for the entire contract period. However, you may terminate Services for an Eligible Machine, on notice to us (copy to your IBM Business Partner), if you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing us one month's written notice (copy to your IBM Business Partner), after the Services have been covered under this Statement of Work for at least one year.*

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

10. ServiceSuite Advanced Service Package**** MAINTENANCE SERVICES****Maintenance of IBM Machines**

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

11. SUPPORT SERVICES**IBMLink**

The following terms apply whenever a Service under this Statement of Work includes IBMLink electronic access to our databases containing IBM Product support information.

We will:

1. provide instructions for accessing the databases; and
2. provide user IDs to your designated IBMLink Customer Service Administrator.

You agree to:

1. designate and authorize your users of the IBMLink databases. You may designate only yourself and your employees as users;
2. assign a user to be the IBMLink Customer Service Administrator (called "CSA"). The CSA is responsible for
 - a. following the CSA procedures we provide,
 - b. registering your users for access to Product databases, and
 - c. acting as the primary interface between your users and us;
3. ensure your users use the information obtained from IBMLink only for the support of your information processing requirements. You may not use information obtained from IBMLink for any product development purpose or in any sales or marketing activity or to provide support to any third parties;
4. provide the equipment (such as workstations, modems, and communication features) necessary to use IBMLink;
5. obtain programs necessary to establish dial access to IBMLink;
6. be responsible for any unauthorized use of your user IDs; and
7. pay the charges of any third party telecommunications service provider you use to access IBMLink.

Support Line

We will provide you remote assistance with the operation of supported programs within specific product groups running under selected operating systems for eligible hardware platforms. In addition, you may order certain optional features which are enhancements to this Service.

These terms also apply for each of these optional features unless we specify otherwise.

Definitions

Authorized Callers means Named Callers you have identified to us and, with OS/390 and VM/VSE/390 coverage, all your other callers requesting OS/390 and VM/VSE/390 support.

Customer Critical Problem means a problem for which you have no known work around resulting in a critical disruption in your business operations.

Full Shift means 24 hours a day, seven days a week, including national holidays.

Off Shift means all hours outside of Prime Shift.

Prime Shift means 8 a.m. to 5 p.m. in the local time zone where you receive the Service, Monday through Friday (excluding national holidays).

Supported Products means those products contained within designated product groups that run under identified operating systems for eligible hardware platforms. Supported Products are identified in the Supported Products List located at IBM's Internet address <http://www.ibm.com/services/pss/www/sl/products>, or as otherwise provided by IBM. The Supported Products List will identify the products, product groups, operating system groups, and hardware platforms that are eligible for this Service. The Supported Products List will change periodically to reflect Supported Product additions (for example, adding new products) or deletions (for example, deleting products at their end of currency date).

Our Responsibilities

We will provide you remote assistance (via telephone from our support center or via an electronic search and questioning capability) for the following requests related to Supported Products in your specified product groups and operating system groups:

1. basic, short duration installation, usage, and configuration questions;
2. code-related problem questions;*
3. questions regarding IBM Supported Product publications;
4. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems);* and
5. For known defects, available corrective service information and program fixes which you are entitled to receive under the terms of your program license agreement.#

* Note: For IBM S/390 Supported Products, this defect assistance from our support center is included in your license charge and therefore not covered under the terms of this Statement of Work.

When you report a problem with covered non-IBM products on the Supported Products List, we will assist you to isolate the problem cause and provide you recovery information, if available, from the vendor. We will provide corrective service information and program fixes, if available and we are authorized to provide to you, for known defects. If a new (unknown) defect is identified, we will report it to the appropriate vendor and notify you of our actions. At this point we will consider our support requirement fulfilled. Resolution of these problems is the responsibility of the vendor.

Named Callers

You may designate two users ("Named Callers") per selected operating system group for which you select Prime Shift coverage. You may designate six Named Callers per selected operating system group for which you select Full Shift coverage. Each Named Caller is eligible to submit Support Line Service requests for all products you have covered under this Service.

You must notify us of the identity of your Named Callers as well as one Primary Technical Contact (who may be one of your Named Callers) to whom we may direct general technical information pertaining to your Supported Products and who has the authority to change your designated Named Callers and communicate those changes to us. You may request, through your IBM Business Partner, an increase to your allowed number of Named Callers.*

Other OS/390 and VM/VSE/390 Users

When you select this Service for the OS/390 and VM/VSE/390 operating system groups and associated product groups, you may authorize other users (in addition to Named Callers) who we do not require you to individually identify to us. All OS/390 and VM/VSE/390 users who are not Named Callers are eligible to submit Support Line Service requests for products in the OS/390 and VM/VSE/390 operating system groups and associated product groups only.

Response Criteria

We will use commercially reasonable efforts to respond, by telephone, to Support Line Service calls from your Authorized Callers within two hours during Prime Shift. Our initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift we will use commercially reasonable efforts to respond to Support Line Service calls which your Authorized Callers specify to be Customer Critical Problems within two hours and all other Support Line Service calls within four hours.

Electronic Support

Your Authorized Callers will also be able to electronically submit Support Line Service requests for Supported Products, provided you meet the prerequisites we specify for electronic access. We will use commercially reasonable efforts to respond to each electronic Service request from your Authorized Callers within two hours of receipt during Prime Shift. For electronic Service requests received during Off Shift, we will use commercially reasonable efforts to respond within two hours of the start of Prime Shift on the next business day. IBM is not responsible for delays in response delivery caused by systems and network problems.

Your Additional Responsibilities

You agree to:

1. ensure you are properly licensed to all Supported Products for which you request assistance;
2. retrieve and review a current Supported Products List on a monthly basis to verify whether there have been any additions or deletions of products within your covered product groups;
3. ensure that any access codes we provide to you are used only by your current Authorized Callers;
4. provide us with all relevant and available diagnostic information (including product or system information) pertaining to problems you request assistance with;
5. provide us with appropriate remote access to your system to assist you in isolating the problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission; and

6. provide us with written notice of changes to your machine inventory within one month after the change occurs. Such changes may cause a revision to your charges for this Service.

Termination

You may terminate a Support Line Service or optional feature on one month's written notice to us and your IBM Business Partner after it has been covered under this Statement of Work for at least one year. However, you may not terminate an operating system group if you have elected to continue support for a product group for which it is a prerequisite. Also, you may not terminate Support Line if you have elected to continue feature support.

We may withdraw support for products on the Supported Products List at any time without written notice to you or your IBM Business Partner.

If we withdraw or either of us terminate a Support Line Service or optional feature as provided in this Statement of Work, and it is a Service or feature for which you have prepaid and we have not yet fully provided to you, you may request a prorated credit from your IBM Business Partner. This will apply if IBM withdraws support for an entire product group but not if we simply withdraw support for individual products.

AS/400 Software Services

Alert provides automatic weekly notification of the following for selected IBM Products: 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS") and 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs"). We provide notification via your choice of available delivery methods.

Software Subscription for AS/400 provides program updates announced during the contract period, as they become available and you request them, for all eligible Programs for which you are licensed.

The terms that apply for your Software Subscription are contained in the IBM Agreement for Software Subscription (Z125-5959) and its Exhibit for AS/400 (Z125-5873). Copies of these documents are included with this Statement of Work. Please make sure you have them and notify us if either is missing.

IBM Agreement for Services Acquired from an IBM Business Partner

Thank you for your business. We strive to provide you with high quality Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

IBM ("we") has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Services. Some IBM Business Partners also fulfill these functions through other remarketers who are not IBM Business Partners. However, for purposes of brevity in this Agreement, when we use the term IBM Business Partner we mean IBM Business Partners and their remarketers. When the Customer ("you") orders our Services under this Agreement from an IBM Business Partner, we are responsible for providing the Services to you under the warranties and other terms of this Agreement. We are not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. IBM Business Partners establish the price and terms at which they market IBM Services. In the event that your IBM Business Partner is no longer able to offer our Services, for any reason, we will so notify you in writing. You may continue to receive our Services by instructing us to transfer administration of your Service to either (1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) who is approved to offer you our Services, or (2) us and signing a separate IBM agreement for services.

This IBM Agreement for Services Acquired from an IBM Business Partner (called the "Agreement") governs the Services you acquire from an IBM Business Partner and we perform.

Part 1 - General

1.1 Definitions

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. An Enterprise also includes other entities which are mutually agreed-to in Writing.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) for which we may provide maintenance Services.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools,

documentation, reports, drawings, and similar works) that we may deliver to you as part of a Service. The term "Materials" does not include licensed program products available under their own license agreement.

Service is performance of a task, provision of advice and counsel, assistance, or access to a resource (such as access to an information data base) we make available to you.

1.2 Agreement Structure

Attachments

Some Services have terms in addition to those we specify in this Agreement. We provide the additional terms in documents called "Attachments," which are also part of this Agreement. Attachments will be signed by both of us if requested by either

PAGES 2 THROUGH 4 ARE ALSO PART OF THIS AGREEMENT. This Agreement and its applicable Attachments and Transaction Documents are the complete agreement between us regarding these Services and replace any prior oral or written communications regarding these Services. No machines or licensed program products are acquired under this Agreement. Such items are available only under the terms of 1) the IBM Customer Agreement (or any equivalent agreement between us) or 2) the applicable third-party agreement. By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services you order under this Agreement are subject to it.

Agreed to: (Enterprise name)
McLean Cnty Law and Justice Center

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number:

Agreement number:
IBM Services Assistant Number: G21032JA

Enterprise address:
Information Services Department
104 West Front St
Bloomington, IN 47401

IBM address:
4111 Northside Parkway
Atlanta, GA 30327

After signing, please return a copy of this Agreement to the "IBM address" shown above

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of us. Your IBM Business Partner makes the Attachments available to you for signature.

Transaction Documents

For each business transaction, your IBM Business Partner will provide you with the appropriate "Transaction Documents" that confirm the specific details of the transaction. Transaction Documents will be signed by both of us if requested by either of us. The following are examples of Transaction Documents, with examples of the information they may contain:

1. statements of work (scope of Services, responsibilities, deliverables, completion criteria and estimated schedule or contract period); and
2. supplements and order forms (Service type ordered, and contract period).

Conflicting Terms

If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents.

Our Acceptance of Your Request for Service

A Service becomes subject to this Agreement when we accept your request for Service from your IBM Business Partner by:

1. providing you a transaction document, or
2. providing the Service.

Your Acceptance of Additional Terms

You accept the additional terms in an Attachment or Transaction Document by doing any of the following:

1. signing the Attachment or Transaction Document
2. using the Service, or allowing others to do so; or
3. making any payment to your IBM Business Partner for the Service.

1.3 Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. You will make payment directly to your IBM Business Partner. However, we may charge you directly for expenses incurred to perform your Service request, e.g., actual travel and living expenses, out-of-pocket expenses. We will not incur these expenses without your prior approval.

1.4 Changes to the Agreement Terms

In order to maintain flexibility in our Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new requests for Service and on-going transactions. Part 3 of this Agreement contains additional provisions for changes to the terms of individual Service transactions.

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any written communication from you are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency), or the charges (if recurring, 12 months' charges apply) you paid to your IBM Business Partner for the Service that is the subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we or our subcontractors liable for any of the following:

1. third-party claims against you for damages (other than those under the first item listed above);
2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

1.6 Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. Each is free to enter into similar agreements with others;
4. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
5. each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;
6. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
7. neither of us will bring a legal action more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation; and
8. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

1.7 Your Other Responsibilities

You agree:

1. not to assign, or otherwise transfer, this Agreement or your rights under this Agreement, delegate your

- obligations, or resell any Service, without our prior written consent. Any attempt to do so is void;
2. that you are responsible for the results obtained from use of the Services; and
 3. to provide us with sufficient, free, and safe access to your facilities for us to fulfill our obligations.

1.8 Agreement Termination

You may terminate this Agreement on written notice to your IBM Business Partner and to us following the expiration or termination of your obligations.

Either of us may terminate this Agreement on written notice to the other and to your IBM Business Partner, if the other does not comply with any of its terms.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and Assignees.

1.9 Geographic Scope

All your rights and all our obligations are valid only in the United States and Puerto Rico, except that all licenses to Materials are valid as specifically granted.

1.10 Governing Law

The laws of the State of New York govern this Agreement.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Part 2 - Warranty Terms

2.1 Warranty for IBM Services

For each IBM Service, we warrant that we perform it:

1. using reasonable care and skill;
2. according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document.

2.2 Extent of Warranty

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Items Not Covered by Warranty

We do not warrant uninterrupted or error-free operation of any deliverable or Service.

Unless we specify otherwise, we provide Materials and non-IBM Services WITHOUT WARRANTIES OF ANY KIND.

Part 3 - Services

3.1 IBM Services

Services may be either standard offerings or customized to your specific requirements. Each Service transaction may include one or more Services that:

1. expire at task completion or an agreed upon date;
2. automatically renew as another transaction with a specified contract period. Renewals will continue until either of us terminates the Service; or
3. do not expire and are available for your use until either of us terminate the Service.

3.2 Personnel

Each of us will be responsible for the supervision, direction, and control of our respective personnel.

We reserve the right to determine the assignment of our personnel.

We may subcontract a Service, or any part of it, to subcontractors selected by us.

3.3 Materials Ownership and License

We will specify Materials to be delivered to you. We or third parties have all right, title, and interest (including ownership of copyright) in Materials created during the Service performance period or otherwise (such as those that preexist the Service). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of these Materials.

You agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted in this Section.

Any idea, concept, know-how, or technique which relates to the subject matter of a Service and is developed or provided by either of us, or jointly by both of us, in the performance of a Service may (subject to applicable patents and copyrights) be freely used by either of us.

3.4 Changes to Service Terms

We may change the terms of Services that are renewable or non-renewable by giving you three months' written notice. However, these changes are not retroactive. They apply immediately to renewal transactions and as of the effective date we specify in the notice to all existing transactions. If we make a change to the terms of a renewable Service that 1) affects your current contract period and 2) you consider unfavorable, at the request of your IBM Business Partner, we will defer it until the end of that contract period.

When both of us agree to change any Service's statement of work other than as described above, we will prepare a written description of the agreed change (called a "Change Authorization"), which both of us must sign. The terms of a Change Authorization prevail over those of the statement of work and any of its previous Change Authorizations.

3.5 Renewal

Renewable Services renew automatically for a same length contract period unless either of us provides written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their intent not to renew.

3.6 Termination and Withdrawal

Either of us may terminate a Service if the other does not meet its obligations concerning the Service.

You may terminate a Service transaction on one month's written notice to us and to your IBM Business Partner.*

We may withdraw a renewable or non-expiring Service or support for an eligible product on three months' written notice to you. If we withdraw a Service for which you have prepaid and we have not yet fully provided it to you, your IBM Business Partner will give you a prorated refund.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

3.7 Service for Machines

We provide certain types of repair and exchange Service either at your location or at a service center to keep Machines in, or restore them to, conformance with their official published specifications. We may repair the failing Machine or exchange it at our discretion.

When the type of Service requires that you deliver the failing Machine to us, you agree to ship it suitably packaged (prepaid unless we specify otherwise) to a location we designate. After we have repaired or exchanged the Machine, we will return it to you at our expense unless we specify otherwise. We are responsible for loss of, or damage to, your Machine while it is 1) in our possession or 2) in transit in those cases where we are responsible for the transportation charges.

You agree to:

1. obtain authorization from the owner to have us service a Machine that you do not own; and
2. where applicable, before we provide service —
 - a. follow the problem determination, problem analysis, and service request procedures that we provide,
 - b. secure all programs, data, and funds contained in a Machine, and
 - c. inform your IBM Business Partner of changes in a Machine's location.

*Check with your IBM Business Partner to determine if you will incur an additional charge for this.

When Service involves the exchange of a Machine or part, the item we replace becomes our property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty or Service status of the replaced item. Before we exchange a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its Exchange.

Any feature, conversion, or upgrade we service must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

Repair and exchange Services do not cover:

1. accessories, supply items, and certain parts, such as batteries, frames, and covers;
2. Machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
3. Machines with removed or altered Machine or parts identification labels;
4. failures caused by a product for which we are not responsible; or
5. service of Machine alterations.

We manage and install engineering changes that apply to IBM Machines and may also perform preventive maintenance.

We provide maintenance Services for selected non-IBM Machines.

When you request maintenance Services under this Agreement, your IBM Business Partner will inform you of the date on which maintenance Services will begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may have us restore it.* Alternatively, you may withdraw your request for maintenance Services.*

IBM Schedule for Services Acquired from an IBM Business Partner – ServiceSuite

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 your end users Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below).

Customer Name and Billing Address:

McLean Cnty Law and Justice Center
Information Services Department
104 West Front St.
Bloomington, IN 51701

Agreement No:
Statement of Work No:
IBM Services Assistant No: G21032JA
Customer No:
Revised Schedule (Yes/No): No
Schedule Effective Date: 11/01/2000

Business Partner Name and Address:

Support Net Inc.
4400 West 96th St.
Indianapolis, IN 46288

ASPID No: 8882117

Charge Period:
Start Date: 11/01/2000
End Date: 10/31/2003

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

Agreed to:

McLean Cnty Law and Justice Center

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:

International Business Machines Corporation

By _____
Authorized signature

Name (type or print):

Date:

IBM Schedule for Services Acquired from an IBM Business Partner – ServiceSuite

-----Eligible Machine-----				Maintenance Service				
Manufacturer		Machine		Qty	Type of Repair #	##	Charges Start**	Charges Stop**
Type	Model	Serial						
Customer No / Location:			00000000					
IBM	7208	342	00000	1	B	1	W	11/01/2001
IBM	7852	400	00000	1	B	1	W	11/01/2001
IBM	9406	820	00000	1	B	1	W	11/01/2001

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IBM Schedule for Services Acquired from an IBM Business Partner – ServiceSuite

Eligible Machine Description				Customer Technical Contact Name (if applicable)				
Type	Mod	Proc Feature	Serial	Support Service	Service Option/ Product Group	Qty	Charges Start**	Charges Stop**
Customer No / Location:				AS400 ALERT	ALERT	1		
9406	820	1521	00000	AS400 SW SUBSCRIPTION	9406	1		
		2395			P10			
9406	820	2395	00000	SL SELECTED SYS SW SUPT-AS	FULL SHIFT AS GROUP D FOCAL MACHINE OSI/400	1		

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IBM Schedule for Services Acquired from an IBM Business Partner – ServiceSuite

Legends:

Type of Repair Service

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

Maintenance Services

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Services Upgrade

* Charges shown are for Charge Period.

-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service

-An (O) indicates One Time Charge

-An (W) indicates a Machine/Model/Feature under Warranty

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

*** These Programs are subject to the Service Program License Section of the referenced Statement of Work

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To: KIM SPALL

From: MIKE ROTÉ

11/87/88 87:33 AM

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IBM Agreement for Software Subscription

Exhibit for iSeries and AS/400

Exhibit No.: S85873-18

Effective Date: October 6, 2000

LICENSED PROGRAMS FOR WHICH SOFTWARE SUBSCRIPTION IS AVAILABLE:

Software subscription is available for the following licensed programs if announced in your country or geographical area.

Program Name	Program Number
IBM Personal Communications	5639-E45
IBM Host On-Demand	5648-C54
IBM Screen Customizer	5648-D01
Secureway Hostpub v2.1 AS/400	5648-D31
Host Access Client Package	5648-E09
IBM ImagePlus Visual Info for AS/400 Version 4.1 User-Based Features	5697-D59
QMF 4 Windows for AS/400	5697-G04
DB2 Forms for AS/400	5697-G14
DB2 Warehouse Manager for AS/400 V7.1	5697-G23
QMF for Windows for AS/400	5697-G24
WebSphere Standard Edition 56-bit	5733-A82
WebSphere Standard Edition 128-bit	5733-A83
IBM ImagePlus Visual Info for AS/400 Version 4.1	5733-A18
MQSeries for AS/400	5733-A38
WebSphere Personalization for AS/400 V3.5	5733-A47
Connect for iSeries	5733-B2B
IBM Intelligent Miner AS/400	5733-IM2
IBM Intelligent Miner for Data for AS/400 V6R1	5733-IM3
Payment Server for AS/400	5733-PY1
WebSphere Payment Manager for AS/400 Version 2.1	5733-PY2
WebSphere Application Server Advanced Ed.V3.0.2 for AS400 56bit	5733-WA2
WebSphere Application Server Advanced Ed.V3.0.2 for AS400128bit	5733-WA3
Cryptographic Access Provider 56-bit	5769-AC2
Cryptographic Access Provider 128-bit	5769-AC3
AFP Utilities for AS/400	5769-AF1
Advanced DBCS Printer Support	5769-AP1
Backup Recovery and Media Services for AS/400	5769-BR1
ILE COBOL for AS/400	5769-CB1
Client Encryption	5769-CE1
Client Encryption	5769-CE2
Client Encryption	5769-CE3
Point-of-Sale Utility for AS/400	5769-CF1
Application Development ToolSet Client Server for AS/400	5769-CL3
Communications Utilities for AS/400	5769-CM1
CallPath Server for AS/400	5769-CP4
Cryptographic Support for AS/400	5769-CR1
ILE C for AS/400	5769-CX2
VisualAge for C++ for AS/400	5769-CX5
System/38 Utilities for AS/400	5769-DB1

Software Subscription is for a specified (type/model/serial) (Series or AS/400 running Version 4 or later).
 Charging Option: Monthly, billed quarterly or prepaid for one, two, three, four, or five years.
 Resumption/Currency Access Fee: Currency Access Fee applies.

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TO: KIM SPALL

From: MIKE ROME

11/8/00 07:33 AM

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DCE Base Services for AS/400	5769-DC1
DCE DES Library Routines for AS/400	5769-DC3
CICS for AS/400	5769-DFH
Dictionaries and Linguistics Tools	5769-DL1
DataPropagator Relational Capture and Apply for AS/400	5769-DP1
DataPropagator Relational 5.1 for AS/400 DP1 to DP2 at no charge with SWS	5769-DP2
DB2 DataPropagator for AS/400 Version 7.1	5769-DP3
Business Graphics Utility for AS/400	5769-DS1
Advanced Function Printing DBCS Fonts for AS/400	5769-FN1
Advanced Function Printing Fonts for AS/400	5769-FNT
Firewall for AS/400	5769-FW1
Job Scheduler for AS/400	5769-JS1
Lotus Enterprise Integrator 3	5769-LNP
Lotus Domino Enterprise Server for AS/400 3	5769-LNT
Managed System Services for AS/400	5769-MQ1
MQSeries for AS/400	5769-MQ1
MQSeries for AS/400, V4R2.1	5769-MQ2
Internet Connection Secure Server for AS/400	5769-NC1
Internet Connection Secure Server for AS/400 (International)	5769-NCE
Application Program Driver for AS/400	5769-PD1
Performance Tools for AS/400	5769-PT1
Application Development ToolSet for AS/400	5769-PW1
Query for AS/400	5769-QU1
OnDemand for AS/400	5769-RD1
ILE RPG for AS/400	5769-RQ1
System Manager for AS/400	5769-SM1
Operating System/400	5769-SS1
DB2 Query Manager and SQL Development Kit for AS/400	5769-ST1
ADSTAR Distributed Storage Manager	5769-SV3
Netfinity Server for AS/400	5769-SVA
Netfinity AS/400 Manager for OS/2	5769-SVD

IBM Agreement for Software Subscription

This IBM Agreement for Software Subscription (called the "Agreement") governs your acquisition of Software Subscription. For all eligible Programs for which you are licensed, we will provide Program updates as they become available and you request them. A Program update is a new version or release, as we determine, announced during the Software Subscription Period. We do not guarantee that updates will be announced during the Software Subscription Period.

Eligible Programs are listed on an Exhibit for Software Subscription.

Software Subscription provided under this Agreement does not include the correction of data related errors, unless for an IBM Program, the IBM Program Specifications (either License Information or License Program Specifications) specifically state the IBM Program is "Year 2000 Ready." "Year 2000 Ready" means that the IBM Program, when used in accordance with IBM associated documentation, is capable of correctly processing, providing and/or receiving date data within and between the twentieth and twenty-first centuries, provided that all products (for example, hardware, software, and firmware) used with the IBM Program properly exchange accurate date data with it.

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote and market Software Subscription offerings. When you order Software Subscription (marketed to you by IBM Business Partners) under this Agreement, we confirm that we are responsible for providing Software Subscription to you under the terms of this Agreement. We are not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. In the event that your IBM Business Partner is no longer able to offer Software Subscription, for any reason, we will so notify you in writing. You may continue to receive Software Subscription by instructing us to transfer administration of your Software Subscription to either (1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) who is approved to offer you Software Subscription, or (2) IBM.

This Agreement and its applicable Exhibit(s) are the complete agreement between us regarding these transactions, and replace any prior oral or written communications between us regarding these transactions. If there is a conflict between this Agreement and an Exhibit, those of the Exhibit prevail.

By your ordering or making payment for Software Subscription and our or your Business Partner's acceptance of your order or payment, both you and we agree to the terms of this Agreement. Once in effect, 1) unless prohibited by local law or specified otherwise, any reproduction of this Agreement or its Exhibit(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) Software Subscriptions you order under this Agreement are subject to it.

1. Minimum Software Subscription Period

The minimum Software Subscription Period is one year.

2. Charging Option

Depending on the specific software and machine platform, you may be charged monthly and billed quarterly or you may prepay Software Subscription charges for the period(s) specified on the Exhibit(s) to this Agreement.

3. Renewal

1. Software Subscription acquired under the monthly, billed quarterly Charging Option continues until either terminated by you or withdrawn by us.
2. Software Subscription acquired under a prepaid Charging Option automatically renews under the then current terms and conditions for one year, unless you request an alternate Charging Option one month prior to the current Software Subscription Period end date.

To: KIM SPILL

From: MIKE RONE

11/07/00 07:35 AM Page 3 of 4

4. Charges***Software Subscription acquired from an IBM Business Partner***

When you acquire Software Subscription from an IBM Business Partner, the IBM Business Partner sets the charges and the terms governing charges. You will pay your IBM Business Partner directly.

Software Subscription acquired directly from IBM

1. If you acquire Software Subscription directly from us, charges are based on the Charging Option you select.
2. Amounts are due upon receipt of invoice and payable as specified. You agree to pay accordingly, including any late payment fee. Depending on the particular Software Subscription or circumstance, additional charges may apply (such as special handling). We will inform you in advance whenever additional charges apply.
3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon any Software Subscription we supply under this Agreement, then you agree to pay that amount as specified in the invoice or supply exemption documentation.
4. We may increase prepaid charges for Software Subscription without notice. An increase will not apply to you if we receive your prepayment before the announcement date of the increase.
5. We may increase recurring charges for Software Subscription by giving you three months' written notice. An increase applies on the first day of the invoice or billing period on or after the effective date we specify in the notice.
6. You receive the benefit of a decrease in charges for amounts which become due on or after the effective date of the decrease.
7. Software Subscription charges resulting from a Group to Group upgrade are effective upon installation, and based upon charges in effect on the date of installation. Group to Group downgrades will not, however, result in a Software Subscription credit.
8. If you had declined the Software Subscription at the time it was offered to you and you now wish to acquire Software Subscription or, if you resume the Software Subscription which you had previously terminated, we will invoice you, in addition to the Software Subscription charge, either (1) a Currency Access Fee or (2) a Resumption Fee, as we indicate in the applicable exhibit. A Currency Access Fee is a one-time charge which we specify. A Resumption Fee is a calculated charge, equal to the total of all Software Subscription charges that you would have paid during the lapsed interval.
9. If we withdraw a Service for which you have prepaid and we have not yet fully provided it to you, we will give you a prorated refund.

5. Termination and Withdrawal

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

After the Minimum Software Subscription Period, you may terminate Software Subscription by providing one month's written notice either directly to us or through your IBM Business Partner.

We may withdraw a Software Subscription on six month's written notice to you.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

6. Software Subscription Transferability

You may not transfer your Software Subscription to

1. a location within your Enterprise outside of the United States or Puerto Rico,
2. another Enterprise.

An "Enterprise" in this Agreement is that part of any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent.

7. Software Subscription Redesignation

If your Software Subscription is associated with a specific designated machine, you may redesignate your Software Subscription if it is within your Enterprise to an eligible machine at the same or more current Release of the Operating System.

8. Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;
4. we may provide Software Subscription through a telecommunications link;
5. neither of us will bring a legal action more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation; and
6. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

9. Your Responsibilities

You agree:

1. to have specified equipment or programs installed at your location if Software Subscription is provided through a telecommunications link;
2. not to assign, or otherwise transfer, this Agreement or your rights under this Agreement, or delegate your obligations, without our prior written consent. Any attempt to do so is void.

10. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING SOFTWARE SUBSCRIPTION.

The exclusion also applies to any of IBM's subcontractors or suppliers (collectively called "Suppliers").

11. Limitation of Liability

NEITHER IBM NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF IBM IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

12. Geographic Scope

All your rights and all our obligations are valid only in the United States and Puerto Rico.

13. Governing Law

The laws of the State of New York govern this Agreement.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Members Sommer/Salch moved the County Board approve a Service Contract with IBM for the AS/400 - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

RECOMMENDATION

RELATING TO

THE PROPOSED CONSTRUCTION OF A

LIVESTOCK MANAGEMENT FACILITY BY

STONE RIDGE DAIRY

1. Whether registration and livestock waste management plan certification requirements, if required, are met by the notice of intent to construct;

ACHIEVES

Notice of Intent to Construct was submitted on October 18, 2000 and appears to meet the requirements of the law. The proposed facility is over 2420 feet from the nearest residence and over 4840 feet from the nearest populated area. Setbacks were acknowledged by the Illinois Department of Agriculture. Copies of the Notice of Intent to Construct were also mailed to area property owners in accordance with the Act. During the public informational meeting, Terry Feldmann, P.E., the Engineer for the proposed livestock management facility, submitted evidence that the registration is in process. This meets the requirements of the law.

The Lagoon Waste Management Plan was also submitted to the Department of Agriculture on November 27, 2000. This also appears to meet the time requirements of the law.

FAILS TO ACHIEVE

No evidence was presented that the required \$250 fee was paid to the Illinois Department of Agriculture with submission of the lagoon registration information material. Furthermore, the lagoon registration information was not filed in time for consideration at the Public Informational Meeting.

Chairman Sweeney asked Mr. Ruud to explain the procedures the Board should follow. Mr. Ruud stated the Department of Agriculture requires the applicant to meet all eight criteria before the Department of Agriculture will issue a permit. Mr. Ruud clarified the Board's roll in the process is to make a non-binding advisory recommendation to the Department of Agriculture to assist them in determining whether to permit the facility. The only requirement under the law is for the Board to determine whether the eight criteria have been met. Mr. Ruud said the Board should go through the eight criteria individually. Chairman Sweeney directed the Board to make individual motions for each criterion followed by a roll call vote for each.

Member Segobiano/Bostic moved the County Board approve Criterion 1. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-yes, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-no, Sommer-yes, and Sweeney-yes. Motion carried fifteen to five.

2. *Whether the design, location, or proposed operation will protect the environment by being consistent with this (Livestock Management Facilities) Act;*

ACHIEVES

Terry Feldmann, P.E., the Engineer for the proposed livestock management facility, testified that the lagoons' plans were designed according to the American Society of Agricultural Engineer Standards EP 393.3 and EP 403.3 for anaerobic waste treatment systems.

A site investigation was performed pursuant to Section 506.202 of the EPA Administrative Regulations and a 66 foot boring with continuous sampling was employed. Waterstops will be used in reinforced concrete manure storage components.

The lagoon will provide 365 days of storage with 25 year-24 hour storm event storage. A 10 foot top berm width is provided which is in excess of the 8 foot requirement. Subsurface drainage lines will be removed from the lagoon area and relocated beyond the exterior berm toe.

The engineer also testified and demonstrated the facility is not within the bounds of the 100-year floodplain. It is not located within a karst area. Aquifer material is not present within 5 feet of the bottom of non-lagoon structures. Silty-Clay type soils with lower than 1×10^{-7} centimeters per second permeability are also present. The well is 265 feet from the lagoon, which is in excess of the 100-foot requirement. The well is 79 feet from the closest building, which is in excess of the 50 to 75 feet required.

Beverly Herzog, a geology expert, testified that while no borings were done in close proximity to the existing well on the proposed site, the lagoons pose little threat to the aquifer.

A staff gauge will be located in the lagoon which is marked "stop pumping" and "start pumping". Graduations marked on the gauge allow management to easily track liquid volumes on a weekly basis and after precipitation events. This will preserve treatment volume and minimize odor potential. Water will be added to precharge the lagoon prior to the addition of waste allowing for proper bacterial populations to become established to reduce odor.

FAILS TO ACHIEVE

There was significant testimony from several individuals as to the tremendous amount of odor given off from other large scale livestock facilities.

Testimony was also presented expressing concern about the method proposed to pump and pipe waste materials to fields where this waste would be spread. There was concern about the result of a pipe rupture and the possibility that waste material may be pumped into existing storm water culverts. Also related to the issue involving the spreading of manure were comments about the potential contamination of abandoned wells which might have been tapped into aquifers used by active wells.

Another concern raised in testimony was that the proposed lagoons are unlined and may have some degree of leakage. While the Engineer for the proposed livestock management facility testified that the soil tested to be quite impermeable, testimony to the contrary suggests that there is some amount of leakage in any unlined lagoon.

Testimony in opposition to the facility suggested that diseased material and possible undissolved antibiotics attaching to dust particles would be blown about by winds. Also, flies and other insects and breeding on or about the facility could subsequently transmit diseases and other chemical materials outside the bounds of the facility.

Members Segobiano/Sorensen moved the County Board approve Criterion 2. Member Emmett stated lagoon technology presents environmental problems. He stated the Board should be concerned with ground water contamination. Member Renner asked for clarification regarding which criterion most addressed the issue of odor. Mr. Ruud responded Criterion 2, Criterion 6, and perhaps Criterion 5. Member Gordon expressed concerns regarding lagoons not being lined. Member Hoselton stated concern regarding Mr. Feldmann's design. He also explained to the Board that the facility in Iowa has 72% lagoon leakage. Member Selzer pointed out that personal opinion does not matter. What the Board is voting on is whether the design, location, or operation will protect the environment by being consistent with the Livestock Management Facilities Act. Member Arnold mentioned an article in the Tribune quoting EPA Assistant Administrator Walter Charles Fox as saying "Large factory farms are among the greatest threats to our nation's waters and drinking water supplies because of the large amounts of manure." Member Sorensen stated he believes the facility meets the requirements of the Livestock Management Facilities Act. Member Sommer requested the name and credentials of the article to which Member Arnold referred. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-yes, Pokorney-yes, Renner-no, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-no. Motion carried twelve to eight.

EPA proposes stricter rules for big livestock farms

ASSOCIATED PRESS

WASHINGTON—The Environmental Protection Agency proposed tougher requirements Friday on thousands of large animal feedlot operations, declaring that they are one of the country's chief causes of water pollution.

The proposed regulation, which will depend on decisions made by the incoming Bush administration, would expand the number of cattle feedlots and hog farms that

would have to get pollution permits. It also would impose new pollution control requirements on poultry operations.

EPA Assistant Administrator Walter Charles Fox said large factory farms are "among the greatest threats to our nation's waters and drinking water supplies" because of the large amounts of manure.

Some environmentalists said the EPA proposal did not go far enough to clean up large hog, poul-

try and cattle farms. For example, they said, the EPA proposal stopped short of banning the use of open lagoons for wastes. It also allows for continued spraying of manure on fields as fertilizer.

"It will be business as usual for industrialized agribusiness," said Nancy Stoner, director of the Clean Water Project for the Natural Resources Defense Council. The NRDC sued the EPA eight years ago for not moving aggressively against the corporate farms.

12/16/2006 Tribune p. 3

- 3. Whether the location of the facility minimizes any incompatibility with the surrounding area's character by being located in any area zoned for agriculture where the county has zoning or where the county is not zoned, the setback requirements established by this (Livestock Management Facilities) Act are complied with;**

ACHIEVES

The Applicant and the Applicant's Engineers introduced testimony that demonstrated that the facility plans to be located in a way that complies with all of the set-back requirements established by the Act. The area is zoned for agriculture under the McLean County's zoning ordinance.

FAILS TO ACHIEVE

While the proposed facility is to be located in an agricultural zoned district, the sheer size and magnitude of its operations are not compatible with the small to medium sized farms in the surrounding area.

Members Segobiano/Bostic moved the County Board approve Criterion 3. Member Arnold reported, during the second meeting held at Bellflower it was stated anyone who operates a factory farm such as this, should they pass the eight criteria, is free to double the size of the facility within two years. Member Gordon stated there is no further notice of intent to construct, or public hearing required, for further expansion. Member Gordon also said this is the only opportunity the Board has to recommend to the Department of Agriculture whether the criterion has been achieved. Member Gordon added expansion does not involve any other direct and formal public involvement. Member Rodman clarified the facility has a limit on how much they can expand. Member Hoselton noted that Mr. Kasbergen and his designer have included an additional building for more animals which was drawn at the bottom of the layout. Member Hoselton stated this additional building clearly shows the intent to expand the operation. Member Selzer noted this was drawn in, to comply with the rest of the code, when Mr. Kasbergen raised the number of animals over the original plan. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-yes, Pokorney-yes, Renner-no, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried thirteen to seven.

- 4. Whether the facility is located within a 100-year floodplain or an otherwise environmentally sensitive area (defined as an area of karst area or with aquifer material within 5 feet of the bottom of the livestock waste handling facility) and whether construction standards set forth in the notice of intent to construct are consistent with the goal of protecting the safety of the area;**

ACHIEVES

Evidence presented by the engineer showed the facility is not located within a 100-year floodplain or otherwise environmentally sensitive area, including a karst area or an aquifer with material within 5 feet of the bottom of the proposed livestock waste handling facility. No aquifer material was found within 50 feet of the planned lagoon bottom. The actual soil borings did not find an aquifer within 55 feet of the planned lagoon bottom. The site investigation also found all silty clay extending below the planned lagoon bottom. There are also no endangered species in the area and nothing was found during an on-site Phase I Archeological Survey.

Construction standards are consistent with the goal of protecting the safety of the area because surface water will be diverted away from and around the facility and several detention basins will be used to reduce erosion and manage storm water.

FAILS TO ACHIEVE

There was testimony regarding the location of the borings and the inconsistent data produced by the borings the Engineer took as opposed to other borings that had been drilled at other times in the area. There were questions about the actual amount of aquifer material represented in the borings. There were concerns about borings not being taken in proximity to existing or abandoned wells.

There was concern about any plans to insure that abandoned wells on the proposed site as well as on the land contracted to receive manure were closed and capped. The Department of Agriculture personnel did note on the record the existence of uncapped, abandoned wells that might produce the greatest risk to the aquifer.

Finally, there is no evidence in the Applicant's notice of intent that lays out the construction standards. Therefore, there is no evidence that the construction standards would be consistent with the goal of protecting the safety of the area.

Members Segobiano/Bostic moved the County Board approve Criterion 4. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-yes, Pokorney-yes, Renner-no, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried thirteen to seven.

5. Whether the owner or operator has submitted plans for operation that minimize the likelihood of any environmental damage to the surrounding area from spills, runoff, and leaching;

ACHIEVES

The Applicant's Engineer testified that the facility has submitted design plans to minimize the likelihood of environmental damage from spills, runoff or leaching. Manure will be transferred through impermeable concrete channels. The facility is designed to hold 365 days of storage in excess of the minimum of 270 days required pursuant to the Act. This gives more flexibility in terms of applying the manure under optimum soil conditions. The manure will be applied according to the waste management plan, pumped through a reinforced hose from the pit to the actual land application equipment to minimize leaks. There will be safety switches on the manure pump in case of a leak. There is a facility emergency action plan that will be implemented in case of a spill, runoff or other release. The emergency plan includes emergency phone numbers, pagers and other details of action to be taken in the occasion of a response. The location of tools such as absorbing pads, sand, limestone, earth-moving equipment will be listed and updated regularly.

FAILS TO ACHIEVE

There was testimony where concerns were expressed with regard to the piping system for spreading the manure to land and the land application equipment. If existing drainage ditches were to be used, an equipment breakage could damage the environment. The risk of pollution depended greatly on how fast these pipes could be shut off and how quickly the materials could be contained. There was testimony alleging that any unlined facility would have some degree of leakage and runoff.

Testimony noted that antibiotics and growth hormones were planned to be fed to the cows. The waste produced could be subject to spills, runoff from excessive rains and/or leaching through the earth and walls of the lagoons and settling basins.

Spills, runoffs and leaching were represented as inherent to the design of any unlined lagoons. The design proposed by the applicant will result in a higher likelihood of spills, runoffs and leaching.

Members Segobiano/Bostic moved the County Board approve Criterion 5. Member Gordon stated his concerns as Paragraph 1 and Paragraph 3 under "Fails to Achieve". He said an unlined facility would have leakage and runoff. Member Gordon said they are trying to consider risks and probabilities; the risks are very high if the Board is wrong. He also said if there is a problem, the costs to the State and the County should be considered when talking about risks. Member Sommer questioned the language in the "Fails to Achieve" regarding "if existing drainage ditches were to be used." Member Sommer stated he could not see any way existing drainage ditches would be used in the process. He said that is one thing that the Board could disregard. Member Hoselton compared this facility to the Randolph Landfill and said he realized some Board Members are motivated by outside interests, but if this facility were across from your home would you have the same feeling. Member Sommer disagreed with Member Hoselton referring to the Randolph Landfill. Member Sommer stated the decision has to be based on what the Act itself declares. Member Emmett agreed the Board has to take into consideration what the majority of Bellflower residents wants. Member Arnold stated that adhering strictly to the criteria of a bad law or at least a weak law is flawed. Member Arnold said the Board should do what they can to refute the law and protect our local citizens. Member Gordon said, in reference to "environmental damage to the surrounding area", all of McLean County should be considered in this facility's backyard and he is quite concerned about that environmental impact. Member Sorensen stated distribution of manure can be scheduled for ideal weather conditions and if that were not the case, he would share others' concerns. Member Bass stated none of the Members are opposed to private enterprise therefore when Members vote it has nothing to do with the agricultural endeavors of people but the quality of life being invoked on the people who live in the area. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-yes, Pokorney-yes, Renner-no, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-no. Motion carried twelve to eight.

6. *Whether odor control plans are reasonable and incorporate reasonable or innovative odor reduction technologies given the current state of such technologies;*

ACHIEVES

The engineer testified that the facility odor control plans are reasonable. The waste material will be contained in multiple components. The initial waste solids will be stored in earthen settling basins with bio cover or fibrous crust that will form over them to trap and aerobically digest and contain odors. The two lagoon cells will be designed in accordance with American Society of AG Engineering standards so that loading rates are appropriate to help minimize odors. Solids from the settling basins will flow through a sluiceway into lagoon cell A. The bottom of that lagoon will be anaerobic with bacteria reducing the odor. The top of that lagoon will be aerobic with oxygen further reducing the odor. From Cell A, the stabilized solids will be piped by gravity flow to storage Cell B. From there the solids will be pumped into application equipment.

The facility will exceed the requirements of the Act by providing an aerator which will introduce additional fresh air into it thus reducing odor potential. The capacity of the lagoons will be sufficient to handle 365 days of material which is significantly greater than the 270 days required by the Act.

FAILS TO ACHIEVE

Several individuals who live in close proximity to other similar livestock management facilities testified there are very significant odor issues. Odors could be wind born and affect a significant area around these facilities.

Further testimony indicated that not only was there raw odor from other similar facilities, but there was particulate matter that traveled through the air containing debris and possible harmful chemicals. The odor can attach to the particulate which would require anyone in a wide area to seal their homes and never be able to open their windows. Particulate borne odors were not even addressed in any plans presented by Mr. Kasbergen or his engineer.

Members Segobiano/Bostic moved the Board approve Criterion 6. Member Emmett stated there is no odor control on these facilities. Member Arnold stated if this facility were being planned southwest of Bloomington/Normal it would be voted down due to the southwesterly winds. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-yes, Pokorney-yes, Renner-no, Rodman-yes, Salch-no, Segobiano-yes, Selzer-no, Sommer-yes, and Sweeney-yes. Motion carried eleven to nine.

7. Whether traffic patterns minimize the effect on existing traffic flows;

ACHIEVES

The Applicant, George Kasbergen, testified that his operation will have minimal impact on overall traffic flows. He would have two to four milk shipments per day and one to three grain shipments per day which might exceed the 80,000 lbs. weight limit. He further testified he would be willing to enter into a maintenance agreement with regard to the additional cost of the roads. He also testified that as a final alternative he would use trucks that would only carry half loads and thus fall within the existing road weight limits.

FAILS TO ACHIEVE

Jack Mitchell, McLean County Highway Engineer, wrote a letter that was introduced in the evidence stating the cost estimates for upgrading the roads would be \$600,000. The time required to design, acquire a right-of-way and actually construct would be unknown. The time required for acquiring the necessary land for widening the right-of-way is unknown and that there is no written agreement entered into between the applicant and the McLean County Highway Department for the road upgrade.

Further testimony indicated there were twelve school bus trips per day on this area of the road. There were also twenty to thirty additional cars per day that would be produced by this facility which might translate into forty to sixty additional trips per day. Traffic patterns will also be impacted by tourists and students from university agricultural programs visiting the site.

Testimony from a resident in nearby Piatt County indicated that the width of the existing roads would cause two of the wide large trucks to encroach on the shoulders of the roads when they passed, destroying the edge of the pavement, damaging the road shoulders, and having a deleterious affect on the existing bridges and culverts. This individual testified that replacement of one concrete culvert alone could run as much as \$250,000.

Members Segobiano/Bostic moved the County Board approve Criterion 7. Member Bass stated Mr. Kasbergen has not attempted to contact the County Engineer, Mr. Mitchell and should have by now. He also said Mr. Kasbergen would have to assume a great financial involvement in this, as have others in this County. Member Sorensen asked Member Bass if no conversations have occurred between Mr. Kasbergen and Mr. Mitchell, or if no agreements have been reached. Mr. Mitchell answered there have been discussions but no agreement has been reached. Member Sorensen stated Mr. Kasbergen intends to comply with laws when hauling, and casting a no vote would be calling him a liar. Member Kinzinger clarified the reason no agreement was entered into with the Transportation Committee was the Committee first wanted to see if the Board voted in favor of this. Member Rodman asked if the facility could begin their operations if there is not an agreement. Member Rodman voiced concern about large vehicles being on the roads causing a lot of damage over time which will cost tax dollars. Member Rodman also stated with the large vehicles there is a safety issue, along with increased traffic due to workers and tourism. Member Bass stated the idea of tourism is hogwash. Member Hoselton said in Piatt County the road is already 22' wide and in McLean County the road is only 20' wide. In order to put in the same size road, land would have to be acquired from the farmers. Member Hoselton said Mr. Kasbergen agreed to cut the loads in half during that cycle. Member Hoselton said the County is not going to spend \$600,000 on this gentleman when we have never done it any place else. Member Sommer said the record indicates there would be two to four milk shipments and one to three grain shipments per day, which might exceed the 80,000 pounds. Member Sommer said Mr. Kasbergen said he might reduce that by half, so he would comply. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-no, Kinzinger-yes, Nuckolls-no, Owens-no, Pokorney-no, Renner-no, Rodman-no, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-no, and Sweeney-no. Motion failed seven to thirteen. Members Renner/Hoselton moved the County Board Fails to Achieve Criterion 7. Member Segobiano asked for clarification as to how that Criterion failed to achieve. Member Renner clarified, it failed based on information presented at the public hearing and the cost estimates of upgrading the road. Clerk Milton shows the majority of Members present, voting in favor of the Motion. Motion carried.

8. Whether construction or modification of a new facility is consistent with existing community growth, tourism, recreation, or economic development or with specific projects involving community growth, tourism, recreation, or economic development that have been identified by government action for development or operation within one year through compliance with applicable zoning and setback requirements for populated areas as established by this (Livestock Management Facilities) Act.

ACHIEVES

The community growth, tourism, recreation and economic development agency presented substantial and lengthy written testimony on how the Applicant met this criteria. The Executive Director of the McLean County Chamber of Commerce and Economic Development Commission submitted written testimony regarding the likely increase in the demand for feed and other AG products when the facility is operational. Farmers, truckers, grain mill operators in the area were also going to benefit. Property taxes would increase by at least \$171,000. There would also be at least forty new jobs created.

There was testimony from several local individuals supporting the expectation of significant economic development. There was supporting testimony from individuals from other parts of Illinois representing organized agricultural interests, that concurred this operation would result in significant economic development for the Bellflower area and the entire State of Illinois.

FAILS TO ACHIEVE

There was testimony presented about the potential economic devastation that an operation like this could cause. There was concern expressed on the loss of property value. The closest resident to the proposed site testified she had already been in contact with a realtor and the realtor expressed concern about the salability of her property.

There was also testimony with regard to community growth. There had not been any growth in Bellflower and the status quo was indeed the desirable status for that community to be in. Economic growth was considered to be undesirable by at least one witness.

Testimony was presented that the livestock management facility would not be able to find a local labor force. It would have to import labor into the community. As a result, payroll dollars would more than likely be exported out of the community.

There was testimony indicating that similar operations did not buy their supplies in the local community but rather went far afield to do so.

There was testimony that there is no guarantee that the milk products produced would be sold to the closest processor. The Applicant, George Kasbergen, did admit that it might be sold to an operator in a far distant part of the country.

The Applicant, George Kasbergen, admitted that he may seek tax abatements available under the law. If tax abatements are granted, this would result in additional costs to the local governments.

The proposed site's proximity to municipalities outside of McLean County could also adversely impact on McLean County's and Bellflower's economic growth. In other words, money generated by the dairy farm can be spent just as easy in Champaign-Urbana as in McLean County.

Members Segobiano/Bostic moved the County Board approve Criterion 8. Member Sommer said he would support this motion. Member Selzer stated he reviewed the testimony Mr. Helton, from the Economic Development Council, gave and the numbers do show this facility is going to be part of an economic development trend in that area. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried fifteen to five.

Member Segobiano asked Mr. Ruud if the Board was required to file a recommendation. Mr. Ruud stated there is no legal requirement; however, there is nothing prohibiting them from doing so. Member Segobiano stated of the 24 people who testified at the hearing, seven opposed the facility and three of the seven were from McLean County. Mr. Segobiano said the public testimony clearly indicated the residents in Bellflower and surrounding Bellflower strongly support this. Member Segobiano/Johnson moved the County Board Approve Recommendation of the Proposed Facility. Member Renner asked for clarification if this fails to meet any single criterion if the Board is supposed to give a negative recommendation. Mr. Ruud answered this is not correct. He said the law requires the Department of Agriculture to find the applicant has met the eight criteria. All the County Board is charged with is determining a recommendation whether the applicant has achieved those eight criteria. There is nothing in the law that requires a recommendation be made. Member Renner stated the Board has voted against one of the criterion so he would urge, given those limitations, we not support this resolution. Member Bass stated where he lives he can smell the University Farm which has never had more than 18-20 cattle. Member Bass said one person with a conviction is a majority and we should respect the quality of life for those people. Member Emmett said the waste that is generated by this factory is his main concern. He said this is a factory not a facility, the size is the difference. Member Emmett also said that we are putting our family farmers out of business with these facilities. Member Sommer said agriculture is going to change and family farms are not going to survive. Member Hoselton said he attended two meetings in Bellflower and the vast majority had negative comments. He also said people are hesitant about stating their opinions in public but they will write letters. Member Segobiano asked the State's Attorney to explain exparte communication in regards to this situation. Mr. Ruud replied, if there has been a public hearing with a record and a decision needs to be made, the decision needs to be based on what was presented at the hearing, not on exparte communication. Member Segobiano stated the facility would be a plus to McLean County. Member Arnold said he is convinced this factory farm will pose a threat to water supply in this County and surrounding Counties and since McLean County needs water more than it needs milk he will vote no. Member Rodman said Mr. Kasbergen was not willing to work with the County on Criterion 7, which makes him question whether Mr. Kasbergen will be willing to work together on other issues that may come down the road. Member Sommer said the Act itself does not require the Board to act and he would prefer they submit the criteria with the votes they made. Member Sommer stated the applicant then has to comply before they can receive a permit from the Department of Agriculture. Mr. Ruud agreed. Member Sommer again said he would like to send in the vote on each Criterion. Member Bass asked if there are sanctions if violations do occur. He also said there are some things that are not included.

Member Bass said the facility should be monitored once a week or month instead of yearly and also stated concern that no veterinarian is on staff at the facility. Member Sorensen stated that in Bellflower Township the votes for Dean and Emmett were closely split in the November election. Dean is an advocate for this issue and Member Emmett is opposed to it. Member Sorensen said this clearly indicated at the polling place that the community was split on this issue. Member Emmett said, in regards to the election, it was evenly split, even though he did not campaign. He said he believed the people in Bellflower spoke. Member Emmett stated there was an 800,000-gallon spill in Illinois from a hog facility and the total fine was \$5,000, the cost of doing business. Member Emmett said the Board has to be concerned about the environmental issue. Member Gordon commented he did not understand how the Board could monitor the facility or what good it would do. He also stated there was not a consensus among the Board and the magnitude of changes that would come about, were the dairy to be approved, would be out of proportion to the consensus in support of those changes either in the community or on the Board. Chairman Sweeney repeated the vote totals for each Criterion. Member Selzer stated that the Board owes it to the citizens of McLean County to make a recommendation whether it is pro or con. He also said he hopes the Board goes to Executive Committee and sends the strongest Resolution they can to the State Legislators and Senators to change the Act. Member Renner noted the lack of consensus and urged anyone with concerns to oppose the Resolution. Member Sommer called the question. Chairman Sweeney stated a yes vote indicates you want to approve the recommendation for the proposed construction of a livestock management facility in Bellflower and no indicates you are not supporting that facility. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-no, Berglund-yes, Bostic-yes, Emmett-no, Gordon-no, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-no, Owens-no, Pokorney-yes, Renner-no, Rodman-no, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried eleven to nine.

Member Sommer stated the Items to Be Presented for Information are on pages 170-189.

**LIVESTOCK MANAGEMENT
FACILITIES ACT**
and rules

August 1999



This printing of the Livestock Management Facilities Act [510 ILCS 77/1 et seq.] and rules includes all amendments and associated rulemaking through July 13, 1999.

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Livestock Management Facilities Act
(Illinois Compiled Statutes, Chapter 510, Act 77, Sections 77/1 et seq.)

AN ACT concerning livestock management facilities.
P.A. 89-456, approved and effective May 21, 1996.
Amended by Public Act 90-565, effective June 1, 1998;
Public Act 91-110, effective July 13, 1999.

Section 1. Short title. This Act may be cited as the Livestock Management Facilities Act.

Section 5. Policy.

- (a) The General Assembly finds the following:
- (1) Enhancements to the current regulations dealing with livestock production facilities are needed.
 - (2) The livestock industry is experiencing rapid changes as a result of many different occurrences within the industry including increased sophistication of production technology, increased demand for capital to maintain or expand operations, and changing consumer demands for a quality product.
 - (3) The livestock industry represents a major economic activity in the Illinois economy.
 - (4) The trend is for larger concentration of animals at a livestock management facility due to various market forces.
 - (5) Current regulation of the operation and management of livestock production is adequate for today's industry with a few modifications.
 - (6) Due to the increasing numbers of animals at a livestock management facility, there is a potential for greater impacts on the immediate area.
 - (7) Livestock waste lagoons must be constructed according to standards to maintain structural integrity and to protect groundwater.
 - (8) Since a majority of odor complaints result from manure application, livestock producers must be provided with an educational program that will enhance neighbor awareness and their environmental management skills, with emphasis on management of livestock wastes.
- (b) Therefore, it is the policy of the State of Illinois to maintain an economically viable livestock industry in the State of Illinois while protecting the environment for the benefit of both the livestock producer and persons who live in the vicinity of a livestock production facility.

Section 10. Definitions. In this Act words and phrases

have the meanings set forth in the following Sections, unless the context clearly requires otherwise.

Section 10.5. Agency. "Agency" means the Illinois Environmental Protection Agency.

Section 10.7. Animal feeding operation. "Animal feeding operation" means a feeding operation as defined in the Illinois Environmental Protection Act and the rules promulgated under that Act concerning agriculture related pollution.

Section 10.10. Animal unit. "Animal unit" means a unit of measurement for any animal feeding operation calculated as follows:

- (1) Brood cows and slaughter and feeder cattle multiplied by 1.0.
- (2) Milking dairy cows multiplied by 1.4.
- (3) Young dairy stock multiplied by 0.6.
- (4) Swine weighing over 55 pounds multiplied by 0.4.
- (5) Swine weighing under 55 pounds multiplied by 0.03.
- (6) Sheep, lambs, or goats multiplied by 0.1.
- (7) Horses multiplied by 2.0.
- (8) Turkeys multiplied by 0.02.
- (9) Laying hens or broilers multiplied by 0.01 (if the facility has continuous overflow watering).
- (10) Laying hens or broilers multiplied by 0.03 (if the facility has a liquid manure handling system).
- (11) Ducks multiplied by 0.02.

Section 10.15. Certified livestock manager. "Certified livestock manager" means a person that has been duly certified by the Department as an operator of a livestock waste handling facility.

Section 10.20. Department. "Department" means the Illinois Department of Agriculture.

Section 10.23. Farm residence. "Farm residence" means any residence on a farm owned or occupied by the farm owners, operators, tenants, or seasonal or year-round hired workers. For purposes of this definition, a "farm" is the land, buildings, and machinery used in the commercial production of farm products, and "farm products" are those plants and animals and their products which are produced or raised for commercial purposes and include but are not limited to forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products,

livestock, fruits, vegetables, flowers, seeds, grasses, trees, fish, honey and other similar products, or any other plant, animal, or plant or animal product which supplies people with food, feed, fiber, or fur.

Section 10.24. Karst area. "Karst area" means an area with a land surface containing sinkholes, large springs, disrupted land drainage, and underground drainage systems associated with karstified carbonate bedrock and caves or a land surface without these features but containing a karstified carbonate bedrock unit generally overlain by less than 60 feet of unconsolidated materials.

Section 10.25. Lagoon. "Lagoon" means any excavated, diked, or walled structure or combination of structures designed for biological stabilization and storage of livestock wastes. A lagoon does not include structures such as manufactured slurry storage structures or pits under buildings as defined in rules under the Environmental Protection Act concerning agriculture related pollution.

Section 10.26. Karstified carbonate bedrock. "Karstified carbonate bedrock" means a carbonate bedrock unit (limestone or dolomite) that has a pronounced conduit or secondary porosity due to dissolution of the rock along joints, fractures, or bedding plains.

Section 10.30. Livestock management facility. "Livestock management facility" means any animal feeding operation, livestock shelter, or on-farm milking and accompanying milk-handling area. Two or more livestock management facilities under common ownership, where the facilities are not separated by a minimum distance of 1/4 mile, and that share a common livestock waste handling facility shall be considered a single livestock management facility. A livestock management facility at educational institutions, livestock pasture operations, where animals are housed on a temporary basis such as county and state fairs, livestock shows, race tracks, and horse breeding and foaling farms, and market holding facilities are not subject to this Act.

Section 10.35. Livestock waste. "Livestock waste" means livestock excreta and associated feed-losses, bedding, wash waters, sprinkling waters from livestock cooling, precipitation polluted by falling on or flowing onto an animal feeding operation, and other materials polluted by livestock.

Section 10.40. Livestock waste handling facility. "Livestock waste handling facility" means individually or collectively those immovable constructions or devices, except sewers, used for collecting, pumping, treating, or disposing of livestock waste or for the recovery of by-products from the livestock waste. Two or more livestock waste handling facilities under common ownership and where the facilities are not separated by a minimum

distance of 1/4 mile shall be considered a single livestock waste handling facility.

Section 10.43. Modified. "Modified" means structural changes to a lagoon that increase its volumetric capacity.

Section 10.45. New facility. "New facility" means a livestock management facility or a livestock waste handling facility the construction or expansion of which is commenced on or after the effective date of this Act. Expanding a facility where the fixed capital cost of the new components constructed within a 2-year period does not exceed 50% of the fixed capital cost of a comparable entirely new facility shall not be deemed a new facility as used in this Act.

Section 10.47. Non-farm residence. "Non-farm residence" means any residence which is not a farm residence.

Section 10.50. Owner or operator. "Owner or Operator" means any person who owns, leases, controls, or supervises a livestock management facility or livestock waste-handling facility.

Section 10.55. Person. "Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity or their legal representative, agent, or assigns.

Section 10.60. Populated area. "Populated Area" means any area where at least 10 inhabited non-farm residences are located or where at least 50 persons frequent a common place of assembly or a non-farm business at least once per week.

Section 11. Filing notice of intent to construct and construction data; registration of facilities.

- (a) An owner or operator shall file a notice of intent to construct for a livestock management facility or livestock waste handling facility with the Department prior to construction to establish a base date, which shall be valid for one year, for determination of setbacks in compliance with setback distances or, in the case of construction that is not a new facility, with the maximum feasible location requirements of Section 35 of this Act.
- (b) For a livestock waste handling facility that is not subject to Section 12 of this Act, a construction plan of the waste handling structure with design specifications of the structure noted as prepared by or for the owner or operator shall be filed with the Department at least 10 calendar days prior to the anticipated dates of construction. Upon receipt of the notice of intent to construct form or the construction plan, the Department shall review the

documents to determine if all information has been submitted or if clarification is needed. The Department shall, within 15 calendar days of receipt of a notice of intent to construct or the construction plan, notify the owner or operator that construction may begin or that clarification is needed.

- (c) For a livestock waste handling facility that is subject to Section 12 of this Act, a completed registration shall be filed with the Department at least 37 calendar days prior to the anticipated dates of construction. The registration shall include the following: (i) the name and address of the owner and operator of the livestock waste handling facility; (ii) a general description of the livestock waste handling structure and the type and number of the animal units of livestock it serves; (iii) the construction plan of the waste handling structure with design specifications of the structure noted as prepared by or for the owner or operator, and (iv) anticipated dates of construction. The Department shall, within 15 calendar days of receipt of the registration form, notify the person submitting the form that the registration is complete or that clarification information is needed.

- (d) Any owner or operator who fails to file a notice of intent to construct form or construction plans with the Department prior to commencing construction, upon being discovered by the Department, shall be subject to an administrative hearing by the Department. The administrative law judge, upon determination of a failure to file the appropriate form, shall impose a civil administrative penalty in an amount no more than \$1,000 and shall enter an administrative order directing that the owner or operator file the appropriate form within 10 business days after receiving notice from the Department. If, after receiving the administrative law judge's order to file, the owner or operator fails to file the appropriate form with the Department, the Department shall impose a civil administrative penalty in an amount no less than \$1,000 and no more than \$2,500 and shall enter an administrative order prohibiting the operation of the facility until the owner or operator is in compliance with this Act. Penalties under this subsection (d) not paid within 60 days of notice from the Department shall be submitted to the Attorney General's office or an approved private collection agency.

Section 12. Public informational meeting; lagoons and non-lagoon structures.

- (a) Beginning on the effective date of this amendatory Act of 1999, within 7 days after receiving a form giving notice of intent to construct (i) a new

livestock management facility or livestock waste handling facility serving 1,000 or more animal units that does not propose to utilize a lagoon or (ii) a livestock waste management facility or livestock waste handling facility that does propose to utilize a lagoon, the Department shall send a copy of the notice form to the county board of the county in which the facility is to be located and shall publish a public notice in a newspaper of general circulation within the county. After receiving a copy of the notice form from the Department, the county board may, at its discretion and within 30 days after receipt of the notice, request that the Department conduct an informational meeting concerning the proposed construction that is subject to this Section. In addition, during the county's 30-day review period, county residents may petition the county board of the county where the proposed new facility will be located to request that the Department conduct an informational meeting. When petitioned by 75 or more of the county's residents who are registered voters, the county board shall request that the Department conduct an informational meeting. If the county board requests that the Department conduct the informational meeting, the Department shall conduct the informational meeting within 15 days of the county board's request. If the Department conducts such a meeting, it shall cause notice of the meeting to be published in a newspaper of general circulation in the county and in the State newspaper and shall send a copy of the notice to the County Board. Upon receipt of the notice, the County Board shall post the notice on the public informational board at the county courthouse at least 10 days before the meeting. The owner or operator who submitted the notice of intent to construct to the Department shall appear at the meeting. At the meeting, the Department shall afford members of the public an opportunity to ask questions and present oral or written comments concerning the proposed construction.

- (b) The county board shall submit at the informational meeting or within 30 days following the meeting an advisory, non-binding recommendation to the Department about the proposed new facility's construction in accordance with the applicable requirements of this Act. The advisory, non-binding recommendation shall contain at a minimum:

- (1) a statement of whether the proposed facility achieves or fails to achieve each of the 8 siting criteria as outlined in subsection (d); and
- (2) a statement of the information and

criteria used by the county board in determining that the proposed facility met or failed to meet any of the criteria described in subsection (d).

(c) When the county board requests an informational meeting, construction shall not begin until after the informational meeting has been held, the Department has reviewed the county board's recommendation and replied to the recommendation indicating if the proposed new livestock management facility or the new livestock waste handling facility is or will be in compliance with the requirements of the Act, and the owner, operator, or certified manager and operator has received the Department's notice that the setbacks and all applicable requirements of this Act have been met.

(d) At the informational meeting for the proposed facility, the Department of Agriculture shall receive evidence by testimony or otherwise on the following subjects:

- (1) Whether registration and livestock waste management plan certification requirements, if required, are met by the notice of intent to construct.
- (2) Whether the design, location, or proposed operation will protect the environment by being consistent with this Act.
- (3) Whether the location minimizes any incompatibility with the surrounding area's character by being located in any area zoned for agriculture where the county has zoning or where the county is not zoned, the setback requirements established by this Act are complied with.
- (4) Whether the facility is located within a 100-year floodplain or an otherwise environmentally sensitive area (defined as an area of karst area or with aquifer material within 5 feet of the bottom of the livestock waste handling facility) and whether construction standards set forth in the notice of intent to construct are consistent with the goal of protecting the safety of the area.
- (5) Whether the owner or operator has submitted plans for operation that minimize the likelihood of any environmental damage to the surrounding area from spills, runoff,

and leaching.

- (6) Whether odor control plans are reasonable and incorporate reasonable or innovative odor reduction technologies given the current state of such technologies.
- (7) Whether traffic patterns minimize the effect on existing traffic flows.
- (8) Whether construction or modification of a new facility is consistent with existing community growth, tourism, recreation, or economic development or with specific projects involving community growth, tourism, recreation, or economic development that have been identified by government action for development or operation within one year through compliance with applicable zoning and setback requirements for populated areas as established by this Act.

Section 12.1. Final determination.

- (a) Within 15 calendar days of the close of the comment period under subsection (b) of Section 12, the Department shall determine if, more likely than not, the provisions of the Act have been met and shall send notice to the applicant and the county board indicating that construction may proceed. If the Department finds that, more likely than not, the provisions of the Act have not been met the Department shall send notice to the applicant that construction is prohibited.
 - (a-5) If the Department finds that additional information or that specific changes are needed in order to assist the Department in making the determination under subsection (a) of this Section, the Department may request such information or changes from the owner or operator of the new livestock waste handling facility or waste management facility.
- (b) If no informational meeting is held, the Department shall, within 15 calendar days following the end of the period for the county board to request an informational meeting, notify the owner or operator that construction may begin or that clarification is needed.
- (c) If the owner or operator of a proposed livestock management facility or livestock waste handling facility amends the facility plans during the Department's review, the Department shall notify the county board, which may exercise its option of a public informational meeting pursuant to Section 12 of this Act.
- (d) If the owner or operator of a proposed new livestock management or new livestock waste handling facility amends the facility plans during the Department's review process by increasing the

animal unit capacity of the facility such that the required setback distances will be increased, the owner or operator shall submit a revised notice of intent to construct and comply with applicable provisions of this Act.

Section 13. Livestock waste handling facilities other than earthen livestock waste lagoons; construction standards; certification; inspection; removal-from-service requirements.

(a) After the effective date of this amendatory Act of 1999, livestock waste handling facilities other than earthen livestock waste lagoons used for the storage of livestock waste shall be constructed in accordance with this Section.

(1) Livestock waste handling facilities constructed of concrete shall meet the strength and load factors set forth in the Midwest Plan Service's Concrete Manure Storage Handbook (MWPS-36) and future updates. In addition, those structures shall meet the following requirements:

(A) Waterstops shall be incorporated into the design of the storage structure when consistent with the requirements of paragraph (1) of this subsection;

(B) Storage structures that handle waste in a liquid form shall be designed to contain a volume of not less than the amount of waste generated during 150 days of facility operation at design capacity; and

(C) Storage structures not covered or otherwise protected from precipitation shall, in addition to the waste storage volume requirements of subparagraph (B) of paragraph (1) of this subsection, include a 2-foot freeboard.

(2) A livestock waste handling facility in a prefabricated form shall meet the strength, load, and comparability factors for its intended use. Those factors shall be verified by the manufacturer's specifications.

(3) Livestock waste handling facilities holding semi-solid livestock waste, including but not limited to picket dam structures, shall be constructed according to the requirements set forth in the Midwest Plan Service's Livestock Waste Facilities Handbook (MWPS-18) and future updates or similar standards used by the Natural Resources Conservation Service of the United States Department of Agriculture.

(4) Livestock waste handling facilities holding solid livestock waste shall be constructed according to the requirements set forth in the Midwest Plan Service's Livestock Waste Facilities Handbook (MWPS-18) and future updates or similar standards used by the Natural Resources Conservation Service of the United States Department of Agriculture. In addition, solid livestock waste stacking structures shall be sized to store not less than the amount of waste generated during 6 months of facility operation at design capacity.

(5) Holding ponds used for the temporary storage of livestock feedlot run-off shall be constructed according to the requirements set forth in the Midwest Plan Service's Livestock Waste Facilities Handbook (MWPS-18) and future updates or similar standards used by the Natural Resources Conservation Service of the United States Department of Agriculture.

(b) New livestock management facilities and livestock waste handling facilities constructed after the effective date of this amendatory Act of 1999 shall be subject to the additional construction requirements and siting prohibitions provided in this subsection (b).

(1) No new non-lagoon livestock management facility or livestock waste handling facility may be constructed within the floodway of a 100-year floodplain. A new livestock management facility or livestock waste handling facility may be constructed within the portion of a 100-year floodplain that is within the flood fringe and outside the floodway provided

that the facility is designed and constructed to be protected from flooding and meets the requirements set forth in the Rivers, Lakes, and Streams Act, Section 5-40001 of the Counties Code, and Executive Order Number 4 (1979). The delineation of floodplains, floodways, and flood fringes shall be in compliance with the National Flood Insurance Program. Protection from flooding shall be consistent with the National Flood Insurance Program and shall be designed so that stored livestock waste is not readily removed.

- (2) A new non-lagoon livestock waste handling facility constructed in a karst area shall be designed to prevent seepage of the stored material into groundwater in accordance with ASAE 393.2 or future updates. Owners or operators of proposed facilities should consult with the local soil and water conservation district, the University of Illinois Cooperative Extension Service, or other local, county, or State resources relative to determining the possible presence or absence of such areas. Notwithstanding the other provisions of this paragraph (2), after the effective date of this amendatory Act of 1999, no non-lagoon livestock waste handling facility may be constructed within 400 feet of any natural depression in a karst area formed as a result of subsurface removal of soil or rock materials that has caused the formation of a collapse feature that exhibits internal drainage. For the purposes of this paragraph (2), the existence of such a natural depression in a karst area shall be indicated by the uppermost closed depression contour lines on a USGS 7 1/2 minute quadrangle topographic map or as determined by Department field investigation in a karst area.

- (3) A new non-lagoon livestock waste handling facility constructed in an area where aquifer material is present within 5 feet of the bottom of the facility shall be designed to ensure the structural integrity of the containment structure and to prevent seepage of the stored material to groundwater. Footings and underlying structure support shall be incorporated into the design standards of the storage structure in accordance with the requirements of Section 4.1 of the American Society of Agricultural Engineers (ASAE) EP 393.2 or future updates.
- (c) A livestock waste handling facility owner may rely on guidance from the local soil and water conservation district, the Natural Resources Conservation Service of the United States Department of Agriculture, or the University of Illinois Cooperative Extension Service for soil type and associated information.
- (d) The standards in subsections (a) and (b) shall serve as interim construction standards until such time as permanent rules promulgated pursuant to Section 55 of this Act become effective. In addition, the Department and the Board shall utilize the interim standards in subsections (a) and (b) as a basis for the development of such permanent rules.
- (e) The owner or operator of a livestock management facility or livestock waste handling facility may, with the approval of the Department, elect to exceed the strength and load requirements as set forth in this Section.
- (f) The owner or operator of a livestock management facility or livestock waste handling facility shall send, by certified mail or in person, to the Department a certification of compliance together with copies of verification documents upon completion of construction. In the case of structures constructed with the design standards used by the Natural Resources Conservation Service of the United States Department of Agriculture, copies of the design standards and a statement of verification signed by a representative of the United States Department of Agriculture shall accompany the owner's or operator's certification of compliance. The certification shall state that the structure meets or exceeds the requirements in subsection (a) of this Section. A \$250 filing fee shall accompany the statement.
- (g) The Department shall inspect the construction site prior to construction, during construction, and

within 10 business days following receipt of the certification of compliance to determine compliance with the construction standards.

- (h) The Department shall require modification when necessary to bring the construction into compliance with the standards set forth in this Section. The person making the inspection shall discuss with the owner, operator, or certified livestock manager an evaluation of the livestock waste handling facility construction and shall (i) provide on-site written recommendations to the owner, operator, or certified livestock manager of what modifications are necessary or (ii) inform the owner, operator, or certified livestock manager that the facility meets the standards set forth in this Section. On the day of the inspection, the person making the inspection shall give the owner, operator, or certified livestock manager a written report of findings based on the inspection together with an explanation of remedial measures necessary to enable the livestock waste handling facility to meet the standards set forth in this Section. The Department shall, within 5 business days of the date of inspection, send an official written notice to the owner or operator of the livestock waste handling facility by certified mail, return receipt requested, indicating that the facility meets the standards set forth in this Section or identifying the remedial measures necessary to enable the livestock waste handling facility to meet the standards set forth in this Section. The owner or operator shall, within 10 business days of receipt of an official written notice of deficiencies, contact the Department to develop the principles of an agreement of compliance. The owner or operator and the Department shall enter into an agreement of compliance setting forth the specific changes to be made to bring the construction into compliance with the standards required under this Section. If an agreement of compliance cannot be achieved, the Department shall issue a compliance order to the owner or operator outlining the specific changes to be made to bring the construction into compliance with the standards required under this Section. The owner or operator can request an administrative hearing to contest the provisions of the Department's compliance order.

- (j)¹ If any owner or operator operates in violation of an agreement of compliance, the Department shall seek an injunction in circuit court to prohibit the operation of the facility until construction and certification of the livestock waste handling facility are in compliance with the provisions of this

¹ No subsection (i) in enrolled bill.

- Section.
- (k) When any livestock management facility not using an earthen livestock waste lagoon is removed from service, the accumulated livestock waste remaining within the facility shall be removed and applied to land at rates consistent with a waste management plan for the facility. Removal of the waste shall occur within 12 months after the date livestock production at the facility ceases. In addition, the owner or operator shall make provisions to prevent the accumulation of precipitation within the livestock waste handling facility. Upon completion of the removal of manure, the owner or operator of the facility shall notify the Department that the facility is being removed from service and the remaining manure has been removed. The Department shall conduct an inspection of the livestock waste handling facility and inform the owner or operator in writing that the requirements imposed under this subsection (k) have been met or that additional actions are necessary. Commencement of operations at a facility that has livestock shelters left intact and that has completed the requirements imposed under this subsection (k) and that has been operated as a livestock management facility or livestock waste handling facility for 4 consecutive months at any time within the previous 10 years shall not be considered a new or expanded livestock management or waste handling facility. A new facility constructed after May 21, 1996 that has been removed from service for a period of 2 or more years shall not be placed back into service prior to an inspection of the livestock waste handling facility and receipt of written approval by the Department.

Section 15. Livestock waste lagoon.

- (a) Standards for livestock waste lagoon construction. Any earthen livestock waste lagoon subject to registration shall be constructed or modified in accordance with "Design of Anaerobic Lagoons for Animal Waste Management" promulgated by the American Society of Agricultural Engineers or the national guidelines as published by the United States Department of Agriculture Natural Resource Conservation Service in Illinois and titled Waste Treatment Lagoon. The owner or operator of the earthen livestock lagoon may, with approval from the Department, modify or exceed these standards in order to meet site specific objectives. Notwithstanding any other requirement of this subsection, every earthen livestock waste lagoon shall include the construction of a secondary berm, filter strip, grass waterway, or terrace, or any combination of those, outside the perimeter of the primary berm if

an engineer licensed under the Professional Engineering Practice Act of 1989 and retained by the registrant determines, with the concurrence of the Department, that construction of such a secondary berm or other feature or features is necessary in order to ensure against a release of livestock waste from the lagoon (i) that encroaches or is reasonably expected to encroach upon land other than the land occupied by the livestock waste handling facility of which the lagoon is a part or (ii) that enters or is reasonably expected to enter the waters of this State. The Department shall determine compliance with these requirements. The Department may require changes in design or additional requirements to protect groundwater, such as extra liner depth or synthetic liners, when it appears groundwater could be impacted.

(a-5) New earthen livestock waste lagoons constructed after the effective date of this amendatory Act of 1999 shall be subject to additional construction requirements and siting prohibitions as provided in this subsection (a-5).

(1) No new earthen livestock waste lagoon may be constructed within the floodway of a 100-year floodplain. A new earthen livestock waste lagoon may be constructed within the portion of a 100-year floodplain that is within the flood fringe and outside the floodway provided that the facility is designed and constructed so that livestock waste is not readily removed during flooding and meets the requirements set forth in the Rivers, Lakes, and Streams Act, Section 5-40001 of the Counties Code, and Executive Order Number 4 (1979). The delineation of floodplains, floodways, and flood fringes shall be in compliance with the National Flood Insurance Program.

(2) A new earthen livestock waste lagoon constructed in a karst area shall be designed to prevent seepage of the stored material to groundwater. Owners or operators of proposed facilities shall consult with the local soil and water conservation district, the University of Illinois Cooperative Extension Service, or other local, county, or State resources relative to determining the possible presence or absence of such areas. Notwithstanding the other

provisions of this paragraph (2), after the effective date of this amendatory Act of 1999, no earthen livestock waste lagoon may be constructed within 400 feet of any natural depression in a karst area formed as a result of subsurface removal of soil or rock materials that has caused the formation of a collapse feature that exhibits internal drainage. For the purposes of this paragraph (2), the existence of such natural depression in a karst area shall be indicated by the uppermost closed depression contour lines on a USGS 7 1/2 minute quadrangle topographic map or as determined by Department field investigation in a karst area.

(b) Registration and certification. Any earthen livestock waste lagoon newly constructed or modified (does not include repairs) after the effective date of rules adopted for the implementation of this Act shall be registered by the owner or operator with the Department on a form provided by the Department. Lagoons constructed prior to the effective date of rules adopted for the implementation of this Act may register with the Department at no charge.

In order to give the Department notice of the owner's or operator's intent to construct or modify an earthen livestock waste lagoon, the owner or operator shall register such lagoon with the Department during the preconstruction phase. Construction shall not begin until 30 days after submittal of a registration form by certified mail to the Department. When an informational meeting is requested by the county, construction shall not begin until after the informational meeting has been held.

Livestock waste lagoon registration forms shall be made available to producers at offices of the Department of Agriculture, Cooperative Extension Service, and Soil and Water Conservation Districts.

Registration information shall include the following:

- (1) Name(s) and address(es) of the owner and operator who are responsible for the livestock waste lagoon.
- (2) General location of lagoon.
- (3) Design construction plans and specifications.
- (4) Specific location information:
 - (A) Distance to a private or public potable well;
 - (B) Distance to closest occupied private residence (other than any occupied by owner or operator);
 - (C) Distance to nearest stream; and

- (D) Distance to nearest populated area.
- (5) Anticipated beginning and ending dates of construction.
- (6) Type of livestock and number of animal units.

The Department of Agriculture upon receipt of a livestock waste lagoon registration form shall review the form to determine that all required information has been provided. The person filing the registration shall be notified within 15 working days that the registration is complete or that clarification of information is needed. No later than 10 working days after receipt of the clarification information, the Department shall notify the owner or operator that the registration is complete.

The Department shall inspect an earthen livestock waste lagoon during preconstruction, construction, and post-construction. The Department shall require modifications when necessary to bring construction in compliance with the standards as set forth in subsection (a) of Section 15. The person making the inspection shall discuss with the owner, operator, or certified livestock manager an evaluation of the livestock waste lagoon construction and shall (i) provide on-site written recommendations to the owner, operator, or certified livestock manager of what modifications are necessary or (ii) inform the owner, operator, or certified livestock manager that the lagoon meets the standards set forth in subsection (a) of Section 15. On the day of the inspection, the person making the inspection shall give the owner, operator, or certified livestock manager a written report of his or her findings based on the inspection, together with an explanation of any remedial measures necessary to enable the lagoon to meet the standards set forth in subsection (a).

The person making any inspection shall comply with reasonable animal health protection procedures as requested by the owner, operator, or certified livestock manager.

Upon completion of the construction or modification, but prior to placing the lagoon in service, the owner or operator of the livestock waste lagoon shall certify on a form provided by the Department that the lagoon has been constructed or modified in accordance with the standards set forth in subsection (a) of Section 15 and that the information provided on the registration form is correct.

- (1) The certification notice to the Department shall include a certification statement and signature.
- (2) The certification shall state: "I hereby certify that the information provided on this form is correct and that the lagoon has been constructed in accordance with the standards as required by

the Livestock Management Facilities Act."

Within 10 business days of receipt of the certification of compliance, the Department shall inspect the lagoon site. The Department shall, within 5 business days of the date of inspection, send an official written notice by certified mail, return receipt requested, to the owner or operator of the facility indicating that all requirements of this Section have been met or that deficiencies exist that must be corrected prior to the completion of the lagoon registration process and the placement of the lagoon into service. The owner or operator of the lagoon may proceed to place the lagoon in service after receipt of the Department's notice that all the requirements of this Section have been met.

- (c) Complaint procedure. Any person having a complaint concerning an earthen livestock waste lagoon may file a complaint with the Agency. If the Agency finds that groundwater has been negatively impacted because of structural problems with the earthen lagoon, the Agency shall notify the Department that modification of the lagoon is necessary. The livestock owner or operator or the Department may request guidance from the United States Department of Agriculture Natural Resource Conservation Service or the University of Illinois Cooperative Extension Service.

The person making any inspection shall comply with animal health protection procedures as requested by the owner or operator.

Any earthen livestock waste lagoon in service prior to the effective date of the rules for implementation of this Act is not subject to registration but is only subject to the complaint procedure. However, any such livestock waste lagoon found impacting groundwater shall be required to be repaired, modified, or have procedures instituted so groundwater is not negatively impacted.

If an investigation reveals groundwater has been negatively impacted, the Department and Agency shall cooperate with the owner or operator of the affected livestock waste lagoon to provide a reasonable solution to protect the groundwater.

Nothing in this Section shall limit the Agency's authority under the Environmental Protection Act to investigate and respond to violations of the Environmental Protection Act or rules adopted under that Act.

- (d) Livestock waste lagoon registration fee. The livestock waste lagoon registration fee is \$250.

- (e) Closure of livestock waste lagoons. When any earthen livestock waste lagoon is removed from service, it shall be completely emptied. Appropriate closure procedures shall be followed as determined by rule. The remaining hole must be filled. The closure requirements shall be completed within two years from the date of cessation of operation unless the lagoon is maintained or serviced. The Department may grant a waiver to the before-stated closure requirements that will permit the lagoon to be used for an alternative purpose.

Upon a change in ownership of a registered earthen livestock waste lagoon, the owner shall notify the Department of the change within 30 working days of the closing of the transaction.

- (f) Administrative authority. All actions of the Department of Agriculture are subject to the Illinois Administrative Procedure Act.

Any earthen livestock waste lagoon subject to registration shall not begin operation until the owner or operator of the lagoon has met the requirements of this Act.

The owner or operator of any earthen livestock waste lagoon subject to registration that has not been registered or constructed in accordance with standards set forth in subsection (a) of Section 15 shall, upon being identified as such by the Department, be given written notice by the Department to register and certify the lagoon within 10 working days of receipt of the notice. The Department may inspect such lagoon and require compliance in accordance with subsections (a) and (b) of this Section. If the owner or operator of the livestock waste lagoon that is subject to registration fails to comply with the notice, the Department may issue a cease and desist order until such time as compliance is obtained with the requirements of this Act. Failure to construct the lagoon in accordance with the construction plan and Department recommendations is a business offense punishable by a fine of not more than \$5,000.

Section 16. Inspection of earthen livestock waste lagoons by Department. At least once each year on a random basis, the Department shall inspect every earthen livestock waste lagoon that services 1,000 or more animal units and is required to be registered under this Act. The owner or operator of the lagoon or a certified livestock manager must be present during the inspection. If the owner, operator, or certified livestock manager is not present at the scheduled date, time, and place of the inspection, the inspection shall proceed in his or her absence. The person making the inspection shall conduct a visual inspection to determine

only whether any of the following are present: burrow holes, trees or woody vegetation, proper freeboard, erosion, settling of the berm, bermtop maintenance, leaks, and seepage. The person making the inspection shall discuss with the owner, operator, or certified livestock manager an evaluation of the livestock waste lagoon's current condition and shall (i) provide on-site written recommendations to the owner, operator, or certified livestock manager of what corrective actions are necessary or (ii) inform the owner, operator, or certified livestock manager that the lagoon meets the standards set forth in this subsection.

The person making any inspection shall comply with reasonable animal health protection procedures as requested by the owner, operator, or certified livestock manager.

The Department shall send official written notice of any deficiencies to the owner or operator of the lagoon by certified mail, return receipt requested. The owner or operator and the Department shall enter into an agreement of compliance setting forth the specific action and timetable to correct the deficiencies. The person making the reinspection shall notify the Department of the results of the reinspection, and the Department shall take the appropriate action under this Section. If the Department's inspector finds a release or evidence of a release, the Department shall immediately report such information to the Agency.

For a first violation of this Section by the owner or operator of a livestock management facility or livestock waste handling facility, the Department shall send the owner or operator a written notice of the violation by certified mail, return receipt requested.

If after an administrative hearing the Department finds that the owner or operator of a livestock management facility or livestock waste handling facility has committed a second violation of this Section, the Department shall impose on the owner or operator a civil administrative penalty in an amount not exceeding \$1,000. The Attorney General may bring an action in the circuit court to enforce the collection of a penalty imposed under this Section.

If after an administrative hearing the Department finds that the owner or operator of a livestock management facility or livestock waste handling facility has committed a third violation of this Section, the Department shall enter an administrative order directing that the owner or operator cease operation of the facility until the violation is corrected.

If a livestock management facility or livestock waste handling facility has not committed a violation of this Section within the 5 years immediately preceding a violation, the violation shall be construed and treated as a first violation.

Section 17. Financial responsibility. Owners of new or modified lagoons registered under the provisions of this Act shall establish and maintain evidence of financial responsibility to provide for the closure of the lagoons and the proper disposal of their contents within the time provisions outlined in this Act. Financial responsibility may be evidenced by any combination of the following:

- (1) Commercial or private insurance;
- (2) Guarantee;
- (3) Surety bond;
- (4) Letter of credit;
- (5) Certificate of Deposit or designated savings account;
- (6) Participation in a livestock waste lagoon closure fund managed by the Illinois Farm Development Authority.

The level of surety required shall be determined by rule and be based upon the volumetric capacity of the lagoon. Surety instruments required under this Section shall be required after the effective date of rules adopted for the implementation of this Act.

Section 18. Reporting release of waste.

- (a) An owner or operator of a livestock waste handling facility shall report to the Agency any release of livestock waste from a livestock waste handling facility or from the transport of livestock waste within 24 hours after discovery of the release. Reporting shall not be required in the case of a release of less than 25 gallons that is not released to the waters of the State or from a controlled and recovered release during field application. For the purposes of this subsection (a), waters of the State do not include small temporary accumulations of surface water from precipitation or irrigation systems. The procedure for reporting releases shall be adopted by the Agency by rule.
- (b) For a first violation of failing to report a release by the owner or operator of a livestock waste handling facility, the Department shall hold an administrative hearing. If, after an administrative hearing, the Department finds that an owner or operator of a livestock waste handling facility has violated subsection (a) of this Act, the Department shall assess a fine not exceeding \$1,000.
- (c) For a second violation of failing to report a release by the owner or operator of a livestock waste handling facility within a 5-year period, the Department shall hold an administrative hearing. If, after the administrative hearing, the Department finds that the owner or operator of a livestock waste handling facility has committed a second violation of failing to report a release within a 5-year period, the Department shall impose on the owner or operator an administrative penalty in an amount not exceeding \$2,500. The Attorney General may bring an action in the circuit court to

enforce the collection of a penalty imposed for failing to report a release.

- (d) For a third or subsequent violation of failing to report a release by the owner or operator of a livestock waste handling facility within a 5-year period, the Department shall hold an administrative hearing. If, after the administrative hearing, the Department finds that the owner or operator of a livestock waste handling facility has committed a third or subsequent violation of failing to report a release within a 5-year period, the Department shall impose on the owner or operator an administrative penalty in an amount not exceeding \$5,000 and shall seek an injunction in the circuit court through the Attorney General of the State of Illinois. The Attorney General may bring action in the circuit court to enforce the collection of a penalty imposed for failing to report a release.
- (e) If the owner or operator of a livestock waste handling facility has not committed a violation of failing to report a release within the 5 years immediately preceding a violation, a violation shall be considered and treated as a first violation.

Section 20. Handling, storing and disposing of livestock waste.

- (a) The livestock management facility owner or operator shall comply with the requirements for handling, storing, and disposing of livestock wastes as set forth in the rules adopted pursuant to the Illinois Environmental Protection Act concerning agriculture related pollution.
- (b) The livestock management facility owner or operator at a facility of less than 1,000 animal units shall not be required to prepare and maintain a waste management plan.
- (c) The livestock management facility owner or operator at a facility of 1,000 or greater animal units but less than 5,000 animal units shall prepare and maintain on file at the livestock management facility a general waste management plan. Notwithstanding this requirement, a livestock management facility subject to this subsection may be operated on an interim basis but not to exceed 6 months after the effective date of the rules promulgated pursuant to this Act to allow for the owner or operator of the facility to develop a waste management plan. The waste management plan shall be available for inspection during normal business hours by Department personnel.
- (d) The livestock management facility owner or operator at a facility of 5,000 or greater animal units shall prepare, maintain, and submit to the Department the waste management plan for approval. Approval of

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the waste management plan shall be predicated on compliance with provisions of subsection (f). The waste management plan shall be approved by the Department before operation of the facility or in the case of an existing facility, the waste management plan shall be submitted within 60 working days after the effective date of the rules promulgated pursuant to this Act.

The owner or operator of an existing livestock management facility that through growth meets or exceeds 5,000 animal units shall file its waste management plan with the Department within 60 working days after reaching the stated animal units.

The owner or operator of a livestock management facility that is subject to this subsection (d) shall file within 60 working days with the Department a revised waste management plan when there is a change as provided in subsection (e) of this Section that will materially affect compliance with the waste management plan.

- (d-5) The owner or operator of multiple livestock management facilities under common facility ownership where the cumulative animal units of the facilities are equal to or greater than the animal unit numbers provided for in subsection (c) of this Section shall prepare and keep on file at each facility a waste management plan in accordance with the requirements of subsection (c). The owner or operator of multiple livestock management facilities that are under common facility ownership where the cumulative animal units of the facilities are equal to or greater than the animal unit numbers provided for in subsection (d) of this Section shall prepare and file with the Department a waste management plan in accordance with the provisions of subsection (d). Cumulative animal units shall be determined by combining the animal units of multiple livestock management facilities under the common facility ownership based upon the design capacity of each facility. For the purposes of this subsection (d-5), "under common facility ownership" means the same person or persons own, directly or indirectly, through majority owned business entities at least 51% of any person or persons (as defined by Section 10.55) that own or operate the livestock management facility or livestock waste handling facility located in the State of Illinois.
- (e) The owner or operator of a livestock management facility shall update the waste management plan when there is a change in values shown in the plan under item (1) of subsection (f) of this Section. The waste management plan and records of livestock waste disposal shall be kept on file for three years.

- (f) The application of livestock waste to the land is an acceptable, recommended, and established practice in Illinois. However, when livestock waste is not applied in a responsible manner, it may create pollutional problems. It should be recognized that research relative to livestock waste application based on livestock waste nutrient content is currently ongoing. The Dean of the College of Agricultural, Consumer and Environmental Sciences at the University of Illinois, or his or her designee, shall annually report to the Advisory Committee on the status of phosphorus research, including research that has been supported in whole or in part by the Council for Food and Agricultural Research. The Advisory Committee may also consult with other appropriate research entities on the status of phosphorus research. It is considered acceptable to prepare and implement a waste management plan based on a nitrogen rate, unless otherwise restricted by this Section. The waste management plan shall include the following:
- (1) An estimate of the volume of livestock waste to be disposed of annually, which shall be obtained by multiplying the design capacity of the facility by the appropriate amount of waste generated by the animals. The values showing the amount of waste generated in Table 2-1, Midwest Plan Service's, MWPS-18, Livestock Waste Management Facilities Handbook or Design Criteria for the field application of livestock waste adopted by the Agency may be used.
 - (2) The number of acres available for disposal of the waste, whether they are owned by the owner or operator of the livestock waste management facility or are shown to be contracted with another person or persons for disposal of waste.
 - (3) An estimate of the nutrient value of the waste. The owner or operator may prepare a plan based on an average of the minimum and maximum numbers in the table values derived from Midwest Plan Service's, MWPS-18, Livestock Waste Facilities Handbook, the Agency's Agriculture Related Pollution regulations, or the results of analysis performed on samples of waste. For the purposes of compliance with this subsection, the nutrient values of livestock waste may vary as indicated in the source table. In the case of laboratory analytical results, the nutrient values may vary with the accuracy of the analytical method.
- (3.5) Results of the Bray P1 or Mehlich test for soil phosphorus reported in pounds of elemental phosphorus per acre. Soil samples shall be

obtained and analyzed from the livestock waste application fields on land owned or under the control of the owner or operator where applications are planned. Fields where livestock waste is applied shall be sampled every 3 years. Sampling procedures, such as the number of samples and the depth of sampling, as outlined in the current edition of the Illinois Agronomy Handbook shall be followed when soil samples are obtained.

- (3.6) If the average Bray P1 or Mehlich test result for soil phosphorus calculated from samples obtained from the application field is 300 pounds or less of elemental phosphorus per acre, livestock waste may continue to be applied to that field in accordance with subsection (f) of this Section. If the average Bray P1 or Mehlich test result for soil phosphorus for an application field is greater than 300 pounds of elemental phosphorus per acre, the owner or operator shall apply livestock waste at the phosphorus rate to the field until the average Bray P1 or Mehlich test for soil phosphorus indicates there is less than 300 pounds of elemental phosphorus per acre. Upon the development of a phosphorus index that is approved subject to the provisions established in Section 55 of this Act, the owner or operator shall use such index in lieu of the 300 pounds of elemental phosphorus per acre.
- (4) An indication that the livestock waste will be applied at rates not to exceed the agronomic nitrogen demand of the crops to be grown when averaged over a 5-year period.
- (5) A provision that livestock waste applied within 1/4 mile of any residence not part of the facility shall be injected or incorporated on the day of application. However, livestock management facilities and livestock waste handling facilities that have irrigation systems in operation prior to the effective date of this Act or existing facilities applying waste on frozen ground are not subject to the provisions of this item (5).
- (6) A provision that livestock waste may not be applied within 200 feet of surface water unless the water is upgrade or there is adequate diking, and waste will not be applied within 150 feet of potable water supply wells.
- (7) A provision that livestock waste may not be applied in a 10-year flood plain unless the injection or incorporation method of application is used.
- (8) A provision that livestock waste may not be applied in waterways.
- (9) A provision that if waste is spread on frozen or

snow-covered land, the application will be limited to land areas on which:

- (A) land slopes are 5% or less, or
(B) adequate erosion control practices exist.
- (10) Methods for disposal of animal waste.

- (g) Any person who is required to prepare and maintain a waste management plan and who fails to do so shall be issued a warning letter by the Department for the first violation and shall be given 30 working days to prepare a waste management plan. For failure to prepare and maintain a waste management plan, the person shall be fined an administrative penalty of up to \$1,000 by the Department and shall be required to enter into an agreement of compliance to prepare and maintain a waste management plan within 30 working days. For failure to prepare and maintain a waste management plan after the second 30 day period or for failure to enter into a compliance agreement, the Department may issue an operational cease and desist order until compliance is attained.

Section 25. Odor Control.

- (a) Operators of livestock waste handling facilities shall practice odor control methods during the course of manure removal and field application. Odor control methods shall be those methods identified in the rules adopted pursuant to the Illinois Environmental Protection Act concerning agriculture related pollution.
- (b) Every single-stage livestock waste lagoon constructed after the effective date of this amendatory Act of 1997 shall comply with the following operational guidelines:
- (1) In operation, the lagoon must be maintained at not less than the minimum design volume.
 - (2) The livestock waste supply to the lagoon must be below the minimum design volume level.
 - (3) The livestock waste storage capacity of the lagoon must be greater than 270 days.
- (c) Above-ground livestock waste holding structures must be operated using odor control management guidelines based on scientific peer review accepted by the Department and determined to be economically feasible to the specific operation.
- (d) For a first violation of this Section by the owner or operator of a livestock management facility or livestock waste handling facility, the Department shall send the owner or operator a written notice of the violation by certified mail, return receipt requested.

If after an administrative hearing the Department finds that the owner or operator of a livestock

management facility or livestock waste handling facility has committed a second violation of this Section, the Department shall impose on the owner or operator a civil administrative penalty in an amount not exceeding \$1,000. The Attorney General may bring an action in the circuit court to enforce the collection of a penalty imposed under this Section.

If after an administrative hearing the Department finds that the owner or operator of a livestock management facility or livestock waste handling facility has committed a third violation of this Section, the Department shall enter an administrative order directing that the owner or operator cease operation of the facility until the violation is corrected.

If a livestock management facility or livestock waste handling facility has not committed a violation of this Section within the 5 years immediately preceding a violation, the violation shall be construed and treated as a first violation.

Section 30. Certified Livestock Manager. The Department shall establish a Certified Livestock Manager program in conjunction with the livestock industry that will enhance management skills in critical areas, such as environmental awareness, safety concerns, odor control techniques and technology, neighbor awareness, current best management practices, and the developing and implementing of manure management plans.

- (a) **Applicability.** A livestock waste handling facility serving 300 or greater animal units shall be operated only under the supervision of a certified livestock manager. Notwithstanding the before-stated provision, a livestock waste handling facility may be operated on an interim basis, but not to exceed 6 months, to allow for the owner or operator of the facility to become certified.
- (b) A certification program shall include the following:
 - (1) A general working knowledge of best management practices.
 - (2) A general working knowledge of livestock waste handling practices and procedures.
 - (3) A general working knowledge of livestock management operations and related safety issues.
 - (4) An awareness and understanding of the responsibility of the owner or operator for all employees who may be involved with waste handling.
- (c) Any certification issued shall be valid for 3 years and thereafter be subject to renewal. A renewal shall be valid for a 3 year period and the procedures set forth in this Section shall be followed. The Department may require anyone who is certified to be recertified in less than 3 years for just cause including but not limited to repeated complaints where investigations reveal the need to improve management practices.
- (d) **Methods for obtaining certified livestock manager status.**
 - (1) The owner or operator of a livestock waste handling facility serving 300 or greater animal units but less than 1,000 animal units shall become a certified livestock manager by:
 - (A) attending a training session conducted by the Department of Agriculture, Cooperative Extension Service, or any agriculture association, which has been approved by or is in cooperation with the Department; or
 - (B) in lieu of attendance at a training session, successfully completing a written competency examination.
 - (2) The owner or operator of a livestock waste handling facility serving 1,000 or greater animal units shall become a certified livestock manager by attending a training session conducted by the Department of Agriculture, Cooperative Extension Service, or any agriculture association, which has been approved by or is in cooperation with the Department; and successfully completing a written competency examination.
- (e) The certified livestock manager certificate shall be issued by the Department and shall indicate that the person named on the certificate is certified as a livestock management facility manager, the dates of certification, and when renewal is due.
- (f) The Department shall charge \$10 for the issuance or renewal of a certified livestock manager certificate. The Department may, by rule, establish fees to cover the costs of materials and training for training sessions given by the Department.
- (g) The owner or operator of a livestock waste handling facility operating in violation of the provisions of subsection (a) of this Section shall be issued a warning letter for the first violation and shall be required to have a certified manager for the livestock waste handling facility within 30 working days. For failure to comply with the warning letter within the

30 day period. the person shall be fined an administrative penalty of up to \$1,000 by the Department and shall be required to enter into an agreement to have a certified manager for the livestock waste handling facility within 30 working days. For continued failure to comply, the Department may issue an operational cease and desist order until compliance is attained.

Section 35. Setbacks for livestock management and livestock handling facilities.

- (a) Grandfather provision: facilities in existence prior to July 15, 1991. Livestock management facilities and livestock waste handling facilities in existence prior to July 15, 1991 shall comply with setbacks in existence prior to July 15, 1991, as set forth in the Illinois Environmental Protection Act and rules promulgated under that Act.
- (b) Grandfather provision: facilities in existence on effective date and after July 15, 1991. Livestock management facilities and livestock waste handling facilities in existence on the effective date of this Act but after July 15, 1991 shall comply with setbacks in existence prior to the effective date of this Act, as set forth in the Illinois Environmental Protection Act and rules promulgated under that Act.
- (c) New livestock management or livestock waste handling facilities. Any new facility shall comply with the following setbacks:
 - (1) For purposes of determining setback distances, minimum distances shall be measured from the nearest corner of the residence or place of common assembly to the nearest corner of the earthen waste lagoon or livestock management facility, whichever is closer.
 - (2) A livestock management facility or livestock waste handling facility serving less than 50 animal units shall be exempt from setback distances as set forth in this Act but shall be subject to rules promulgated under the Illinois Environmental Protection Act.
 - (3) For a livestock management facility or waste handling facility serving 50 or greater but less than 1,000 animal units, the minimum setback distance shall be 1/4 mile from the nearest occupied residence and 1/2 mile from the nearest populated area.
 - (4) For a livestock management facility or livestock waste handling facility serving 1,000 or greater but less than 7,000 animal units, the setback is as follows:
 - (A) For a populated area, the minimum setback shall be increased 440 feet over the minimum setback of 1/2 mile for each

additional 1,000 animal units over 1,000 animal units.

- (B) For any occupied residence, the minimum setback shall be increased 220 feet over the minimum setback of 1/4 mile for each additional 1,000 animal units over 1,000 animal units.
- (5) For a livestock management facility or livestock waste handling facility serving 7,000 or greater animal units, the setback is as follows:
 - (A) For a populated area, the minimum setback shall be 1 mile.
 - (B) For any occupied residence, the minimum setback shall be 1/2 mile.
- (d) Requirements governing the location of a new livestock management facility and new livestock waste-handling facility and conditions for exemptions or compliance with the maximum feasible location as provided in rules adopted pursuant to the Illinois Environmental Protection Act concerning agriculture regulated pollution shall apply to those facilities identified in subsections (b) and (c) of this Section. With regard to the maximum feasible location requirements, any reference to a setback distance in the rules under the Illinois Environmental Protection Act shall mean the appropriate distance as set forth in this Section.
- (e) Setback category shall be determined by the design capacity in animal units of the livestock management facility.
- (f) Setbacks may be decreased when innovative designs as approved by the Department are incorporated into the facility.
- (g) A setback may be decreased when waivers are obtained from owners of residences that are occupied and located in the setback area.

Section 40. Environmental research. Environmental research is critical to a livestock producer's ability to implement sound, integrated management systems that will enhance industry profitability and protect the environment. The Department of Agriculture shall annually request appropriations to fund environmental research projects pertinent to livestock management facilities. Projects may include both university research and on-farm applied research. Priorities should be given to the following:

- (1) Determination of the contribution of soil applied livestock nutrient volatilization, leaching or storage in the soils and methods of application.
- (2) Integrated systems that maintain and enhance water quality.

- (3) Odor reduction and control through chemical, biological, or mechanical means.
- (4) Environmental quality in livestock facilities affecting owner, operator, and employee health.
- (5) Environmental quality that could affect residents who live adjacent to livestock facilities.

Section 45. Tax abatement on environmental equipment. The Department in cooperation with the Agency and the Department of Revenue shall recommend to the General Assembly incentive programs that will provide for the abatement of state income tax or real estate tax on capital expenditures made by the facility owner for purchasing equipment that will mitigate air and water quality problems.

Section 50. Intergovernmental cooperation. The Department shall consult and advise owners and operators of livestock management facilities serving 7,000 or greater animal units of applicable laws and rules relating to environmental laws and rules, the Water Use Act of 1983, and local road standards.

Section 55. Rules; Livestock Management Facilities Advisory Committee.

- (a) There is hereby established a Livestock Management Facilities Advisory Committee, which shall include the Directors of the Department of Agriculture, the Environmental Protection Agency, the Department of Natural Resources, and the Department of Public Health, or their designees. The Director of Agriculture or his or her designee shall serve as the Chair of the Advisory Committee. Members of the Advisory Committee may organize themselves as they deem necessary and shall serve without compensation.
- (b) The Advisory Committee shall review, evaluate, and make recommendations to the Department of Agriculture for rules necessary for the implementation of this Act. Based upon the recommendations of the Advisory committee, the Department of Agriculture shall: (i) propose rules to the Pollution Control Board for the implementation of design and construction standards for livestock waste handling facilities as set forth in Sections 13 and 15(a-5) of this Act based upon the standards set forth in the American Society of Agricultural Engineers' Standards, Engineering Practices and Data (ASAE Standards) and future updates, Midwest Plan Service's Concrete Manure Storage Handbook (MWPS-36) and future updates and related supplemental technical documents, the Midwest Plan Service's Livestock Waste Facilities

Handbook (MWPS-18) and future updates and related supplemental technical documents or similar standards used by the Natural Resources Conservation Service of the United States Department of Agriculture; and (ii) on and after the effective date of this amendatory Act of 1999, provide public notice in the State newspaper, the Illinois Register, and on the Department's Internet website; hold public hearings during the first notice period; and take public comments and adopt rules pursuant to the Illinois Administrative Procedure Act for all Sections of this Act other than design and construction standards for livestock waste handling facility as set forth in Sections 13 and 15(a-5).

- (c) The Pollution Control Board shall hold hearings on and adopt rules for the implementation of design and construction standards for livestock waste handling facilities as set forth in Sections 13 and 15(a-5) of this Act in the manner provided for in Sections 27 and 28 of the Environmental Protection Act. Rules adopted pursuant to this Section shall take into account all available pollution control technologies and shall be technologically feasible and economically reasonable.
- (d) The Advisory Committee shall meet once every 6 months after the effective date of this amendatory Act of 1997 to review, evaluate, and make recommendations to the Department of Agriculture concerning the Department's random inspection of livestock waste lagoons under Section 16 of this Act.

Section 60. The Livestock Management Facilities Fund. The Livestock Management Facilities Fund is created as a special fund in the State treasury. All fees and fines collected under this Act shall be deposited into this Fund. These moneys shall be appropriated to the Department for the purposes of this Act.

Section 100. Limitation or preemption. Nothing in this Act shall be construed as a limitation or preemption of any statutory or regulatory authority under the Illinois Environmental Protection Act.

Section 105. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

Section 999. Effective date. This Act takes effect upon becoming law.

Important Notice Regarding Rules for the Livestock Management Facilities Act

Recent amendments to the Livestock Management Facilities Act have necessitated changes to the rules currently codified at Illinois Administrative Code 506. The development of these new rules is currently underway.

The current rules contain embedded statutory language reflective of the Act before the recent amendments. In many cases, this language is not easily changed in the rules due to the new structure of the Act and the context of the language. Thus, in cases where conflicts exist between the amended statute and the current rule, the provisions of the statute shall control. Therefore, the user of this document should refer to the text of the Livestock Management Facilities Act for more specific requirements dealing with the following:

- ▶ public informational meetings
- ▶ construction standards for livestock waste handling facilities
- ▶ registration of livestock waste handling facilities
- ▶ construction restrictions and prohibitions
- ▶ livestock waste release reporting
- ▶ common facility ownership for waste management plans
- ▶ changes to the contents of a waste management plan
- ▶ phosphorus restrictions in a waste management plan
- ▶ other areas where differences may occur

Further clarification on any of the requirements should be obtained from the Livestock Waste Program, Bureau of Environmental Programs, Illinois Department of Agriculture, at the phone number and address listed above.

Title 35: Environmental Protection
Subtitle E: Agriculture Related Pollution
Chapter I: Pollution Control Board

PART 506
LIVESTOCK WASTE REGULATIONS

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AUTHORITY: Authorized by Section 27 of the Environmental Protection Act [415 ILCS 5/27] and Section 55 of the Livestock Management Facilities Act and implementing the Livestock Management Facilities Act (see P.A. 89-456, effective May 21, 1996 and P.A. 91-110, effective July 13, 1999 [510 ILCS 77/1]).

SOURCE: Adopted in R97-15(A) at 21 Ill. Reg. 6851, effective May 20, 1997; amended in R97-15(B) at 22 Ill. Reg. 20605, effective November 12, 1998.

NOTE: In this Part, superscript numbers or letters are denoted by parentheses; subscript are denoted by brackets;

and SUM means the summation series or sigma function as used in mathematics.

SUBPART A: GENERAL PROVISIONS

Section 506.101 Applicability

This Subpart applies to 35 Ill. Adm. Code 506. The applicability of Subpart B, Standards for Livestock Waste Lagoons, is set forth at Section 506.201 of this Part. The applicability of Subpart C, Waste Management Plan, is set forth at Section 506.302 of this Part. The applicability of Subpart D, Certified Livestock Manager, is set forth at Section 506.401 of this Part. The applicability of Subpart F, Financial Responsibility, is set forth at Section 506.601 of this Part. The applicability of Subpart G, Setbacks, is set forth at Section 506.701 of this Part.

BOARD NOTE: Upon the effective date of this Part, the emergency rules at 35 Ill. Adm. Code 505, Livestock Waste Regulations, will no longer apply. This Part will take the place of those emergency rules.

Section 506.102 Severability

If any provision of this Part or its application to any person or under any other circumstances is adjudged invalid, such adjudication does not affect the validity of this Part as a whole or of any portion not adjudged invalid.

Section 506.103 Definitions

Except as stated in this Section, or unless a different meaning of a word or term is clear from the context, the definition of words or terms in this Part shall be the same as that applied to the same words or terms in the Environmental Protection Act [415 ILCS 5] or the Livestock Management Facilities Act [510 ILCS 77]. For the purposes of this Part, the terms included herein shall have the following meanings:

"AGENCY" MEANS THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY. [510 ILCS 77/10.5]

"ANIMAL FEEDING OPERATION" MEANS A FEEDING OPERATION AS DEFINED IN THE ILLINOIS ENVIRONMENTAL PROTECTION ACT AND THE RULES PROMULGATED UNDER THAT ACT CONCERNING AGRICULTURE RELATED POLLUTION. [510 ILCS 77/10.7]

"ANIMAL UNIT" MEANS A UNIT OF MEASUREMENT FOR ANY ANIMAL FEEDING OPERATION CALCULATED AS FOLLOWS:

BROOD COWS AND SLAUGHTER AND FEEDER CATTLE MULTIPLIED BY 1.0.

MILKING DAIRY COWS MULTIPLIED BY 1.4.

YOUNG DAIRY STOCK MULTIPLIED BY 0.6.

SWINE WEIGHING OVER 55 POUNDS MULTIPLIED BY 0.4.

SWINE WEIGHING UNDER 55 POUNDS MULTIPLIED BY 0.03.

SHEEP, LAMBS, OR GOATS MULTIPLIED BY 0.1.

HORSES MULTIPLIED BY 2.0.

TURKEYS MULTIPLIED BY 0.02.

LAYING HENS OR BROILERS MULTIPLIED BY 0.01 (IF THE FACILITY HAS CONTINUOUS OVERFLOW WATERING).

LAYING HENS OR BROILERS MULTIPLIED BY 0.03 (IF THE FACILITY HAS A LIQUID MANURE HANDLING SYSTEM).

DUCKS MULTIPLIED BY 0.02. [510 ILCS 77/10.10]

"Aquifer material" means sandstone that is five feet or more in thickness, or fractured carbonate that is ten feet or more in thickness; or, sand, gravel, or sand and gravel, as defined herein, such that there is at least two feet or more present within any five foot section of a soil boring performed in accordance with Section 506.202 of this Part.

"CERTIFIED LIVESTOCK MANAGER" MEANS A PERSON THAT HAS BEEN DULY CERTIFIED BY THE DEPARTMENT AS AN OPERATOR OF A LIVESTOCK WASTE HANDLING FACILITY. [510 ILCS 77/10.15]

"DEPARTMENT" MEANS THE ILLINOIS DEPARTMENT OF AGRICULTURE. [510 ILCS 77/10.20]

"FARM RESIDENCE" MEANS ANY RESIDENCE ON A FARM OWNED OR OCCUPIED BY THE FARM OWNERS, OPERATORS, TENANTS, OR SEASONAL OR YEAR-ROUND HIRED WORKERS. FOR PURPOSES OF THIS DEFINITION, A "FARM" IS THE LAND, BUILDINGS, AND MACHINERY USED IN THE COMMERCIAL PRODUCTION OF

FARM PRODUCTS, AND "FARM PRODUCTS" ARE THOSE PLANTS AND ANIMALS AND THEIR PRODUCTS WHICH ARE PRODUCED OR RAISED FOR COMMERCIAL PURPOSES AND INCLUDE BUT ARE NOT LIMITED TO FORAGES AND SOD CROPS, GRAINS AND FEED CROPS, DAIRY AND DAIRY PRODUCTS, POULTRY AND POULTRY PRODUCTS, LIVESTOCK, FRUITS, VEGETABLES, FLOWERS, SEEDS, GRASSES, TREES, FISH, HONEY AND OTHER SIMILAR PRODUCTS, OR ANY OTHER PLANT, ANIMAL, OR PLANT OR ANIMAL PRODUCT WHICH SUPPLIES PEOPLE WITH FOOD, FEED, FIBER, OR FUR. [510 ILCS 77/10.23]

"Gravel" or "Sand and gravel" means unconsolidated materials that contain a matrix (particles of two millimeters or less) that is consistent with the definition of "sand" and particles larger than two millimeters in size.

"LAGOON" or "Earthen livestock waste lagoon" MEANS ANY EXCAVATED, DIKED, OR WALLED STRUCTURE OR COMBINATION OF STRUCTURES DESIGNED FOR BIOLOGICAL STABILIZATION AND STORAGE OF LIVESTOCK WASTES. A LAGOON DOES NOT INCLUDE STRUCTURES SUCH AS MANUFACTURED SLURRY STORAGE STRUCTURES OR PITS UNDER BUILDINGS AS DEFINED IN RULES UNDER THE ENVIRONMENTAL PROTECTION ACT CONCERNING AGRICULTURE RELATED POLLUTION. [510 ILCS 77/10.25]

"LICENSED PROFESSIONAL ENGINEER" MEANS A PERSON, CORPORATION OR PARTNERSHIP LICENSED UNDER THE LAWS OF THE STATE OF ILLINOIS TO PRACTICE PROFESSIONAL ENGINEERING. [415 ILCS 5/57.2]

"LICENSED PROFESSIONAL GEOLOGIST" MEANS AN INDIVIDUAL WHO IS LICENSED UNDER the laws of the State of Illinois TO ENGAGE IN THE PRACTICE OF PROFESSIONAL GEOLOGY IN ILLINOIS. [225 ILCS 745/15]

"LIVESTOCK MANAGEMENT FACILITY" MEANS ANY ANIMAL FEEDING OPERATION, LIVESTOCK SHELTER, OR ON-FARM MILKING AND ACCOMPANYING MILK-HANDLING AREA. TWO OR MORE LIVESTOCK MANAGEMENT FACILITIES UNDER COMMON OWNERSHIP, WHERE THE FACILITIES ARE NOT SEPARATED BY A MINIMUM DISTANCE OF 1/4 MILE, AND THAT SHARE A COMMON LIVESTOCK WASTE HANDLING FACILITY SHALL BE CONSIDERED A SINGLE LIVESTOCK MANAGEMENT FACILITY. LIVESTOCK MANAGEMENT Facilities AT EDUCATIONAL INSTITUTIONS, LIVESTOCK

PASTURE OPERATIONS, facilities WHERE ANIMALS ARE HOUSED ON A TEMPORARY BASIS SUCH AS COUNTY AND STATE FAIRS, LIVESTOCK SHOWS, RACE TRACKS, AND HORSE BREEDING AND FOALING FARMS, AND MARKET HOLDING FACILITIES ARE NOT SUBJECT TO THE Livestock Management Facilities Act or the requirements of this Part. [510 ILCS 77/10.30]

"LIVESTOCK WASTE" MEANS LIVESTOCK EXCRETA AND ASSOCIATED LOSSES, BEDDING, WASH WATERS, SPRINKLING WATERS FROM LIVESTOCK COOLING, PRECIPITATION POLLUTED BY FALLING ON OR FLOWING ONTO AN ANIMAL FEEDING OPERATION, AND OTHER MATERIALS POLLUTED BY LIVESTOCK. [510 ILCS 77/10.35]

"LIVESTOCK WASTE HANDLING FACILITY" MEANS INDIVIDUALLY OR COLLECTIVELY THOSE IMMOVABLE CONSTRUCTIONS OR DEVICES, EXCEPT SEWERS, USED FOR COLLECTING, PUMPING, TREATING, OR DISPOSING OF LIVESTOCK WASTE OR FOR THE RECOVERY OF BY-PRODUCTS FROM THE LIVESTOCK WASTE. TWO OR MORE LIVESTOCK WASTE HANDLING FACILITIES UNDER COMMON OWNERSHIP AND WHERE THE FACILITIES ARE NOT SEPARATED BY A MINIMUM DISTANCE OF 1/4 MILE SHALL BE CONSIDERED A SINGLE LIVESTOCK WASTE HANDLING FACILITY. [510 ILCS 77/10.40]

"Maintained" means, with reference to a livestock waste lagoon, that the livestock waste lagoon is inspected (including but not limited to inspection for burrow holes, trees and woody vegetation, proper freeboard, erosion, settling of berm, berm top integrity, leaks, and seepage) and preventive action is taken as necessary to assure the integrity of the lagoon and its berm and associated appurtenances.

"MODIFIED" MEANS STRUCTURAL CHANGES TO A LAGOON THAT INCREASE ITS VOLUMETRIC CAPACITY. [510 ILCS 77/10.43]

"NEW FACILITY" MEANS A LIVESTOCK MANAGEMENT FACILITY OR A LIVESTOCK WASTE HANDLING FACILITY THE CONSTRUCTION OR EXPANSION OF WHICH IS COMMENCED ON OR AFTER May 21, 1996 (THE EFFECTIVE DATE OF THE Livestock Management Facilities ACT). EXPANDING A FACILITY WHERE THE FIXED CAPITAL COST OF THE NEW COMPONENTS CONSTRUCTED WITHIN A 2-YEAR PERIOD DOES NOT EXCEED 50% OF THE FIXED CAPITAL COST OF A COMPARABLE ENTIRELY NEW FACILITY SHALL NOT BE

DEEMED A NEW FACILITY AS USED IN THE Livestock Management Facilities ACT. [510 ILCS 77/10.45]

"NON-FARM RESIDENCE" MEANS ANY RESIDENCE WHICH IS NOT A FARM RESIDENCE. [510 ILCS 77/10.47]

"Occupied residence" means a house or other type of shelter that is intended or used for human occupancy and has been occupied by humans for more than a total of six months in the last two years at that location. For the purposes of this definition, "intended or used for human occupancy" means running water and sanitation are provided within the residence.

"OWNER OR OPERATOR" MEANS ANY PERSON WHO OWNS, LEASES, CONTROLS, OR SUPERVISES A LIVESTOCK MANAGEMENT FACILITY OR LIVESTOCK WASTE-HANDLING FACILITY. [510 ILCS 77/10.50]

"PERSON" MEANS ANY INDIVIDUAL, PARTNERSHIP, CO-PARTNERSHIP, FIRM, COMPANY, CORPORATION, ASSOCIATION, JOINT STOCK COMPANY, TRUST, ESTATE, POLITICAL SUBDIVISION, STATE AGENCY, OR ANY OTHER LEGAL ENTITY OR THEIR LEGAL REPRESENTATIVE, AGENT, OR ASSIGNS. [510 ILCS 77/10.55]

"Placed in service" means the placement of livestock waste in a livestock waste lagoon upon the completion of construction or modification in accordance with the requirements of this Part.

"POPULATED AREA" MEANS ANY AREA WHERE AT LEAST 10 INHABITED NON-FARM RESIDENCES ARE LOCATED OR WHERE AT LEAST 50 PERSONS FREQUENT A COMMON PLACE OF ASSEMBLY OR A NON-FARM BUSINESS AT LEAST ONCE PER WEEK. [510 ILCS 77/10.60] The existence of a populated area shall be determined by identifying the area around the livestock management or livestock waste handling facility delineated by a distance equal to the applicable setback distance and identifying the number of residences or the existence of a non-farm business or the existence of a common place of assembly within that area. For the purpose of setback requirements, common places of assembly or non-farm businesses include but are not limited to churches, hospitals, schools, day care centers, manufacturing companies, land managed for recreational or conservation purposes, museums, camps, parks, retail and wholesale facilities, and shopping centers. A common place of assembly or a non-farm business includes places that operate less than 52 weeks per year, such as schools with seasonal vacation periods and businesses or other

places which experience seasonal shutdowns, and parks, camps, and recreational areas which experience seasonal shutdowns or reduced attendance during a portion of the calendar year, provided that such places are frequented by at least 50 persons at least once per week during the portions of the year when seasonal shutdowns or reductions in attendance do not occur.

"Residence" means a house or other structure, including all attachments to the house or structure, which is used as a place of human habitation.

"Sand" means unconsolidated materials, where 70% or more of the particles are of size 0.06 millimeters to 2.00 millimeters, and which according to the USDA soil texture classification scheme includes soil textures of sand, and loamy sand, and portions of sandy loam and sandy clay loam.

"Serviced" means, with reference to a livestock waste lagoon, that corrective action is taken as necessary to assure the integrity of the lagoon and its berm and associated appurtenances, including but not limited to removal or repair of burrow holes, trees and woody vegetation, freeboard level, erosion, settling of berm, berm top maintenance, leaks, and seepage.

(Source: Amended at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.104 Incorporations by Reference

- (a) The Board incorporates the following materials by reference:
 - (1) APHA. American Public Health Association, 1015 Fifteenth Street, NW, Washington, DC 20005, (202) 789-5600, "Standard Methods for the Examination of Water and Wastewater", 19th Edition, 1995.
 - (2) ASAE. American Society of Agricultural Engineers, 2950 Niles Road, St. Joseph, MI 49085 -9659, (616) 429-5585:
 - "Design of Anaerobic Lagoons for Animal Waste Management". ASAE Standards 1992, ASAE EP403.1, 1992, pp. 498-500.
 - "Design of Anaerobic Lagoons for Animal Waste Management", ASAE Standards 1993, ASAE EP403.2, 1993, pp. 543-546.
 - (3) NTIS. National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161, (703) 487-4600, "Methods for the Determination of Inorganic Substances in Environmental Samples", EPA Publication No. EPA-600/R-93/100 (August 1993), Doc. No. PB 94-120821.
 - (4) USDA-NRCS. United States Department of

Agriculture - Natural Resources Conservation Service, 1902 Fox Drive, Champaign, IL 61820. "Waste Treatment Lagoon". Illinois Field Office Technical Guide, Section IV, IL359, p. 5, June 1992.

- (b) This Section incorporates no later amendments or editions.

Section 506.105 Recordkeeping

- (a) The Department shall maintain a file for all facilities registering or otherwise filing documents with the Department under these regulations.
- (b) The file shall contain all registration materials, along with all supporting data and justifications, records of Department certification and determinations, groundwater monitoring results (if required), waste management plans (if required), and any other information submitted to the Department by the owner or operator of a facility.
- (c) Copies of materials in the file for a registered facility shall be available for public inspection.

Section 506.106 Alternatives, Modifications and Waivers

- (a) All requests for alternatives, modifications, and waivers to these regulations, where allowed by Sections 15(a) and (e) of the Act [510 ILCS 77/15(a), (e)] or this Part (Sections 506.202(d), 506.204(h), 506.205(f), 506.206(j), 506.209(a)(2)) shall be made in writing to the Department. Construction may not begin or continue until the request for alternative, modification, or waiver is granted.
- (b) Each request for an alternative, modification, or waiver shall contain a certification from a Licensed Professional Engineer or Licensed Professional Geologist, as relevant, that the grant of the modification is at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as the stated requirements or that the alternative or waiver is at least as protective as the stated requirements.
- (c) The Department shall notify the applicant in writing of its determination within 30 days after receipt of the request for an alternative, modification, or waiver. To grant the requested alternative, modification, or waiver, the Department must determine that the modification is at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as the stated requirements or that the alternative or waiver is at least as protective as the

stated requirements.

SUBPART B: STANDARDS FOR LIVESTOCK WASTE LAGOONS

Section 506.201 Applicability

- (a) This Subpart applies to any lagoon that is new or modified and has not been placed in service as of the effective date of this Part.
- (b) For the purposes of this Subpart the number of animal units at a livestock management facility is the maximum design capacity of the livestock management facility.
- (c) In addition, a lagoon registered and certified pursuant to the emergency rules adopted in R97-14 at 20 Ill. Reg. 14903, effective October 31, 1996 and the emergency rules adopted in R97-14 at 21 Ill. Reg. 4313, effective March 31, 1997, shall be considered as registered and certified pursuant to this Subpart.

Section 506.202 Site Investigation

- (a) The owner or operator of a new or modified livestock waste lagoon shall conduct a site investigation in accordance with the requirements of this Section to determine if aquifer material is present (or not present) within 50 feet of the planned bottom of the lagoon.
- (b) The owner or operator shall perform one or more soil borings which shall be located within the final lagoon area or within 20 feet of the final exterior berm toe. The boring shall be performed to determine the presence of aquifer material as follows:
 - (1) The soil boring shall extend to a depth that includes 50 feet from the bottom of lagoon native soil or to bedrock;
 - (2) If bedrock is encountered, additional soil borings may be necessary to verify the presence of aquifer material;
 - (3) Continuous samples shall be recovered from each soil boring to ensure that no gaps occur in the sample column; and
 - (4) Upon completion, the boring(s) shall be properly abandoned and sealed pursuant to the Illinois Water Well Construction Code at 77 Ill. Adm. Code 920.120.
- (c) If the Department determines that additional soil borings are necessary to ensure the protection of the

groundwater, surface water and the structural integrity of the livestock waste management facility, the Department shall require additional soil borings.

- (d) As an alternative to performing the soil boring(s) required under subsection (b) or (c) of this Section, the owner or operator of a livestock waste lagoon may propose to the Department to utilize alternative information sources. The Department shall evaluate the proposal; shall determine whether the alternative information source will result in a site investigation that will be at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as would have resulted from data resulting from soil borings; and shall notify the owner or operator of the Department's finding.
- (e) The site investigation in accordance with subsection (b), (c) or (d) of this Section shall be conducted under the direction of a Licensed Professional Engineer or Licensed Professional Geologist. Upon completion of the site investigation as required under subsection (b), (c) or (d) of this Section, the supervising Licensed Professional Engineer or Licensed Professional Geologist shall certify that the site investigation meets all the applicable requirements of this Section, and whether aquifer material shall be considered present (or not present) within 50 feet of the planned bottom of the lagoon in accordance with Section 506.203 of this Part. Such certification shall include all supporting data and justification.

Section 506.203 Registration

- (a) Prior to new construction or modification of ANY EARTHEN LIVESTOCK WASTE LAGOON AFTER THE EFFECTIVE DATE OF this Part, such earthen livestock waste lagoon SHALL BE REGISTERED BY THE OWNER OR OPERATOR WITH THE DEPARTMENT ON A FORM PROVIDED BY THE DEPARTMENT in accordance with the requirements of this Section. LAGOONS CONSTRUCTED PRIOR TO THE EFFECTIVE DATE OF this Part MAY REGISTER WITH THE DEPARTMENT AT NO CHARGE. [510 ILCS 77/15(b)]
- (b) The registration form, accompanied by a \$50 fee, shall include the following:
- (1) NAME(S) AND ADDRESS(ES) OF THE OWNER AND OPERATOR WHO ARE RESPONSIBLE FOR THE LIVESTOCK WASTE LAGOON;
 - (2) GENERAL LOCATION OF LAGOON;
 - (3) DESIGN CONSTRUCTION PLANS AND SPECIFICATIONS (including a lagoon plot plan

with dimensions and elevations):

- (4) SPECIFIC LOCATION INFORMATION (noted on a facility site map or the lagoon plot plan):
 - (A) The location and DISTANCE TO the nearest PRIVATE OR PUBLIC POTABLE WELL;
 - (B) The location and DISTANCE TO THE CLOSEST OCCUPIED PRIVATE RESIDENCE (OTHER THAN ANY OCCUPIED BY the OWNER OR OPERATOR);
 - (C) The location and DISTANCE TO THE NEAREST STREAM;
 - (D) The location and DISTANCE TO THE NEAREST POPULATED AREA;
 - (E) The location and distance to the nearest abandoned or plugged well, drainage well or injection well; and
 - (F) The location of any subsurface drainage lines within 100 feet of the lagoon;
 - (5) ANTICIPATED BEGINNING AND ENDING DATES OF LAGOON CONSTRUCTION;
 - (6) TYPE OF LIVESTOCK AND NUMBER OF ANIMAL UNITS;
 - (7) A certification by the supervising Licensed Professional Engineer or Licensed Professional Geologist, accompanied by supporting justification and data, certifying that the site investigation meets all the applicable requirements of Section 506.202 of this Part, whether aquifer material is considered present (or not present) within 50 feet of the planned bottom of the lagoon; and
 - (8) Where applicable, a copy of the synthetic liner manufacturer's compatibility statement and liner maintenance guidelines. [510 ILCS 77/15(b)]
- (c) THE DEPARTMENT UPON RECEIPT OF A LIVESTOCK WASTE LAGOON REGISTRATION FORM SHALL REVIEW THE FORM TO DETERMINE THAT ALL REQUIRED INFORMATION HAS BEEN PROVIDED. THE PERSON FILING THE REGISTRATION SHALL BE NOTIFIED WITHIN 15 WORKING DAYS of receipt by the Department THAT REGISTRATION IS COMPLETE OR THAT CLARIFICATION INFORMATION IS NEEDED. NO LATER THAN 10 WORKING DAYS AFTER THE RECEIPT OF THE CLARIFICATION INFORMATION, THE DEPARTMENT SHALL NOTIFY THE OWNER OR OPERATOR THAT REGISTRATION IS COMPLETE or that additional clarification information is needed. [510 ILCS 77/15(b)]
- (d) The Department may, as a condition of the issuance of

a livestock waste lagoon registration, conduct periodic site inspections of a livestock waste lagoon to assess its degree of compliance with the requirements of the Livestock Management Facilities Act [510 ILCS 77] and the requirements of this Part. THE PERSON MAKING ANY INSPECTION SHALL COMPLY WITH REASONABLE ANIMAL HEALTH PROTECTION PROCEDURES AS REQUESTED BY THE OWNER OR OPERATOR. [510 ILCS 77/15(b)]

(c) CONSTRUCTION SHALL NOT BEGIN UNTIL 30 DAYS AFTER SUBMITTAL OF A REGISTRATION FORM BY CERTIFIED MAIL TO THE DEPARTMENT. [510 ILCS 77/15(b)]

Section 506.204 Lagoon Design Standards

(a) The owner or operator of ANY LIVESTOCK WASTE LAGOON SUBJECT TO this Part SHALL CONSTRUCT OR MODIFY the lagoon IN ACCORDANCE WITH:

(1) "DESIGN OF ANAEROBIC LAGOONS FOR ANIMAL WASTE MANAGEMENT", ASAE ENGINEERING PRACTICE 403.1, as updated by ASAE Engineering Practice 403.2; OR THE GUIDELINES PUBLISHED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE'S NATURAL RESOURCE CONSERVATION SERVICE TITLED "WASTE TREATMENT LAGOON", which are incorporated by reference in 35 Ill. Adm. Code 506.104; and

(2) The additional design standards specified in subsections (c) through (h) of this Section. [510 ILCS 77/15(a)]

(b) THE DEPARTMENT MAY REQUIRE CHANGES IN DESIGN OR ADDITIONAL REQUIREMENTS TO PROTECT GROUNDWATER, SUCH AS EXTRA LINER DEPTH OR SYNTHETIC LINERS, WHEN IT APPEARS GROUNDWATER COULD BE IMPACTED. [510 ILCS 77/15(a)]

(c) The owner or operator shall conduct a site investigation in accordance with Section 506.202 of this Part to determine if aquifer material is present (or not present) within 50 feet of the planned bottom of the lagoon.

(d) The owner or operator shall, as a part of the lagoon design, include the use of a liner and implement groundwater monitoring in accordance with following conditions:

(1) If the uppermost aquifer material is located above or within 20 feet of the lowest point of the planned lagoon bottom (as measured from the top of any proposed liner), then the lagoon design shall

include both a liner and groundwater monitoring.

(2) If the uppermost aquifer material is located between 20 to 50 feet from the lowest point of the planned lagoon (as measured from the top of any proposed liner), then the lagoon design shall include a liner, but no groundwater monitoring is required.

(3) If no aquifer material is located within 50 feet from the lowest point of the planned lagoon (as measured from the top of any proposed liner), then the lagoon design shall require neither a liner nor groundwater monitoring.

(e) If the owner or operator determines that a liner is required for the lagoon pursuant to this Section, the design of the lagoon shall include an in-situ soil liner, borrowed clay or clay/bentonite mixture, or a synthetic liner meeting the requirements of Section 506.205 of this Part.

(f) If the owner or operator determines that groundwater monitoring is required for the lagoon pursuant to this Section, the design of lagoon shall include the implementation of a groundwater monitoring program in accordance with Section 506.206 of this Part.

(g) Any livestock waste lagoon subject to the provisions of this Part shall meet or exceed the following:

(1) Berm:

- (A) The minimum berm top width shall be 8 feet;
- (B) The berm may contain no outlet piping that extends through the berm unless the piping discharges to another lagoon;

(2) Berm slope:

- (A) Exterior and normally exposed interior (above the liquid level elevation corresponding to the summation of the sludge volumes and minimum design volume) earthen walls shall have side slopes not steeper than a 3 to 1 ratio of horizontal to vertical and a vegetative cover shall be established on any exposed berm areas and kept mowed or otherwise maintained to eliminate erosion or other berm deterioration;
- (B) Interior berm earthen walls below the liquid level elevation corresponding to the summation of the sludge volumes and minimum design volume shall have side slopes not steeper than a 3 to 1 ratio of horizontal to vertical; or a 2 to 1 ratio of horizontal to vertical if designed by a Licensed Professional Engineer and maintained to eliminate berm deterioration;

- (3) The lagoon's total design volume shall be not less than the volume calculated as the summation of the following:
- (A) A minimum design volume, as calculated pursuant to subsection 5.4.1.1, ASAE EP403.2, ASAE Standards 1993, pp. 543-545;
 - (B) A livestock waste volume, which shall be sufficient to store the waste generated by the facility for a period not less than 270 days as determined in accordance with ASAE EP403.2, ASAE Standards 1993, p. 543;
 - (C) Runoff and wash down volumes, based on a 6-inch rainfall covering the lagoon surface and any other areas such as open lots, roofs or other surfaces where collected precipitation is directed into the lagoon plus the volume of any wash down liquids utilized within the facility which are also directed into the lagoon; and
 - (D) A sludge accumulation volume, as calculated pursuant to subsection 5.4.1.4, ASAE EP403.2, ASAE Standards 1993, p. 545;
- (4) In addition to the lagoon's total design volume, a freeboard shall be provided as follows:
- (A) For lagoons serving a livestock management facility with a maximum design capacity of less than 300 animal units and not collecting runoff from areas other than the exposed surface of the lagoon (including associated interior berm slopes and flat berm top areas), the top of the settled embankment shall be not less than 1 foot above the fluid surface level of the lagoon total design volume; or
 - (B) For all other lagoons, the top of the settled embankment shall be not less than 2 feet above the fluid surface level of the lagoon total design volume;
- (5) Subsurface drainage lines in the immediate area of the livestock waste lagoon shall be removed or relocated to provide for a minimum separation distance of not less than 50 feet between the outermost extent of the lagoon (exterior toe of the berm) and the subsurface drainage line;
- (6) The minimum separation distance between the outermost extent of a lagoon (exterior toe of the berm) and any potential route of groundwater contamination, as defined in the Illinois Environmental Protection Act [415 ILCS 5] shall be not less than 100 feet. In addition, the minimum separation distance between the outermost extent of a lagoon (exterior toe of the berm) and a non-potable well, an abandoned or plugged well, drainage well or injection well shall be not less than 100 feet;
- (7) The design and construction of the lagoon shall
- include the installation of a lagoon liquid level board or staff gauge within the interior of the liquid storage volume. The liquid level board or staff gauge shall include a mark at the liquid level elevation corresponding to the summation of the sludge volume and minimum design volume and shall be designated as the "STOP PUMPING" elevation. The liquid level board or staff gauge shall also be marked at the liquid level elevation corresponding to the summation of the sludge volume, minimum design volume, and livestock waste volume and shall be designated as the "START PUMPING" elevation;
- (8) Water shall be added to a newly constructed or modified lagoon to at least 60% of the design volume prior to the initial addition of waste; and
- (9) The location of the lagoon and the associated livestock management facility shall be in compliance with all setback provisions of the Illinois Environmental Protection Act [415 ILCS 5], the Livestock Management Facilities Act [510 ILCS 77], and the rules promulgated thereunder.
- (h) THE OWNER OR OPERATOR OF THE EARTHEN LIVESTOCK LAGOON MAY, upon written request and WITH written APPROVAL FROM THE DEPARTMENT, MODIFY OR EXCEED THESE STANDARDS IN ORDER TO MEET SITE SPECIFIC OBJECTIVES. The owner or operator shall demonstrate that such modification shall be at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as the requirements of this Part. [510 ILCS 77/15(a)]

Section 506.205 Liner Standards

- (a) The design of a liner constructed from in-situ soils, borrowed clay or a clay/bentonite mixture, or a synthetic liner pursuant to Section 506.204(d) of this Part shall comply with the requirements of this Section.
- (b) A liner constructed using in-situ soil or borrowed clay or clay/bentonite mixtures shall meet the following standards:
 - (1) The minimum liner thickness shall be 2 feet;
 - (2) The liner shall be constructed in lifts not to exceed 6 inches in thickness;
 - (3) The liner shall be compacted to achieve a hydraulic conductivity equal to or less than 1×10^{-7} centimeters/second; and
 - (4) The construction and compaction of the liner shall be carried out to reduce void spaces and allow the liner to support the loadings imposed by the waste disposal operation without settling.
- (c) Any synthetic liner used in the construction of a livestock waste lagoon shall meet the following standards:
 - (1) The liner shall be designed to perform equivalent to or better than a liner that conforms to subsection (b) of this Section;
 - (2) The liner manufacturer shall provide to the owner or operator the liner maintenance guidelines and shall certify that the liner is chemically compatible with:
 - (A) The livestock waste being stored; and
 - (B) The supporting soil materials;
 - (3) The liner shall be supported by a compacted base free from sharp objects;
 - (4) The liner shall have sufficient strength and durability to function at the site for the design period under the maximum expected loadings imposed by the waste and equipment and stresses imposed by settlement, temperature, construction and operation;
 - (5) The liner seams shall be made in the field according to the manufacturer's specifications. All sections shall be arranged so that the use of field seams is minimized and seams are oriented in the direction subject to the least amount of stress; and
 - (6) The owner or operator shall maintain a copy of the manufacturer's compatibility statement and liner

installation and maintenance guidelines at the facility.

- (d) The design, construction and installation of the liner in accordance with this Section shall be conducted under the direction of a Licensed Professional Engineer. Upon completion of construction or installation of the liner, the supervising Licensed Professional Engineer shall certify that the liner meets all the applicable requirements of this Section. Such certification shall include all supporting justification and data.
- (e) The owner or operator of a livestock waste lagoon shall submit to the Department a copy of the Licensed Professional Engineer's Certification prior to placing the lagoon in service in accordance with Section 506.207 of this Part.
- (f) THE OWNER OR OPERATOR OF THE EARTHEN LIVESTOCK LAGOON MAY, upon written request and WITH written APPROVAL FROM THE DEPARTMENT, MODIFY OR EXCEED THESE STANDARDS IN ORDER TO MEET SITE SPECIFIC OBJECTIVES. The owner or operator shall demonstrate that such modification shall be at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as the requirements of this Part. [510 ILCS 77/15(a)]

Section 506.206 Groundwater Monitoring

- (a) The owner or operator of any livestock waste lagoon required to implement groundwater monitoring pursuant to Section 506.204(d) of this Part shall implement a monitoring program which meets the requirements of this Section.
- (b) The groundwater monitoring network shall consist of a minimum of three monitoring wells on the basis of local groundwater conditions within 20 feet of the exterior toe of the berm with at least two wells down gradient of the lagoon. For the purposes of groundwater monitoring network design, multiple cell lagoons shall be considered as a single lagoon.
- (c) The monitoring wells shall be installed in accordance with the following:
 - (1) The requirements of Illinois Water Well Construction Code at 77 Ill. Adm. Code 920.170;
 - (2) The top of the well screen shall be set at the estimated seasonal low water table elevation;
 - (3) Monitoring wells shall utilize a five foot screened interval; and

- (4) The screen shall be set in a sand pack of no less than five feet and no greater than seven feet.
- (d) Prior to placing the lagoon in service, water level measurements shall be made at each monitoring well to establish the local groundwater gradient at the lagoon site.
- (e) The owner or operator shall sample each monitoring well at least once prior to placing the lagoon in service and at least quarterly thereafter. The samples shall be collected and analyzed consistent with the methods specified in Section 506.104(a)(1) and (3) of this Part for each of the following:
- (1) Nitrate-nitrogen;
 - (2) Phosphate-phosphorous;
 - (3) Chloride;
 - (4) Sulfate;
 - (5) Ammonia-nitrogen;
 - (6) Escherichia coli or fecal coliform; and
 - (7) Fecal Streptococcus.
- (f) The Department may collect and analyze samples or split samples from monitoring wells installed pursuant to this Section at the Department's discretion. The Department shall provide notice to the owner or operator of the livestock waste lagoon of such activity and SHALL COMPLY WITH REASONABLE ANIMAL HEALTH PROTECTION PROCEDURES AS REQUESTED BY THE OWNER OR OPERATOR. [510 ILCS 77/15(b)]
- (g) Analytical results as determined in subsection (e) of this Section shall be submitted to the Department within 45 days after sample collection and shall include a discussion relative to the significance of the results. Such discussion of significance shall include:
- (1) A comparison of the results to the initial sampling made prior to the lagoon being placed in service; and
 - (2) A description of any proposed response action necessary to mitigate potential impacts to groundwater.
- (h) The Department shall review the submittal provided pursuant to subsection (g) of this Section, evaluate the proposed response action, and provide a time frame for the correction of any identified deficiencies. As a result of the evaluation, the Department may approve or modify the monitoring program or response action including, but not limited to, the following:

- (1) Increase or decrease the monitoring well sampling frequency;
 - (2) Add or delete items from the list of sample analytes; or
 - (3) Require changes to the design, construction or operation of the lagoon or changes in the operation of the livestock management facility which shall be implemented by the owner or operator within the time frame established by the Department.
- (i) Failure of the owner or operator to submit the information required pursuant to subsection (g) of this Section or to implement the response action approved or modified by the Department shall be considered a failure to construct a lagoon in accordance with the requirements of this Part and shall subject the owner or operator to penalties set forth in this Part and the Livestock Management Facilities Act [510 ILCS 77].
- (j) THE OWNER OR OPERATOR OF THE EARTHEN LIVESTOCK LAGOON MAY, upon written request and WITH WRITTEN APPROVAL FROM THE DEPARTMENT, MODIFY OR EXCEED THESE STANDARDS IN ORDER TO MEET SITE SPECIFIC OBJECTIVES. The owner or operator shall demonstrate that such modification shall be at least as protective of the groundwater, surface water and the structural integrity of the livestock waste management facility as the requirements of this Part. [510 ILCS 77/15(a)]

Section 506.207 Certification of Construction

- (a) THE DEPARTMENT SHALL INSPECT AN EARTHEN LIVESTOCK WASTE LAGOON AT LEAST ONCE DURING THE PRE-CONSTRUCTION, CONSTRUCTION or POST-CONSTRUCTION PHASE and SHALL REQUIRE MODIFICATIONS WHEN NECESSARY to ensure the project will be in compliance with the requirements of this Part. [510 ILCS 77/15(b)]
- (b) Upon completion of construction or installation of a liner, the supervising Licensed Professional Engineer shall certify that the liner meets all the applicable requirements of Section 506.205 of this Part. Such certification shall be submitted to the Department prior to placing the lagoon in service and shall include supporting data and justification.
- (c) UPON COMPLETION OF THE CONSTRUCTION OR MODIFICATION, BUT PRIOR TO PLACING THE LAGOON IN SERVICE, THE OWNER OR OPERATOR OF THE LIVESTOCK WASTE LAGOON SHALL CERTIFY ON A FORM PROVIDED BY THE DEPARTMENT THAT THE

LAGOON HAS BEEN CONSTRUCTED OR MODIFIED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN SUBSECTION (a) OF SECTION 15 of the Livestock Management Facilities Act [510 ILCS 77] and the requirements of this Part AND THAT THE INFORMATION PROVIDED ON THE REGISTRATION FORM and other supporting documents as required by this Part IS CORRECT. THE CERTIFICATION NOTICE TO THE DEPARTMENT SHALL INCLUDE A CERTIFICATION STATEMENT AND SIGNATURE. [510 ILCS 77/15(b)]

- (d) THE OWNER OR OPERATOR OF THE LAGOON MAY PROCEED TO PLACE THE LAGOON IN SERVICE NO EARLIER THAN 10 WORKING DAYS AFTER SUBMITTING TO THE DEPARTMENT A CERTIFICATION OF COMPLIANCE STATEMENT. [510 ILCS 77/15(b)]

Section 506.208 Failure to Register or Construct in Accordance with Standards

- (a) THE OWNER OR OPERATOR OF ANY EARTHEN LIVESTOCK WASTE LAGOON SUBJECT TO REGISTRATION THAT HAS NOT BEEN REGISTERED OR CONSTRUCTED IN ACCORDANCE WITH STANDARDS SET FORTH IN SUBSECTION (a) OF SECTION 15 of the Livestock Management Facilities Act [510 ILCS 77/15] and in this Part SHALL, UPON BEING IDENTIFIED AS SUCH BY THE DEPARTMENT, BE GIVEN WRITTEN NOTICE BY THE DEPARTMENT TO REGISTER AND CERTIFY THE LAGOON WITHIN 10 WORKING DAYS after RECEIPT OF THE NOTICE. THE DEPARTMENT MAY INSPECT SUCH LAGOON AND REQUIRE COMPLIANCE IN ACCORDANCE WITH SUBSECTIONS (a) AND (b) of Section 15 of the Livestock Management Facilities Act [510 ILCS 77/15] and this Part. IF THE OWNER OR OPERATOR OF THE LIVESTOCK WASTE LAGOON THAT IS SUBJECT TO REGISTRATION FAILS TO COMPLY WITH THE NOTICE, THE DEPARTMENT MAY ISSUE A CEASE AND DESIST ORDER UNTIL SUCH TIME AS COMPLIANCE IS OBTAINED WITH THE REQUIREMENTS OF Section 15 of the Livestock Management Facilities Act [510 ILCS 77/15] and this Part. FAILURE TO CONSTRUCT THE LAGOON IN ACCORDANCE WITH THE CONSTRUCTION PLAN AND DEPARTMENT RECOMMENDATIONS IS A BUSINESS OFFENSE PUNISHABLE BY A FINE OF NOT MORE THAN \$5,000. [510 ILCS 77/15(f)]
- (b) If the owner or operator of the livestock waste lagoon that is subject to registration fails to comply with the notice addressing violations occurring during lagoon

construction, a cease and desist order to stop construction may be issued by the Department. Changes shall be made to the lagoon by the owner or operator to ensure construction according to the provisions of the Livestock Management Facilities Act [510 ILCS 77] and this Part. The cease and desist order shall be canceled by the Department upon submission of the registration materials by the lagoon owner or operator to the Department, and after the Department's review of the construction plans and specifications and lagoon registration materials, and after determination of compliance with the Livestock Management Facilities Act and this Part by the Department.

- (c) If the owner or operator of the livestock waste lagoon that is subject to registration fails to comply with the notice addressing violations which occur after completion of lagoon construction, an operational cease and desist order may be issued by the Department. Any necessary changes shall be made to the lagoon by the lagoon owner or operator to comply with the Livestock Management Facilities Act and this Part. The operational cease and desist order shall be canceled by the Department after the Department determines compliance with the Livestock Management Facilities Act and this Part.

Section 506.209 Lagoon Closure and Ownership Transfer

- (a) WHEN ANY EARTHEN LIVESTOCK WASTE LAGOON IS REMOVED FROM SERVICE, IT SHALL BE COMPLETELY EMPTIED. APPROPRIATE CLOSURE PROCEDURES SHALL BE FOLLOWED AS DETERMINED BY the requirements of this Part. [510 ILCS 77/15(e)]
- (1) In the event that any earthen livestock waste lagoon is removed from service, the requirements contained in Section 15(e) of the Livestock Management Facilities Act [510 ILCS 77/15(e)] shall be met. The owner or operator shall notify the Department in writing when a lagoon is removed from service. Within 60 days after removal of the lagoon from service, the owner or operator shall submit a lagoon closure plan to the Department for review and approval. If no lagoon closure plan is received by the Department within 60 days, the Department shall send the lagoon owner a notice of default.
- (2) The lagoon closure plan shall provide for the following:
- (A) The sampling, analysis and reporting of results of all remaining livestock waste, sludge and

minimum six-inch thickness of soil from throughout the lagoon interior consistent with the requirements of Section 506.312 of this Part:

(B) The removal of all remaining livestock waste including sludge, the removal of a minimum 6 inch thickness of soil from throughout the lagoon interior, and the application of these materials to crop land at agronomic rates consistent with the provisions of the site livestock waste management plan or their otherwise proper disposal;

(C) The removal of all associated appurtenances, including but not limited to transfer lines, ramps, pumping ports and other waste conveyance structures;

(D) The proper management of any impounded precipitation in the remaining excavation if it is not immediately filled and the area immediately returned to its pre-construction condition;

(E) The proper abandonment of any monitoring wells installed pursuant to Section 506.206 of this Part, which shall be conducted pursuant to the Illinois Water Well Construction Code at 77 Ill. Adm. Code 920.120; and

(F) A proposed time frame for the completion of the closure activities no greater than two years from the cessation of operation date unless the lagoon is maintained or serviced.

(3) The Department shall review and approve, reject, or request additional information relative to the lagoon closure plan. THE DEPARTMENT MAY ALSO GRANT A WAIVER TO ANY OF THE BEFORE-STATED CLOSURE REQUIREMENTS THAT WILL PERMIT THE LAGOON TO BE USED FOR AN ALTERNATIVE PURPOSE. [510 ILCS 77/15(e)]

(4) Upon completion of the lagoon closure activities as prescribed by the Department-approved closure plan, the owner or operator shall notify the Department. The Department shall conduct a site inspection and issue a written notification of closure completion or inform the owner or operator of any unresolved closure issues.

(b) A lagoon is considered removed from service when:

(1) The Department has ordered the lagoon removed from service under Section 506.620 of this Part;

(2) A tribunal of competent jurisdiction has ordered

the lagoon closed or ordered the owner or operator to cease operations:

(3) The lagoon no longer receives livestock waste and the lagoon is not being serviced or maintained;

(4) The owner fails to extend the term for which evidence of financial responsibility is shown as required in Section 506.602(b) of this Part; or

(5) The owner or operator informs the Department in accordance with subsection (a)(1) of this Section that the lagoon has been removed from service.

(c) UPON A CHANGE IN THE OWNERSHIP OF A REGISTERED EARTHEN LIVESTOCK WASTE LAGOON, THE NEW OWNER SHALL NOTIFY, IN WRITING, THE DEPARTMENT OF THE CHANGE WITHIN 30 WORKING DAYS OF THE CLOSING OF THE TRANSACTION. [510 ILCS 77/15(e)]

(Source: Amended at 22 Ill. Reg. 20605, effective November 12, 1998.)

SUBPART C: WASTE MANAGEMENT PLAN

Section 506.301 Purpose

Livestock waste management plans shall be prepared by livestock management facility owners or operators to provide for adequate land area for the proper application of livestock waste at rates not to exceed the agronomic nitrogen DEMAND OF THE CROPS TO BE GROWN WHEN AVERAGED OVER A 5-YEAR PERIOD [510 ILCS 77/20(f)(4)].

Section 506.302 Scope and Applicability

(a) A waste management plan shall be prepared according to the requirements contained in Section 20 of the Livestock Management Facilities Act [510 ILCS 77/20] and in this Subpart. THE APPLICATION OF LIVESTOCK WASTE TO THE LAND IS AN ACCEPTABLE, RECOMMENDED, AND ESTABLISHED PRACTICE IN ILLINOIS. HOWEVER, WHEN LIVESTOCK WASTE IS NOT APPLIED IN A RESPONSIBLE MANNER, IT MAY CREATE POLLUTIONAL PROBLEMS. IT SHOULD BE RECOGNIZED THAT, IN MOST CASES, IF THE AGRONOMIC NITROGEN RATE IS MET, THE PHOSPHORUS APPLIED WILL EXCEED THE CROP REQUIREMENTS, BUT NOT ALL OF THE PHOSPHORUS MAY BE AVAILABLE FOR USE BY THE CROP. IT WILL BE CONSIDERED ACCEPTABLE, THEREFORE, TO PREPARE AND

IMPLEMENT A WASTE MANAGEMENT PLAN BASED ON THE NITROGEN RATE. [510 ILCS 77/20(f)]

- (b) THE LIVESTOCK MANAGEMENT FACILITY OWNER OR OPERATOR AT A FACILITY OF LESS THAN 1,000 ANIMAL UNITS SHALL NOT BE REQUIRED TO PREPARE AND MAINTAIN A WASTE MANAGEMENT PLAN. [510 ILCS 77/20(b)]
- (c) THE LIVESTOCK MANAGEMENT FACILITY OWNER OR OPERATOR AT A FACILITY OF 1,000 OR GREATER ANIMAL UNITS BUT LESS THAN 7,000 ANIMAL UNITS SHALL PREPARE, maintain and implement a waste management plan and comply with the following: [510 ILCS 77/20(c)]
- (1) For facilities which commence operations or reach or exceed 1,000 animal units after the effective date of this Part, the owner or operator shall prepare, maintain, and implement a waste management plan within 60 working days after commencing operations or exceeding 1,000 animal units;
 - (2) Prior to the expiration of the waste management plan preparation period, the owner or operator shall submit to the Department a form certifying that a waste management plan has been prepared. The form shall also list the location of the plan;
 - (3) The waste management plan and records of livestock waste disposal shall be kept on file at the facility for a period of three years and shall be available for inspection by Department personnel during normal business hours; and
 - (4) NOTWITHSTANDING the above provisions, A LIVESTOCK MANAGEMENT FACILITY SUBJECT TO THIS SUBSECTION (c) MAY BE OPERATED ON AN INTERIM BASIS BUT NOT TO EXCEED 6 MONTHS AFTER THE EFFECTIVE DATE OF this Part TO ALLOW FOR THE OWNER OR OPERATOR OF THE FACILITY TO DEVELOP A WASTE MANAGEMENT PLAN. [510 ILCS 77/20(c)]
- (d) THE LIVESTOCK MANAGEMENT FACILITY OWNER OR OPERATOR AT A FACILITY OF 7,000 OR GREATER ANIMAL UNITS SHALL PREPARE, MAINTAIN, implement, AND SUBMIT TO THE DEPARTMENT THE WASTE MANAGEMENT PLAN FOR APPROVAL [510 ILCS 77/20(d)], and comply with the following:
- (1) For facilities which commence operations after the effective date of this Part, the owner or operator shall submit a waste management plan to the Department. The facility shall not commence

operation before the Department approves the plan:

- (2) For existing facilities that reach or exceed 7,000 animal units through expansion, the owner or operator shall submit to the Department a waste management plan within 60 working days after reaching or exceeding 7,000 animal units for approval by the Department; and
 - (3) The waste management plan and records of livestock waste disposal shall be kept on file at the facility for a period of three years and shall be available for inspection by Department personnel during normal business hours.
- (e) A separate waste management plan shall be developed for each livestock waste handling facility. Livestock waste from each different type of livestock waste storage structure or system shall be accounted for in separate waste management plans or as separate sections of one plan. Waste from different types of storage structures may be applied to the same land provided that the nitrogen rate to obtain targeted crop yield goals is not exceeded.
- (f) Notwithstanding the above provisions, a facility owner or operator who prepared a waste management plan pursuant to the emergency amendment adopted in R97-14 at 20 Ill. Reg. 14903, effective October 31, 1996 and the emergency rules adopted in R97-14 at 21 Ill. Reg. 4313, effective March 31, 1997, shall be deemed to have prepared a waste management plan pursuant to this Subpart.
- (g) For the purposes of this Subpart, the number of animal units served by a livestock waste handling facility shall be determined as the maximum design capacity of the livestock management facility which is being served by the livestock waste handling facility.

Section 506.303 Waste Management Plan Contents

The Livestock Waste Management Plan shall contain the following items:

- (a) Name, address, and phone number of the owner(s) of the livestock facility;
- (b) Name, address, and phone number of the manager or operator if different than the owner(s);
- (c) Address, phone number, and plat location of the facility, and directions from nearest post office;
- (d) Type of waste storage for the facility;
- (e) Species, general size, number of animals, and number

of animal units at the facility:

- (f) Aerial photos and maps outlining fields available and intended for livestock waste applications with available acreage listed and with residences, non-farm businesses, common places of assembly, streams, wells, waterways, lakes, ponds, rivers, drainage ditches, and other water sources indicated;
- (g) For application fields not owned or rented, copies of waste application agreements between the owner or operator of the livestock facility and the owner of the land where livestock waste will be applied;
- (h) AN ESTIMATE OF THE VOLUME OF WASTE TO BE DISPOSED OF ANNUALLY [510 ILCS 77/20(f)(1)];
- (i) Cropping schedule for each field for the past year, anticipated crops for the current year, and anticipated crops for the next two years after the current year;
- (j) Targeted crop yield goal for each crop in each field;
- (k) Estimated nutrient content of the livestock waste;
- (l) Livestock waste application methods;
- (m) Calculations showing the following:
 - (1) Amount of available livestock waste for application;
 - (2) Amount of nitrogen available for application;
 - (3) Nitrogen loss due to method of application;
 - (4) Amount of plant-available nitrogen including mineralization of organic nitrogen;
 - (5) Amount of nitrogen required by each crop in each field based on targeted crop yield goal;
 - (6) Nitrogen credits from previous crops, from other sources of fertilizer applied for the growing season, and from any manure applications during the previous three years for each application field;
 - (7) Livestock waste application rate based on nitrogen for each application field; and
 - (8) Land area required for application;
- (n) A listing of fields and the planned livestock waste application amounts for each field;
- (o) A PROVISION THAT LIVESTOCK WASTE APPLIED WITHIN 1/4 MILE OF ANY RESIDENCE NOT PART OF THE FACILITY SHALL BE

INJECTED OR INCORPORATED ON THE DAY OF APPLICATION. HOWEVER, LIVESTOCK MANAGEMENT FACILITIES AND LIVESTOCK WASTE HANDLING FACILITIES THAT HAVE IRRIGATION SYSTEMS IN OPERATION PRIOR TO May 21, 1996, OR EXISTING FACILITIES APPLYING WASTE ON FROZEN GROUND ARE NOT SUBJECT TO THE PROVISIONS OF THIS subsection (o) [510 ILCS 77/20(f)(5)];

- (p) A PROVISION THAT LIVESTOCK WASTE MAY NOT BE APPLIED WITHIN 200 FEET OF SURFACE WATER UNLESS THE WATER IS UPGRADE OR THERE IS ADEQUATE DIKING AND WASTE WILL NOT BE APPLIED WITHIN 150 FEET OF POTABLE WATER SUPPLY WELLS [510 ILCS 77/20(f)(6)];
- (q) PROVISION THAT LIVESTOCK WASTE MAY NOT BE APPLIED IN A 10-YEAR FLOOD PLAIN UNLESS THE INJECTION OR INCORPORATION METHOD OF APPLICATION IS USED [510 ILCS 77/20(f)(7)];
- (r) A PROVISION THAT LIVESTOCK WASTE MAY NOT BE APPLIED IN WATERWAYS. For the purposes of this Part, a grassed area serving as a waterway may receive livestock waste through an irrigation system if there is no runoff, the distance from applied livestock waste to surface water is greater than 200 feet, the distance from applied livestock waste to potable water supply wells is greater than 150 feet; the distance from applied livestock waste to a non-potable well, an abandoned or plugged well, a drainage well, or an injection well is greater than 100 feet; and precipitation is not expected within 24 hours [510 ILCS 77/20(f)(8)];
- (s) A PROVISION THAT IF WASTE IS SPREAD ON FROZEN OR SNOW-COVERED LAND, THE APPLICATION WILL BE LIMITED TO LAND AREAS ON WHICH:
 - (1) LAND SLOPES ARE 5% OR LESS; OR
 - (2) ADEQUATE EROSION CONTROL PRACTICES EXIST [510 ILCS 77/20(f)(9)];
- (t) For livestock facilities utilizing an earthen lagoon or other earthen waste storage structure, a provision that the owner, operator, or certified livestock manager shall inspect all berm tops, exterior berm sides, and non-submerged interior berm sides for evidence of erosion, burrowing animal activity, and other indications of berm degradation on a frequency of not less than once every two weeks; and
- (u) A provision that livestock waste may not be applied during a rainfall or to saturated soil and that

conservative waste loading rates will be used in the case of a high water table or shallow earth cover to fractured bedrock. Caution should be exercised in applying livestock wastes, particularly on porous soils, so as not to cause nitrate or bacteria contamination of groundwaters.

Section 506.304 Livestock Waste Volumes

The volume of available livestock waste for application, as required in Section 506.303(m)(1) of this Part, shall be determined from site specific measurements of the waste storage structure. Calculations and a description of the volume determination shall be included in the waste management plan.

Section 506.305 Nutrient Content of Livestock Waste

- (a) For new facilities without a waste management plan or facilities where a waste management plan is being initially prepared pursuant to this Part, the owner or operator shall obtain the nitrogen content of the livestock waste, as required in Section 506.303(m)(2) of this Part, from the results of a laboratory analysis of livestock waste samples from the waste storage facility, or from estimated values provided by the University of Illinois Cooperative Extension Service or the Natural Resources Conservation Service of the United States Department of Agriculture.
- (b) The livestock waste handling facility owner or operator shall annually obtain a laboratory analysis of the nutrient content of the livestock waste to be applied to land as provided within the waste management plan. Livestock waste shall be sampled during the application process. Multiple subsamples shall be obtained and may be combined into one sample for analysis so that a representative sample is used for preparation of the waste management plan. A sample taken during waste application the previous year can be used as a representative sample of the waste to be applied the following year unless there has been a change in the waste management practices.
- (c) Livestock waste sampling shall be performed under the direction of a certified livestock manager to ensure a representative sample from the livestock waste storage facility and to preserve the integrity of the sample.
- (d) The laboratory analysis of the livestock waste sample shall include, but not be limited to, total nitrogen, ammonium nitrogen, total phosphorus, and total potassium. Results of the analysis shall be included in the waste management plan.

Section 506.306 Adjustments to Nitrogen Availability

Adjustments shall be made to nitrogen availability to account for nitrogen loss from livestock waste due to method of application, as required in Section 506.303 (m) (3), and to account for the conversion of organic nitrogen into a plant available form, as required in Section 506.303 (m) (4) of this Part.

Section 506.307 Targeted Crop Yield Goal

- (a) The targeted crop yield goal, as required in Section 506.303(m)(5) of this Part, shall be determined for each field where the livestock waste is to be applied. The targeted crop yield goal shall be determined by obtaining an average yield over a five-year period from the field where livestock waste is to be applied. The following listing of sources of data shall be utilized to determine the targeted crop yield goal.
 - (1) Proven yields. The proven yield shall be determined by obtaining an average yield over a five-year period from the field where livestock waste is to be applied. The owner or operator shall indicate the method used to determine the proven yield. Data from years with crop disasters may be discarded. Proven yields shall be used unless there is a sound agronomic basis for predicting a different targeted crop yield goal;
 - (2) Crop insurance yields. A copy of the crop insurance yields shall be included in the plan; or
 - (3) Farm Service Agency - United States Department of Agriculture yields. A copy of the assigned crop yields shall be included in the plan.
- (b) Soils based yield data from the Natural Resources Conservation Service of the United States Department of Agriculture shall be used if the owner or operator cannot obtain a targeted crop yield goal pursuant to subsection (a) of this Section. A soil map of the application areas shall be included in the plan. The targeted crop yield goal shall be determined by a weighted average of the soil interpretation yield estimates for the areas that will receive livestock waste.

Section 506.309 Nitrogen Credits

- (a) Nitrogen credits shall be calculated by the livestock facility owner or operator, pursuant to Section 506.303(m)(6) of this Part, for nitrogen-producing crops grown the previous year, for other sources of nitrogen applied for the growing season, and for mineralized organic nitrogen in livestock waste applied during the previous three years.

- (b) Nitrogen credits shall be calculated by the livestock facility owner or operator for the mineralized organic nitrogen in livestock waste applied during the previous three years at the rate of 50%, 25%, and 12.5%, respectively, of that mineralized during the first year.

Section 506.310 Records of Waste Disposal

Records of the livestock waste disposal shall include the following items:

- (a) Date of livestock waste application;
- (b) The field where livestock waste application was made;
- (c) Method of livestock waste application;
- (d) Livestock waste application rate;
- (e) Number of acres receiving waste; and
- (f) Amount of livestock waste applied.

Section 506.311 Approval of Waste Management Plans

- (a) Department approval of livestock waste management plans shall be based on the following criteria:
 - (1) Livestock waste application rate of nitrogen not to exceed the crop nitrogen requirements for targeted crop yield goals;
 - (2) Demonstration of adequate land area for livestock waste application based on Section 506.303 of this Part; and
 - (3) Completeness and accuracy of plan contents as specified in Section 506.303 of this Part.
- (b) The owner or operator of the livestock management facility shall be notified by the Department within 30 working days after receipt of the livestock waste management plan that the plan has been approved or that further information or changes are needed. The owner or operator shall provide the information or changes within 30 working days.

Section 506.312 Sludge Removal

- (a) Within 60 days prior to periodic removal of sludge from a livestock waste storage structure, the livestock facility owner or operator shall test the sludge for nutrient content pursuant to Section 506.305(c) and (d) of this Subpart. Application of the sludge to the land shall not

exceed the nitrogen requirement to obtain targeted yields of the crop to be grown.

- (b) Prior to the removal of the remaining livestock waste, soil, and sludge during a lagoon closure, the waste, soil, and sludge shall be tested for nutrient content pursuant to Section 506.305(c) and (d) of this Subpart. Application of the waste, soil, and sludge to the land shall not exceed the nitrogen requirement to obtain targeted yields of the crop to be grown.
- (c) Nitrogen requirements based on targeted yields for the crop to be grown may be met but shall not be exceeded by any combination of the following:
 - (1) Livestock waste applications;
 - (2) Periodic sludge applications; or
 - (3) Remaining livestock waste, soil, or sludge applications during a waste storage structure closure.

Section 506.313 Plan Updates

- (a) The waste management plan shall be reviewed annually by the livestock facility owner or operator and updated, if necessary, after receipt by the owner or operator of the nutrient content results from the laboratory analysis of the livestock waste as required in Section 506.305(b), (c), and (d) of this Subpart, but prior to the next application period of the livestock waste to the land.
- (b) The waste management plan shall also be updated when at least one of the following occurs:
 - (1) A change in the amount of land area needed to dispose of the livestock waste based upon a change in the waste volume to be disposed of, nitrogen content of the livestock waste, or other factors;
 - (2) A change in land that is available for livestock waste application if the land is not currently included in the waste management plan;
 - (3) Method of livestock waste disposal or application changes; or
 - (4) Cropping sequence changes which alter the amount of livestock waste to be applied.

Section 506.314 Penalties

- (a) ANY PERSON WHO IS REQUIRED TO PREPARE, MAINTAIN, and implement A WASTE

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MANAGEMENT PLAN AND WHO FAILS TO DO SO SHALL BE ISSUED A WARNING LETTER BY THE DEPARTMENT FOR THE FIRST VIOLATION AND SHALL BE GIVEN 30 WORKING DAYS TO PREPARE A WASTE MANAGEMENT PLAN. FOR FAILURE TO PREPARE, MAINTAIN, and implement A WASTE MANAGEMENT PLAN, THE PERSON SHALL BE FINED AN ADMINISTRATIVE PENALTY OF UP TO \$500 BY THE DEPARTMENT AND SHALL BE REQUIRED TO ENTER INTO AN AGREEMENT OF COMPLIANCE TO PREPARE, MAINTAIN, and implement A WASTE MANAGEMENT PLAN WITHIN 30 WORKING DAYS. FOR FAILURE TO PREPARE, MAINTAIN, and implement A WASTE MANAGEMENT PLAN AFTER THE SECOND 30 DAY PERIOD OR FOR FAILURE TO ENTER INTO A COMPLIANCE AGREEMENT, THE DEPARTMENT MAY ISSUE AN OPERATIONAL CEASE AND DESIST ORDER UNTIL COMPLIANCE IS ATTAINED. [510 ILCS 77/20(g)]

- (b) The operational cease and desist order procedures may be suspended by the Department upon submittal of a waste management plan by the owner or operator to the Department. The cease and desist order shall be canceled by the Department upon approval of the waste management plan by the Department.
- (c) A waste management plan prepared as a result of a warning letter or compliance agreement shall be subject to approval by the Department.
- (d) Penalties shall not be imposed for excessive nitrogen application for unplanned cropping changes due to weather or other unforeseeable circumstances.

SUBPART D: CERTIFIED LIVESTOCK MANAGER

Section 506.401 Applicability

- (a) A LIVESTOCK WASTE HANDLING FACILITY SERVING 300 OR GREATER ANIMAL UNITS SHALL BE OPERATED ONLY UNDER THE SUPERVISION OF A CERTIFIED LIVESTOCK MANAGER. NOT WITHSTANDING THE BEFORE-STATED PROVISION, A LIVESTOCK WASTE HANDLING FACILITY MAY BE OPERATED ON AN INTERIM BASIS, BUT NOT TO EXCEED 6 MONTHS, TO ALLOW FOR THE OWNER OR OPERATOR OF THE FACILITY TO BECOME CERTIFIED. For the purposes of this Subpart, being operated under the supervision of a certified livestock manager shall mean that the certified livestock

manager shall be immediately available to the workers at a livestock waste handling facility either in person or via telecommunications and shall have the ability to be physically present at the livestock waste handling facility within one hour after notification. [510 ILCS 77/30(a)]

- (b) Persons may become certified livestock managers by demonstrating an understanding of and competence for the operation of livestock waste handling facilities as established in Section 30 of the Livestock Management Facilities Act [510 ILCS 77] and further described in this Subpart. Livestock managers shall establish or re-establish certification when required to do so in accordance with Section 30 of the Livestock Management Facilities Act.
- (c) A livestock manager certified pursuant to the emergency amendment adopted in R97-14 at 20 Ill. Reg. 14903, effective October 31, 1996 and the emergency rules adopted in R97-14 at 21 Ill. Reg. 4313, effective March 31, 1997, shall be considered as certified pursuant to this Subpart.
- (d) For the purposes of this Subpart, the number of animal units served by a livestock waste handling facility is the maximum design capacity of the livestock management facility which is being served by the livestock waste handling facility.
- (e) For violations pertaining to the certified livestock manager requirements, the owner or operator SHALL BE ISSUED A WARNING LETTER FOR THE FIRST VIOLATION AND SHALL BE REQUIRED TO HAVE A CERTIFIED MANAGER FOR THE LIVESTOCK WASTE HANDLING FACILITY WITHIN 30 WORKING DAYS. FOR FAILURE TO COMPLY WITH THE WARNING LETTER WITHIN THE 30 DAY PERIOD, THE PERSON SHALL BE FINED AN ADMINISTRATIVE PENALTY OF UP TO \$500 BY THE DEPARTMENT AND SHALL BE REQUIRED TO ENTER INTO AN AGREEMENT TO HAVE A CERTIFIED MANAGER FOR THE LIVESTOCK WASTE HANDLING FACILITY WITHIN 30 WORKING DAYS. FOR FAILURE TO COMPLY WITH THE AGREEMENT TO HAVE A CERTIFIED MANAGER FOR THE LIVESTOCK WASTE HANDLING FACILITY WITHIN THE 30 DAY PERIOD OR FOR FAILURE TO ENTER INTO A COMPLIANCE AGREEMENT, THE PERSON SHALL BE FINED UP TO \$1,000 BY THE DEPARTMENT AND SHALL BE REQUIRED TO ENTER INTO AN AGREEMENT TO HAVE A CERTIFIED MANAGER FOR THE LIVESTOCK WASTE HANDLING FACILITY WITHIN 30 WORKING DAYS. FOR CONTINUED FAILURE TO COMPLY, THE DEPARTMENT MAY ISSUE AN OPERATIONAL CEASE AND DESIST ORDER UNTIL COMPLIANCE IS ATTAINED. [510 ILCS

77/30(g)] The cease and desist order shall be canceled by the Department upon presentation to the Department of a valid certified livestock manager certificate issued in the name of the owner, operator, or current employee of the livestock facility.

SUBPART E: PENALTIES

Section 506.501 General

The penalties for violations of the Livestock Management Facilities Act [510 ILCS 77] and this Part shall be those as identified in the Livestock Management Facilities Act and further described in this Part and Subpart. Warning letters and written notices from the Department shall be sent via certified mail to the livestock facility owner or operator.

SUBPART F: FINANCIAL RESPONSIBILITY

Section 506.601 Scope, Applicability, and Definitions

- (a) This Subpart provides procedures by which the owner of a new or modified livestock waste lagoon registered under the Livestock Management Facilities Act provides evidence of financial responsibility satisfying the requirements of Section 17 of the Livestock Management Facilities Act.
- (b) Owners of lagoons must comply with the financial responsibility requirements of this Part either:
 - (1) on or before June 1, 1999; or
 - (2) before the lagoon is placed in service.
- (c) For the purposes of this Subpart, the following terms have the following meanings:
 - (1) "Financial institution" means:
 - (A) An insurer providing commercial or private insurance to evidence financial responsibility for lagoon closure in accordance with Section 506.610 of this Part;
 - (B) A guarantor providing a guarantee as evidence of financial responsibility for lagoon closure in accordance with Section 506.611 of this Part;
 - (C) The issuer of a surety bond as evidence of financial responsibility for lagoon closure in accordance with Section 506.612 of this Part;

(D) The issuer of a letter of credit as evidence of financial responsibility for lagoon closure in accordance with Section 506.613 of this Part; or

(E) The livestock waste lagoon closure fund managed by the Illinois Farm Development Authority that evidences financial responsibility for lagoon closure in accordance with Section 506.615 of this Part.

- (2) "Level of surety" means the level, calculated in accordance with Section 506.603 of this Part, at which evidence of financial responsibility must be provided.
- (3) "Surety instrument" means any of the devices listed in Section 506.602 of this Part by which a lagoon owner evidences financial responsibility for lagoon closure. Unless the context requires otherwise, "surety instrument" includes a combination of surety instruments.

(Source: Amended at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.602 Mechanisms for Providing Evidence of Financial Responsibility

- (a) FINANCIAL RESPONSIBILITY MAY BE EVIDENCED BY ANY COMBINATION OF THE FOLLOWING:
 - (1) COMMERCIAL OR PRIVATE INSURANCE;
 - (2) GUARANTEE;
 - (3) SURETY BOND;
 - (4) LETTER OF CREDIT;
 - (5) CERTIFICATE OF DEPOSIT OR DESIGNATED SAVINGS ACCOUNT; or
 - (6) PARTICIPATION IN A LIVESTOCK WASTE LAGOON CLOSURE FUND MANAGED BY THE ILLINOIS FARM DEVELOPMENT AUTHORITY. [510 ILCS 77/17]
- (b) The lagoon owner must provide continuous coverage from the time the lagoon is placed in service until such time as the owner is released from the financial responsibility requirements pursuant to Section 506.605(a) of this part. The initial term of any surety instrument (other than a certificate of deposit or designated savings account) utilized to fulfill the

requirements of this Part must be at least three years. At least two years prior to the expiration date of such instrument, the owner must provide the Department with proof that the term of coverage has been extended for at least one additional year.

- (c) Upon a change in the ownership of a livestock management facility or livestock waste handling facility involving a lagoon that is subject to the financial responsibility requirements of this Subpart, the new owner must establish and maintain evidence of financial responsibility at the same level of surety as the previous owner.
- (d) The lagoon owner must ensure that the terms and conditions of the surety instrument(s) listed in subsection (a) of this Section upon which the owner relies are legally valid, binding, and enforceable under State and federal law.

(Source: Amended at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.603 Level of Surety

- (a) The level of surety is determined by the following formula:

$$\text{Level of Surety} = (V \times CF) + EC$$

where:

V = Volume of the lagoon as constructed or modified in cubic feet, including the freeboard volume;

CF = Cost factor determined pursuant to subsection (b) of this Section; and

EC = Engineering contingency determined under subsection (c) of this Section.

- (b) The cost factor is obtained from the following:
 - (1) Until December 31, 2002, the cost factor is 10¢ per cubic foot of lagoon volume.
 - (2) After January 1, 2003 through December 31, 2007, the cost factor is 12¢ per cubic foot of lagoon volume.
 - (3) After January 1, 2008, the cost factor is 15¢ per cubic foot of lagoon volume.
- (c) The engineering contingency is equal to 10% of (V x CF).

(Source: Amended at 22 Ill. Reg. 20605, effective

November 12, 1998.)

Section 506.604 Upgrading Surety Instrument

- (a) The owner of a lagoon must increase the total amount of surety in place so as to equal the level of surety as calculated within 90 days after:
 - (1) a modification resulting in an increase in the volume of the lagoon; or
 - (2) an increase in the cost factor under Section 506.603(b) of this Part.
- (b) If modification of a lagoon results in a decrease in volumetric capacity, the owner or operator may provide the Department with documentation of the reduction in volumetric capacity and request a recalculation of the level of surety. Within 90 days after a request by the owner or operator under this subsection, the Department must either:
 - (1) release any surety amount above the level of surety as recalculated based upon the owner's documentation of reduction of volumetric capacity; or
 - (2) conduct an inspection and determine the amount by which volumetric capacity has been decreased.
- (c) If the Department conducts an inspection under subsection (b), then the Department must release any surety amount above the level of surety as recalculated based upon the results of the inspection.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.605 Release of Lagoon Owner and Financial Institution

- (a) The Department must release a lagoon owner from the requirements of this Subpart when:
 - (1) The lagoon has been properly closed and a notification of closure completion pursuant to Section 506.209 of this Part has been issued to the lagoon owner by the Department; or
 - (2) A waiver has been granted by the Department to the lagoon owner allowing the lagoon to be used for an alternative purpose; or
 - (3) Title of the property containing the lagoon has been transferred to a new owner and the new owner has posted financial assurance as required under

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Section 506.602(c) of this Part.

- (b) The Department must release a financial institution when:
 - (1) A lagoon owner offers an authorized alternative surety that meets the requirements of Section 506.607(c) of this Part; or
 - (2) The Department releases the lagoon owner from the requirements of this Subpart under subsection (a) of this Section.
- (c) The Department must notify the lagoon owner and financial institution in writing within 60 days after a release under this Section. If a release is based upon proper closure of a lagoon, notification under this subsection should occur at the same time as notice of proper closure under Section 506.209(a)(4).

(Source: Added at 22 Ill. Reg. 20605, eff. Nov.12, 1998.)

Section 506.606 Financial Responsibility Proceeds

- (a) A financial institution issuing a surety instrument evidencing financial responsibility for closure of a livestock waste lagoon becomes liable on the surety instrument when a lagoon is removed from service and:
 - (1) The owner fails to submit the lagoon closure plan required by Section 506.209 of this Part and:
 - (A) cannot be found; or
 - (B) fails to cure such failure within 30 days after notice from the Department;
 - (2) The owner fails to obtain Department approval of a lagoon closure plan within eight months after the date that the lagoon is removed from service, unless the lagoon is maintained or serviced; or
 - (3) The owner fails to comply with an approved lagoon closure plan and:
 - (A) cannot be found; or
 - (B) fails to cure such noncompliance within 30 days after notice from the Department.
- (b) The Department must provide notice to the financial institution providing surety for the lagoon:
 - (1) when it determines that the lagoon has been removed from service; and
 - (2) when it determines that one of the criteria for liability set forth in subsection (a) of this Section has been met.

- (c) Within 30 days after notice of liability from the Department, the financial institution must either assume liability for closure of the lagoon and notify the Department of its election to assume liability, or deposit the amount for which it is liable in connection with the lagoon into an account from which the Department is authorized to disburse funds for the purpose of closing the lagoon.

- (1) If the financial institution assumes liability for closure of the lagoon, it must submit a lagoon closure plan that meets the requirements of Section 506.209 of this Part within 60 days after notifying the Department of its election. Notwithstanding the financial institution's assumption of liability for closure of the lagoon, the Department may require the financial institution to deposit funds up to the amount for which the financial institution is liable under the surety instrument into an account from which the Department is authorized to disburse funds for the purpose of closing the lagoon if:

- (A) The financial institution does not submit the lagoon closure plan as required and fails to cure such omission within 30 days after notice from the Department;

- (B) The financial institution fails to obtain Department approval of a lagoon closure plan within eight months after the date that it elects to assume liability for closure of the lagoon, unless the lagoon is maintained or serviced; or

- (C) The financial institution fails to comply with an approved lagoon closure plan and fails to cure such noncompliance within 30 days after notice from the Department.

- (2) A financial institution that assumes liability for closure of a lagoon under this Section remains liable for the full amount of the surety instrument until the Department issues written notification of completion of closure in accordance with Section 506.209, notwithstanding the expiration of the instrument utilized to evidence financial responsibility by the owner.

- (3) Any amounts that a financial institution may expend for service or maintenance of the lagoon pending closure or partial closure of the lagoon do not reduce the amount of the financial institution's obligation under this subsection (c).

- (4) If the financial institution elects, or is required under subsection (c)(1) of this Section, to deposit the funds required by the Department into an account from which the Department is authorized to disburse funds for the purpose of closing the lagoon, then the Department shall close the lagoon

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within the time frame established under Section 15(e) of the LIVESTOCK MANAGEMENT FACILITIES ACT or as soon as practicable, to the extent possible utilizing the funds deposited by the financial institution. The Department may use any interest earned on deposited funds to close the lagoon. The Department must release any funds remaining in the account, including any remaining interest earned on funds in the account, to the financial institution upon completion of closure.

- (d) The Department may sue in any court of competent jurisdiction to enforce its rights under any surety instrument.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.607 Use of Multiple Surety Instruments

- (a) The lagoon owner may use any combination of the surety instruments listed in Section 17 of the Livestock Management Facilities Act [510 ILCS 77/17] and this Subpart to evidence the required level of financial responsibility.
- (b) A lagoon owner is not limited to maintaining financial responsibility with the original surety instrument or combination of instruments. The owner must notify the Department before making any change in surety instruments.
- (c) If a lagoon owner makes any change in surety instruments, the lagoon owner must maintain the total financial responsibility for the lagoon at a level not less (without counting the amounts to be released) than the level of surety.
- (d) A replacement surety instrument or instruments must provide evidence of financial responsibility for a period at least equal to the existing instrument or instruments. This provision does not relieve an owner of the obligation under Section 506.602(b) to provide proof at least two years prior to expiration of a surety instrument that the term for which financial responsibility has been demonstrated has been extended for at least an additional year.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.608 Use of a Single Surety Instrument for Multiple Lagoons

- (a) An owner may use a surety instrument specified in this

Subpart to provide evidence of financial responsibility for more than one lagoon.

- (b) Whenever a single surety instrument is used for multiple lagoons, the owner must submit an itemization to the Department identifying all lagoons covered by the surety instrument and the amount allocated to each lagoon.
- (c) The amount of funds available through the surety instrument must be no less than the sum of funds that would be available if a separate surety instrument had been established and maintained for each lagoon.
- (d) In directing funds available through a single surety instrument for the closure of any single lagoon covered by that surety instrument, the Department shall direct only the amount of funds designated for that lagoon, unless the owner agrees to allow the Department to use additional funds available under that surety instrument. Such an agreement does not affect the owner's obligation to provide evidence of financial responsibility up to the level of surety for all other lagoons.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.610 Commercial or Private Insurance

- (a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by obtaining closure insurance that conforms to the requirements of this Subpart and submitting an executed duplicate original of such insurance policy to the Department.
- (b) The insurer must be licensed to transact the business of insurance by the Illinois Department of Insurance pursuant to the Illinois Insurance Code [215 ILCS 5].
- (c) The policy must be on forms approved by the Illinois Department of Insurance.
- (d) The closure insurance policy must guarantee that funds will be available to close the lagoon. The policy must also guarantee that, upon a notice of liability from the Department, the insurer will be responsible for paying out funds, up to an amount equal to the face amount of the policy, in accordance with Section 506.606(c) of this Part.
- (e) The policy must provide that the insurer may not cancel or terminate the policy.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.611 Guarantee

- (a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by obtaining a guarantee that conforms to the requirements of this Subpart.
- (b) A guarantor must submit a financial statement to the Department from the guarantor's most recent fiscal year.
- (c) The Department will review the financial statement, determine if adequate resources exist to guarantee the closure costs, and notify the lagoon owner of acceptance or denial within 30 days after receipt of the financial statement by the Department.
- (d) The guarantor shall guarantee to pay the amount specified in the guarantee upon notice from the Department as provided in Section 506.606(c) of this Part.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.612 Surety Bond

- (a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by obtaining a surety bond that conforms to the requirements of this Subpart and submitting the bond to the Department.
- (b) The surety company issuing the bond must be licensed by the Illinois Department of Insurance pursuant to the Illinois Insurance Code [215 ILCS 5] and approved by the U.S. Department of the Treasury as an acceptable surety. Acceptable sureties are listed in Circular 570 from the U.S. Department of the Treasury.
- (c) The bond must guarantee that the lagoon owner will provide lagoon closure and content removal in accordance with Section 506.209 of this Part.
- (d) The surety bond must be in substantially the form specified in Appendix A, Illustration A of this Part.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.613 Letter of Credit

- (a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by obtaining an irrevocable standby letter of credit that conforms to the requirements of this Subpart and

submitting the letter to the Department.

- (b) The issuing institution must be an entity that has the authority to issue letters of credit and:
 - (1) whose letter of credit operations are regulated by the Illinois Commissioner of Banks and Real Estate; or
 - (2) whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- (c) The letter of credit made out to the Department must be accompanied by a letter from the lagoon owner referring to the letter of credit by number, issuing institution, and date and providing the following information: name and address of the lagoon site and the amount of funds assured for closure of the lagoon by the letter of credit.
- (d) The letter of credit must be substantially in the form specified in Appendix A, Illustration B of this Part.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.614 Certificate of Deposit or Designated Savings Account

- (a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by designating certificate(s) of deposit or savings account(s) for use as financial responsibility.
- (b) The issuing or depository financial institution must be an entity whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- (c) The Department may draw on the certificate(s) of deposit or savings account(s) to pay the costs of closing a lagoon in accordance with this subsection. The Department shall close a lagoon when the lagoon is removed from service and:
 - (1) The owner fails to submit the lagoon closure plan required by Section 506.209 of this Part and:
 - (A) cannot be found; or
 - (B) fails to cure such failure within 30 days after notice from the Department;
 - (2) The owner fails to obtain Department approval of a lagoon closure plan within eight months after the date that the lagoon is removed from service, unless the lagoon is maintained or serviced; or

(3) The owner fails to comply with an approved lagoon closure plan and:

(A) cannot be found; or

(B) fails to cure such noncompliance within 30 days after notice from the Department.

(d) The Director of the Department shall be listed as trustee of the certificate(s) of deposit or savings account(s) for the lagoon owner.

(e) At maturity of any certificate of deposit designated as financial responsibility for lagoon closure, the certificate shall be renewed or the proceeds deposited into a designated savings account that meets the requirements of this Section.

(f) The Department shall relinquish trusteeship of the certificate(s) of deposit or savings account(s) when:

(1) The lagoon has been properly closed and a notification of closure completeness pursuant to Section 506.209 of this Part has been issued to the lagoon owner by the Department;

(2) A waiver has been granted by the Department to the lagoon owner allowing the lagoon to be used for an alternative purpose pursuant to Section 506.209 of this Part;

(3) Title of the property containing the lagoon has been transferred to a new owner and the new owner has posted financial assurance as required under Section 506.602(c) of this Part; or

(4) A lagoon owner offers an authorized alternative surety which meets the requirements of Section 506.607(c) of this Part.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.615 Participation in a Livestock Waste Lagoon Closure Fund

(a) A lagoon owner may provide evidence of financial responsibility for closure of a livestock waste lagoon by participating in a livestock waste lagoon closure fund managed by the Illinois Farm Development Authority. An owner electing to provide evidence of financial responsibility under this Section must submit a certificate of participation in such a lagoon closure fund to the Department.

(b) The certificate of participation submitted pursuant to subsection (a) of this Section must include:

(1) the level of surety for the lagoon;

(2) the dollar amount of coverage provided by the lagoon closure fund;

(3) the dates for which coverage is provided; and

(4) a financial statement of the lagoon closure fund establishing the lagoon closure fund's compliance with the requirements of this Section.

(c) The lagoon closure fund must maintain minimum reserves equal to the greater of:

(1) the level of surety of the largest lagoon covered by the lagoon closure fund; or

(2) twice the average level of surety of lagoons covered by the fund.

(d) The lagoon closure fund must guarantee that funds will be available to close the lagoon. Upon a notice of liability from the Department, the lagoon closure fund must comply with the requirements of Section 506.606(c) of this Part.

(e) If the reserves of the lagoon closure fund are reduced to less than the minimum amount required under subsection (b) due to expenditures of funds in order to comply with Section 506.606(c), then within 120 days after such reduction the lagoon closure fund must demonstrate to the Department that the minimum reserve level has been restored.

(f) The lagoon closure fund may not cancel or terminate coverage prior to the date set forth in the certification pursuant to subsection (b)(3) of this Section.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.620 Penalties

The Department may order a lagoon removed from service if the owner fails to provide evidence of financial responsibility to the Department or fails to maintain financial responsibility in the amount required pursuant to Section 506.603 of this Subpart.

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

SUBPART G: SETBACKS

Section 506.701 Applicability

- (a) All new livestock management or livestock waste handling facilities shall comply with the setback distances as established in Section 35 of the Livestock Management Facilities Act [510 ILCS 77/35] and with the provisions of this Subpart.
- (b) Commencement of operations at a facility reconstructed within two years after partial or total destruction due to natural causes such as tornado, fire, flood, or earthquake, shall not be considered the location of a new livestock management or waste handling facility for setback purposes. Likewise, a residence partially or totally destroyed due to natural causes, such as tornado, fire, flood, or earthquake, shall retain its original setback for a period of no greater than two years, to allow for reconstruction of the residence.

Section 506.702 Procedures

- (a) GRANDFATHER PROVISION: FACILITIES IN EXISTENCE PRIOR TO JULY 15, 1991. LIVESTOCK MANAGEMENT FACILITIES AND LIVESTOCK WASTE HANDLING FACILITIES IN EXISTENCE PRIOR TO JULY 15, 1991 SHALL COMPLY WITH SETBACKS IN EXISTENCE PRIOR TO JULY 15, 1991. AS SET FORTH IN THE ILLINOIS ENVIRONMENTAL PROTECTION ACT AND 35 Ill. Adm. Code 501.402. [510 ILCS 77/35(a)]
- (b) GRANDFATHER PROVISION: FACILITIES IN EXISTENCE ON EFFECTIVE DATE AND AFTER JULY 15, 1991. LIVESTOCK MANAGEMENT FACILITIES AND LIVESTOCK WASTE HANDLING FACILITIES IN EXISTENCE ON May 21, 1996 (THE EFFECTIVE DATE OF the Livestock Management Facilities ACT) BUT AFTER JULY 15, 1991 SHALL COMPLY WITH SETBACKS IN EXISTENCE PRIOR TO May 21, 1996. AS SET FORTH IN THE ILLINOIS ENVIRONMENTAL PROTECTION ACT AND 35 Ill. Adm. Code 501.402. [510 ILCS 77/35(b)]
- (c) NEW LIVESTOCK MANAGEMENT OR LIVESTOCK WASTE HANDLING FACILITIES. ANY NEW FACILITY SHALL COMPLY WITH THE FOLLOWING SETBACKS: [510 ILCS 77/35(c)]
 - (1) Residence and Non-Farm Residence: FOR PURPOSES OF DETERMINING SETBACK DISTANCES. MINIMUM DISTANCES SHALL BE MEASURED FROM THE NEAREST CORNER OF THE RESIDENCE TO THE NEAREST CORNER OF THE EARTHEN WASTE LAGOON OR LIVESTOCK MANAGEMENT FACILITY, WHICHEVER IS CLOSER.
 - (2) Common Place of Assembly or Non-Farm

Business: For the purposes of determining setback distances between a common place of assembly or non-farm business:

- (a) When the primary activity at a common place of assembly or non-farm business is an outdoor activity, minimum distances shall be measured from the nearest corner of the earthen waste lagoon or livestock management facility to the nearest point on the legal property line of the common place of assembly or non-farm business.
 - (b) When the primary activity at a common place of assembly or non-farm business is not an outdoor activity and is an indoor activity, minimum distances shall be measured from the nearest corner of the earthen waste lagoon or livestock management facility to the nearest corner of the structure where the indoor activity takes place.
- (3) A LIVESTOCK MANAGEMENT FACILITY OR LIVESTOCK WASTE HANDLING FACILITY SERVING LESS THAN 50 ANIMAL UNITS SHALL BE EXEMPT FROM SETBACK DISTANCES AS SET FORTH IN the Livestock Management Facilities ACT BUT SHALL BE SUBJECT TO RULES PROMULGATED UNDER THE ILLINOIS ENVIRONMENTAL PROTECTION ACT.
 - (4) FOR A LIVESTOCK MANAGEMENT FACILITY OR WASTE HANDLING FACILITY SERVING 50 OR GREATER BUT LESS THAN 1,000 ANIMAL UNITS, THE MINIMUM SETBACK SHALL BE 1/4 MILE FROM THE NEAREST OCCUPIED NON-FARM RESIDENCE AND 1/2 MILE FROM THE NEAREST POPULATED AREA.
 - (5) FOR A LIVESTOCK MANAGEMENT FACILITY OR LIVESTOCK WASTE HANDLING FACILITY SERVING 1,000 OR GREATER BUT LESS THAN 7,000 ANIMAL UNITS, THE SETBACK IS AS FOLLOWS:
 - (A) FOR A POPULATED AREA, THE MINIMUM SETBACK SHALL BE INCREASED 440 FEET OVER THE MINIMUM SETBACK OF 1/2 MILE FOR EACH ADDITIONAL 1,000 ANIMAL UNITS OVER 1,000 ANIMAL UNITS.
 - (B) FOR ANY OCCUPIED RESIDENCE, THE MINIMUM SETBACK SHALL BE INCREASED 220 FEET OVER THE MINIMUM SETBACK OF 1/4 MILE FOR EACH ADDITIONAL 1,000 ANIMAL UNITS OVER 1,000 ANIMAL UNITS.

(6) FOR A LIVESTOCK MANAGEMENT FACILITY OR LIVESTOCK WASTE HANDLING FACILITY SERVING 7,000 OR GREATER ANIMAL UNITS, THE SETBACK IS AS FOLLOWS:

- (A) FOR A POPULATED AREA, THE MINIMUM SETBACK SHALL BE 1 MILE.
- (B) FOR ANY OCCUPIED RESIDENCE, THE MINIMUM SETBACK SHALL BE 1/2 MILE.

(d) REQUIREMENTS GOVERNING THE LOCATION OF A NEW LIVESTOCK MANAGEMENT FACILITY AND NEW LIVESTOCK WASTE HANDLING FACILITY AND CONDITIONS FOR EXEMPTIONS OR COMPLIANCE WITH THE MAXIMUM FEASIBLE LOCATION AS PROVIDED IN 35 Ill. Adm. Code 501.402 CONCERNING AGRICULTURE Related POLLUTION SHALL APPLY TO THOSE FACILITIES IDENTIFIED IN SUBSECTIONS (b) AND (c) OF THIS SECTION, WITH REGARD TO THE MAXIMUM FEASIBLE LOCATION REQUIREMENTS. ANY REFERENCE TO A SETBACK DISTANCE IN 35 Ill. Adm. Code 501.402 SHALL MEAN THE APPROPRIATE DISTANCE AS SET FORTH IN THIS SECTION. [510 ILCS 77/35(d)]

(e) SETBACK CATEGORY SHALL BE DETERMINED BY THE DESIGN CAPACITY IN ANIMAL UNITS OF THE LIVESTOCK MANAGEMENT FACILITY. [510 ILCS 77/35(e)]

(f) SETBACKS MAY BE DECREASED WHEN INNOVATIVE DESIGNS AS APPROVED BY THE DEPARTMENT ARE INCORPORATED INTO THE FACILITY. [510 ILCS 77/35(f)]

- (1) An owner or operator shall request a setback decrease in writing prior to construction.
- (2) An owner or operator shall attach to the request for decrease a certification by a Licensed Professional Engineer that in the professional judgment of the Licensed Professional Engineer the innovative designs incorporated into the facility will provide more odor protection than the original setbacks.
- (3) The Department shall notify the owner or operator of its determination within 30 days after the receipt of the request for decrease. In approving a reduction in setbacks due to innovative designs, the Department shall specifically find that such use of an innovative design will provide more odor protection than the original setbacks.
- (4) Where the Department grants such a decrease from the setbacks, the Department must maintain a file which includes all supporting data and justification

which it relied upon in making its determination. This file is subject to public inspection.

(g) A SETBACK MAY BE DECREASED WHEN WAIVERS ARE OBTAINED FROM OWNERS OF RESIDENCES THAT ARE OCCUPIED AND LOCATED IN THE SETBACK AREA. [510 ILCS 77/35(g)] A setback also may be decreased when waivers are obtained from owners of non-farm businesses or common places of assembly that are located in the setback area.

- (1) An owner or operator request for a setback decrease shall be in writing and submitted to the Department prior to construction.
- (2) An owner or operator shall attach to the request copies of the written and notarized waivers from all the owner(s) of the residence(s), non-farm business(es), and common place(s) of assembly that are located within the setback area.
- (3) Within 30 days after receipt of the request and waivers, the Department shall notify the owner or operator in writing of the setback decrease.
- (4) When such a decrease from the setbacks is requested, the Department must maintain a file which includes all supporting data and justification concerning the setback decrease. This file is subject to public inspection.

Section 506.703 Initial Determination of Setbacks

The requirements of this Section do not apply to new livestock management facilities or new livestock waste handling facilities serving less than 50 animal units.

- (a) An owner or operator shall file a notice of intent to construct which meets the informational requirements of subsection (b) of this Section for a new livestock management facility or new livestock waste handling facility with the Department prior to construction to establish an initial determination of setbacks.
- (b) The notice of intent to construct shall contain a legal description of the land on which the livestock facility will be constructed; the name(s) and addresses of the owner(s) or operator(s) of the facility; the type and size of the facility and number of animal units; the names and addresses of the owner(s), including local, State and federal governments, of the property located within the setback area; the distance to the nearest populated area, residence, non-farm business, and common place of assembly; a map or sketch showing the proposed facility and setbacks; and a statement identifying whether a request for decrease in setbacks, pursuant to Section 506.702(f) or (g), has been sought and whether

the request has been granted or denied yet.

- (c) The owner or operator shall mail by certified mail the notice of intent to construct to the owner(s) of the property located within the setback distances. The owner(s) of the property located within the setback distances are presumed, unless established to the contrary, to be the person shown by the current collector's warrant book to be the party in whose name the taxes were last assessed.
- (d) Within 30 days after receipt of the notice to construct, the Department shall notify the owner or operator in writing whether the setback distances have been met.
- (e) The date the notice of intent to construct is filed with the Department establishes the base date for the determination of whether residences, non-farm businesses, or common places of assembly exist for setback purposes and shall remain the base date if construction begins within one year following receipt of the Department's determination or if a lagoon registration form is filed with the Department within one year after receipt of the Department's determination of compliance with the setback distances.
- (f) If the Department determines that the owner or operator has complied with the setback requirements, later constructed or erected residences, non-farm businesses, or common places of assembly cannot operate to alter the setback as initially determined, subject to the limitation in subsection (e) of this Section.
- (g) Where an intent to construct has been filed, the Department must maintain a file which includes all filings and supporting data and justification which it relied upon in making its determination regarding compliance with the setback distances. This file is subject to public inspection.

Section 506.704 Penalties

- (a) For violations of the setback distance requirements, the Department may issue one of the following to the owner or operator of the livestock management facility or livestock waste handling facility:
 - (1) If during construction, a cease and desist order which prohibits further construction of the livestock management facility or livestock waste handling facility, prohibits entry of livestock into the livestock management facility, and prohibits use of the livestock waste handling facility; or
 - (2) An operational cease and desist order.
- (b) A cease and desist order issued by the Department pursuant to subsection (a) of this Section shall be

anceled by the Department pursuant to the following:

- (1) Submission to the Department of a valid waiver as provided for in Section 506.702(g) of this Subpart by the livestock management facility owner or operator or the livestock waste handling facility owner or operator; or
- (2) Verification by the Department of compliance with the appropriate setback distances as described in Section 35 of the Livestock Management Facilities Act [510 ILCS 77/35].

SECTION 506. APPENDIX A SURETY INSTRUMENTS

Section 506. Illustration A Surety Bond

SURETY BOND.

Date bond executed: _____

Effective date: _____

Principal: _____

Type of organization: _____

State of incorporation: _____

Surety: _____

Sites:

Name: _____

Address: _____

City: _____

Amount guaranteed by this bond: \$ _____

Name: _____

Address: _____

City: _____

Amount guaranteed by this bond: \$ _____

Please attach a separate page if more space is needed for all sites.

Total penal sum of bond \$ _____

Surety's bond number: _____

The Principal and the Surety promise to pay the Illinois Department of Agriculture ("Department") the above penal sum unless the Principal provides closure for each site in accordance with 510 ILCS 77/15(e) and 35 Ill. Adm. Code 506.209. To the payment of this obligation the Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns.

Whereas the Principal is required, under Section 15(b) of the Livestock Management Facilities Act ("LIVESTOCK MANAGEMENT FACILITIES ACT") to register at least one livestock waste lagoon with the Department; and

Whereas the Principal is required, under Section 17 of the LIVESTOCK MANAGEMENT FACILITIES ACT to evidence financial responsibility for closure of each registered lagoon; and

Whereas the Surety is licensed by the Illinois Department of Insurance; and

Whereas the Principal and Surety agree that this bond shall be governed by the laws of the State of Illinois;

The Surety shall pay the penal sum to the Department if, during the term of the bond, the Department issues a notice of liability to the Surety.

The Surety shall pay the penal sum of the bond to the Department within 30 days after the Department mails the notice of liability to the Surety unless the Surety assumes responsibility to provide closure and so notifies the Department. Payment shall be made by deposit of funds into a designated account upon which the Department is authorized to draw.

The liability of the Surety shall not be discharged by any payment or succession of payments unless and until such payments or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety exceed the amount of the penal sum. If the Surety assumes responsibility to provide closure, expenditures made by the Surety for that purpose may exceed the amount of the penal sum, but the amount of the Surety's obligation under this bond is not affected.

This bond shall expire on the _____ day of _____.

The Principal may terminate this bond by sending written notice to the surety; provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from the Department.

In Witness Whereof, the Principal and Surety have executed this Surety Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below certify that they are authorized to execute this surety bond on behalf of the Principal and Surety.

PRINCIPAL

Signature Name

Typed Name

Address

Title

State of Incorporation

Date

Corporate seal

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CORPORATE SURETY

Signature

Typed Name

Title

Corporate seal

Bond premium:

\$ _____

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)

Section 506.Illustration B Irrevocable Standby Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

Director
Illinois Department of Agriculture
P.O. Box 19281
Springfield IL 62794-9281

Dear Sir or Madam:

We have authority to issue letters of credit. Our letter-of-credit operations are regulated by the Illinois Commissioner of Banks and Real Estate or our deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. (Omit language that does not apply.)

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, at the request and for the account of _____ up to the aggregate amount of _____ U.S. dollars (\$ _____), available upon presentation of:

1. your signed draft, bearing reference to this letter of credit No. _____; and
2. your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Livestock Management Facilities Act [510 ILCS 77] and 35 Ill. Adm. Code 506.606(a) or 506.606(c)."

This letter of credit is effective as of _____ and shall expire on _____.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of draft directly into a designated account in accordance with your instructions.

This letter of credit is governed by the Uniform Commercial Code [810 ILCS 5].

Signature

Typed Name

Title

Date

Name and address of issuing institution

This credit is subject to

(Source: Added at 22 Ill. Reg. 20605, effective November 12, 1998.)



WASTE MANAGEMENT PLAN CERTIFICATION FORM

I, the undersigned, do hereby certify that a Waste Management Plan for the livestock management facility named below has been prepared in accordance with the requirements of the Livestock Management Facilities Act [510 ILCS 77/1 et seq.] and the rules promulgated thereunder.

Livestock Management Facility Information:

Facility Name: _____
Company: _____
Address: _____
Phone: _____

Total # of Animal Units: _____ Species: _____

Owner/Operator Information:

Facility Name: _____
Company: _____
Address: _____
Phone: _____

Waste Management Plan Location:

Signature of Owner or Operator

Date



Application for the Registration of New or Modified Livestock Waste Lagoons

INSTRUCTIONS

The Application for the Registration of New or Modified Livestock Waste Lagoons form must be submitted by all applicants pursuant to the Livestock Management Facilities Act [510 ILCS 77]. In addition to the application form, all submittals must include a location area map and a lagoon plot plan. Please also note that the site investigation certification (part F) must be completed by a Licensed Professional Engineer or a Licensed Professional Geologist.

The application form is divided into twelve sections. All sections except H, and I, must be completed for every project. Sections H, and I, may be required, depending on the results of the site investigation. The sections are as follows:

- A. Company/Owner Information
- B. Manager/Operator Information
- C. Facility Information
- D. Lagoon Location Information
- E. Type of Livestock and Animal Units
- F. Site Investigation Certification
- G. Lagoon Design Plans and Specifications
- H. Liner Plans and Specifications
- I. Groundwater Monitoring
- J. Construction Dates
- K. Fees
- L. Application Signature

If additional space on any section is needed to provide the necessary information, the applicant is urged to attach additional sheets. In addition to the aforementioned sections, it is suggested that the applicant submit a cover letter with the form and briefly describe the scope of the project. The Department will review the submittal and notify the applicant within 15 working days of receipt whether the registration is complete or that clarification information is needed. Upon receipt of clarification information (when requested) the Department will notify the applicant within 10 working days relative to the status of the project. Once all registration information has been received by the Department, a notice of registration completeness will be issued to the applicant.

During the pre-construction, construction or post-construction phases of the project, the Department will visit the site pursuant to the Livestock Management Facilities Act [510 ILCS 77/15 (b)] and the rules adopted thereunder [35 Illinois Administrative Code 506.207].

Upon completion of construction or modification, the owner or operator of the facility must certify on a form provided by the Department that the lagoon has been constructed or modified in accordance with the requirements of the Livestock Management Facilities Act and the rules adopted thereunder and that the information provided during the registration process is correct. A certification form for that purpose will be provided to the owner or operator with the aforementioned notice of registration completeness. Also, please note that if the installation of a liner is included in the lagoon design, a certification by a Licensed Professional Engineer which indicates that the liner was installed under the direction of the engineer and that the liner meets all requirements included in the rules [35 IAC 506.205] is required. The liner certification must be accompanied by supporting justification and data.

Please feel free to contact the Department at (217) 785-2427 [Voice / TDD] if you have any questions. The completed registration form and all related documents should be submitted to:

Livestock Waste Program
Illinois Department of Agriculture
Bureau of Environmental Programs
P.O. Box 19281
Springfield, Illinois 62794-9281

**REGISTRATION OF NEW OR MODIFIED
LIVESTOCK WASTE LAGOONS**

Please indicate the type of facility being registered: _____ New Lagoon; _____ Modified Lagoon

Please indicate the address below that should be used for correspondence by placing a check on the line to the left of the section.

_____ A. Company/Owner Information.

Name: _____
 Company: _____
 Mailing Address: _____

 Phone Number: _____

_____ B. Manager/Operator Information. (if different from company/owner information)

Name: _____
 Company: _____
 Mailing Address: _____

 Phone Number: _____

_____ C. Facility Information. (if different from above)

Name: _____
 Mailing Address: _____

 Phone Number: _____

D. Lagoon Location Information.

1. General Location. Please provide the following information:

County Name	Township #	Range #	Prin. Meridian
Section #	1/4 Section	1/4-1/4 Section	

2. Facility Location Area Map. Provide a location map of the area surrounding the facility. Identify the location of the lagoon relative to the following: a) roads; b) streams, rivers, and other water sources such as surface and subsurface drains and waterways; c) on- and off-site private potable and non-potable wells; d) public potable wells; e) residences; f) churches, businesses, and other common places of assembly. Preferably this site map should be a copy of a U.S. Geological Survey quadrangle map or the county plat book map with adequate scale to show required details.

On the location area map, indicate the distance from the outermost extent of the lagoon (exterior berm toe) to the following:

- Nearest private or public potable well(s) _____ ft.
- Nearest on-site non-potable well(s) _____ ft.
- Nearest abandoned or plugged well, drainage well, or injection well _____ ft.
- Nearest occupied residence(s) (other than any occupied by the owner or operator) _____ ft.
- Nearest stream(s) _____ ft.
- Nearest "populated area(s)" _____ ft.

E. Type of Livestock and Animal Units.

Indicate the type and general size of livestock, the maximum number of animals, and the number of animal units using the conversion factors as follows:

- Swine < 55# = 0.03
- Cattle = 1.0
- Young Dairy stock = 0.6
- Horses = 2.0
- Laying hens or broilers (if facility has overflow watering) = 0.01
- Laying hens or broilers (if facility has liquid manure handling) = 0.03
- Ducks = 0.02
- Swine > 55# = 0.4
- Dairy = 1.4
- Sheep, Lambs or goats = 0.1
- Turkeys = 0.02

Type	Number of Head (A)	Conversion Factor (B)	Animal Units (A) X (B)
Example: Sows	100	0.4	40

Type	Number of Head (A)	Conversion Factor (B)	Animal Units (A) X (B)
Facility Design Capacity in Animal Units _____			

F. Site Investigation Certification.

1. Certification of site investigation by a Licensed Professional Engineer or Licensed Professional Geologist:

"I, the undersigned, do hereby certify that the investigation associated with the site which is the subject of this registration application was conducted under my direction and meets all the applicable requirements of 35 Illinois Administrative Code 506.202. Furthermore, the site investigation has resulted in a finding that (CHECK ONE OF THE FOLLOWING):

_____ The uppermost aquifer material is located above or within 20 feet of the lowest point of the planned lagoon bottom, thus a liner and a monitoring program are required." *All remaining sections of this application form must be completed.*

_____ The uppermost aquifer material is located within 20 to 50 feet from the lowest point of the planned lagoon bottom, thus a liner is required." *Section I. Groundwater Monitoring of this application does not need to be completed. Please complete all other sections.*

_____ No aquifer material is located within 50 feet from the lowest point of the planned lagoon bottom, thus a liner and monitoring wells are not required." *Sections H. Liner Plans and Specifications and I. Groundwater Monitoring of this application do not need to be completed. Please complete all other sections.*

Engineer or Geologist Name [type or print]:

Registration # _____

Company Name _____

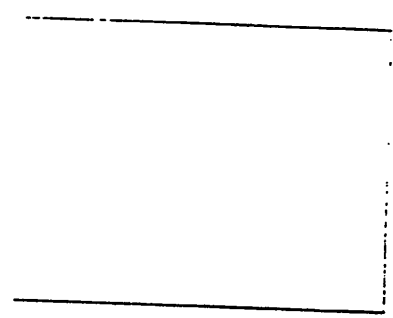
Address _____

City/State/zip code _____

Telephone _____ / _____ FAX _____ / _____

SIGNATURE: _____

Stamp or Seal



2. Supporting justification and data: Pursuant to 35 Illinois Administrative Code 506.203 (b) (7), supporting justification and data relative to the findings of the site investigation [CHECK ONE]:

_____ is attached to this document.

_____ is not attached to this document.

G. Lagoon Design Plans and Specifications.

1. Provide a lagoon plot plan indicating the location of livestock management structures or areas, on-site wells, groundwater monitoring wells (if required), and subsurface drainage lines relative to the location of the proposed lagoon. Indicate if any subsurface drainage lines have been relocated or removed. Identify on the plan the 100 foot radius from the outer-most extent of the lagoon. Depict surface water flow across and from the facility using contour lines or notation and arrows.
2. On the above submitted plan drawing of the lagoon, include overall and component dimensions and elevations referenced to a single facility benchmark.
3. Provide cross-section drawings of the lagoon to indicate construction details, elevations, and dimensions of the walls and floor, including the location and orientation of all transfer and/or connecting piping.
4. Provide the total surface area of the lagoon exposed to collect precipitation. _____
5. Provide the total animal weight used in the design based on the maximum design capacity of the facility in animal units noted under Section E. _____
6. Provide the following volumes and, as a part of the registration, show the calculations in support of the volumes (cubic feet):
 - (a) Minimum design volume _____ cubic feet
 - (b) Livestock waste volume _____ cubic feet
 - (c) Washdown or dilution volume _____ cubic feet
 - (d) Runoff volume _____ cubic feet
 - (e) Sludge buildup volume or provide the method to eliminate sludge buildup _____ cubic feet
 - (f) Indicate the proposed frequency of sludge removal _____ days

Total lagoon design volume [(a) + (b) + (c) + (d) + (e)] _____ cubic feet

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H. Liner Plans and Specifications. (Complete this section only if a liner is being included in the design of the lagoon.)

1. Provide cross-section drawings, elevations, and dimensions including materials of construction, liner thickness, and complete construction and installation details (including liner seam details, if applicable).
2. If a synthetic liner will be installed, provide liner maintenance guidelines; a manufacturer's statement of compatibility pertaining to the type of livestock waste to be stored and the supporting soil material; and a listing of the liner specifications or physical properties.

I. Groundwater Monitoring. (Complete this section if monitoring wells are being included in the design of the lagoon.)

1. Provide plans for the groundwater monitoring program. Include the number; location; design; depth; screened interval, screened depth and length; and other site-specific information for the monitoring wells. Include information to demonstrate that a minimum of two (2) monitoring wells will be located down gradient from the lagoon.
2. Indicate the estimated depth to groundwater: _____ feet below the land surface
3. Indicate the seasonal low water table depth: _____ feet below the land surface
4. Include a narrative on well sampling procedures identifying techniques for collection, preservation, shipment, and chain of custody control.
5. Include a narrative indicating the method(s) of analysis and statement indicating that the samples will be analyzed for the analytes listed at 35 Illinois Administrative Code 506.206 (e).

J. Construction Dates.

List the anticipated beginning and ending dates of construction.

Beginning date: _____ / _____ / _____

Ending date: _____ / _____ / _____

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K. Fees.

This registration form must be accompanied by a check or money order in the amount of \$250.00 made payable to "Illinois Department of Agriculture – Livestock Management Facilities Fund".

L. Application Signature.

Registrant's Name: _____

Title: _____

Signature: _____

Date: _____

Questions may be directed to the Illinois Department of Agriculture at 217/785-2427 (Voice / TDD).

Please submit this form and all documentation to:

Livestock Waste Program
Illinois Department of Agriculture
Bureau of Environmental Programs
P.O. Box 19281
Springfield, IL 62794-9281



LIVESTOCK WASTE LAGOON CERTIFICATION OF CONSTRUCTION OR MODIFICATION

A. General Lagoon Location Information:

County Name _____	Township # _____	Range # _____	Prin. Meridian _____
Section # _____	1/4 Section _____	1/4-1/4 Section _____	

B. Facility Information:

Name: _____

Mailing Address: _____

Phone Number: _____

Facility ID #: _____

C. Owner or Operator Information:

Name: _____

Company: _____

Mailing Address: _____

Phone Number: _____

D. Certification Statement:

"I hereby certify that the information provided on this form is correct and that the lagoon has been constructed in accordance with the standards as required by the Livestock Management Facilities Act (510 ILCS 77/1 et seq.). Furthermore, I certify that the information included on the originally submitted registration form, any subsequently submitted amendments, and any information attached to this form is correct."

Signature of the Owner or Operator



**LIVESTOCK WASTE LAGOON LINER
CERTIFICATION OF CONSTRUCTION OR MODIFICATION**

A. General Lagoon Location Information (please provide the following information):

County Name _____	Township # _____	Range # _____	Prin. Meridian _____
Section # _____	1/4 Section _____	1/4-1/4 Section _____	

B. Facility Information:

Name: _____

Mailing Address: _____

Phone Number: _____

C. Owner or Operator Information:

Name: _____

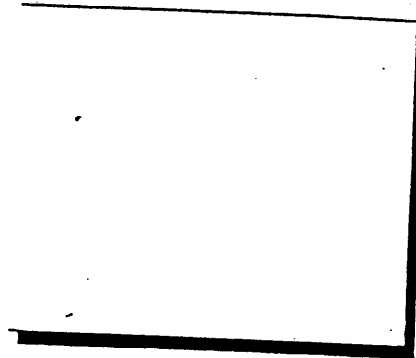
Company: _____

Mailing Address: _____

Phone Number: _____

D. Certification Statement (please provide a signature and stamp/seal):

"I hereby certify that the livestock waste liner herein described meets all the applicable requirements of the Livestock Management Facilities Act (510 ILCS 77 et seq.) and the rules promulgated thereunder."



Registered Professional Engineer's Signature

Stamp / Seal

Engineer's Name: _____
Company Name: _____
Address: _____
City / State / Zip code: _____
Telephone: _____ Fax: _____

E. Supporting Justification and Data:

Pursuant to 35 IAC 506.205 (d), supporting justification and data relative to the construction or installation of the liner is required as part of the engineer's certification. Failure to provide such information may delay or impede the Department's final issuance of lagoon registration.

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NOTICE OF INTENT TO CONSTRUCT APPLICATION FORM

Pursuant to the Livestock Management Facilities Act (510 ILCS 77/1 et seq.) (we), the undersigned, do hereby file with the Illinois Department of Agriculture a Notice of Intent to Construct a Livestock Management Facility or Livestock Waste Handling Facility as follows:

A) Legal description of the land on which the livestock facility will be constructed —

Quarter-Quarter	Quarter	Section	Township	Range	P.M.
<i>Example: NE</i>	<i>NW</i>	<i>19</i>	<i>12-North</i>	<i>3-West</i>	<i>3rd</i>

County Name _____

B) Name(s) and addresses of the owner(s) or operator(s) of the facility —

Facility Name _____

Address _____

City, State, Zip _____

Telephone _____

Owner or Operator Name _____

Address _____

City, State, Zip _____

Telephone _____

Owner or Operator Name _____

Address _____

City, State, Zip _____

Telephone _____

C) Type and size of the facility and number of animal units —

- Proposed facility is an entirely new facility
- Proposed facility is an expansion of an existing facility
 - Expansion classifies facility as a "New Facility"
 - Expansion does not classify facility as a "New Facility"

** "New Facility" - means a livestock management facility or a livestock waste handling facility the construction or expansion of which is commenced on or after May 21, 1996 (the effective date of the Livestock Management Facilities Act). Expanding a facility where the fixed capital cost of the new components constructed within a 2 year period does not exceed 50% of the fixed capital cost of a comparable entirely new facility shall not be deemed a new facility as used in the Livestock Management Facilities Act.

ANIMAL UNITS (based on the maximum design capacity of the facility):
(CHECK AND COMPLETE ALL THAT APPLY)

Number of Existing Animal Units (if applicable) = _____

Number of Proposed Additional Animal Units:

	# of Head	x	Animal Unit Factor	=	# of Animal Units
<input type="checkbox"/> Beef	_____	x	1.0	=	_____
<input type="checkbox"/> Dairy (adults)	_____	x	1.4	=	_____
<input type="checkbox"/> Dairy (young)	_____	x	0.6	=	_____
<input type="checkbox"/> Poultry (w/ continuous overflow watering)	_____	x	0.01	=	_____
<input type="checkbox"/> Poultry (w/ liquid manure handling systems)	_____	x	0.03	=	_____
<input type="checkbox"/> Sheep	_____	x	0.1	=	_____
<input type="checkbox"/> Swine (>55lbs)	_____	x	0.4	=	_____
<input type="checkbox"/> Swine (<55lbs)	_____	x	0.03	=	_____
<input type="checkbox"/> Turkeys	_____	x	0.02	=	_____
<input type="checkbox"/> Other:	_____	x	_____	=	_____
Number of Proposed Additional Animal Units				=	_____

Total Number of Animal Units = _____
(existing + proposed additional)

C) Type and size of the facility and number of animal units (continued) —

LIVESTOCK MANAGEMENT FACILITY TYPE (CHECK ALL THAT APPLY):

- Breeding
- Gestation
- Farrowing
- Nursery
- Grower
- Finisher
- Freestall Barn
- Feed Lot / Yard
- Milking Parlor
- Other: _____

LIVESTOCK WASTE HANDLING FACILITY TYPE (CHECK ALL THAT APPLY):

- Above-ground waste storage structure
- Earthen lagoon
- In-ground waste storage structure
- Runoff holding pond
- Waste storage structure under building (pit storage structure)
- Other: _____

** A construction plan of each waste handling structure with design specifications of the structure noted as prepared by or for the owner or operator must also be submitted to and approved by the Department prior to the commencement of construction.

FACILITY SIZE (list the size of each building or structure, by facility type):
(specify "proposed" or "existing")

Example: Farrowing building (proposed) - 40 feet x 80 feet
 Finishing building (existing) - 300' x 100'
 Earthen Lagoon (existing) - 400 feet x 360 feet x 10 feet deep

- D) Names and addresses of the owners, including local, State and federal governments, of the property located within the setback area (both the residence and populated area setback areas) — **** Applicable only to facilities which meet the definition of a "new facility."**

(LIST HERE AND/OR ATTACH ADDITIONAL SHEETS AS NECESSARY)

E) Distance to the nearest town, residence, non-farm business, and common place of assembly —

Town	_____ (name)	_____ feet
Residence	_____ (name)	_____ feet
Non-Farm business	_____ (name)	_____ feet
Common place of assembly	_____ (name)	_____ feet

F) Map or sketch showing the proposed facility and setbacks —
(CHECK ALL THAT APPLY)

Plat Map. Topographic Map or sketch attached.

Setback distances (both residence and populated area setback distances) have been clearly identified on the map or sketch or in the case of an existing facility, the distances between the proposed construction and the existing facility as well as the distance to nearest residences has been identified.

Locations of all residences, populated areas, non-farm businesses and common places of assembly within or near the setback boundaries have been clearly identified on the map or sketch.

G) A statement identifying whether a request for decrease in setbacks, pursuant to (510 ILCS 77/35 (g)), has been sought and whether the request has been granted or denied —
(CHECK ALL THAT APPLY)

No request for a setback decrease has been sought.

A request(s) for a setback decrease is being submitted to the Illinois Department of Agriculture.

Waiver(s) attached

Waiver(s) not attached

A request for a setback decrease has been submitted to the Illinois Department of Agriculture and no action relative to its acceptance or denial has been received.

A request for a setback decrease has been submitted to the Illinois Department of Agriculture and has been granted by the Department.

Pursuant to the Livestock Management Facilities Act and its associated rules, I (we), the undersigned, (CHECK ONE): ** Applicable only to facilities which meet the definition of a "new facility"

- have mailed, by certified mail, a complete copy of this notice of intent to construct (including all attachments) to the owner(s) of the property located within the setback distances (both the residence and populated area setback distances).
- will, upon receipt of a written acknowledgment from the Department, mail by certified mail, a complete copy of this notice of intent to construct (including all attachments) to the owner(s) of the property located within the setback distances (both the residence and populated area setback distances).

Sincerely,

Authorized Agent (PRINTED)

Signature of Authorized Agent

Date

Title

Questions relative to the filing of Notices of Intent to Construct may be directed to the Illinois Department of Agriculture at 217/785-2427 (Voice/TDD).

Completed forms and all documentation should be submitted to:

Livestock Waste Program
Illinois Department of Agriculture
Bureau of Environmental Programs
P.O. Box 19281
Springfield, Illinois 62794-9281

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TRANSPORTATION COMMITTEE:

Member Bass, Chairman, noted the roads are being well handled in the County. Member Bass stated there are no items for action.

COMMENTS REGARDING PROPOSED LIVESTOCK MANAGEMENT FACILITY BY STONE RIDGE DAIRY:

Members Sorensen/Arnold moved the County Board Send Unedited Minutes of this County Board Meeting to the Department of Agriculture. A Member called for the question. Clerk Milton shows all Members present voting in favor of the Motion to call for the question. Motion carried. Member Sorensen stated the intent of the Motion, making certain the product of today's Meeting is not simply a finding of fact based exclusively on how the vote prevailed. Chairman Sweeney stated there were, under the eight Criteria, pros and cons, which is the information required by the State. Member Sorensen said he understands it is the intention of staff to include only the information in the finding of fact on the prevailing side. Chairman Sweeney agreed. Member Sorensen asked if that fairly reflects the split attitude of this Board on many of these issues. Chairman Sweeney answered the vote reflects that. Chairman Sweeney recommended the Board not approve the Motion. Members Sorensen/Arnold withdrew the Motion. Member Renner asked if a possible compromise would be to include the vote totals. Chairman Sweeney stated the vote totals would be included. Mr. Ruud said the vote total for Criterion 7 was not a roll call. Chairman Sweeney stated the roll call vote was thirteen to seven against the Motion and then legal council advised the Board to do another vote saying we were opposed to the Criterion. Mr. Ruud clarified, the Board is only required to send a recommendation to the Department of Agriculture. Mr. Ruud then said if the Board would prefer the vote totals be included that is fine but with respect to Number 7 there can be no vote totals on the successful vote. What will be reflected in this recommendation is a voice vote taken which the majority passed. Member Gordon asked Mr. Ruud if the roll call vote totals on the eight criteria or the overall recommendation of the Board would be included in the record that goes to the Department of Agriculture, without further direction of the Board. Mr. Ruud answered in his reading of other Counties' votes, he didn't think there were any inclusion of roll call and if there was, it did not include defeated Motions. Member Gordon asked if including the votes is permitted. Mr. Ruud said they could do that. Members Gordon/Bass moved the County Board Include the Roll Call Votes Recorded on Each of the Eight Criteria, the Roll Call Vote on the Overall Motion, and a Record of the Voice Vote regarding the Fails to Achieve Paragraphs in the Formal Record Submitted by McLean County to the State Department of Agriculture. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

McLEAN COUNTY BOARD RESOLUTION

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

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

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

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

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

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

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

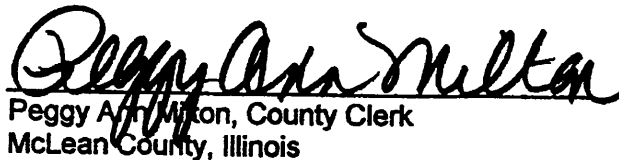
Section 3. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation in connection with the aforesaid application for said grant.

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

PRESENTED and ADOPTED the 19th day of December, 2000

ATTEST:


Michael Sweeney, Chairman
McLean County Board


Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Sorensen/Renner moved the County Board approve a Request for Approval of the Amended Resolution for Small Capital Grants for SHOWBUS Vehicles for Meadows Mennonite Retirement Community - Mary Davis, Executive Director, SHOWBUS. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois December 19, 2000

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1994	DODGE	GRAND CARAVAN S.E.	1B4GH44R8RX303780
1994	FORD	BRAUN	1FTJS34G8RHB78597
1994	FORD	BRAUN	1FTJS34G9RHB78592
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is R.R. #1, Box 310, Chenoa, IL 61726.

- 1. TERM** The term of this lease is two years from the date first set out above. The lease term expires on December 18, 2002, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
- 3. LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. **LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad

valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. **TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

11. **DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** 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 Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

MEADOWS MENNONITE HOME (SHOWBUS)

Lessee



Robert O. Bertsche, President

ATTEST:

COUNTY OF McLEAN

Lessor


Peggy Ann Milton, County Clerk
McLean County, Illinois


Chairman
McLean County Board

Pwd/Lease_SH.Lease_SH1100

Members Sorensen/Gordon moved the County Board approve a Request for Approval of an Amendment to the Consolidated Lease Agreement for SHOWBUS Vehicles for Meadows Mennonite Retirement Community - Mary Davis, Executive Director, SHOWBUS. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION AUTHORIZING A REFERENDUM RELATING TO A TAX LEVY TO BENEFIT McLEAN COUNTY PROGRAMS OF UNIVERSITY OF ILLINOIS EXTENSION

WHEREAS, McLean County programs of the University of Illinois Extension organization are in need of supplemental funds for adult and 4-H Youth Education in accordance with the County Cooperative Extension Law, 505 ILCS 45/1 et. seq; and

WHEREAS, Extension programming is a three-way partnership among local citizens, the University of Illinois and the United States Department of Agriculture, with the continuation of Extension education programs for McLean County residents contingent upon stable and adequate sources of funding for local program support; and

WHEREAS, sufficient monies are not available from the County General Corporate Levy to fund Extension education programs in McLean County; and

WHEREAS, the McLean County Extension Unit Council, a group of local volunteers who serve the Extension organization in an advisory capacity, has determined that passage of an Extension referendum is the only practical option for providing the funding needed for the continuation of Extension education programs for residents of McLean County and on April 27, 2000, said unit council voted to pursue a referendum authorizing a levy of up to five cents per \$100 of Equalized Assessed Valuation.


NOW, THEREFORE, BE IT RESOLVED BY THE McLEAN COUNTY BOARD, that the following referendum question be placed by the McLean County Clerk on the ballot of the April 3, 2001 election:

Shall McLean County provide revenue to fund the local Adult and 4-H youth educational programs of University of Illinois Extension by levying and collecting annually a tax, not to exceed 0.05 percent, of the value as equalized or assessed by the Department of Revenue, of all taxable property in McLean County? Yes _____ No _____

BE IT FURTHER RESOLVED, that the McLean County Board certifies the foregoing resolution and question to the McLean County Clerk, who shall submit said question to the voters of McLean County at the April 3, 2001 consolidated election in accordance with the general election law.

ADOPTED by the McLean County Board this 19th day of December, 2000.

Approved:



Chairman,
County Board of McLean County, Illinois

Attest:



Peggy Ann Milton
Clerk of the McLean County Board.

Members Sorensen/Berglund moved the County Board approve a Resolution Authorizing a Referendum Relating to a Tax Levy to Benefit McLean County Programs of University of Illinois Extension. Discussion followed. Chairman Sweeney stated a yes vote means you support the idea to put this Referendum on the ballot and no means you would not. Clerk Milton shows the roll call vote as follows: Sorensen-yes, Arnold-no, Bass-yes, Berglund-yes, Bostic-yes, Emmett-no, Gordon-yes, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-no, Renner-yes, Rodman-no, Salch-yes, Segobiano-no, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried fourteen to six.

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Member Sorensen, Vice-Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2000**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 16, 1999 which became effective on January 1, 2000; and,

WHEREAS, The Sheriff's Office has received a COPS in Schools Grant to provide full support for an additional Deputy Patrol Officer position; and,

WHEREAS, the Finance Committee, at its regular meeting on December 5, 2000, recommended the approval of changes in the Full-Time Equivalent Positions Resolution for the remainder of the 2000 Fiscal Year, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME	
			NOW	NEW
0166-0029-0029	U	503.3001 Deputy Patrol Officer	29.000	29.100

This Amendment shall become effective and be in full force as of November 21, 2000.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2000.

ATTEST:

APPROVED:

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

Chairman of the McLean County Board

e:\john\cobd\sher_COPS.ftc

Members Sorensen/Bass moved the County Board approve a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2000 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sorensen, Vice-Chairman, presented the following:

ATTACHMENT A: SELF-INSURANCE PROGRAM FOR FY 2001

COVERAGES/SERVICES	DESCRIPTION	FY 2001	FY 2000	%
1. Claims Administration*: CANNON-COCHRAN MSI Danville, IL	1.Administration of Workers' Compensation claims. 2.On-line Claims Access a. One-time Set-up b. Annual Fee	15,300 N/A N/A	10,008 360	
	Total:	15,300	10,368	48%
2. Excess Workers' Compensation: MIDWEST EMPLOYERS CASUALTY CO. Agt: Insurance Risk Managers, Ltd. Normal, IL	Statutory Limits;SIR: \$300,000 EL Limits: \$ 2 Million; 140% Aggrg; 2 Yrs.	45,878	42,930	7%
3. Property Insurance/Inland Marine: a. Property Insurance HARTFORD INSURANCE CO. Agt: Insurance Risk Managers, Ltd. Normal, IL	Limits of \$ 44.3 Million Blanket; \$10 M Flood;\$15 M Quake Deductible: \$ 10,000	34,849	42,930	-18.8%
4. Excess Liability Insurance: States Self-Insured RRG** Agt: Insurance Risk Managers Ltd. Normal, IL	1.Limits: \$ 20 Million SIR: \$ 250,000	130,097	95,000	36.9%
5. Legal Representation: a. Civil Cases: COSTIGAN & WOLLRAB,P.C. Bloomington, IL	Partner: \$ 85/hr Associate: \$ 70/hr			
b. Workers' Compensation: HEYL, ROYSTER, VOELKER & ALLEN Peoria, IL	Partner: \$ 125/hr			
c. EEOC Suits: David Stanczyk Bloomington, IL	Rate: \$ 85.00/hr			
TOTAL:		226,124	191,228	18.2%

NOTES:

* Claims Administration fees unchanged; minimum claims fees reflect past claims trends

** Denotes a change in carrier - incumbent carrier retreating from Nursing Home Liability Insurance market

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ATTACHMENT B

AMERICAN E&S INSURANCE BROKERS

2625 Butterfield Road, Suite 138S

Oak Brook, IL 60523

Phone: 630-572-1885

Fax: 630-572-1887

Date: November 15, 2000

Pages: 1

To: Mr. Wally McColloch - Acordia / IRM

Fax # 309-452-5061

From: Mike Gleason (AES)

Re: McLain County, Illinois Self-Insured Casualty & Excess Governmental Program

Dear Wally,

Per our market review and follow-up discussion I have listed below the results of the three markets approached in addition to your marketing.

- 1) Gulf Insurance discontinued their proprietary municipal insurance program effective 3-01-00 due to their high loss ratio and insufficient pricing. Gulf has not accepted any new submissions since that date.**
- 2) Discover Re cannot compete with your recommended program as they will need over \$180,000 to match the existing coverage and limits of liability.**
- 3) Coregis feels that they would need additional time to complete their program pricing, but would also be between \$170,000- \$195,000 in premium.**

Wally, as you are aware the marketplace has been turning upward over the past six months in municipal, healthcare, transportation and all forms of professional liability. Sorry we could not be more competitive at this time!

Sincerely,

**Michael K. Gleason
Sr. Vice-President- AES**

**SERVICE AGREEMENT BETWEEN
MCLEAN COUNTY AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1st day of January, 2001, by and between McLean County (the "Client"), and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

A. **APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's workers' compensation self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

B. **FUNCTIONS OF CCMSI.** During this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

1. **General Administrative Duties and Responsibilities.**

(a) **Regulatory Functions.**

- 1) CCMSI will perform or supervise functions set forth in the rules and regulations promulgated by the State Self-Insurance Regulations.
- 2) CCMSI will prepare, compile, and file notices, reports, documents, forms and surveys as may be required of the Administrator by the State.
- 3) CCMSI will represent the Client to the best of its ability at necessary hearings, meetings, conventions and administrative inquiries involving the interests of the Client, as required of the Administrator by the State, except those requiring representation by an attorney at law.

(b) **Management Functions.** CCMSI will perform and manage the daily business affairs of the Client's self-insurance program, including but not limited to:

- 1) Preparing and maintaining adequate and correct books, records and accounts on behalf of the Client in compliance with applicable statutes, regulations and established practices.
- 2) Recommending firms or individuals to perform legal, financial and other professional services on behalf of the Client, and paying such firms or individuals with Client funds, subject to Client approval.
- 3) Coordinate and report to excess insurance carriers, as appropriate, subject to compliance of Section C.5.

(c) **Provision of Reports.** CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.

- (d) Cooperation by CCMSI. CCMSI will cooperate with any fiscal or fiduciary agent appointed by the Client for the management of the Client's investments.
 - (e) Additional Services. Subject to joint agreement by the parties and negotiation of a mutually acceptable fee, CCMSI will provide such additional services as may be reasonable, necessary or prudent for the business and purposes of the Client.
- 2. Risk Management Services. CCMSI will provide the Client risk management services upon mutual agreement of the parties. The Schedule of Risk Management Services is attached hereto as Exhibit B.
 - 3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services is attached hereto as Exhibit C.
 - 4. Claim Administration.
 - (a) Claim Management and Administration. CCMSI will manage and administer all claims of the Client which occur during the period of this Agreement. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims. Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of out-of-state claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care, including but not limited to PPO networks, medical bill audits, medical management review, and CCMSI Managed Care Services, agreed to by the Client;
 - 3) Surveillance;
 - 4) Attorneys, experts and special process servers;

- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State; and
- 9) Actual expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management.

(e) Subrogation. CCMSI will monitor claims for subrogation.

C. **CLIENT RESPONSIBILITIES**. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Cooperate fully in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's workers' compensation self-insurance program.
6. Promptly pay CCMSI's fees.

D. **OPERATING EXPENSES**. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with meeting State security requirements;
2. Certified Public Accountants;
3. Attorneys, other than provided for in Section B.4.(d)4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B.4.(d) of this Agreement;
7. Governmental fees and taxes; and

8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies, operator-assisted conference calls and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. NCCI charges;
10. Excess and other insurance premiums; and,
11. Other operating costs as normally incurred by the Client.:

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all books, records, applications and other forms of information relating specifically to the Client which are necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.
(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E.1.(b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items.
2. During this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental authority having jurisdiction over CCMSI or the Client.

F. SOLICITATION OF EMPLOYEES. The Client agrees not to recruit, solicit or hire any employee of CCMSI without CCMSI's written permission during this Agreement and for one year following termination of this Agreement. In the event the Client does recruit, solicit or hire any CCMSI employee without the written permission of CCMSI, the Client shall pay to CCMSI, as liquidated damages, one year of said employee's gross salary. This gross salary will be determined by the amount of annualized income earned by the CCMSI employee at the time notice of resignation is given to CCMSI by the employee, and will be due in full within thirty days after the employee's last day of employment at CCMSI.

G. OTHER INSURANCE. Any specific or aggregate excess insurance, reinsurance, or other insurance product purchased by the Client will be placed by CCMSI, if requested by the Client. Customary commissions and fees for these coverages will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. Unless earlier terminated as provided hereunder, this Agreement shall be for a term of one (1) year beginning on January 1, 2001, and terminating on December 31, 2001, and will automatically renew for successive one (1) year terms, unless a notice of intent to terminate has been received by either party thirty (30) days in advance of the proposed termination date. The parties agree to negotiate in good faith the service fee schedule on an annual basis. If agreement cannot be reached, CCMSI, at its option, can terminate the Agreement upon thirty (30) days written notice, or elect to continue the Agreement pursuant to the then current fee schedule.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the term of this Agreement if either party has given the other at least thirty (30) days written notice of its intention to terminate;
 - (c) Upon dissolution of the Client's self-insurance program, whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon thirty (30) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H.2.(e), the terminating parties shall give written notice to the other party, who shall have thirty (30) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the thirty (30) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the thirty (30) day period described herein.
3. Services Following Termination of Agreement. Should this Agreement be terminated for any condition described under Section H.2., CCMSI will cease providing services, turn over to the Client all Client files, which shall include loss control records, reports, surveys and correspondence, underwriting surveys and premium calculations, reinsurance and excess insurance files, all active and closed claim files, Client files, and readable form copies of all regulatory filings.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions; and

(c) Provide magnetic media transfer of data, if such is feasible.

- I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule hereto as Exhibit E.
- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to arbitration as the sole remedy available to both parties. Any such arbitration will take place in the City of Bloomington, Illinois, and will be conducted in accordance with the then-current rules of the American Arbitration Association. The Arbitrators, to the extent feasible, will be or have been executive officers of insurance or reinsurance companies.
- K. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.
- L. **INDEMNIFICATION.**
1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
 2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.
- M. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule, or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.
- N. **MISCELLANEOUS.**
1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.

2. Timing of Services. CCMSI may exercise its own judgment, within the parameters set forth herein, as to the time and manner in which it performs the services required hereunder.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this ____ day of _____, 200__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
Rodney J. Golden

Its: Vice President/Chief Operations Officer

MCLEAN COUNTY

By: _____

Its: _____

EXHIBIT A

SCHEDULE OF REPORTS

CCMSI will provide the following computer reports:

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

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EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

To be determined at a future date upon request of the Client.

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss Control Services can be provided at \$90 an hour, plus reasonable expenses, or on an agreed upon per project fee at the request of the Client.

EXHIBIT D

MANAGED CARE SERVICES
(*compSolutions*)

There is no charge to McLean County for Managed Care Services provided in this Agreement unless savings are achieved. Upon savings for PPO, fee schedule or usual and customary adjustments, the savings allocation is 67% to McLean County and 33% to *compSolutions*, paid as an allocated claim expense. For the Prescription Drug Savings Program, the savings allocation is 68% to McLean and 32% to *compSolutions*, also paid as an allocated expense.

The above Managed Care Services are contingent on the provision that all medical bills are being routed for review through CCMSI's Managed Care Program, "*compSolutions*".

REPLACED BY
FEE RENEWAL PROPOSAL

EXHIBIT E

FEE AND PAYMENT SCHEDULE

Claims Administration

CCMSI will handle workers compensation claims for the life of this Agreement for a per-claim annual fee as follows:

Workers Compensation

Medical Only	\$150 / per claim
Indemnity/Lost Time	\$650 / per claim
Incident Reports	\$35 / per claim

Total Minimum Administration Fee \$16,250.00

Less 10% discount for membership in the Central Illinois Business Group On Health (CIBGH) \$1,625.00

Total Adjusted Minimum Administration Fee \$14,625.00

Claims will be analyzed by the number of claims as well as the type of claims at the end of the policy period and priced on a per claim fee as outlined above.

Any additional charges over the \$14,625 adjusted claims administration fee will be billed 90-120 days after the policy year-end and evaluated periodically thereafter.

Annual Administration Fee \$2,500.00

CCMSI will provide monthly loss reports, index system, semi-annual reviews at Client's request, issuance of 1099's, state filings, internet claims analysis, limited special report requests and limited phone consultation.

GRAND TOTAL..... \$17,125.00

Loss Control Services – Optional

CCMSI can provide Loss Control Services at \$90 an hour, plus reasonable expenses, at Client's request.

Fee and Payment Schedule

The fee of \$17,125 will be payable to CCMSI in quarterly installments of \$4,281.25, due on the first day of January 2001, April 2001, July 2001, and October 2001.

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Executed this ____ day of _____, 200__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
Rodney J. Golden

Its: Vice President/Chief Operations Officer

MCLEAN COUNTY

By: _____

Its: _____

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Member Sorensen, Vice-Chairman, presented the following:

A Resolution Amending the Fiscal Year 2001 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2001 McLean County Combined Appropriation and Budget Ordinance for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with a one-time supplemental grant award to the Women, Infants, and Children program (WIC) to provide breastfeeding education. The intent of the grant is to provide educational materials and peer counseling to new mothers aimed at increasing the percentage of mothers who breastfeed infants.

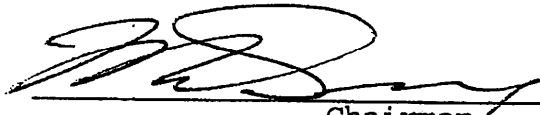
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual # of		FTE	
				FTE	Months	Now	New
Add	0103-0061	0062	0516-8312	.38	6	.00	.19

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


Adopted by the County Board of McLean County this 19th day of December 2001.

APPROVED



Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\01wic

Members Sorensen/Emmett moved the County Board approve a Resolution Amending the Fiscal Year 2001 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2001 McLean County Combined Appropriation and Budget Ordinance for Fund 0103 - Health Department. Member Bass asked if this was in the Budget. Mr. Zeunik answered this is an amendment to a Grant the Health Department receives. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**RESOLUTION ADOPTING THE GENERAL POSITION CLASSIFICATIONS AND PAY RANGES
FOR FISCAL YEAR 2001**

WHEREAS, the McLean County Board annually approves salary schedules and position classifications by pay grade for non-bargaining unit employees for each fiscal year, and

WHEREAS, the General and Professional Position Classifications by Pay Grade were adopted by the McLean County Board for 2000 on December 3, 1999, and amended on May 16, 2000, and

WHEREAS, the County Administrator's Office has recommended that the General Position Classifications be modified for the next fiscal year, and

WHEREAS, the Finance Committee, during the annual budget review, has determined the attached position classification schedule to be in the best interests of McLean County and endorses said schedule for Fiscal Year 2001, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the McLean County General Position Classifications by Pay Grade and Pay Ranges for 2001 as shown on the attached schedule is hereby adopted.

This Resolution shall become effective and be in full force on December 31, 2000, except for the McLean County Nursing Home, which shall be effective on December 24, 2000.

Adopted by the County Board of McLean County, Illinois, this 19th day of December, 2000.

ATTEST:

APPROVED:

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

Chairman of the
McLean County Board

General Position Classifications and Pay Ranges for Fiscal Year 2001

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W HRS.</u>	<u>TITLE</u>	<u>CLASS CODE</u>	
M	\$ 4.2232	\$6.1239	75	Assistant	0004	
				Clerical Assistant	0010	
				Intern	0399	
			80			
1	\$ 8.3750	\$12.1433	75			
			80			
2	\$ 9.0028	\$13.0540	75	Microphotographer	0001	
			80	Receptionist	0003	
				Lobby Security Screener	3301	
				Automotive Servicer	7301	
				Volunteer Services Coordinator	8311	
3	\$ 9.6778	\$14.0332	80	Custodian	7131	
4	\$ 10.4038	\$15.0857	75	Commissary Clerk	0005	
				Office Support Specialist I	0011	
				Deputy County Clerk	0023	
				Assistant Clerk, Jury Commission	1202	
			80	Mail Processing Clerk	0007	
				Emergency Comm. Address. Tech.	3107	
				Building Maintenance Worker	7142	
				Park Maintenance Worker I	7210	
5	\$ 11.1843	\$16.2171	75	Accounting Specialist I	0101	
				Computer Operator I	0201	
				Vision/Hearing Technician	8101	
			80	Building Maintenance Mechanic I	7143	
				Assistant Food Services Supervisor	9015	
6	\$ 12.0230	\$17.4334	75	Office Support Specialist II	0012	
				Computer Operator II	0202	
				Legal Assistant I	1101	
				Victim/Witness Specialist	1135	
				Circuit Court Secretary	1205	
				Animal Control Warden	2001	
				Asst. Field Inspector--Assessment	5001	
				Sr. Field Inspector- Assessment	5002	
				Sr. Field Inspector-Building & Zoning	6001	
				Zoning Enforcement Officer	6003	

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General Position Classifications and Pay Ranges for Fiscal Year 2001

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W HRS.</u>	<u>TITLE</u>	<u>CLASS CODE</u>				
6(cont.)	\$ 12.0230	\$17.4334	80	Emergency Comm. Asst. Ops. Mgr.*	3103				
				Engineering Technician	6104				
				Park Maintenance Worker II	7211				
				Fleet Mechanic	7303				
				Licensed Practical Nurse	8005				
				Activity Director	8305				
7	\$ 12.9248	\$18.7408	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist*	0017				
				Program Administrator, County Clerk	0025				
				Chief Deputy Recorder	0031				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				80				Engineering Technician I	
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
8	\$ 13.8942	\$20.1462	75	Administrative Support Supervisor II	0016				
				County Administrator's Assistant	0019				
				Human Resources Assistant	0041				
				Network Support Specialist	0211				
				Defense Investigator	1127				
				Victim/Witness Program Coordinator*	1136				
				Circuit Clerk Division Supervisor I	1215				
				CASA Coordinator*	2305				
				Veterans Assistance Officer*	2403				
				Assistant Director, ESDA	3203				
				Inmate Programs Supervisor	4109				
				Senior Assessor	5012				
				WIC Nutritionist*	8041				
				Health Promotion Specialist*	8115				
Case Manager*	8123								
80				Engineering Technician II					
				Domestic Services Director	7125				
				Asst. Nursing Home Administrator	8131				
				Director, Social Services	8325				

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General Position Classifications and Pay Ranges for Fiscal Year 2001

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W HRS.</u>	<u>TITLE</u>	<u>CLASS CODE</u>
9	\$ 14.9359	\$21.6575	75	Chief Deputy County Clerk*	0027
				Senior Accounting Specialist	0103
				Circuit Clerk, Division Supervisor II	1216
				Probation Officer I	1301
				Chief Deputy Coroner*	2104
				Inmate Assessment Specialist*	4108
				Clinic Nurse*	8011
				Registered Nurse*	8013
				Public Health Nurse*	8015
				School Health Nurse Consultant*	8017
				Communicable Disease Investigator*	8105
				Public Health Communications Spec.*	8113
				Quality Assurance Specialist*	8127
				Staff Sanitarian	8403
				80	
Emergency Comm. Supervisor*					
Emergency Comm. Operations Manager*	3105				
Juvenile Detention Officer	4001				
Juvenile Detention Program Coord.	4002				
Detention Training/Accreditation Spec.*	4011				
Facilities Maintenance Foreman	7145				
Operations Officer, Parks & Recreation	7216				
Fleet Manager	7307				
Assistant Director of Nursing - LPN	8031				
10	\$ 17.1766	\$24.9061	75	Staff Accountant*	0105
				Computer Services Coordinator*	0213
				Assistant State's Attorney I*	1105
				Assistant Public Defender I*	1112
				Probation Officer II	1302
				Planner*	6011
				Clinic Supervisor*	8025
				WIC Nutritionist/Program Supervisor*	8043
				Communicable Disease Program Coord.*	8107
				Health Promotion Program Manager*	8117
				DCFS Lead Agency Coordinator*	8121
				Case Management Supervisor*	8125
				0-3 Assurance Coordinator	8141
				Senior Staff Sanitarian*	8405
				80	
Project Manager					
Civil Engineer	6105				
Highway Maintenance Coordinator	7015				
Facilities Maintenance Supervisor	7147				
Assistant Director of Nursing - RN	8030				
Food Services Supervisor	9017				

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General Position Classifications and Pay Ranges for Fiscal Year 2001

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W HRS.</u>	<u>TITLE</u>	<u>CLASS CODE</u>
11	\$ 40,193	\$ 58,279	75/80	Programmer	0205
				Assistant State's Attorney II	1106
				Assistant Public Defender II	1113
				Chief Deputy Circuit Clerk	1217
				Deputy Director, Court Services	1305
				ETSB Coordinator	3121
				Asst. Superintendent, Juvenile Detention	4005
				Jail Operations Supervisor	4105
				Civil Engineer I	
				Detention Health Supervisor	8129
12	\$ 44,212	\$ 64,108	75/80	Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Manager	0209
				Network Program Manager	0215
				Director, Children's Advocacy Center	0327
				Director, ESDA	0329
				Assistant State's Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Emergency Comm. Database Coordinator	3109
				Jail Superintendent	4107
				Civil Engineer II	
				Highway Operations Officer	6107
				Director, Facilities Management	7148
				Community Health Services Supervisor	8021
				Maternal/Child Health Services Supv.	8023
				Communcbl. Disease/Hlth. Prog. Supv.	8109
				Environmental Health Program Supv.	8406
13	\$ 48,633	\$ 72,950	75/80	Director, Building & Zoning	0325
				Director, Parks & Recreation	0331
				Director, Emergency Communications	0335
				Supervisor of Assessments	0345
				Assistant State's Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of Juvenile Detention	4007
				Assistant County Engineer	6109
				Asst. Administrator, Health Department	8133
				Environmental Health Director	8407
14	\$ 52,281	\$ 78,422	75/80	Assistant County Engineer	6109
				Director, Nursing Services	8029
				Director, Personal Health Services	8135
15	\$ 56,202	\$ 84,303	75/80	Director, Information Services	0333

Members Sorensen/Bass moved the County Board approve a Resolution Adopting the General Position Classifications and Pay Ranges for Fiscal Year 2001 - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE STATE'S ATTORNEY
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE IMPACTED POSITION PERSONNEL POLICY**

WHEREAS, the State's Attorney has tried to fill a vacant Assistant State's Attorney position within the office; and,

WHEREAS, to date, the State's Attorney has not been successful in filling this critical position; and,

WHEREAS, the State's Attorney requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 5, 2000, approved the request of the State's Attorney to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; 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 salary above the starting maximum salary under the Impacted Position Personnel Policy.
- (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 Impacted Position Personnel Policy.
- (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 19th day of December, 2000.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Salch moved the County Board approve a Request for Approval of the State's Attorney's Request to Offer a Salary Above the Starting Maximum Salary Under the Impacted Position Policy. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 233-238

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

**ATTACHMENT NUMBER 10 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER**

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990, between the undersigned parties, the parties hereby declare that the provisions to said agreement are hereby extended to the period beginning on January 1, 2001 and ending on December 31, 2001, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,639,726.00.

This ATTACHMENT NUMBER 10 is executed this _____ day of December, 2000.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

This ATTACHMENT NUMBER 10 is executed this _____ day of December, 2000.

ATTEST:

PUBLIC BUILDING COMMISSION of
McLEAN COUNTY, Illinois

John L. Morel, Secretary

BY: _____
Robert W. Rush, Chairman

Members Segobiano/Salch moved the County Board approve a Request for Approval of Attachment Number 10 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Segobiano stated the General Report is located on pages 240-243.

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JUSTICE COMMITTEE:

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of January, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Mark Messman is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Mark Messman shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of nine (9) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1st, 2001, and terminate on December 31st, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Room 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mark Messman
Bloomington, IL

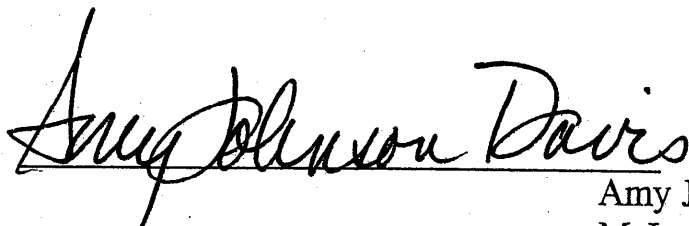
12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the date 1st day of January, 2001.

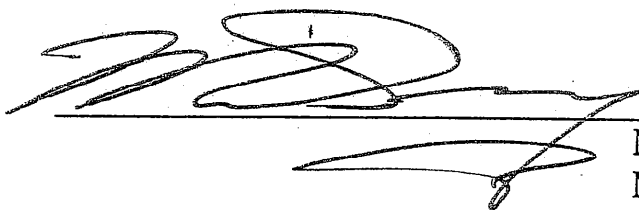
APPROVED:



Mark Messman
Attorney at Law



Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 1st day of January, 2001 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Paul G. Lawrence, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Paul G. Lawrence is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Paul G. Lawrence shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Paul G. Lawrence
306 East Grove Street
Bloomington, Illinois 61701

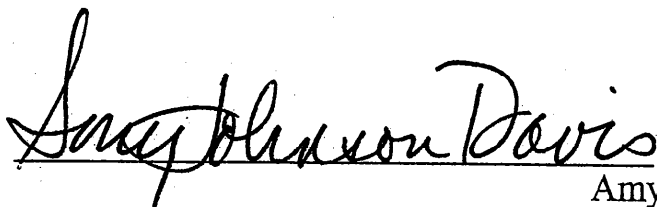
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 28th day of December, 2000.

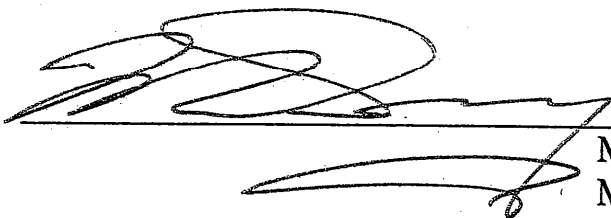
APPROVED:



Paul G. Lawrence
Attorney at Law




Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 1st day of January, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Patrick J. O'Rourke, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Patrick J. O'Rourke, is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Patrick J. O'Rourke shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1st, 2001, and terminate on July 31st, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Room 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

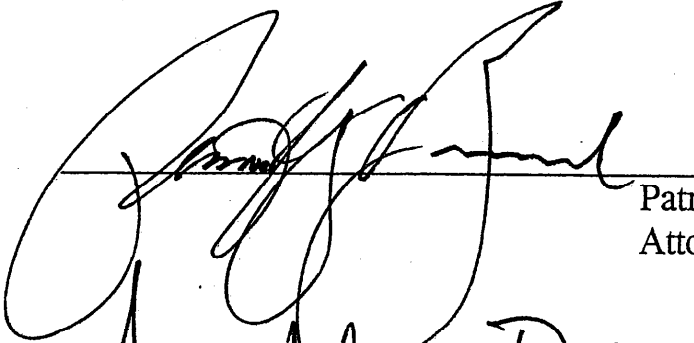
For the Attorney:

Patrick J. O'Rourke
101 W. Main, Suite A
Heyworth, IL 61745

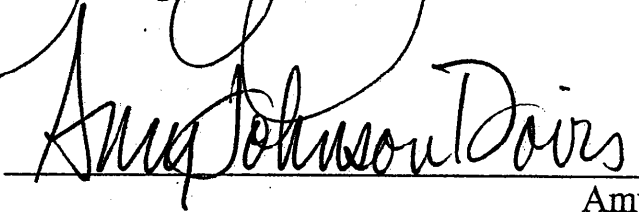
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the date 27th day of Dec, 2000.

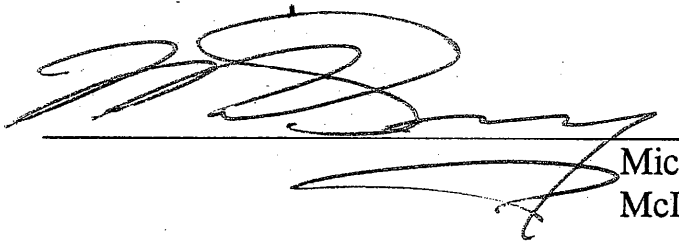
APPROVED:



Patrick J. O'Rourke
Attorney at Law

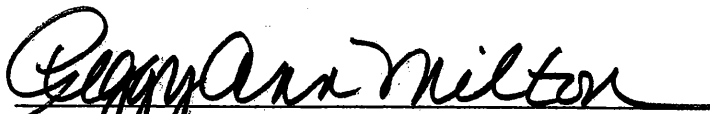


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CALL
FOR A COPY OF THIS

NOV 28 2000

CLERK OF THE COUNTY BOARD
MCKEAN COUNTY, ILLINOIS

CONTRACT

This Contract, entered into this 1st day of January, 2001 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,083.33 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 300 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 300 hours have been worked the Special Public Defender shall receive the \$2,083.33 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 300 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

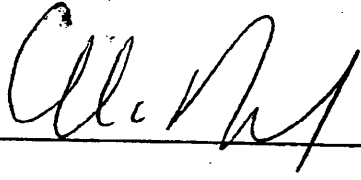
For the Attorney:

Mr. Alan J. Novick
237 East Front Street
Bloomington, Illinois 61701

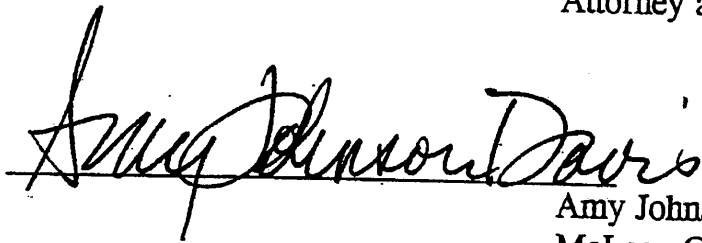
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 27th day of Dec., 2000

APPROVED:



Alan J. Novick
Attorney at Law

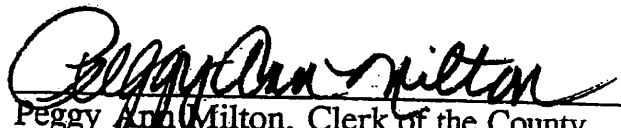


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Rodman moved the County Board approve a Contract Between the McLean County Public Defender and Attorney Mark Messman for Service as Special Public Defender for SVPCA Cases and Contracts for Special Public Defender with Attorneys Paul Lawrence, Patrick O'Rourke, and Alan J. Novick - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The City of Bloomington Police Department shall deliver any individual taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of seventeen thousand dollars (\$17,000.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

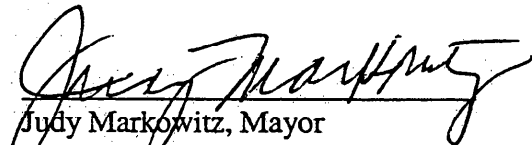
6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,416.66 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2001 through December 31, 2001. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

APPROVED:



Judy Markowitz, Mayor
City of Bloomington

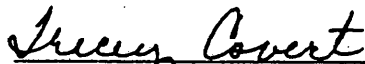
Gary C. Riss, Chairman
McLean County Board

Date: October 23, 2000

Date: _____

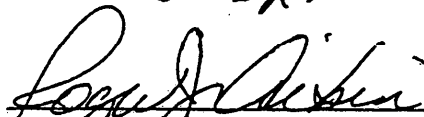
ATTEST:

ATTEST:



Tracy Covert, City Clerk of the City
Of Bloomington *By: Sharon Gibson, Deputy*

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



Roger Aikin, Chief of
Bloomington Police Department

David G. Owens, Sheriff of
McLean County

Date: Oct. 24th, 2000

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND THE TOWN OF NORMAL**

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Town of Normal Police Department shall deliver any individual taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The Town will pay the County at an annual rate of seventeen thousand dollars (\$17,000.00) for booking services. The Town will pay this fee regardless of whether it uses the

County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,416.66 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2001 through December 31, 2001. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

APPROVED:

Kent Karraker, Mayor
Town of Normal

Gary C. Riss, Chairman
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Wendellyn Briggs, Town Clerk of the
Town of Normal

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

Walt Clark, Chief of
Normal Police Department

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive any of its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive any of its sovereign immunities.

5. Illinois State University will pay the County a flat fee of Eight Hundred Forty Five Dollars (\$845.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

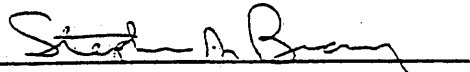
6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2001 through December 31, 2001. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY



Stephen M. Bragg, Vice President
for Finance and Planning

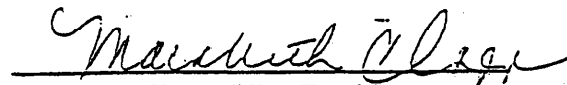
Date: November 21, 2000

APPROVED:

COUNTY OF McLEAN

Gary C. Riss, Chairman
McLean County Board

Date: _____



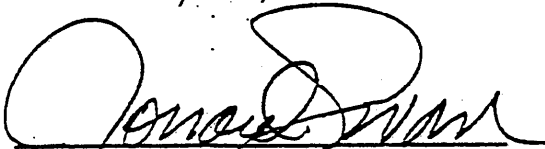
Marabeth Clapp, Vice President
for Business Services and Management

Date: 11/22/00

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____



Ronald D. Swan, Chief of Police
Of Illinois State University

Date: 22 Nov 2000

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:



Renee Smits Byas, General Counsel
Illinois State University

Date: 11 / 17 / 2000

APPROVED AS TO FORM:

Eric T. Ruud, Chief, Civil Division
McLean County State's Attorney's

Date: _____

Members Sommer/Johnson moved the County Board approve Intergovernmental Agreements Between the County of McLean, City of Bloomington, Town of Normal, and Illinois State University for Booking Services - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2000
Combined Annual Appropriation and Budget Ordinance
Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 1999, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2000 Fiscal Year beginning January 1, 2000 and ending December 31, 2000; and,

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

WHEREAS, the Sheriff's Department was awarded a grant for replacement of Livescan fingerprinting equipment for the Jail; and,

WHEREAS, the Justice Committee, on Monday, December 4, 2000, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of State grant funds for replacement of Livescan fingerprinting equipment for the Jail: now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following revenue:

Sheriff's Office 0001-0029-0031-0407.0140	<u>\$ 66,427.00</u>
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2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:

Computer Equipment 0001-0029-0031-0833.0002	\$ 66,427.00
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TOTAL:	<u>\$ 66,427.00</u>
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3. That the County Clerk shall provide a certified copy of this ordinance to the County

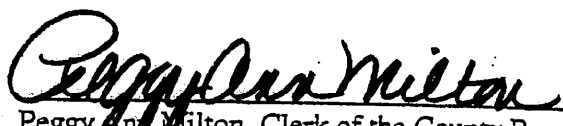
(2)

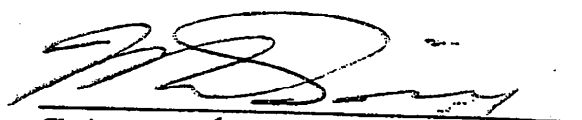
Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Chairman of the McLean County Board

EA_OSHER\vsca.001
11/29/00

Members Sommer/Rodman moved the County Board approve an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance, Sheriff's Department 0029, Livescan Grant - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.


(2)

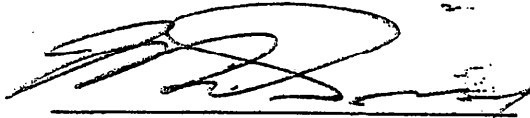
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Chairman of the McLean County Board

Members Sommer/Rodman moved the County Board approve an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance, Sheriff's COPS in Schools Fund 0166, Sheriff's Department 0029 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2000
Combined Annual Appropriation and Budget Ordinance
Circuit Clerk Court Document Storage Fund 0142, Circuit Clerk's Office 0015,
General Fund 0001, Information Services Department 0043**

WHEREAS, the McLean County Board, on November 16, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2000 Fiscal Year beginning January 1, 2000 and ending December 31, 2000; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Court Document Storage Fund 0142, Circuit Clerk's Office, Department 0015 and the Information Services Department 0043 in the General Fund 0001; and,

WHEREAS, on February 20, 1995, the McLean County Board approved a Resolution in Support of the Design, Development, and Implementation of an Integrated Justice Information System; and,

WHEREAS, the Justice Committee, at its regular meeting on December 4, 2000, recommended to the County Board approval of an Emergency Appropriation Ordinance in the amount of \$78,150.00 for expenses incurred under Work Order #5 for the design, development and implementation of an Integrated Justice Information System; and,

WHEREAS, the Executive Committee, at its regular meeting on December 12, 2000, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$78,150.00 for expenses incurred under Work Order #5 for the design, development and implementation of an Integrated Justice Information System, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$78,150.00.

2. That the County Auditor is directed to amend the Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Court Automation Fund 0142:

0142-0015-0011-0999.0001	
Interfund Transfer	\$ 78,150.00
	Total: <u>\$ 78,150.00</u>

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(2)

3. That the County Auditor is directed to amend the Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations the General Fund 0001, Information Services Department 0043:


0001-0043-0047-0450.0011	
Transfer from Other Funds:	\$ 78,150.00
0001-0043-0047-0706.0001	
Contract Services	\$ 78,150.00

4. That the County Clerk shall provide a certified copy of this ordinance to the Circuit Clerk, Chief Judge of the Eleventh Circuit Court, Director of Information Services, County Auditor, County Treasurer, and County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Chairman of the McLean County Board

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2000
Combined Annual Appropriation and Budget Ordinance
Circuit Clerk Court Automation Fund 0140, Circuit Clerk's Office 0015,
General Fund 0001, Information Services Department 0043**

WHEREAS, the McLean County Board, on November 16, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2000 Fiscal Year beginning January 1, 2000 and ending December 31, 2000; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Court Automation Fund 0140, Circuit Clerk's Office, Department 0015 and the Information Services Department 0043 in the General Fund 0001; and,

WHEREAS, on February 20, 1995, the McLean County Board approved a Resolution in Support of the Design, Development, and Implementation of an Integrated Justice Information System; and,

WHEREAS, the Justice Committee, at its regular meeting on December 4, 2000, recommended to the County Board approval of an Emergency Appropriation Ordinance in the amount of \$78,150.00 for expenses incurred under Work Order #5 for the design, development and implementation of an Integrated Justice Information System; and,

WHEREAS, the Executive Committee, at its regular meeting on December 12, 2000, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$78,150.00 for expenses incurred under Work Order #5 for the design, development and implementation of an Integrated Justice Information System, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the Circuit Clerk's Court Automation Fund 0140 in the amount of \$78,150.00.

2. That the County Auditor is directed to amend the Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Court Automation Fund 0140:

0140-0015-0014-0999.0001

Interfund Transfer

\$ 78,150.00

Total: \$ 78,150.00

(2)

3. That the County Auditor is directed to amend the Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations the General Fund 0001, Information Services Department 0043:


0001-0043-0047-0450.0011	
Transfer from Other Funds:	\$ 78,150.00
0001-0043-0047-0706.0001	
Contract Services	\$ 78,150.00

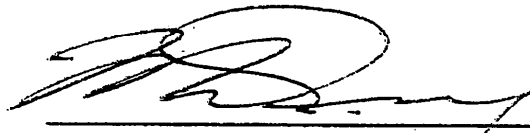
4. That the County Clerk shall provide a certified copy of this ordinance to the Circuit Clerk, Chief Judge of the Eleventh Circuit Court, Director of Information Services, County Auditor, County Treasurer, and County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Chairman of the McLean County Board

Members Sommer/Gordon moved the County Board approve Emergency Appropriation Ordinances Amending the McLean County Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk Court Document Storage Fund 0142, Circuit Clerk's Office 0015, General Fund 0001, Information Services Department 0043, and Circuit Clerk Court Automation Fund 0140, Circuit Clerk's Office 0015, General Fund 0001, Information Services Department 0043 - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

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

I. PURPOSE

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

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

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

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

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

II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

III. TERMS

One (1) bed each day is guaranteed by the receiving County to the transmitting County for male juvenile detainees ("detainees"). Additional male and female detainees may be accepted on a per diem/space available basis at the discretion of the receiving County at the rate cited above.

The guaranteed space must be used within the contract year. Days will not be accumulated from one contract year to the next or within the current year.

The transmitting County agrees to pay \$95.00 per day for each bed, for a total of \$95.00 per day. The transmitting County agrees to make such payment, regardless if the bed is utilized or not. If at any time, the bed is not utilized by the

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transmitting County, the receiving County will reduce the monthly billing to the transmitting County by the daily rate for the bed if used for a child from another County.

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL CARE

The transmitting County is responsible for medical expenses incurred by detainees from the County.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination.

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

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

In the case of a medical emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization.

The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

IX. LIABILITY

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. TERMINATION OF AGREEMENT

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

XV. INTERPRETATION OF THIS AGREEMENT

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

XVI. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on January 1, 2001, and shall be terminated on December 31, 2001. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date

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Members Sommer/Bass moved the County Board approve a Contract Between the McLean County Juvenile Detention Center and Livingston County for Lease of Bed Space - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2000
Combined Annual Appropriation and Budget Ordinance
Circuit Clerk Child Support Enforcement Fund 0156, Circuit Clerk's Office 0015**

WHEREAS, the McLean County Board, on November 16, 1999, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2000 Fiscal Year beginning January 1, 2000 and ending December 31, 2000; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Child Support Enforcement Fund 0156, Circuit Clerk's Office, Department 0015; and,

WHEREAS, on August 15, 2000, the McLean County Board approved an Agreement of Cooperation between the Illinois Department of Public Aid and the McLean County Clerk of the Circuit Court for Child Support Enforcement services under the IV-D provisions as set forth and defined in the Social Security Act, 42 USC Section 651 et seq., Title 45 Code of Federal Regulations, and in Title 89 Illinois Administrative Code 160.10(a); and,

WHEREAS, the Justice Committee, at its regular meeting on December 4, 2000, recommended to the County Board approval of an Emergency Appropriation Ordinance in the amount of \$22,189.90 for expenses to be incurred under the Agreement of Cooperation between the Illinois Department of Public Aid and the McLean County Clerk of the Circuit Court for Child Support Enforcement Services (the "Agreement"); and,

WHEREAS, the Executive Committee, at its regular meeting on December 12, 2000, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$22,189.90 for expenses to be incurred under the Agreement; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to increase the Illinois Department of Public Aid reimbursement in the amount of \$22,189.90 as follows:

	ADOPTED	INCREASE	AMENDED
0156-0015-0013-0407.4000			
Illinois Department of Public Aid	\$ 17,706.00	\$ 22,189.90	\$ 39,895.90

2. That the County Auditor is directed to amend the Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Child Support Enforcement Fund 0156, Circuit Clerk's Office 0015:

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(2)

	ADOPTED	INCREASE	AMENDED
0156-0015-0013-0503.0001 Full-Time Employees	\$ 9,406.00	\$ 12,645.00	\$ 22,051.00
0156-0015-0013-0599.0001 County's IMRF Contribution	\$ 833.00	\$ 1,075.00	\$ 1,908.00
0156-0015-0013-0599.0002 Employee Medical/Insurance	\$ 900.00	\$ 900.00	\$ 1,800.00
0156-0015-0013-0599.0003 Social Security Contribution	\$ 720.00	\$ 968.00	\$ 1,688.00
0156-0015-0013-0612.0001 Books/Videos/Publications	\$ 0	\$ 50.00	\$ 50.00
0156-0015-0013-0620.0001 Office Supplies	\$ 0	\$ 710.00	\$ 710.00
0156-0015-0013-0621.0001 Operational Supplies	\$ 0	\$ 125.00	\$ 125.00
0156-0015-0013-0628.0001 Copy/Microfilm Expenses	\$ 175.00	\$ 625.00	\$ 800.00
0156-0015-0013-0630.0001 Postage	\$ 3,429.00	\$ 600.00	\$ 4,029.00
0156-0015-0013-0701.0001 Advertising/Legal Notices	\$ 150.00	\$ 75.00	\$ 225.00
0156-0015-0013-0706.0001 Contract Services	\$ 1,005.00	\$ 525.00	\$ 1,575.00
0156-0015-0013-0715.0001 Dues and Memberships	\$ 0	\$ 50.00	\$ 50.00
0156-0015-0013-0718.0001 Schooling & Conferences	\$ 0	\$ 250.00	\$ 250.00
0156-0015-0013-0719.0015 Notary Bond	\$ 0	\$ 40.00	\$ 40.00

(3)


0156-0015-0013-0750.0001 Equipment Maint. Contract	\$ 125.00	\$ 652.50	\$ 777.50
0156-0015-0013-0760.0001 Contingency	\$ 0	\$ 408.90	\$ 408.90
0156-0015-0013-0793.0001 Travel Expense	\$ 0	\$ 75.00	\$ 75.00
0156-0015-0013-0795.0003 Telephone Service	\$ 435.00	\$ 700.00	\$ 1,135.00
0156-0015-0013-0832.0001 Purchase of Office Furnishings	\$ 528.00	\$ 500.00	\$ 1,028.00
Total:	<u>\$ 17,706.00</u>	<u>\$ 22,189.90</u>	<u>\$ 39,895.90</u>

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Circuit Clerk, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2000.

ATTEST:

APPROVED:


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


Chairman of the McLean County Board

Members Sommer/Emmett moved the County Board approve an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2000 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk Child Support Enforcement Fund 0156, Circuit Clerk's Office 0015 - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et. seq., (1992 State Bar Edition), as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and,

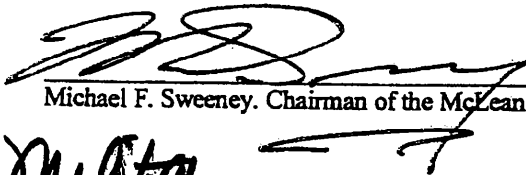
WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2001, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this 19th day of December, 2000, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2001, commencing December 1, 2000, and ending November 30, 2001, by hereby appropriating a sum of money not to exceed \$27,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the 2001 Fiscal Year.

Passed and adopted by the County Board of McLean County, Illinois, this 19th day of December, 2000.



Michael F. Sweeney, Chairman of the McLean County Board

ATTEST:



Peggy Ann Milton, County Clerk of McLean County

Members Sommer/Berglund moved the County Board approve an Increase in the County's Contribution to the State's Attorney's Appellate Prosecutor's Office - State's Attorney. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

HUMAN SERVICES COMMITTEE:
Member Berglund, Chairman, presented the following:

McLEAN COUNTY REVISED CODE NURSING HOME RATES RESOLUTION 14.27

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5 1005.6 empowered the County of McLean to erect and maintain a county nursing home and establish rates to be paid by a person seeking care and treatment in the home; and

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and

WHEREAS, the Human Services Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective **January 1, 2001**;

1. The daily rate for resident care in the non-Medicare certified section shall be \$99.00.
2. The daily rate for resident care in the Medicare certified section shall be \$109.00.
3. The following charges are hereby established for supplies and services:

a) Medical supplies	Cost plus 50%
b) Medications in the Medicare Section	Cost plus 50%
c) Lab procedures in the Medicare Section	Cost plus 20%
d) Respiratory Therapy	Cost plus 20%
e) Speech Therapy	Cost plus 20%
f) Occupational Therapy	Cost plus 20%
g) Physical Therapy	\$1.03 per

minute


4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

REPEAL DATE OF EFFECT. This resolution shall be in full force and effect on **January 1, 2001**; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.


(2)

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2000.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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Members Berglund/Renner moved the County Board approve a Resolution Establishing Charges for Services - McLean County Nursing Home. Member Gordon asked what the rates were increased from. Mr. Lindberg responded \$1.00 in each case. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2001 Combined
Appropriation and Budget Ordinance for Fund 0103

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2001 appropriation in Fund 0103 Women, Infants, and Children program (WIC), and the Board of Health and Human Services Committee concur; and,

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


BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, and increasing the appropriation by \$5,000 from \$215,800 to \$220,800.
2. That the County Auditor is requested to increase the appropriations of the following line-item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	ADD	NEW AMOUNT
0516-0001	Occasional/Seasonal Emp.	\$ 0	\$ 3,630	\$ 3,630
0599-0003	Social Security Contrib.	\$ 13,752	\$ 278	\$ 14,030
0612-0003	Educational Supplies	\$ 1,990	\$ 592	\$ 2,582
0718-0001	Schooling/Conference	\$ 1,468	\$ 150	\$ 1,618
0793-0001	Travel Expense	\$ 300	\$ 200	\$ 500
0795-0003	Telephone	\$ 7,450	\$ 150	\$ 7,600
TOTALS:		\$ 24,960	\$ 5,000	\$ 29,960

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

Adopted by the County Board of McLean County this 19th day of December, 2001.

TEST: 
Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean
F:\adm\budg\01WICamd

APPROVED: 
Chairman of the McLean County Board

Members Berglund/Johnson moved the County Board approve an Ordinance of the McLean County Board Amending the 2001 Combined Appropriation and Budget Ordinance for Fund 0103, WIC Fund - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the General Report is located on pages 309-309D.

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

**APPLICATION FOR A LICENSE
TO
OPERATE A RAFFLE**

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.

- LICENSE REQUESTED**
- Class A
 - Class B
 - Class C
 - Class D

DEC - 4 2000 FILE STAMP
FEE \$ 500. ⁰⁰

APPLICANT

Name of Organization Central Catholic High School
 Mailing Address 712 North Center Street, Bloomington, Illinois 61701
 Telephone Number (309) 827-5373

This organization was established 1968 (date) and has been in existence continuously since that time with a bona fide membership engaged in carrying out its objectives. (Section 24.64-5)

DESIGNATED RAFFLE MANAGER

Name Chuck Schanaberger, Director of Development
 Address 712 North Center Street, Bloomington, Illinois 61701
 Telephone (309) 829-5982

RAFFLE MANAGER'S BOND (Check one)

- Fidelity Bond in the amount of \$ 300,000.00 attached as required in Section 24.67-1.
- Waiver of bond requested. (Attached sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town or village in which raffle chances are proposed to be sold or issued - provided such city, town, or village has an effective agreement with McLean County for joining in licensing raffles.)

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The time period during which raffle chances will be sold or issued will be from December 22, 2000, through May 12, 2001, both
 (date) (date)
 inclusive. (One year maximum.)

The determination of the winning chances will be held on May 12, 2001,
 (date)
 at 712 N. Center Street, Bloomington, Illinois, 61701
 (exact location)

The price charge for each raffle chance sold or issued will be \$150.00 per chance.

LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED

Prize or Merchandise	Retail Value
(1) - Lot #34 Fox Lake, First Edition	\$200,000.00
(2) - Cash Prize of \$10,000	\$ 10,000.00
(3) - (4) Cash prizes of \$2,001.00	\$ 4,002.00
(5) - (7) Cash prizes of \$1,500.00	\$ 4,500.00
(8) - (12) Cash prizes of \$500.00	\$ 2,500.00
(13) - (22) Cash prizes of \$250.00	\$ 2,500.00
(23) - (42) Cash prizes of \$201.00	\$ 4,020.00
(43) - (52) Cash prizes of \$150.00	\$ 1,500.00

Aggregate Retail Value of all Prizes or Merchandise \$229,022.00

Attach separate page if necessary to list all prizes or merchandise.

We, Joy Allen the presiding
 officer and Scott Rutledge the business manager of the
Central Catholic High School being duly sworn, hereby attest that
 (exact name of applicant organization)

the aforesaid organization is a non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions)

- Charitable Religious Veterans Business
 Educational Fraternal Labor Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we
 have received a copy of such Ordinance and that the raffle for which this application is made will

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be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and a correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL

Joy Allen
(signature, Presiding Officer)
Joy Allen, Principal

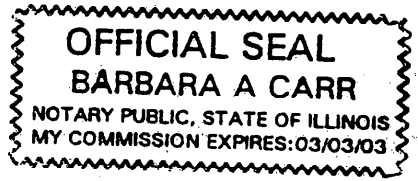
Date: 12-1-2000

Scott Rutledge
(signature, Secretary)
Scott Rutledge, Business Manager

Date: 12-1-2000

Subscribed and sworn to before me
this 1 day of December, 2000.

Barbara Carr
Notary public



This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the *McLean County Treasurer*.

STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee:	\$ 500.00	
B. Raffle Manager Bond:	\$ 113.00	
C. Postage (est.):	\$5,000.00	
D. Printing (est.):	\$3,500.00	
E. Advertisement (est.):	\$8,000.00	
		<u>\$ 17,113.00</u>
III. Estimated Net Proceeds:		\$282,887.00
A. Labor for construction (est.)	\$ 60,000.00	
B. Construction materials (est.)	\$100,000.00	
C. Permits & fees (est.)	\$ 500.00	
D. Prizes (cash & auto)	\$29,022.00	
		<u>\$189,522.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 93,365.00</u>

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

AFFIDAVIT

I, MARTI A. RAVE, being first duly sworn, depose and state as follows:

1. That I am owner of real estate located at: Lot No. 34, Fox Lake 1st Edition on Monica Lane.
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean County Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.

Marti A Rave
MARTI A. RAVE

Subscribed and sworn to before me
this 1 day of December, 2000.

Barbara Carr
Notary public



AGREEMENT

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 1 day of December, 2000.

CENTRAL CATHOLIC HIGH SCHOOL

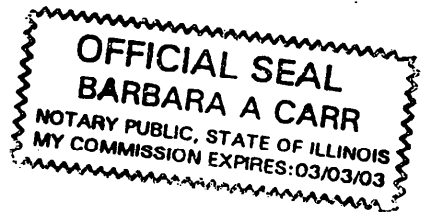
ATTEST:

By: Charles J. Schwanberg
Its Authorized Officer

Barbara A. Carr

THE COUNTY OF McLEAN,

ATTEST:



By: _____
Mike Sweeney
Chairman, McLean County Board

Peggy Milton
McLean County Clerk

INTERNATIONAL SPECIAL RISKS SERVICES

Two Pierce Place
Itasca, Illinois 60143
Direct Line: 630 285 3786
Fax Line: 630 285 4000
E:mail: Sharon_Sinopie@sjg.com

FAX FAX FAX FAX FAX FAX FAX

Date: December 1, 2000

To: Chuck
Central Catholic High School 309 827 1073 ⁰¹⁷³

From Sharon L. Sinopie
Marketing Representative

RE: Renewal

Chuck, attach is a copy of the dec page for the upcoming renewal of 12/12/00-12/12/01 term.

Your original policy will be forthcoming.

Should you have any questions please give me a call.



LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
 AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
 AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
 AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

COMMON POLICY DECLARATIONS

CUSTOMER NUMBER
 3FM 824 180-06
 NAME CODE CENT

1. NAMED INSURED AND MAILING ADDRESS:
 CENTRAL CATHOLIC HIGH SCHOOL

712 N CENTER ST
 BLOOMINGTON IL 61701

2. THE NAMED INSURED IS: PAROCHIAL SCHOOL

3. POLICY PERIOD: FROM 12/12/00 TO 12/12/01
 12:01 A.M. Standard Time at your mailing address above.

4. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

6. We afford insurance for only those Coverage Parts listed below and only in the amounts and to the extent set forth in each Coverage Part. The company listed before the Coverage Part will be the insurer of that Coverage Part and no other.

COMPANY	COVERAGE PARTS	POLICY NUMBERS
AMICO	COMMERCIAL CRIME	3FM 824-180-06

6. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

CR7109 (ED. 04-97) ADVISORY NOTICE TO POLICYHOLDERS

7. ESTIMATED PREMIUM FOR ALL COVERAGE PARTS:

\$ 113.00

TOTAL AMOUNT DUE AT INCEPTION:

\$ 113.00

PRODUCER INFORMATION:

ARTHUR J GALLAGHER & CO
 TWO PIERCE PL 20TH FL

COUNTERSIGNATURE:

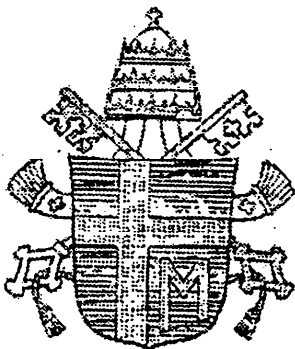
ITASCA IL 60143
 18-4318 630-285-3800

Date:

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CALIFORNIA • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • WEST VIRGINIA • NEW YORK • NEVADA
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1817



2000

The Official Catholic Directory

Anno
Domini
2000

Published Annually by
P.J. Kenedy & Sons

CENTRAL CATHOLIC HIGH SCHOOL

712 N. CENTER
BLOOMINGTON, IL 61701

50790

DATE 12-1-00

70-26-711

PAY TO THE ORDER OF

McLean County Treasurer

\$ 500.00

Five hundred & no/100

BANK ONE, ILLINOIS, NA
SPRINGFIELD, IL 62701

CENTRAL CATHOLIC HIGH SCHOOL
VOID AFTER 60 DAYS

DOLLARS



Bank One
Member FDIC

Scott Miller

MP

FOR DEPOSIT ONLY

⑆050290⑆ ⑆071100269⑆ 270008473⑆

INSURED
COPY

18-4318



COMMERCIAL CRIME INSURANCE
IMPORTANT CHANGES IN YOUR COVERAGE

MAY 1, 1998

ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Commercial Crime Coverage Part. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are providing. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Some of the language of the new policy has been restated and repunctuated for clarity and readability but with no change in coverage intent.

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. The material is organized by individual coverage forms and endorsements, however, not all coverage forms or endorsements are included in a particular policy.

COMPANY NOTE: Each company should consider its present underwriting and claims procedures, and the implications of the revised policy language on these procedures, in deciding what items to classify in its Notice to Policyholders as coverage broadenings, reductions or clarifications.

CR 10 00 CRIME GENERAL PROVISIONS (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

We are now providing 60 days automatic coverage on entities acquired through consolidation or merger. Coverage also applies to employees or premises acquired through the acquisition of liabilities.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

We have revised the definition of employee to distinguish between temporary workers who are automatically included as employees and leased workers who may be included as employees by an endorsement to the policy.

We have revised this form to reinforce that the Limit of Insurance does not cumulate even though the loss may be sustained over an extended period.

In addition, an editorial change is being made to clarify the existence of an extended period for discovering losses.

CR 50 01 POLICY CHANGE (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

None

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

The title of this form was revised to reinforce the intent of the use of the form.

CR 50 04 COINDEMNITY

I. BROADENING OF COVERAGE

None

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

This form may now be used with either loss sustained or discovery coverage.

CR 50 10 INCLUDE LEASED WORKERS AS EMPLOYEES

I. BROADENING OF COVERAGE

We are providing coverage for workers who are leased to an insured on a long-term basis by a labor leasing firm.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

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LOSS CONTROL SERVICES POLICYHOLDER NOTICE

Dear Policyholder,

We share your safety and health concerns. We realize accidents, injuries and property damage suffered by your employees and company are costly. When such costs increase, expenses increase for both our companies in the form of higher operating costs. These costs are also reflected in your insurance premiums.

Improved Safety And Health Practices Benefit All

When accidents, injuries and incidents of property damage are prevented your employees, your company, and your insurance carrier all benefit. That's why Kemper offers a number of risk management services to help you in your loss control efforts. While most of these are available to our policyholders at no additional cost, some may require a fee based on the scope of service requested. We offer our insureds:

- a) Risk Management guidelines
- b) Consultation, including surveys, on specific loss control related problems
- c) Analysis of loss experience
- d) Training programs in safety management techniques
- e) Industrial hygiene and occupational health services
- f) Recommendations for control of hazards and unsafe activities

Second Fold Here

Designed To Help Our Policyholders

Kemper offers policyholders several loss control publications at no charge. *NATLSCOPE* is our quarterly loss control newsletter. It provides information on pertinent topics that can be used to support your loss control efforts. "Profit by Loss Control" is a series of pamphlets developed with the loss control needs of smaller businesses in mind.

Send For Your Free Loss Control Publications, Today!

If you would like to receive either or both of these publications, please fill out this form, fold as marked, tape along flap, add postage and mail. You can also use the form to request assistance from a loss control professional on a specific problem.

Turn To Kemper For A Progressive Approach To Loss Control

	Yes	No
I would like to receive a copy of the NATLSCOPE loss control newsletter.	_____	_____

I would like to receive the introduction to "Profit by Loss Control."	_____	_____
---	-------	-------

I would like assistance for specific loss control problem(s).	_____	_____
---	-------	-------

Type of Problem(s) _____

Firm Name _____

Address _____ City _____ State _____ Zip _____

Person to contact _____ Tel. No. _____

Number of Employees _____ Type of Business _____

Policy # _____ Expiration Date _____

First Fold Here

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Place
Stamp
Here

KEMPER INSURANCE COMPANIES
NATLSCO LOSS CONTROL SERVICES
SERVICE DESK
ONE KEMPER DRIVE
LONG GROVE IL 60049-0001



DO YOU HAVE ANY QUESTIONS ABOUT YOUR POLICY

Your agent or broker, the person from whom you bought your Kemper policy, can help you with any question or problem you may have with your policy. In addition, Section 143c of the Illinois Insurance Code requires notification of the following addresses:

Kemper Insurance Companies
P.O. Box 14648
St. Louis, MO 63178-4648

Kemper Insurance Companies
Northwestern Atrium Center
500 W. Madison Street
Chicago, IL 60606-2555

Illinois Department of Insurance
Consumer Division or Public Services Section
Springfield, IL 62767

The Chicago office services the counties of Cook, DeKalb, DuPage, Kane, Lake, McHenry and Will. The remaining counties are serviced by our St. Louis office. Our Customer Service Representative in the appropriate office will assist you if needed. You also have the option of contacting the Illinois Department of Insurance.

POLICYHOLDER NOTICE

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Inspections and Surveys condition in your policy has been expanded by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. The provisions specified as inapplicable are those stipulating that:

- Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and
- The insurer is not obligated to make inspections, surveys, reports or recommendations.

COMMERCIAL CRIME POLICY

Non-assessable

LUMBERMENS

MUTUAL CASUALTY COMPANY

A mutual insurance company,
herein called the Company, or LMC

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

The company providing the insurance afforded in each Coverage Part of the policy is designated on the Declarations Page of each Coverage Part. If such company is a mutual company, the insured is hereby notified that by virtue of this policy he is a member of the company so designated and is entitled to vote either in person or by proxy at any and all meetings of the company.

AMERICAN MOTORISTS INSURANCE COMPANY

A stock insurance company,
herein called the Company, or AMICO

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

A mutual insurance company,
herein called the Company, or AMM

Home Office: (847) 320-3237
Long Grove, IL 60049-0001

The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at nine o'clock A.M.

COMMON POLICY CONDITIONS

This policy is composed of the jacket pages, the Common Declarations, these Common conditions, and the Declarations and Additional Provisions and Conditions of each Coverage Part (including all its forms and endorsements) indicated in the Common Declarations. These Common Conditions apply to all Coverage Parts unless otherwise noted.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy or any coverage part by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any coverage part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy or any coverage part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

As respects the Company previously designated on the Declarations Page of each Coverage Part, the following correlative provision forms a part of this policy:

MUTUAL POLICY CONDITIONS. **Lumbermens Mutual Casualty Company**
American Manufacturers Mutual Insurance Company

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

As respects the State of Texas, such provision is amended to read as follows:

Mutuals -- Membership and Voting Notice. This insured is notified that by virtue of this policy he is a member of the company so designated, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office at the place and time stated on the front cover.

Mutuals -- Participation Clause Without Contingent Liability. No Contingent Liability: This policy is non-assessable. The policyholder is a member of such company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

DIVIDENDS. **American Motorists Insurance Company**

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

IN WITNESS WHEREOF, the Company designated on the Declarations Page of each Coverage Part has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned.

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Company


Secretary



President

KEMPER.

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LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
 AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
 AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
 AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

COMMON POLICY DECLARATIONS

CUSTOMER NUMBER
 3FM 824 180-06

1. NAMED INSURED AND MAILING ADDRESS:

CENTRAL CATHOLIC HIGH SCHOOL

712 N CENTER ST
 BLOOMINGTON IL 61701

2. THE NAMED INSURED IS: PAROCHIAL SCHOOL

3. POLICY PERIOD: FROM 12/12/00 TO 12/12/01
 12:01 A.M. Standard Time at your mailing address above.

4. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. We afford insurance for only those Coverage Parts listed below and only in the amounts and to the extent set forth in each Coverage Part. The company listed before the Coverage Part will be the insurer of that Coverage Part and no other.

COMPANY	COVERAGE PARTS	POLICY NUMBERS
AMICO	COMMERCIAL CRIME	3FM 824 180-06

6. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

CR7109 (ED. 04-97) ADVISORY NOTICE TO POLICYHOLDERS

7. ESTIMATED PREMIUM FOR ALL COVERAGE PARTS:

\$ 113.00

TOTAL AMOUNT DUE AT INCEPTION:

\$ 113.00

PRODUCER INFORMATION:

ARTHUR J GALLAGHER & CO
 TWO PIERCE PL 20TH FL

COUNTERSIGNATURE:

ITASCA IL 60143
 18-4318 630-285-3800

Date:

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- LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
- AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
- AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
- AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

The company providing the insurance afforded by this coverage part is indicated above.

CRIME COVERAGE PART DECLARATIONS

1. NAMED INSURED: POLICY NUMBER: 3FM 824 180-06
CENTRAL CATHOLIC HIGH SCHOOL

2. POLICY PERIOD: FROM 12/12/00 TO 12/12/01
12:01 A.M. Standard Time at your mailing address.

3. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice canceling prior policy or bond No.: 3FM 824 180-05 the cancellation to be effective at the time this Policy becomes effective.

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

Coverage Forms	Limit of Insurance	Deductible Amount
COV FORM A - EMPLOYEE DISHONESTY - SCHEDULED	SEE CR0002	SEE CR0002

5. FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

CR7900 (ED. 11-98) COMMERCIAL CRIME POLICY JACKET
 CR1000 (ED. 04-97) CRIME GENERAL PROVISIONS(LOSS SUSTAINED FORM)
 CR0002 (ED. 10-90) EMPLOYEE DISHONESTY COVERAGE FORM A - SCHEDULE
 CR0202 (ED. 04-97) ILLINOIS CHANGES

6. ESTIMATED PREMIUM FOR THIS COVERAGE PART:	\$	113.00
TOTAL AMOUNT DUE AT INCEPTION FOR THIS COVERAGE PART:	\$	113.00

CRIME GENERAL PROVISIONS LOSS SUSTAINED FORMS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following GENERAL EXCLUSIONS, GENERAL CONDITIONS and GENERAL DEFINITIONS apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.

5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

2. **Consolidation -- Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:

- a. Any additional persons become "employees"; or

- b. You acquire the use and control of any additional "premises,"

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," for a period of 60 days after the effective date of such consolidation, merger, purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises." Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises."

- 3. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

- 4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.
- d. Cooperate with us in the investigation and settlement of any claim.

- 5. **Extended Period to Discover Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.

6. **Joint Insured**

- a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first

Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or partner or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.

- c. An "employee" of any insured is considered to be an "employee" of every insured.

- d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.

- e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.

- 7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

- 8. **Liberalization:** If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.

- 9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the Limits of Insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- 1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- 2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- 1) This insurance as of its effective date; or
- 2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

12. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is

insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

13. Ownership of Property; Interests Covered:

The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance Condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. **Records:** You must keep records of all Covered Property so we can verify the amount of any loss.

16. Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- 1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- 2) Then to us, until we are reimbursed for the settlement made;
- 3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- 1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- 2) Of original "securities" after duplicates of them have been issued.

17. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

18. Transfer of Your Rights of Recovery Against Others To Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

19. Valuation -- Settlement

a. Subject to the applicable Limit of Insurance provision we will pay for:

1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- a) At face value in the "money" issued by that country; or
- b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

b) Pay the cost of any Loss Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Value of the "securities" at the close of business on the day the loss was discovered; or
- ii. Limit of Insurance.

3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- a) Actual cash value of the property on the day the loss was discovered;
- b) Cost of repairing the property or "premises"; or
- c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- 1) In the "money" of the country in which the loss occurred; or
- 2) In the United States of America dollar equivalent of the "money" of the country in which the loss

occurred determined by the rate of exchange on the day the loss was discovered.

- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

- 1) While in your service (and for 30 days after termination of service); and
- 2) Whom you compensate directly by salary, wages or commissions; and
- 3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person who is furnished to you to:

- 1) Substitute for a permanent "employee" on leave; or
- 2) Meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises."

But "employee" does not mean any:

- 1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- 2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and

- b. Travelers checks, register checks and money orders held for sale to the public.

- 3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

- 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

EMPLOYEE DISHONESTY COVERAGE FORM A -- SCHEDULE

SCHEDULE

Names of Covered "Employees" or Titles of Positions	Limit of Insurance Each "Employee"	Deductible Amount	Location of Covered Positions	No. of "Employees" Each Position
RAFFLE MANAGER	\$300,000	\$0	BLOOMINGTON, ILLINOIS	1

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money," "securities," and "property other than money and securities."
2. **Covered Cause of Loss:** "Employee dishonesty."

B. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the SCHEDULE.
2. Regardless of the number of years this insurance applies as respects a specific "employee," the most we will pay in the aggregate is the largest Limit of Insurance applicable to that "employee" even though:
 - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
 - b. The Limit of Insurance applicable to that "employee" is changed.
3. If this insurance applies on a **Position Schedule** basis, the following provisions also apply:
 - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is discovered.

- b. If at the time loss is discovered there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the SCHEDULE, the Limit of Insurance applicable to that position will be reduced.

The reduced Limit of Insurance will be computed by multiplying the limit shown in the SCHEDULE by a factor obtained by dividing the number of "employees" shown in the SCHEDULE by the actual number of "employees" serving in that position at the time loss is discovered.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the SCHEDULE. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - 1) An inventory computation; or
 - 2) A profit and loss computation.
2. **Additional Conditions**
 - a. **Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":
 - 1) Immediately upon discovery by:
 - a) You; or
 - b) Any of your partners, officers or directors not in collusion with the "employee,"

of any dishonest act committed by that "employee" before or after becoming employed by you.

- 2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

- b. **Consolidation - Merger:** The Consolidation - Merger General Condition does not apply to this Coverage Form.

3. Additional Definitions

- a. "Employee" means:

- 1) Any person named in the SCHEDULE, if coverage applies on a Name Schedule basis; or
- 2) Any person you engage to perform the duties of a position shown in the SCHEDULE if coverage applies on a Position Schedule basis.

The "Employee" General Definition does not apply to this Coverage Form.

- b. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an identified "employee" acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- 1) Cause you to sustain loss; and also
- 2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions) for:
 - a) The "employee"; or
 - b) Any person or organization intended by the "employee" to receive that benefit.

- c. "Occurrence" means all loss caused by each "employee," whether the result of a single act or series of acts.

ILLINOIS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

- A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
 - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - 1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
 - 2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;

e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

- B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reasons for nonrenewal no less than 60 days before the expiration date to:

a. You; and

b. The broker, if known to us, or the agent of record.

2. Even if we do not comply with these terms, this policy will terminate:

a. On the expiration date if:

1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our

agents or indirectly under any premium finance plan or extension of credit; or

- 2) We have indicated our willingness to renew this policy to you or your representative; or
- 3) You have notified us or our agent that you do not want to renew this policy.

- b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

- D. When forming a part of this policy, the Legal Action Against Us Condition in the Crime General Provisions and in the Safe Depository Direct Loss Coverage Form is replaced by the following:

Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss. But we will extend this 2 year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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CR 02 02 (Ed. 04 97)

Page 2 of 2

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Members Salch/Sorensen moved the County Board approve a Request for Approval of a Class D Raffle License for Central Catholic High School. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on page 344.

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

**A RESOLUTION TO OPPOSE
CEDING OF PROPERTY RIGHTS**

WHEREAS, The Miami Native American Tribe has initiated a lawsuit to gain ownership of 2.6 million acres of land in Eastern Illinois; and

WHEREAS, the vast majority of said land represents the agricultural livelihood of small, independent farmers; and

WHEREAS, ceding this property to the Miami Native American Tribe would cause large-scale economic chaos to Ford County, other involved counties and adjacent areas; and

WHEREAS, agricultural land in McLean County itself could be jeopardized by similar claims if the Miami Native American Tribe suit is successful; now, therefore

BE IT RESOLVED, by the County Board of McLean County, Illinois that all state legislators, especially those who represent the citizens of McLean County, be strongly encouraged to support efforts by the County Board of Ford County, Illinois, and the State of Illinois, to take any and all measures to oppose this assertion of ownership by the Miami Tribe; and

BE IT FURTHER RESOLVED by the McLean County Board, in regular session, that a copy of this resolution be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support; and

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting this resolution.

ADOPTED by the County Board of the McLean, Illinois this 19th day of December, 2000.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman of the
McLean County Board

Members Sorensen/Berglund moved the County Board approve a Resolution to Oppose Ceding of Property Rights. Member Salch asked Mr. Ruud to explain "take any and all measures to oppose this assertion of ownership" in paragraph 5. Mr. Ruud stated he did not know. Member Kinzinger stated this means to do anything within your power to oppose any of these assertions of ownership by the Miami Tribe. Member Salch stated he is concerned about what actions may be required by the Board. Member Emmett said he has trouble voting on an issue he has only read about in the paper. He said the Board does not know the validity of the Miami Tribe's claim. Member Emmett said he thought it was presumptuous of the Board to vote on something they are not familiar with. Member Kinzinger said the Resolution does not obligate the County to any defense of the landowners. It only encourages those involved to stand strong and oppose this issue. Member Kinzinger stated this Resolution stands up and says "We oppose this assertion of ownership from a treaty developed in 1795, and we encourage our neighbors in Ford County and the State of Illinois to oppose this action." Member Segobiano asked if this is in the courts right now. Mr. Ruud said he believed it was in the federal courts. Member Segobiano stated he was surprised the State's Attorney's Office was not familiar with this either. Member Segobiano said the Resolution is full of holes and should be voted down. He then stated the State's Attorney could not guarantee the Board, if they pass the Resolution, it will not end up in a court of law and obligate them to some financial consideration. Member Segobiano suggested this Resolution be voted down, a new one prepared with the help of the State's Attorney, and then all questions could be answered. Mr. Ruud stated he did not believe the "take any and all measures" commits McLean County to do anything because the Resolution is directed to our State Legislators. Mr. Ruud did suggest the Resolution is open-ended and leaves room for McLean County to be charged for the work. Member Kinzinger commented if this lawsuit goes through and McLean County land is threatened, it would cost the County dearly. Member Gordon shared concern about how open-ended this is. Members Gordon/Emmett moved the County Board send this Resolution back to the Committee. Member Kinzinger stated the issue has been sent back to Committee twice and has come back twice. Member Gordon stated there is value in putting this on hold to further see what happens in the judicial process. Clerk Milton shows the roll call vote to send this Resolution back to the Executive Committee as follows: Sorensen-no, Arnold-yes, Bass-yes, Berglund-no, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-no, Johnson-yes, Kinzinger-no, Nuckolls-no, Owens-no, Pokorney-yes, Renner-no, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, and Sweeney-yes. Motion carried thirteen to seven.

Member Sorensen stated there are no other business items and mentioned the Legislative Breakfast which was a success.

COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik stated there are forms the Members need to complete so the website, business cards, and the County Board card can be updated. He said these forms need to be completed as soon as possible and turned into Martha Ross in the Administrator's Office.

Mr. Zeunik referred to a memo the Board Members received regarding an orientation meeting. He stated the purpose of the meeting is to get a sense from Members which dates and times might be best.

Mr. Zeunik asked that each Board Member pose for a digital picture for the website.

Mr. Zeunik also stated a parking ticket, which had fallen out of someone's pocket is on top of the coat rack.

OTHER BUSINESS AND COMMUNICATION:

Member Sweeney stated after the meeting the Committees need to get together to determine which dates and times they would prefer to meet.

Member Gordon asked if they could add their fax numbers to the information sheets the Members will be filling out. Chairman Sweeney said that was a good idea.

Member Sommer asked if the Justice Committee would meet at his desk to set up meeting dates.

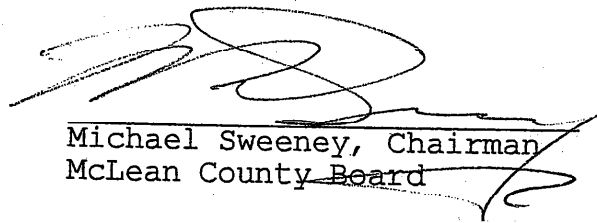
The McLean County Auditor presents the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

December 19, 2000

2000 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
EXECUTIVE		367,519.45	367,519.45
FINANCE	208.70	389,516.27	389,724.97
HUMAN SERVICES		368,530.48	368,530.48
JUSTICE	740.70	1,423,569.14	1,424,309.84
LAND USE		16,967.66	16,967.66
PROPERTY		189,625.65	189,625.65
TRANSPORTATION		410,646.24	410,646.24
HEALTH BOARD		331,905.88	331,905.88
T.B. CLINIC		22,033.34	22,033.34
DISABILITY BOARD		42,699.17	42,699.17
TOTAL	\$949.40	\$3,563,013.28	\$3,563,962.68

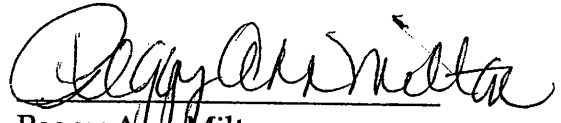

Michael Sweeney, Chairman
McLean County Board

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

Chairman Sweeney stated the Meeting is adjourned until Tuesday, January 16, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois.

Time 11:23 a.m.


Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of December, 2000, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 2 day of January, 2001.


Peggy Ann Milton, McLean County Clerk