

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

May 19, 2009

*Subject to approval at  
June 16, 2009  
County Board Meeting*





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**May 19, 2009**

The McLean County Board met on Tuesday, May 19, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

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

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



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

Mr. Patrick Urich stated: Good morning everyone. I'm Patrick Urich, I'm the County Administrator in Peoria County, Illinois and I'm also the President of the Illinois City/County Management Association. I'm here to recognize John Zeunik, who is a dear friend of mine, somebody who I have had the opportunity to know professionally for over 13 years and really from my perspective I just want to thank you, John, for all the years of service that you have provided, not only to McLean County and to the profession, but the mentoring you have provided to me as well. I really appreciate that. What I have for you is a certificate that says "In the Honor of the Retirement of John Zeunik". ICMA has contributed \$250 towards the ICMA fund for the profession dated May 19, 2009. The ICMA fund for the profession is a fund that was set up to support the Council Manager form of government. And really if there is anyone who epitomizes a true manager and professional manager, it's you John. Thank you.

Mr. Zeunik stated: Thank you, that's very nice. As one of only 20 or 21 County Administrators in Illinois, it is always nice to see an effort being made to continue to recruit people to this profession and to continue to look for opportunities to bring people into this area. In going through a number of things in the office, one of the things I discovered was a letter I received in June of 1988 from David Kring, who was then the County Administrator in Peoria County, welcoming me to McLean County and looking forward to working with me. I think it was in that very same week, in the Old Courthouse, I was in my office and I saw two people coming down the hall that I had never met before. They just walked in unannounced, one was Dave Anderson and one was Mark Peterson, and introduced themselves and welcomed me to McLean County and Bloomington-Normal. Over the years we've had a great working relationship with Dave, now with Mark, with Herman Dirks, Tom Hamilton and I'm sure that relationship will continue with David Hales. Again, thank you very much and thank you to ILCMA.

Mr. Mark Peterson stated: Good morning, my name is Mark Peterson and I am the City Manager of the Town of Normal. Mayor Koos, of Normal, issued a proclamation yesterday and he asked me to be here to present it and it is certainly my honor to be able to do so. I am going to try to prolong this because I know how much John enjoys public attention and recognition. So I am going to go very slowly so he can get as much out of this as possible. I also want to acknowledge Jeff Fruin. Jeff is the Assistant to the City Manager; he is also a Member of the Board of Directors of the ILCMA. So Jeff, thank you for being here.

I'd like to read this proclamation, John, and then present it to you on behalf of Mayor Koos. "Whereas: After 21 years of extraordinary public service, Mr. John M. Zeunik has decided to retire from his position as County Administrator of McLean County, Illinois; and Whereas: During his remarkable tenure as the County's chief administrative officer, Mr. Zeunik realized numerous accomplishments that have resulted in significant and long-term benefit to all of the residents of McLean County; and Whereas: During his many years of service to the citizens of McLean County, Mr. Zeunik developed and managed several major capital projects, including an addition to and renovation of the Law and Justice Center, a new Juvenile Detention Center, creation of a new Health Department facility, and a renovation of the current Government Center building; and Whereas: Mr. Zeunik has worked successfully with the Illinois General Assembly and the United States Congress on a number of issues affecting McLean County, including the development of a County Drug Court, expansion of the Airport Authority Board, funding for the Children's Advocacy Center, funding the purchase of public safety communications equipment, County taxation initiatives, and numerous other intergovernmental projects; and Whereas: Mr.



Zeunik has served as Chairperson of the MetCom Operations Board and, in that capacity, successfully guided that agency through a series of complex and difficult issues and has been in large part responsible for the development of that organization into the highly effective and efficient interagency emergency communications system that it is today; and Whereas: Mr. Zeunik took a leadership role in the very successful implementation of the Starcom 21 public safety radio communication system in McLean County - a system that is now being used by nearly every police, fire, and emergency medical agency within the County; and Whereas: Mr. Zeunik has steadfastly worked to give back to the field of Public Administration and to nurture aspiring local government professionals through his classroom teaching at Illinois State University, Illinois Wesleyan University and Eureka College; and Whereas: The residents of the Town of Normal will forever benefit from the lasting impacts of Mr. Zeunik's extraordinary public service career here in McLean County; now, therefore, I, Christopher Koos, Mayor of the Town of Normal, Illinois, do hereby proclaim Tuesday, May 19, 2009 as John M. Zeunik Appreciation Day in the Town of Normal, and I hereby urge all citizens of Normal to recognize Mr. Zeunik's extraordinary commitment to public service and to applaud his numerous accomplishments while serving as County Administrator of McLean County.

Mr. Zeunik stated: Thank you very much, Mark. One very, very brief comment that I would make in response to this recognition from the Town of Normal, one of the strongest and most important clauses in the 1970 Illinois Constitution is the provision that pertains to intergovernmental cooperation. When I arrived in McLean County in May of 1988 I quickly learned how important that issue was to local governments in the County. I would hope that we never lose sight of that. There is so much that units of government can do together than separately, and I've been very fortunate to work with an outstanding County Board and to have opportunity to work closely with the Mayors of Bloomington and Normal, and with the two City Managers over the years. It is not about what I've done, it's about what all of us can do together today and in the future and hopefully that will continue. So again, thank you very much.

Chairman Sorensen stated: It is appropriate that the Board would recognize some key Department Heads and a couple of employees who have served directly the County Board over the years. I will point Members however to an invitation at their places to a reception this coming Friday to recognize all of the 620 years of service that will be leaving McLean County at the end of this pay period in the form of retirement. We certainly congratulate all of those, but there are some people we would like to recognize formally in front of the Board today.

The first one is Mr. Don Newby, I would ask Don to come up. I'll never forget when I was first elected to the Board. I think Don may have been the first person I heard from. He said "Where exactly out in the middle of nowhere do you live?" As Board Members know they deliver the packets to us and Don is a big part of making sure that happens. As well as serving the Board directly to make sure that our meeting facilities are in order, that there is enough seating available for Zoning Board of Appeals Hearings, which is sometimes easier and sometimes harder. With that we have a plaque that we would love to present to you.

Donald O. Newby, in special recognition for your service to the County Board of McLean County at the Old Courthouse, the Law and Justice Center, and the Government Center from January 6<sup>th</sup> 1977 through May 22<sup>nd</sup> 2009. On behalf of the citizens of McLean County, McLean County Board expresses appreciation and gratitude for your services to the McLean County Board, McLean County government and for your dedicated efforts to improve the quality of life for all citizens of McLean County, presented this 19<sup>th</sup> day of May, 2009.



Don congratulations on your retirement.

Mr. Newby stated: I'd just like to say thank you. When I started in 1977, I didn't know I would still be around, but I am very glad. We've had a lot of nice Board Members over the past years, I appreciate everything. Thank you.

Chairman Sorensen stated: Bill Yoder, I understand you have some comments to make, and then I will ask Tari Renner to come forward.

Mr. Yoder stated: Good morning everybody. I do not have a presentation of any plaque or anything thereof, we already made that presentation within the State's Attorney's Office and so I will not be handing anything to Mr. Ruud. I do want to say a few words and I want to thank you for the opportunity to make a couple comments to this Board, to the people present.

First I want to address John Zeunik, you know I can't imagine having come into the position of State's Attorney and not having someone like John Zeunik there to give me the feedback I needed at the time coming in and not understanding a lot of things that I understand today as a result of John Zeunik. You know the Cubs have their "Big Z", Carlos Zambrano. John Zeunik is the "Big Z" of McLean County. A few of us had lunch with him, he does not like, and I don't think he wanted a whole lot of individual attention or group attention. So a few of us took him out the other day and we gave him a little gift I think he is going to enjoy sometime here down the road. Thank you, thank you John for what you've done for me. I think if Nancy Frolick knew many, many years ago when she brought you in as County Administrator the great service you were going to provide for McLean County everyone would have been proud as we are today.

Now I want to talk about my First Civil Assistant. Twenty-eight years ago Ron Dozier had a great little piece of insight he pulled a brand new Assistant State's Attorney aside and he said "Eric you know I hired you because you could play softball, specifically second base." Ron pulled him in and in his interview he said "Can you play second base?" And Eric said "Well, yeah." So he says "You're hired." So a few months later Ron Dozier says to him "Eric, are you interested in going over and becoming my Civil Assistant?" And Eric says "No, not really I don't want to do it." And Ron said "Do you have another job somewhere?" I think Eric said "No, so I'll be your Civil Assistant." And now 28 years later, what a great decision that was, forced as it was at the time.

Seven years ago when the State's Attorney position we knew was going to become vacant, in December of 2002, seven years ago at this time is when I had decided I wanted that position, I wanted to seek that position, I wanted to be this County's State's Attorney. One of the first people, in fact the first person I went and spoke to was Eric Ruud, a good friend, someone I'd known for many years. I said Eric, I want to be State's Attorney of McLean County, but before I announce that publicly I want to make sure you are going to be there as First Civil Assistant, because I don't want to come in there and have to pull some young State's Attorney aside.

Eric had turned this Civil Division into one of the most respected, if not the most respected Civil Divisions in the State of Illinois. More State's Attorney's call him, than just me, for advice. He gets calls from State's Attorney's state-wide saying "I've the most obscure problem I've ever had to deal with have you ever dealt with this?" Eric's saying "Well yeah, and here's what I've done to deal with that situation" or "here is someone you can call that has dealt with that situation". Eric is a wonderful resource for the County and for other counties besides just ours. So today after



serving 3 State's Attorney's, having created the best Civil Division in the State of Illinois, having served countless different Board Members in their service to McLean County and guidance to them, and having, I can't even begin to count, good stories to tell about things that have happened in the past. I'm proud to call you a good friend and I'm thankful for what you've done for this County. Thanks, Eric.

Member Renner stated: Well I don't have quite the colorful stories for Eric. Eric you've been just an incredible inspiration in so many different ways and always anytime I wanted questions, you were there to give straight advice, and not only legal advice. I believe it was about two years ago, we were talking about zoning or something, I don't remember what. We've also chatted about kids and children growing up and at one point you'd heard my youngest son playing roomscape. You said "Is your son playing roomscape?" I have that x'd into my brain, I can't believe this. It's a virtual game where kids go through virtual medieval villages. I told him "you need to go to school or you will be cut out of the will". I was thinking about you this morning. Thinking gosh, I remember that Eric knows this all too well. Certainly, on a professional as well as personal, we are really going to miss you Eric. So now I read in the form of script.

McLean County, in special recognition of Eric T. Ruud, for 28 years of service to the citizens of McLean County as Civil State's Attorney of McLean County from May 1, 1982 through May 22, 2009. On behalf of the citizens of McLean County, the McLean County Board expresses appreciation and gratitude for your services to the County Board, McLean County government, and for your dedicated efforts to improve the quality of life for all citizens of McLean County, presented this day, the 19<sup>th</sup> of May 2009.

Mr. Ruud stated: Thank you. Oh boy, how do I keep this short? Spelled my name right and everything. Well, it all began; this is part of my story. It came down to a very important wise decision being made by then County Board Chairman Roscoe McPheran, then County Administrator Bam Peterson, and Jackie's husband, then State's Attorney Ron Dozier. It was important and preferable to house an Assistant State's Attorney with the County Administrator's Office. In the olden days the guy that did, notice I said guy, it was all guys back then that did the civil work, was the guy that was burnt out doing jury trials on criminal cases, and needed about a month off. So he was the guy that Bam Peterson would contact and say "Can you do a contract for me? Can you take a look at this proposed ordinance?" That was no way to do business then and certainly would be impossible to do business like that now. As my boss told you I wasn't too keen on moving out of the Criminal Division, I was on track to do felonies and everything else. When given no other options, I decided I'll go ahead and do it. This is going to work out great because it got me out of the office, because I was in the County Administrator's Office in the Old Courthouse. That was enjoyable because I didn't have to do misdemeanor screening every Wednesday afternoon.

A great relationship, a symbiotic relationship then grew and formed not only with Bam Peterson but also the acting County Administrator, Mr. Don Lee, and the other old timer here, John Zeunik. Who on the first day I meet him, I forget who it was, "Oh by the way Eric, we'd like you to review John's contract before he signs it". I said "Well when do we need to have that done?" John said "Now would be a pretty good time". I'll never forget that. So I did and said yep it looks pretty good to me, and boy was that a great decision. There are so many stories I can tell, and I'm not going to, but I can share them with you when you come and visit us on Friday from 1:00 p.m. to 4:30 p.m. in this very room. I would like to thank everyone that has had confidence in me; I had



to learn the job. Pablo's shaking in his boots a little bit because he just got done with a murder trial and now he is going to be doing civil work. You learn as you go, it's called the practice of law anyway. I appreciate the confidence you put in me and also your successors Mr. Dozier and Mr. Reynard, in allowing me to continue in this position that I've always loved and will always cherish for the rest of my life. There is something new every day. I said to myself once, the moment I get up in the morning and get out of bed and it's not fun to come to work anymore, I'm going to leave. Then I had to change that and say, well the moment I get up and it's not fun to come to work anymore or when the County offers early retirement and a five year buyout, then I'm going to leave. I've been stressed about it and I'm still a little concerned about it, but the decision is made. You are going to be in great hands with Mr. Pablo Eaves and Hannah Eisner, with 20 years experience being the Assistant Corporation Council for the City of Bloomington. I love this job, I love working with all of you and I will share many wonderful memories. Thank you.

Chairman Sorensen stated: I'd like to invite Member Duane Moss and Mr. Bob Keller to the podium please.

Member Moss stated: I've had the pleasure that many of you have not in working with Mr. Keller on a regular basis in my role as a Member of the Board of Health. His leadership became clearly visible within days of my appointment to that Board. He took the initiative to call me into his office before I could even ask and went through everything I needed to know about the Board of Health, how things worked, the issues coming before the Board, and I really, really appreciated that. His leadership was visible to me right off the bat and I think to most of you as well.

I have a plaque to present to you Mr. Keller.

In special recognition of Robert J. Keller, for 28 years 8 months of service to the citizens of McLean County as Executive Assistant, Mental Health Coordinator, and from January 7<sup>th</sup>, 1991 through May 22<sup>nd</sup>, 2009 as Health Department Administrator. On behalf of the citizens of McLean County, the McLean County Board expresses appreciation and gratitude for your accomplishments and contributions to improving the programs and services offered by the McLean County Health Department, and for your dedicated effort to improve the quality of life for all citizens of McLean County, presented this day the 19<sup>th</sup> of May 2009. Congratulations.

Mr. Keller stated: Thank you Duane and Members of the McLean County Board and John. When you are about third or fourth in succession here everything has been said. I do want to say that I also had a unique experience over the years, and Eric and I have known each other for a number of years, playing softball. Actually, the first team Eric played on he actually came to a team that I was playing on and we made a trade for a six pack of beer. I don't know if we got the better end of it or they did. We played softball together since what about 1983-4? Until we couldn't handle it anymore, both of us.

I do want to say that my experience with McLean County has been absolutely wonderful. I go throughout the State through State Associations and I listen to my colleagues talk about their contentious relationships with their County Boards and I smile and I say that's not the case in McLean County. I think a lot of that is attributable to John Zeunik and the professionalism. We have the ability to work with a professional Administrator and have that ability to work on a day to day basis. I think you have something unique here and I don't think you should forget it, because whatever you have done to retain John, every step of the way, everything you did was well worth it in our organization. As I look back over the 28 years plus that I've had the pleasure of working



in the public health field of McLean County, there are a lot of memories I have. I also will not recount those, again maybe Friday we can do some of them. Some of them are humorous, Eric and I have gone round and around, animal control cases, dog bites and you name it. His job is as varied as mine is. I want to indicate that this is a special place, this has been a special experience, this is a job that I love and it's really got something to say with gratitude if you can get up every morning and go to a job that you really feel a sense professional accomplishment with and I've felt that in this job. I'm not leaving with any regrets. I'm going forward, and as I told Eric, we stared together playing softball, now I'm going to throw pebbles at his window to go out and run in the morning. I talked to Brenda and she said let's get these guys out and run, so I'm going to start him on the pain train. Thank you very much, I appreciate it.

Chairman Sorensen stated: I'd like to invite Vice Chairman Owens and Mr. Don Lee to the podium please.

Vice Chairman Owens stated: Thank you, Mr. Chairman, when I was out at the nursing home on Friday they had a little party for Mr. Lee out there and I made the comment, "I will see you on Tuesday", and he was like, "no the retirement party is on Friday". I said, "No we will see you on Tuesday. You don't get off that easy." At the time I said, "I want you to bring yourself and your interim with you so you can introduce him around to some of the Members". That's how we got him here today.

The nursing home is on a different pay schedule so Don Lee's last day was on Friday. I don't have any big stories to say but I do remember going to visit, at the time, County Board Member Duffy Bass when he was in the nursing home on rehab. I sat down with him and asked him "How is it here?" He said, "Don runs a great ship, I really don't have any complaints. The only complaint is they feed us too much. I can't eat all this." I told him, "I'll see what we can do." Of course the next meeting I pulled Don aside and said "Is there a reason why you are feeding him so much food?" He said "Well that is all done by the State; they look at that, that is where we go from." I reported back to Duffy saying "You've got to eat your vegetables." Again, you do, hearing from various County Board Members around the State, a lot of people when they hear you have a nursing home say "Why on earth would you still have nursing home? Get out of the business." Many counties are trying to get rid of them. That is not the case in McLean County; we thank Mr. Lee for that. It's because we have a good administrative team that we have such a successful facility with not only good administrators but also a good staff. So with that.

McLean County, in special recognition of Don Lee, for 31 years 6 months of service, to the citizens of McLean County, as Nursing Home Administrator from November 15, 1977 through May 15, 2009 on behalf of the citizens of McLean County, the McLean County Board expresses appreciation and gratitude for your accomplishments and contributions to improving the programs and services offered at the McLean County Nursing Home and for your dedicated efforts to improve the quality of life for all citizens of McLean County, presented this 19<sup>th</sup> day of May 2009.

Mr. Lee stated: I would like to thank you for this honor and for all of the kind words you have said. I've heard enough kind words in the past week that I don't even recognize the person people are talking about. I do want to say I appreciate the working relationship I've had with the County Board and with County Administration over the years. I feel your nursing home is a very good nursing home; there aren't many of us left in the State. It is a service that you people provide for the citizens that you are not mandated in County government. Over the years we've had our ups and downs, we haven't always been financially successful every year. We try and save up for a



rainy day when those situations occur. I do want to say that over the 30 years that I've been at the nursing home I can't ever recall a time that I didn't feel I had the support of the County Board behind the nursing home and behind me. You've never denied anything that the Nursing Home needed. I thank you for that; you've made my job and my 30 years here very easy. Thank you very much.

Chairman Sorensen stated: I'm going to sneak in here before the last presentation. John, as people think about the traits that are equated with a truly superior people, in their chosen field, they think about technical expertise, institutional memory, completeness of work product, and thought process. You have no doubt demonstrated all of those things over the years. What occurs to me is that's the price of admission for true professionals. The qualities that I find in you are the difference between good leader and great leader. You have been and are a great leader. You have demonstrated in amazing capacity to be diplomatic, fair, and unbiased. Regardless of the number of the bad ideas that I or my fellow Board Members have had over the years, you have persevered the appearance of sincere interest and engaged in earnest dialogue. As you have tried to guide us back to the sensible path. You are the most humble and unassuming person that I have ever had the pleasure to work. In a business that is overloaded with egos and a need for public recognition, you have always found it most effective to drive from the back seat. Never have I seen you seek public recognition or personal reward that your talents so richly deserve. You have defined what it is to be a true professional. In your personal presentation, your demeanor, and your balance of counsel and consistency of prospective, you have shown all around you how to raise the bar of what we expect of ourselves, and what we should be able to expect of each other. John I am better for having had the opportunity to work with you, to learn this job that I now have from you and to serve with you. The employees and other Elected Officials of McLean County are better for it. The residents of McLean County probably do not know it but live in a better place as a result of the time you have spent here in McLean County, although, I have a hunch that is exactly how you wanted it. John, congratulations, I'm going to invite Paul Segobiano forward to make a formal presentation.

Member Segobiano stated: Before you on your desk, each one of us has a list of retirees. It totals 620 years, and if you want to find a way to date yourself, I think that list dated me. I think I was here before them and I'm here after they are gone. Sometimes people ask me "You've been on the Board a long time, what was your biggest accomplishment? When you look back, how did you help move County government?" I tell everybody it wasn't bricks and mortar; it was the opportunity when I was asked to serve on the selection committee, to bring a new Administrator to McLean County. That, I considered my best accomplishment, because as we went through the process of eliminating those who had applied for the position, the late and good friend Bill Lawrence sat on the committee, and we would say "Who's on your list? Who do you have as number one?" I like this guy from Chicago, but I don't know if we can hire him or not. Well why not? Well because he's from Chicago you know. I don't know how that will play here in McLean County. We got down to the final three and Bill said to me, he had a famous quote, tell me in 25 words or less, but he said "What do you have Sego?" I said, I like this guy from Chicago, but I don't think we are going to be able to hire him. It was a pretty hefty discussion about who we were going to hire. Twenty-one years later McLean County is an envious position in the State of Illinois because that committee made the right selection to bring the right man to McLean County.

I had the opportunity earlier to congratulate Eric, Don Lee, Bob Keller, and the others who are retiring today but as this gentleman behind me, that's usually where he is behind the scene, which helped bring these people on board and make McLean County government the envy of the State of Illinois. In all due respect to Peoria, Illinois but we need to take the leadership that John Zeunik has provided to each and every one of us. I can't begin to count the privilege I've had



serving with a number of County Board Members over the years. I think you know when we brought our latest State's Attorney on board and he made a presentation to the Executive Committee and I talked to John later on, this was the man for the job. It's through the leadership that John has provided each and every one of us. I think you know that if we take anything from John's service, if you ask John Zeunik questions make sure you have a chair because he is going to give you a thorough and lengthy answer. There is no unknowns left behind, 21 years later after making the decision, I'm here, he's going to be gone but he's going to be in the community continuing to provide his expertise and making McLean County even better than he found it.

McLean County, special recognition of John M. Zeunik for 21 years of service to the citizens of McLean County as County Administrator from May 23, 1988 to May 22, 2009 on behalf of the citizens of McLean County the McLean County Board express appreciation and gratitude for your accomplishments and your contributions to improving the programs and services offered by McLean County government and for your dedicated efforts to improve the quality of life of all citizens of McLean County, presented this day the 19<sup>th</sup> of May 2009.

Truly a dear friend of McLean County. Congratulations, John.

Mr. Zeunik stated: Other than presenting the budget messages, this is probably the most I've ever spoken to the County Board. Twenty-one years, that's 252 meetings of the County Board, 11 organizational meetings, and two special meetings during that tenure. I've had the pleasure of working with 62 County Board Members over the 21 years, 25 County-wide Elected Officials, 48 appointed Department Heads, 5 Chief Judges and what I would say again and I've said it before it is not about me.

My first job in local government it was in Cook County. I worked as the assistant for the Chief Administrative Officer for Cook County, Illinois. That gentleman was a full bird Colonel in the US Army Reserve and he had been in that position for many, many years in Cook County government and he is a mentor to me and one of the things he said early on in my career was if you surround yourself with the best people they will make your job easy and they will make you look better than you really are. In McLean County, we have had over the years, the best people. It has been a true privilege and honor for me to work for four outstanding County Board Chairman, Nancy Frolick, Gary Riss, Mike Sweeney, and now Matt Sorensen. It's been an honor and a privilege to work with Don Lee, Bob Keller. To work with Eric Ruud, to have Don Newby available any time of the day to help with County Board related issues, little things like that. I could go on and on and on, I could name all of the appointed Department Heads and all County-wide Elected Officials I have worked with, and all 62 Board Members. Again, Matt made an important point something I noticed early on when I came to McLean County. I give Nancy Frolick a lot of credit for this, she set the bar. She decided early on that this County was going to be different and that we were going to operate in a manner unlike any other county in Illinois and I was pleased to know that that bar was set high and to know what the expectations were. This Board has continued to do that and as long as the Board sets the bar and challenges the appointed Department Heads and the Elected Officials to meet that standard, this County will always be the best county in Illinois. Thank you very much.

Chairman Sorensen stated: Congratulations to everyone again.

#### **Consent Agenda:**

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



## Consent Agenda

- A. Approval of the Proceedings of the County Board, April 21, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
  - 1) Items to be Presented to the Board:
    - a) Request Approval of a Resolution and Letting Results from the April 15, 2009 Township 2009 MFT Maintenance Sections
    - b) Request Approval of a Resolution and Letting Results from the April 29, 2009 Township 2009 MFT Maintenance Sections
    - c) Request Approval of a Resolution and Letting Results from the April 29, 2009 County Equipment Letting
    - d) Request Approval of 4-way Stop Resolution for Gillum Road (CH 29) and Downs Road (CH 36)
    - e) Request Approval of Ordinance for Altered Speed Zone – County Highway 29 at Towanda Overpass
    - f) Request Approval of West Road District – Joint Culvert Petition
      - (1) 2009 West RD Joint Culvert – 325 North Rd.
    - g) Request Approval of Hudson Road District – Joint Culvert Petition
      - (1) 2009 Hudson RD Joint Culvert – 1395 East Rd.
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the application of US Cellular for a special use in case SU-09-04 to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District on property which is located in Blue Mound Township, adjacent to the Village of Cooksville, immediately north of IL Route 165 and approximately 290 feet west of Jeffery Street.
    - b) Request Approval of the application of US Cellular for a special use in case SU-09-05 to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District on property which is located in Towanda Township, in the unincorporated Village of Merna, approximately 390 feet east of Route 165 and approximately 450 feet south of 1600 North Road



- 2) Subdivision Cases:
  - a) Request Approval the application of White Oak Energy, LLC in case S-09-02 for a waiver of preliminary plan requirements and a two lot final subdivision plat for White Oak Wind Energy Subdivision. The two proposed lots are located in White Oak Township at 11827 E 2100 North Road and 11761 E 2100 North Road, Carlock, IL.

D. Transfer Ordinances

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

- 1) Executive Committee
  - a) Request Approval to Award the Cabling Bid for floors 3-4-5 in the Law and Justice Center to Heart Technologies – Information Services
- 2) Justice Committee
  - a) Request approval of a contract between Harvey C. Welch, Special Public Defender, and the Public Defender's Office – Public Defender's Office
  - b) Request approval of a contract between Terry W. Dodds, Special Public Defender, and the Public Defender's Office – Public Defender's Office
  - c) Request Approval of a Resolution of the McLean County Board Authorizing the Circuit Court Clerk to Obtain a County Issued Credit Card
  - d) Request Approval of 2009 Illinois Emergency Management Agency TCIP Interoperable Emergency Communications Grant – EMA

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

- 1) REAPPOINTMENTS:

**McLEAN COUNTY BOARD OF REVIEW**

Mr. Steve Whelan  
16 Independence Square  
Bloomington, IL 61704  
(Two-year term to expire on June 1, 2011)

- 2) APPOINTMENTS:  
None

- 3) RESIGNATIONS  
None

F. Approval of Resolutions of Congratulations and Commendation



**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**  
**FOR AWARD OF ROAD DISTRICT MOTOR FUEL TAX PROJECTS**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 5, 2009, for a letting held on April 15, 2009 for Twenty-six (26) Road District 2009 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on May 5, 2009 at their regular meeting, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

**2009 ROAD DISTRICT MFT MAINTENANCE SECTIONS:**

**Steffens 3-D Construction, Inc, 2503 CR 1250 North, El Paso, Illinois 61738, was the successful bidder on the following sections:**

Allin RD.....	Sec 09-01000-00-GM .....	GR 1A	@	\$14,355.00
Anchor RD.....	Sec 09-02000-00-GM .....	GR 2A	@	\$54,398.00
Blue Mound RD.....	Sec 09-07000-00-GM .....	GR 2	@	\$58,185.00
Cheney's Grove RD.....	Sec 09-08000-00-GM .....	GR 2A	@	\$56,111.32
Dale RD.....	Sec 09-11000-00-GM .....	GR 2	@	\$88,685.00
Danvers RD.....	Sec 09-12000-00-GM .....	GR 2	@	\$96,300.00
Dawson RD.....	Sec 09-13000-00-GM .....	GR 2	@	\$31,131.50
Hudson RD.....	Sec 09-19000-00-GM .....	GR 2A	@	\$50,800.00
Lexington RD.....	Sec 09-21000-00-GM .....	GR 2	@	\$16,965.00
Martin RD.....	Sec 09-22000-00-GM .....	GR 2A	@	\$64,650.15
Money Creek RD.....	Sec 09-23000-00-GM .....	GR 2	@	\$44,125.00
Old Town RD.....	Sec 09-26000-00-GM .....	GR 2	@	\$188,016.00
Towanda RD.....	Sec 09-28000-00-GM .....	GR 2	@	\$102,470.00
White Oak RD.....	Sec 09-30000-00-GM .....	GR 2	@	\$56,040.00
Yates RD.....	Sec 09-31000-00-GM .....	GR 2	@	\$93,615.00

**Beniach Construction Co Inc, 306 B Southline Rd, PO Box 20, Tuscola, Illinois 61953-0020, was the successful bidder on the following sections:**

Allin RD.....	Sec 09-01000-00-GM .....	GR 2A	@	\$25,622.60
Chenoa RD.....	Sec 09-09000-00-GM .....	GR 2	@	\$45,815.00
Cropsey RD.....	Sec 09-10000-00-GM .....	GR 2A	@	\$30,096.20
Downs RD.....	Sec 09-14000-00-GM .....	GR 2	@	\$51,385.00
Dry Grove RD.....	Sec 09-15000-00-GM .....	GR 2	@	\$59,559.50
Funk's Grove RD.....	Sec 09-17000-00-GM .....	GR 2	@	\$50,556.00
Gridley RD.....	Sec 09-18000-00-GM .....	GR 1A	@	\$27,750.00
		GR 2A	@	\$44,636.61
Mount Hope RD.....	Sec 09-24000-00-GM .....	GR 2	@	\$46,932.00
Randolph RD.....	Sec 09-27000-00-GM .....	GR 2	@	\$51,903.00
West RD.....	Sec 09-29000-00-GM .....	GR 2A	@	\$44,034.40



Emulsicoat, Inc, 705 E University Ave, Urbana, Illinois, 61802 was the successful bidder on the following sections:

Empire RD .....	Sec 09-16000-00-GM .....	GR 17	@	\$28,800.00
Lawndale RD .....	Sec 09-20000-00-GM .....	GR 17	@	\$43,560.00




Matt Sorensen, Chairman (date)

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 19, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19<sup>th</sup> day of May A.D., 2009.

[SEAL}

  
Peggy Ann Milton, McLean County Clerk



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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 5, 2009, for a letting held on April 29, 2009, for two (2) McLean County 2009 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on May 5, 2009,

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

**2009 MFT MAINTENANCE SECTIONS:**

**McLean County..... Sec 09-00000-00-GM..... GR 2**

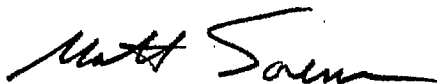
The successful bidder on the above section was:

Beniach Construction Company, Inc ..... \$175,671.50  
306B E Southline Rd, PO Box 20, Tuscola, IL 61953-0020

**McLean County..... Sec 09-00000-00-GM..... GR 11 (Signs)**

The successful bidder on the above section was:

Rocal, Inc ..... \$19,023.65  
3186 CR 550, Frankfort, OH. 45628



\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS       ]  
                                  ]   SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 19, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19<sup>th</sup> day of May A.D., 2009.

[SEAL]



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



**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

WHEREAS, the McLean County Board's 2009 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2009 ¾-Ton Pickup Truck and this purchase will replace the Pickup Truck totaled in an accident on February 9, 2009; and

WHEREAS, McLean County Highway Department receive sealed bids on April 29, 2009; and

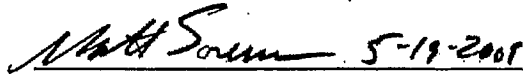
WHEREAS, the Transportation Committee duly approved the bids on May 5, 2009; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bid be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

1 – 2009 ¾-Ton Pickup Truck for \$23,875.00 from ..... Lexington Ford, LLC  
302 S Spencer  
Lexington, IL 61753

Approved by the County Board on May 19, 2009


  
Matt Sorensen (date)  
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 the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on May 19, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 19<sup>th</sup> day of May, A.D., 2009.

[ SEAL ]

  
Peggy Ann Milton  
McLean County Clerk



# McLEAN COUNTY HIGHWAY DEPARTMENT

## Equipment Bid Tabulation

Date of Bids : 4/29/2009 Time: 9:00 AM Item: 3/4 Ton Pickup  
 Trade-In: n/a Present: Eric, Lefe, Mark and Jerry  
 Replaces: \_\_\_\_\_ Date Advertised: 4/15/09

Bidder:	Dennison Corp.	Lexington Ford	Barker Motor co	Geiser Ford
Address:	Bloomington, IL	Lexington, IL	Bloomington, IL	Roanoke, IL
Make:	Ford	Ford	GMC	Ford
Model:	F-250	F-250	Sierra	F-250
Net Price:	\$26,388.00	\$23,875.00	\$29,272.00	\$24,354.99
Delivery:	July-09	July-09	August-09	July-09
Complies Spec's:	X	X	X	X
Does Not Meet Spec's.				
Successful Bidder:		X		

Comments: trailer tow mirrors without heat.

Recommended by Highway Department: Recommend the purchase of one new Ford F-250  
 From Lexington Ford for a Total price of \$23,875.00

Accepted by Transportation Committee:  
 Date:



**A RESOLUTION BY THE McLEAN COUNTY BOARD  
TO INSTALL AN ALL WAY STOP**

WHEREAS, the intersection of the Gillum Road (County Highway 29) and the Downs Road (County Highway 36) has been the site of several accidents, and

WHEREAS, the Illinois Department of Transportation is planning to replace the bridge on US Route 150 just West of Seminary Street in Downs, and

WHEREAS, this bridge replacement is expected to require the closing of US Route 150 for approximately four months, and

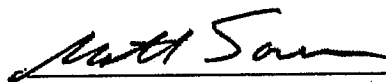
WHEREAS, the closure of US Route 150 is expected to significantly increase the traffic volumes at the intersection of County Highway 29 and County Highway 36, and

WHEREAS, the turning movements at the intersection will become the heaviest traffic volume, and

WHEREAS, the McLean County Highway Department has studied the said intersection and recommended that an all way stop be installed, now

THEREFORE, be it hereby resolved by the McLean County Board that the intersection of the Gillum Road (CH 29) and the Downs Road (CH 36) be an all way stop, and that the McLean County Highway Department is hereby directed to install the appropriate signing at said intersection.

APPROVED:



Matt Sorensen, May 19, 2009  
Chairman, McLean County Board

ATTEST:



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



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

**AN ORDINANCE AND RESOLUTION 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 are greater, or less, respectively, than that considered reasonable and proper on the street or highway, respectively, listed in the Schedule on the reverse side for which McLean County has 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 respective streets or highways listed in the Schedule; and,

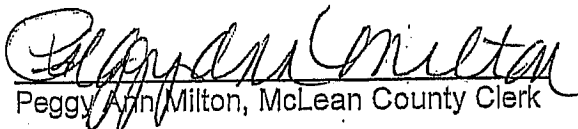
BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon those respective streets and highways described in the Schedule shall be as stated therein; and,

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 and passed this 19<sup>th</sup> day of May, 2009.

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, McLean County Clerk

(SEAL)



# BRIDGE CONSTRUCTION PETITION

sec 2009 West R.D. Joint Culvert

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

2009 West R.D. Joint Culvert Drainage Structure, Located at 325 N Road 3150E

Ladies and Gentlemen:

West Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located on the NE Corner, of the SE  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$  of Section 29, T 21N, R 5E of the 3<sup>rd</sup> P.M., West Road District.

That of the funds appropriated at the November 18<sup>th</sup> meeting of the McLean County Board \$3,250.00 be used as the County's share of the cost of this structure.

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

West Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 6,500.00 and the present structure is inadequate.

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

Respectfully submitted.

Michael Miller  
Highway Commissioner

West Road District

Approved Em Jett  
County Engineer, McLean County, IL

Date: 4/28/2009

ATTEST

Matt Sorensen  
Mr. Matt Sorensen, Board Chairman

Date: 5-19-2009

Peggy Ann Milton  
Peggy Ann Milton, McLean County Clerk



BRIDGE CONSTRUCTION PETITION

Sec 2009 Hudson R.D. Joint Culvert

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

2009 Hudson R.D. Joint Culvert Drainage Structure, Located at 1395 E Road 2525N

Ladies and Gentlemen:

Hudson Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the SE ¼, of the SE ¼ of Section 5, T 25N, R 2E of the 3<sup>rd</sup> P.M., Hudson Road District.

That of the funds appropriated at the November 18<sup>th</sup> meeting of the McLean County Board \$7,000.00 be used as the County's share of the cost of this structure.

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

Hudson Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 14,000.00 and the present structure is inadequate.

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

Respectfully submitted.

Vance Emmert Jr  
Highway Commissioner

Hudson Road District

Approved E. J. [Signature]  
County Engineer, McLean County, IL

Date: 4/30/2009

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: 5-19-2009

Peggy Ann Milton  
Peggy Ann Milton, McLean County Clerk



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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of US Cellular for a special use in case SU-09-04, parcel no. (06) 16-11-376-001 to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District on property which is part of the SW ¼ of Section 11, Township 24N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Blue Mound Township, adjacent to the Village of Cooksville, immediately north of IL Route 165 and approximately 290 feet west of Jeffery Street.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 5, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 2.11 acre property is occupied by a church, is relatively flat and drains to the south. The property has 400 feet of frontage on the north side of IL Route 165 which is an asphalt road 24 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north and west is in the R-1 Single Family Residence District. The land to the south is in the Single Family Residence District within the Village of Cooksville. The land to the east is in part in the Commercial District within the Village of Cooksville and in part in the R-1 District in the unincorporated area of the County. The land to the north and west is in crop production. The land to the south is in part in crop production and in part occupied by a single family residence. The land to the east is in part in crop production and in part occupied by a gas/service station.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is a two acre church property located adjacent to the Village of Cooksville in the R-1 Single Family Residence District. Cell Towers are a permitted use in the Agriculture District and a special use in the R-1 District. The R-1 District that surrounds the town of Cooksville was established in 1966 when zoning was adopted by the County. The proposed cell tower is sited in the rear northeast corner of the property, approximately 160 feet to the east of the church building and approximately 140 feet northwest of a gas/service station. The applicant will lease a 60 foot by 60 foot lot from the church to build a monopole tower 193 feet in height. The tower will have an additional height of five feet to include antennas and a lightning rod.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The subject property is adjacent to a gas/service station and property that is in crop production. The



proposed cell tower is located an adequate distance between a church and a gas/service station to the west and east respectively, and is approximately 40 feet to the closest R-1 property line to the north. The property to the north and west is currently used for crop production and will continue to be suitable for such. The property to south is more than 200 feet from the proposed tower and will continue to be suitable for uses allowed in the R-1 District.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is adjacent to crop production and a gas/service station. The proposed cell tower will not impede residential development of the surrounding properties since it will be located toward the rear of the property and set back approximately 40 feet from the side and rear property lines.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant will need to obtain approval from the County Health Department for the existing septic system that is located on this parcel before a building permit is obtained. The property has 400 feet of frontage on the north side of IL Route 165.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant is proposing to build an additional entrance to provide access to IL Route 165. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from Illinois Department of Transportation (IDOT) for the proposed entrance before a building permit is obtained.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided a sign-off is obtained from the County Health Department for the septic system and provided an entrance permit is obtained from the Illinois Department of Transportation for the proposed entrance before a building permit is issued.

Therefore this Board recommends that a special use be granted on the property described above to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided a sign-off is obtained from the County



Health Department for the septic system and provided an entrance permit is obtained from the Illinois Department of Transportation.

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

Respectfully submitted this 5th day of May 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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



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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of US Cellular for a special use in case SU-09-05, parcel no. (26) 15-25-100-005 to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District on property which is part of the NW ¼ of Section 25, Township 24N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Towanda Township, in the unincorporated Village of Merna, approximately 390 feet east of Route 165 and approximately 450 feet south of 1600 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 5, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 158 acre property is occupied by two farm dwellings and land in crop production, is relatively flat and drains to the south. The property has 2,200 feet of frontage on the east side of IL Route 165 which is an asphalt road 24 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north is in part in the Commercial District and in part the R-1 Single Family Residence District and in part in the Agriculture District. The land to the east, south and west is in part in the R-1 District and in part the Agriculture District. The land to the South and east is in crop production. The land to the west and north is in part occupied by single a family residence and in part crop production.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. Cell Towers are a permitted use in the Agriculture District and a special use in the R-1 District. The R-1 District that surrounds the unincorporated village of Merna was established in 1966 when zoning was adopted by the County. The subject site is a relatively large farm tract. The proposed cell tower is sited behind a machine shed and out of the area of the property that is in crop production. The proposed cell tower is approximately 230 feet to the southeast of the nearest adjacent lot in the R-1 Single Family Residence District and approximately 380 feet from the road.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed cell tower is approximately 230 feet to the southeast of the nearest adjacent lot in the R-1 Single Family Residence District and approximately 380 feet from the road. The property to the north, south, and east is currently used for crop production and has been in such use since 1966 and will continue to be suitable for such. The surrounding R-1 property will continue to be suitable for uses permitted in the R-1 District.



3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is relatively large and the proposed tower is located adjacent to a machine shed. The proposed cell tower will not impede residential development of the surrounding properties since it will be setback approximately 230 feet from the nearest R-1 property line and 380 feet from the public road. Nearby land that is suitable for crop production and residential development will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant will need to obtain approval from the Health Department for the existing septic systems that are located on this parcel before a building permit is issued. The property has approximately 2200 feet of frontage on the east side of IL Route 165.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided a sign-off is obtained from the County Health Department for the septic systems.

Therefore this Board recommends that a special use be granted on the property described above to allow a telecommunication tower (cell tower) in the R-1 Single Family Residence District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided a sign-off is obtained from the County Health Department for the septic systems on the property.

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

Respectfully submitted this 5th day of May 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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



ORDINANCE OF APPROVAL  
OF FINAL PLAT  
White Oak Wind Energy Subdivision, File S-09-02

WHEREAS, White Oak Energy, LLC, has requested a waiver from preliminary plan requirements, has filed an application for approval of a final plat for the White Oak Wind Energy Subdivision, file number S-09-02, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, White Oak Energy, LLC, subdivided two lots for the construction of an electrical substation and an operation and maintenance facility on Lot 1 and an electrical interconnect facility on Lot 2; and

WHEREAS, the lots will contain facilities for use by the proposed White Oak Wind Farm as approved by the County Board in special use case SU-06-19; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

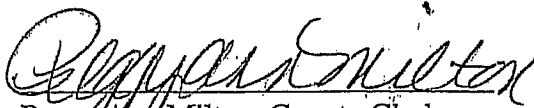
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

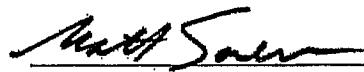
BE IT ORDAINED that the said waiver and final plat for the aforesaid White Oak Wind Energy Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 19<sup>th</sup> day of May, 2009

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board



**McLean County Department of Building and Zoning**

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

**CASE NUMBER S-09-02**

**1. REFERENCE:**

- a. Meeting date: May 7, 2009
- b. Subdivider's name: White Oak Energy, LLC
- c. Subdivision name: White Oak Wind Energy Subdivision

**2. LOCATION AND, LAND USE AND REQUEST:**

- a. Property location: 11827 E 2100 North Road and 11761 E 2100 North Road, Carlock, IL which is immediately north of 2100 North Road and approximately 1/8 mile west of 1200 East Road (County Highway 39)
- b. Township: White Oak Township
- c. Parcel Numbers: (28) 06-36-200-002 & 06-25-400-004
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the White Oak Wind Energy Subdivision
- f. Existing land use: The applicant proposes to set aside two lots for the construction of an electrical substation and an operation and maintenance facility on Lot 1 and an Ameren electrical interconnect facility on Lot 2; both lots will support the future White Oak Wind Farm.

**3. DIMENSIONS & REVIEW:**

- a. Size of Parcel: Lot 1 is 4.39 acres and Lot 2 is 2.3 acres.
- b. County Health Department: Recommends approval of the proposed final plat.
- c. County Highway Department: Recommends approval of the request for the waiver of preliminary plan requirements and the proposed final plat. The White Oak Township Road Commissioner has approved the proposed entrance permits and has signed a plat access certificate.

Staff recommends that a waiver of preliminary plan requirements and the White Oak Wind Energy Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2009  
~~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
-----					
Property Committee					
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0050 LAW & JUSTICE BUILDING				
0850 0001 CAPITALIZED ASSETS		29,847.00			
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0049 COURTHOUSE				
				0850 0001 CAPITALIZED ASSETS	29,847.00-
-----					
		29,847.00			29,847.00-
		=====			=====
Finance Committee					
	FUND 0001 DEPARTMENT 0049 ASSESSMENT OFFICE				
	PGM 0054 PROPERTY ASSESS/RVW/SUPV.				
0750 0004 SOFTWARE LICENSE AGREE		20,012.00			
				0850 0001 CAPITALIZED ASSETS	20,012.00-
-----					
		20,012.00			20,012.00-
		=====			=====

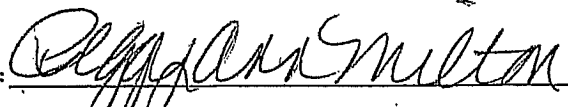
ADOPTED BY THE County Board Of McLean County, Illinois.

THIS 19TH DAY OF MAY , 2009



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:



COUNTY CLERK, MCLEAN COUNTY





**McLEAN COUNTY BOARD**

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

Matt Sorensen  
Chairman

May 14, 2009

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Information Technologies to approve the bid award to Heart Technologies, Inc., 3105 North Main Street, East Peoria, Illinois, for the installation of new data cabling on floors 3, 4 and 5 of the Law and Justice Center. Based on an evaluation of the bids submitted, Heart Technologies, Inc. submitted the lowest competitive bid meeting the bid specifications.

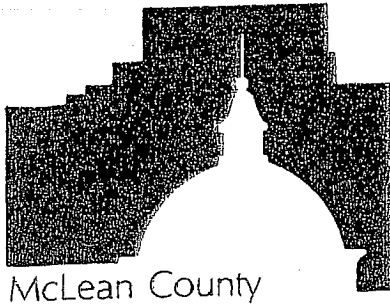
Funds for this purchase have been budgeted and appropriated in the Fiscal Year 2009 Adopted Budget for the Facilities Management Department and in the Circuit Clerk Court Automation Fund.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

<b>District #1</b> Stan Hoselton Don J. Cavallini	<b>District #3</b> Michael F. Sweeney Diane R. Bostic	<b>District #5</b> Waller D. Clark William T. Caisley	<b>District #7</b> John A. Butler Bette Rackauskas	<b>District #9</b> Cathy Ahart Terry Baggett
<b>District #2</b> Matt Sorensen Rick Dean	<b>District #4</b> Ann Harding Duane Moss	<b>District #6</b> George J. Gordon David F. Selzer	<b>District #8</b> Paul R. Segobiano Tari Renner	<b>District #10</b> Benjamin J. Owens Bob Nuckolls

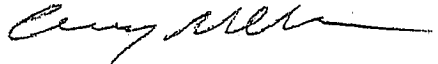


**INFORMATION SERVICES**

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

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

# Memo

**To:** McLean County Executive Committee and McLean County Board**From:** Craig Nelson, Director of Information Technologies **Date:** May 1, 2009**Re:** Request Award of Cabling Bid

Please find attached a summary of pricing received from various vendors in response to a bid that was released seeking the re-cabling of floors 3-4-5 of the Law and Justice Center. The County received five bids.

The summary includes the Base bid which includes replacing all current data outlets on the affected floors; Alternate A is pricing for any outlets we missed or failed to plan for; Alternate B is pricing for network switches required to connect the cabling to the network; Alternate C is pricing for demolition of all existing cabling to be replaced and Alternate D provides new network connectivity for Court Reporters who currently do not have network access.

I am recommending award of the Base bid and all Alternates (A-D) to Heart Technologies, which provided the lowest bid meeting specifications. Besides having the lowest cost, Heart Technologies installed the cabling at the Government Center and our department has been pleased with its stability and performance.

The project will allow all the offices of Law and Justice Center Offices to function on a higher level of cabling (Cat 6 vs. Cat 5), correct the data cabling pathways so that the cabling now reaches the fiber optic backbone on each floor and allow the County's data cabling infrastructure to be well-provisioned for a future phone system conversion to Voice over IP.

The original budget for this project was \$160,000 (General Fund). The bids submitted were well under that budget due to the competitive nature of the economy at this time. After the bid was advertised, the County Board approved a belt-tightening resolution for all Fiscal Year 2009 General Fund budget activities. To take advantage of the favorable bids we received while at the same time minimizing General Fund costs, I met with Circuit Clerk Everhart to explore the possibility of cost-sharing this project between the County General Fund and the Court Automation Fund. After some lengthy discussion, Mr. Everhart agreed this would be a prudent approach and lent his support. The following day, Mr. Everhart, Mr. Lindberg and I met with Chief Judge Robb to outline the project, its benefits and the possibility of allocating some costs to the Courts Automation fund. Chief Judge Robb notified County Administration and myself on April 30<sup>th</sup> of the Court's support in the amount of \$60,000.



Given the competitive nature of the pricing, the support of the Court in cost-sharing, the benefits to be gained and the ability to return a significant amount of the project budget to the General Fund, I would respectfully request that the Executive Committee and County Board approve the low bid and award the project to Heart Technologies, for a total project price of \$101,026 with \$60,000 coming from fund 0140-Court Automation and \$41,026 coming from the General Fund.

I look forward to discussing with you and will be happy to answer any questions you may have.

Thank you



McLean County Cabling Bid Review

Item	Description	Verizon	DM Mattson	Heart	Webtech	Masters
Base Bid	New Planned Drops, Materials, Labor	\$63,718.00	\$74,827.00	\$71,559.00	\$67,400.00	\$69,865.00
Alt. A	Addtl drops w Raceway	\$295.00	\$196.00	\$222.50	\$321.00	\$135.00
	Addtl drops w no Raceway	\$245.00	\$166.00	\$222.50	\$321.00	\$135.00
Alt. B	48 Port Switches (7, POE)	\$57,907.27	\$15,195.00	\$13,996.00	\$30,000.00	\$41,845.00
Alt. C	Demo of Existing Cable	\$7,260.00	\$7,200.00	\$1,392.00	\$4,625.00	\$9,300.00
Alt. D	Court Reporter Cabling	\$1,880.00	\$3,376.00	\$2,670.00	\$5,950.00	\$3,320.00
	* Bid Estimate	\$133,715.27	\$102,558.00	\$91,842.00	\$111,185.00	\$125,680.00
	10% Contingency	\$13,371.53	\$10,255.80	\$9,184.20	\$11,118.50	\$12,568.00
	Project Budget	\$147,086.80	\$112,813.80	\$101,026.20	\$122,303.50	\$138,248.00
	* Estimate includes Base Bid, 10 Alternate A's w Raceway, Alternate B, Alternate C and Alternate D					



## CONTRACT

This Contract, entered into this 19 day of May, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Harvey C. Welch, 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. Harvey C. Welch 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 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 \$1,658.61 per month.

The Special Public Defender agrees to:

1. Harvey C. Welch 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 four (4) felony cases on even-numbered months and a maximum of three (3) felony cases on odd-numbered months, and that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases every two months, those cases shall be assigned as soon as practicable in the following two-month time span; however, the total number of cases assigned shall not exceed 25 cases during this contract period.

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



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 ~~May 1, 2009~~ and terminate on December 31, 2009.  
*June 1, 2009 JFW*

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. Harvey C. Welch  
401 W. Elm Street  
Urbana, IL 61801

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 19 day of \_\_\_\_\_, 2009.

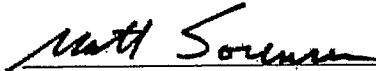
APPROVED:



Harvey C. Welch  
Attorney at Law

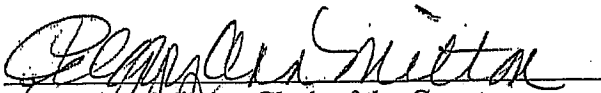


Amy Johnson Davis  
McLean County Public Defender



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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



## CONTRACT

This Contract, entered into this 19 day of May, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, 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. Terry W. Dodds 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 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 \$1,658.61 per month.

The Special Public Defender agrees to:

1. Terry W. Dodds 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 four (4) felony cases on odd-numbered months and three (3) felony cases on even-numbered months, and that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases every two months, those cases shall be assigned as soon as practicable in the following two-month time span; however, the total number of cases assigned shall not exceed 25 cases during this contract period.
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 ~~May 1, 2009~~ and terminate on December 31, 2009.  
*June 1, 2009 TWO*

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. Terry W. Dodds  
624 N. Main Street  
Bloomington, IL 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.

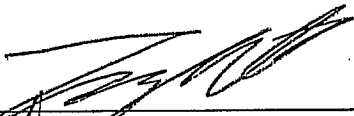
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

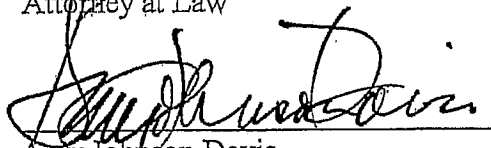
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

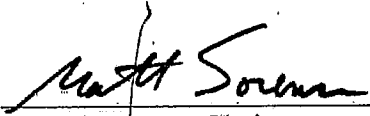


IN WITNESS THEREOF, the parties have affixed their respective signature on the 23<sup>rd</sup> day of April, 2009.

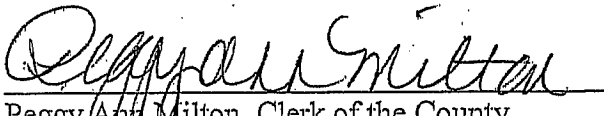
APPROVED:

  
Terry W. Bodds  
Attorney at Law

  
Amy Johnson Davis  
McLean County Public Defender

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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



RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE CIRCUIT COURT CLERK  
TO OBTAIN A COUNTY ISSUED CREDIT CARD

WHEREAS, County offices and departments can purchase certain materials, supplies and services more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, County offices and departments can register for certain conferences, seminars, and workshops more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, the Circuit Court Clerk has determined that a County issued credit card would be useful to purchase certain commodities/products via the internet and to register for approved schooling and conference travel; and,

WHEREAS, it is desirable for the Circuit Court Clerk to obtain a County issued credit card; and,

WHEREAS, the Justice Committee, at its regularly scheduled meeting on Tuesday, May 5, 2009, recommended approval of the request received from the Circuit Court Clerk to obtain a County issued credit card; now, therefore,

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

- (1) The Circuit Court Clerk is hereby authorized to obtain a County issued credit card from Commerce Bank that can be used to purchase materials, supplies and services and to register for certain conferences, seminars, and workshops more efficiently and inexpensively.
- (2) The Circuit Court Clerk is hereby directed to work with the County Auditor's Office to obtain a County issued credit card pursuant to the County Board's approved and adopted policy governing the issuance and use of a County issued credit card.
- (3) The County Clerk is hereby directed to provide a certified copy of this Resolution to the Circuit Court Clerk, the County Auditor and the County Administrator's Office.

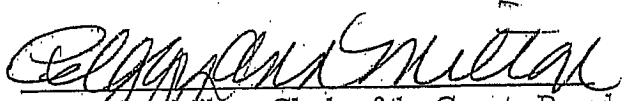


(2)

ADOPTED by the McLean County Board this 19<sup>th</sup> day of May, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board



# McLEAN COUNTY - GRANT INFORMATION FORM

## General Grant Information

<b>Requesting Agency or Department:</b> Emergency Management		<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant	
<b>Granting Agency:</b> IEMA / ITTF / TCIP		<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: April 1, 2009 End: June 30, 2010
<b>Grant Title:</b> Interoperability Communications Grant			
<b>Grant Amount:</b> \$47,000.00		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<b>Match Amount (if applicable):</b> Required Match :\$ Overmatch: \$		<b>Expected Initial Receipt Date:</b>	
<b>Grant Total Amount:</b> \$47,000.00		<b>Source of Matching Funds (if applicable):</b>	
<b>Will it be likely to obtain this grant again next FY?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Grant Costs Information

<b>Will personnel be supported with this grant:</b> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$	<b>Description of equipment to be purchased:</b> To develop a countywide Interoperable Communication Plan. Working with all response agencies  <b>Description of subcontracting costs:</b>  <b>Other requirements or obligations:</b>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
Total Personnel Cost	\$																										
Additional Expenses																											
Subcontractors	\$																										
Equipment	\$																										
Other	\$																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$																										

**Responsible Personnel for Grant Reporting and Oversight:** Curtis Hawk

Curtis Hawk  
Department Head Signature

4/21/09  
Date

Grant Administrator/Coordinator Signature (if different)

Date

## OVERSIGHT COMMITTEE APPROVAL

Chairman

Date

Form Date: 4/21/06



## **NOTICE OF GRANT AGREEMENT**

### **PART I - Notice of Grant Award to McLean County**

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **McLean County**, (Grantee), 104 West Front Street, Bloomington, Illinois 61701-2400.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 **Interoperable Emergency Communications Grant Program (IECGP)**, CFDA #97.001.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$47,000.00** for the period from **April 1, 2009**, to **June 30, 2010**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

### **PART II - Term**

The term of this Grant Agreement shall be from **April 1, 2009**, to **June 30, 2010**.

### **PART III - Scope of Work**

The Grantee agrees to complete the following activities by the conclusion of the performance period. All expenses paid submitted to the Grantor will be directly associated with the implementation of the activities listed in Part III of this agreement.

Develop and enhance interoperability communications; deliver and evaluation training, implement homeland security program; overtimes and backfill for TICP training; conduct an exercise; and implementation of HSEEP.

The Budget Detail Worksheet, provided in Attachment A, outlines the expenditures necessary to complete the Scope of Work (Part III) for this project and for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.



The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$47,000.00.

#### **PART V - Terms and Conditions**

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

**EQUIPMENT:** Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

**METHOD OF COMPENSATION:** The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **June 30, 2010**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to



State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

**REPORTS:** The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

**AUDITS AND INSPECTIONS:** The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This grant agreement is subject to revision as follows:



- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.



SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.



Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

**LIABILITY:** The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

**ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE:** The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

## **PART VI - Assurances**

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment



activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

## **PART VII - Certification**

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.



Under penalties of perjury, I certify that 37-6001569 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent              |
| <input type="checkbox"/> Sole Proprietorship           | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization        |
| <input type="checkbox"/> Corporation                   | (IRC 501(a) only)                                       |
| <input type="checkbox"/> Not-for-profit Corporation    | <input type="checkbox"/> Trust or Estate                |
| <input type="checkbox"/> Medical and Health Care       |   |
| <input type="checkbox"/> Services Provider Corporation |   |

### Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) Abide by the terms of the statement; and
  - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.



- (b) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: McLean County

By: \_\_\_\_\_  
Andrew Velasquez III, Director

By: \_\_\_\_\_  
Matt Sorensen, Chairman

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

08IBCGSPFF

2008 Grant Agreement – McLean County



STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF STEVE WHELAN  
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the expiration of term of Steve Whelan as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,


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

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Steve Whelan as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2011 or until a successor shall have been qualified and appointed.

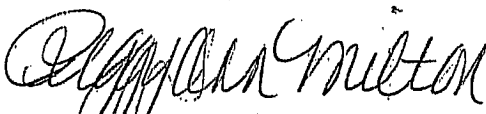
BE IT FURTHER RESOLVED that the County Clerk forward a copy of this Resolution of Reappointment to Steve Whelan, the McLean County Supervisor of Assessments, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of May, 2009.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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



## EXECUTIVE COMMITTEE

Member Owens stated: No items for action. The General Report can be found on pages 53-59 in your packet. The minutes for the McLean County Regional Planning Commission can be found on pages 60-62.



Member Owens, Chairman, presented the following:

## Board Resolution

(Revised 1/05)

Number \_\_\_\_\_

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

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

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

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

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 Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice-Chair) is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice-Chair) is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

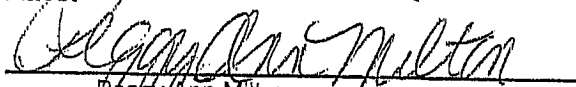
Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice-Chair) is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice-Chair) is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 19<sup>th</sup> day of May, 2009

Attest

Approved:

  
Peggy Ann Milton  
County Clerk  
McLean County, IL

  
Matt Sorensen  
Chair  
McLean County Board



## Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.


Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.


ADOPTED by the County Board of McLean County on the 19th day of May, 2009, and deposited and filed in the office of the County Clerk of said County on that date.

Attest:



Peggy Ann Milton  
County Clerk  
McLean County, IL

Approved:



Matt Sorensen  
Chair  
McLean County Board



# MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois July 1, 2009

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and 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>
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
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038
2003	FORD	ELDORADO	1FDWE35L33HB88076
2005	FORD	ELDORADO	1FDXE45PX5HB31762
2005	FORD	ELDORADO	1FDXE45P15HB26630
2008	FORD	ELDORADO	1FD3E35L98DA13350
2008	FORD	ELDORADO	1FD3E35L08DA13351
2009	FORD	ELDORADO	1FD4E45P88DB38207
2009	FORD	ELDORADO	1FD4E45PX8DB38208
2009	FORD	ELDORADO	1FD4E45P18DB38209

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 24883 Church Street, Chenoa, IL 61726.



1. **TERM** The term of this lease is three years from the date first set out above. The lease term expires on July 1, 2012, 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 \$1,000 comprehensive and \$1,000 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.

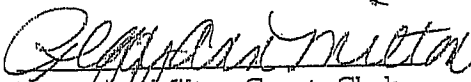
IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

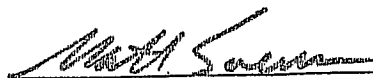
SHOWBUS  
Lessee

\_\_\_\_\_  
Laura Dick, Director/President

ATTEST:

COUNTY OF McLEAN  
Lessor

  
Peggy Ann Milton, County Clerk.  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

Member Owens/Cavallini moved the County Board approve a Request Approval of an IDOT FY 2010 Combined Application, Section 5311 Non-Metro Public Transportation Capital/ Operating Assistance and Intercity Bus Grant and Downstate Urban Area Operating Assistance Grant - Building and Zoning and Request Approval of Purchase of Service Agreement for the Rural General Public Transportation under the Section 5311 Operating and Assistance Program between McLean County and SHOW BUS (FY 2010) - Building and Zoning and Request Approval of Motor Vehicle Lease Agreement effective July 1, 2009 (changing the lessee name from Meadows Mennonite Retirement Community, Inc., d/b/a SHOW BUS to SHOW BUS) - Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Raffles Act, 230 ILCS 15/0.01 et. seq., authorizes units of local government to license and regulate raffles within their jurisdictions and in the manner prescribes therein; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. authorizes public agencies of the State of Illinois to enter into intergovernmental agreements with units of local government; and

WHEREAS, the County of McLean is a unit of local government and the Board of Trustees of Illinois State University ("ISU") is a public agency within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the Illinois State University Foundation ("Foundation") is a registered 501(c)3 charity, managed by an independent volunteer board of directors who are responsible for ensuring gifts are used as donors have directed. The Foundation was created to assist in developing and increasing education opportunities and the facilities of Illinois State University and to receive, hold, and administer gifts with the primary objective of serving the education purposes of the University; and

WHEREAS, the County of McLean has enacted an *Ordinance to License and Regulate Raffles* pursuant to 230 ILCS 15/0.01 et. seq. which operates within all of the area of McLean County outside of the jurisdictional limits of any other public agency and also within the jurisdictional limits of any public agency in McLean County where there is in effect an intergovernmental agreement between the governing body of said public agency and the County Board of McLean County for the licensing of organizations to conduct raffles; and

WHEREAS, it is the desire of ISU, Foundation and the County of McLean to regulate and license raffles conducted within the jurisdictional limits of ISU and those which would be used by the Foundation, and to do so in an expeditious and efficient manner; and

WHEREAS, a transfer of ISU's authority to license and regulate raffles pursuant to 230 ILCS 15/0.01 et. seq., to the County of McLean will provide a means to those ends, now, therefore

IT IS AGREED by and between ISU, Foundation, and the County of McLean as follows:

1. ISU and Foundation transfer their authority to license and regulate raffles within ISU's jurisdictional limits to the County of McLean.
2. The County of McLean accepts this transfer of authority from ISU and Foundation to license and regulate raffles within the jurisdictional limits of ISU.
3. The licensing and regulation of raffles within the jurisdictional limits of ISU and the Foundation on behalf of ISU shall be conducted by the County of McLean



through its *Ordinance to License and Regulate Raffles* enacted April 20, 1982, as amended, and as may be amended from time to time.

4. The County shall be entitled to retain all license fees, fines, and penalties collected pursuant to its licensing and regulation authority under said Ordinance.
5. Either party may terminate this intergovernmental agreement by giving written notice of its intent to do so to the other party. Termination shall take effect thirty (30) days after the delivery of written notice and shall be effective as to all raffles which have not been licensed prior to the effective date.
6. This Agreement is executed pursuant to the authority of 230 ILCS 15/0.01 et. seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED:**

**THE BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY**

\_\_\_\_\_  
Dianne E. Ashby, Vice President

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

**APPROVED:**

**COUNTY OF McLEAN**

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

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

**ATTEST:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa M. Huson, General Counsel  
Illinois State University

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Civil Assistant State's Attorney  
McLean County, Illinois



## THE ILLINOIS STATE UNIVERSITY FOUNDATION

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

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

Member Owens/Hoselton moved the County Board approve a Request Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University to transfer authority to license and Regulate Raffles to the County of McLean from Illinois State University - State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

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

WHEREAS, the Finance Committee, at a meeting on May 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$192,206.00 to fund a contract with Cott Systems to index documents and redact Social Security numbers from documents; now, therefore,

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

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 192,206.00

2. That the County Treasurer is directed to amend the fiscal year 2009 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 30,030.00	\$ 192,206.00	\$222,236.00

3. That the County Auditor is directed to amend the fiscal year 2009 Combined Annual Appropriation and Budget Ordinance by adjusting the following line-item appropriations:

	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
0137-0006-0008-0706.0001			
Contractual Services	\$ 0.00	\$ 192,206.00	\$192,206.00



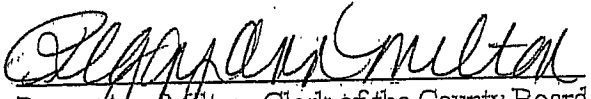
(2)

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

ADOPTED by the McLean County Board this 19<sup>th</sup> day of May, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

ea\_recorder\_doostor\_may09.fin.doc

Member Owens/Rackauskas moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, County Recorder's Document Storage Fund 0137, County Recorder's Office 0006. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



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

WHEREAS, the McLean County Board of Health has recruited a candidate to fill the position of Administrator of the McLean County Health Department, upon the retirement of the incumbent Administrator; and,

WHEREAS, the McLean County Board of Health has requested authorization from the Finance Committee to offer a starting salary at step 45 within the pay range of this position; and,

WHEREAS, the proposed starting salary at step 45 within the pay range for this position exceeds the starting maximum salary permitted for a promotion under the County's adopted Personnel Ordinance and Policy; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, May 6, 2009, recommended approval of the request of the McLean County Board of Health to offer a starting salary at step 45 within the pay range for the position to the candidate recruited to fill the position of Administrator of the McLean County Health Department; now, therefore,

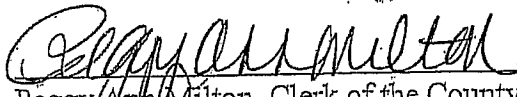
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the McLean County Board of Health is hereby authorized to offer a starting salary at step 45 within the pay range for the position to the candidate recruited to fill the position of Administrator of the McLean County Health Department.
- (2) That the McLean County Board of Health is hereby directed to work with the County Administrator's Office in preparing the salary offer at step 45 within the pay range for the position to the candidate recruited to fill the position of Administrator of the McLean County Health Department.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the President of the McLean County Board of Health, the County Treasurer, and the County Administrator.



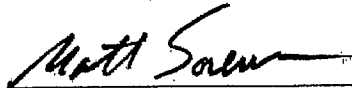
ADOPTED by the McLean County Board this 19th day of May, 2009.

ATTEST:



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

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

Member Wendt stated: I thought that we were not going to try to make a practice of this hiring people above the salary requirement. This is the fourth time, when we did it with Lee Newcom's office, that question was brought up that we didn't want to make it a regular thing. Now this is the fourth one we've done in two months. Are we going to continue to do this? I don't think we should not set precedence.

Member O'Connor stated: As Mr. Wendt said, we keeping bringing these things back and hiring people above our salary schedule. Maybe if we cannot attract people, the candidate that we want or things like that or morale issues, whatever it is. We need to revisit our salary schedule, perhaps it's a bit antiquated and we need to bring it up to what's going on in the business world right now.

Member Wollrab stated: When was the last time we visited the salary schedule?

Chairman Sorensen stated: Perhaps Chairman Owens would like to comment. My perspective is we did a full study a number of years ago, but we do recurring visits any time a department head requests it.

Mr. Zeunik stated: In this particular instance, this is a recommendation that comes from the Board of Health. It relates to the offer of Health Department Administrator and one of the things we looked at in our office was we did a salary survey to look at comparable County Health Departments, and to look at the salary range for the Health Department Administrator and where they were, and found in fact this recommendation that was received from the Board of Health was very much in line in keeping with the comparable Health Departments in Central Illinois.

In addition, as most of you know, the individual that is succeeding Bob is already an employee within County government. Therefore the promotional policy which is a part of the Personnel Ordinance would not apply in this instance, we would not be able to treat him into getting a promotion into that next range because of comparability and the personnel under him that report to him in terms of looking at where the Director's salary should be, the direct reports to that position.



We looked at the position, we looked at comparability. We discussed it with the Chairman of the Board of Health; we discussed it with Mr. Keller and felt this recommendation was certainly an appropriate place for the new administrator to come in as.

Member Caisley stated: Even if we adopt this resolution we will be considerably under the cost of the retiring officer's salary. So we will not be losing a significant portion of the benefits of the early retirement program.

Chairman Sorensen stated: I believe that is correct.

Member Gordon stated: I agree with Member Wollrab, we should keep in mind if not regularly examine the overall salary scale. The other point being that if we don't look at item by item, case by case requests for salaries at excess of starting maximum, the alternative would be to engage in a very costly upgrade of the overall salary scale and in these times that might be a little tricky. Particularly in light of the next item on our agenda, budget policy for 2010, and who knows when things are going to turn around. My point is that a case by case review at the moment in the interest of fiscal prudence seems preferable to me and I am sure all of us preferable to an overall upgrade. Better to look at these in context and Mr. Zeunik has just provided that context. Dr. Stadman's letter indicating the salary level is well below the current compensation level as Member Caisley pointed out. I think the case by case approach is vastly preferable to any other at this time.

Member Segobiano stated: Just a moment ago we applauded John Zeunik and other Department Heads for the leadership for the leadership they have provided McLean County. We've applauded the leadership of the Health Department, the Nursing Home, Don Lee here, and Maintenance and what have you. We are in a very unique situation here where we have a number of people retiring with early buyout and taking with them an awful lot of experience. We need to applaud them likewise for training those who will follow them. I think if we are going to take a look at the salary structure and how we provide the increases for those new Department Heads coming in, we are just about to adopt a policy for the new budget, I think that's time for all committees to sit down and have input into what are we going to do, what kind of policy are we set, are we going to rebuke the current policy? Although I share some of the same concerns, I think that we need to appreciate the leadership the Department Heads for retiring and those they have trained to follow in their footsteps. I think our time to address this issue is when we begin to put together the new budget. Thank you.

Member Moss stated: I just wanted to make it clear that we did not just settle for Mr. Howe, we had dozens of applications for this position from across the State and I think some from out of state. A lot of people want to come here and work for McLean County. This is an enviable position in the State of Illinois. I just wanted to make it clear that we have no shortage of people interested in coming here.

Member Owens/Moss moved the County Board approve a Request Approval of a Resolution of the McLean County Board Authorizing the McLean County Board of Health to Offer a Salary above the Starting Maximum Salary - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Nay: Wendt.



MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

RESOLUTION ESTABLISHING THE BUDGET POLICY  
FOR FISCAL YEAR 2010

WHEREAS, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

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

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

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

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2011-2013, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2010; now, therefore,

**BE IT RESOLVED** by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year 2010 Budget and the proposed Three Year Budget.

**12.21 COUNTY SERVICES**

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

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



## **12.22 REVENUE**

### **12.22-1 Property Tax and Other Revenue**

- (A) Real property taxes and all other 2010 revenues shall be sufficient to meet required expenditures for Fiscal Year 2010, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2010, the County Administrator shall make every effort to hold the 2009 County overall property tax rate as close to the 2008 County overall property tax rate as possible.

### **12.22-2 User Fees and Charges**

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2010 Budget.

### **12.22-3 Intergovernmental Revenue**

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2010 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year 2010, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2011, Fiscal Year 2012, and Fiscal Year 2013 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

### **12.22-4 Enterprise Fund - Nursing Home**

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



## 12.23 FUND BALANCES

### 12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to 10% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History, and for the annual debt service payment due to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.



- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department shall provide sufficient funding to pay 100% of the expected claims' cost and/or the premium cost for the County's Employee Health Benefit Plan.

## **12.24 CONTINGENCY**

### **12.24-1 Contingency**

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2010 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

## **12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES**

### **12.25-1 Capital Improvements**

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2010 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

### **12.25-2 Capital Equipment Purchases**

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital



equipment items shall be consolidated in a single Countywide bid document:

- (1) Purchase of Furnishings/Office Equipment;
  - (2) Lease/Purchase of Office Equipment;
  - (3) Purchase of Computer Equipment;
  - (4) Lease/Purchase of Computer Equipment;
  - (5) Purchase of Computer Software;
- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

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

## **12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS**

### **12.26-1 Administrative Fees for Special Revenue Funds**

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

## **12.27 PERSONNEL**

### **12.27-1 Staffing Levels**

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2010 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

To ~~recognize the~~ ~~prepare for a potential~~ reduction in the overall growth of County revenues as a result of the national economic slowdown and ~~recognizing~~ the need to manage staffing levels, the County Administrator is hereby directed to evaluate all current full-time equivalent staffing levels in every County Office/Department and recommend adjustments in full-time equivalent levels.



The County Administrator shall review employee compensation and the associated costs of employee healthcare benefits and employee pension costs, specifically Social Security (F.I.C.A.) and Illinois Municipal Retirement Fund (I.M.R.F.).

Every County Office/Department shall review its Fiscal Year 2009 Full-Time Equivalent Staffing levels with a goal of justifying every full-time equivalent position and identifying opportunities for savings in all personnel-related expenses for the Fiscal Year 2010 budget.

Every County Office/Department shall work with the County Administrator to develop an accurate Organization Chart that shows the structure and relationships of positions within the department.

It is anticipated that there will be no funding for new positions or reclassifications in the Fiscal Year 2010 Recommended Budget.

Any vacancies that exist or occur will be held vacant for as long as possible without jeopardizing the work of the department within which they exist.

#### **12.27-2 Employee Compensation**

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2010, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on December 18, 2007, shall govern the preparation of the Fiscal Year 2010 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2010 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.



- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year 2009, adopted by the County Board on December 16, 2008, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2010 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- ~~(G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:~~
- ~~(1) the request be approved and the reasons/justification for approval; or~~
  - ~~(2) the request be denied and the reasons/justifications for denial at this time.~~
- ~~(H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:~~
- ~~(1) the request be approved and the reasons/justification for approval; or~~
  - ~~(2) the request be denied and the reasons/justifications for denial at this time.~~
- ~~(I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.~~



~~(J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2009 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2010 budget preparation cycle.~~

(K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

## **12.28 OTHER EXPENDITURES**

### **12.28-1 Spending Levels**

(A) All Fiscal Year 2010 budget requests for the Account Classifications entitled "Supplies" (600's), "Services" (700's), and "Capital Assets" (800's) will be targeted at 98% of 2009 levels for each Account Classification. Any requests beyond this level will need to be fully justified during budget preparation meetings.

## **12.29 COMPLIANCE WITH BUDGET PROCEDURES**

(A) All County offices and departments shall prepare and submit their Fiscal Year 2010 Budget requests in accordance with the Fiscal Year 2010 Budget Calendar (see Schedule A attached).

(B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent 98% of Fiscal Year 2009 budgeted expenditures/revenues less any known non-recurring expenditures.

## **12.30 FISCAL YEAR 2010 BUDGET ADOPTION**

(A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2010 Budget to the County Board for adoption in accordance with the budget calendar.

(B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.



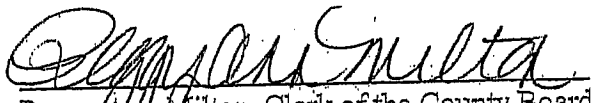
12.31 EFFECTIVE DATE AND REPEAL

- (A) This resolution shall supersede the Fiscal Year 2009 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of May, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

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Member Owens/Segobiano moved the County Board approve a Request Approval of a Resolution Establishing the Budget Policy for Fiscal Year 2010 - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for all departments and agencies within the General Fund 0001; and,

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

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

WHEREAS, the Finance Committee, on Wednesday, May 6<sup>th</sup>, 2009, and the Executive Committee, on Tuesday, 12th, 2009, recommended approval of an Emergency Appropriation Ordinance to reflect these circumstances; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce and otherwise amend the appropriated budgets of the General Fund 0001 departments as follows:

County Board (0001)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0001	0599 0005	EMP. RECREATION BENEFIT	\$8,000.00	\$6,000.00	\$2,000.00
0001	0629 0001	LETTERHEAD/PRINTED FORMS	\$1,500.00	\$500.00	\$1,000.00
0001	0706 0001	CONTRACT SERVICES	\$35,000.00	\$10,000.00	\$25,000.00
0001	0715 0001	DUES AND MEMBERSHIPS	\$15,000.00	\$1,500.00	\$13,500.00
0001	0718 0001	SCHOOLING & CONFERENCES	\$10,000.00	\$2,000.00	\$8,000.00



County Administrator (0002)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0002	0503 0001	FULL-TIME EMPLOYEES SAL.	\$364,920.00	\$20,000.00	\$344,920.00
0002	0620 0001	OPERATING/OFFICE SUPPLIES	\$4,400.00	\$1,000.00	\$3,400.00
0002	0718 0001	SCHOOLING & CONFERENCES	\$3,000.00	\$500.00	\$2,500.00

County Auditor (0003)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0003	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$700.00	\$200.00	\$500.00
0003	0621 0001	NON-MAJOR EQUIPMENT	\$800.00	\$300.00	\$500.00
0003	0701 0001	ADVERTISING/LEGAL NOTICES	\$320.00	\$100.00	\$220.00
0003	0715 0001	DUES AND MEMBERSHIPS	\$1,500.00	\$400.00	\$1,100.00
0003	0718 0001	SCHOOLING & CONFERENCES	\$9,500.00	\$2,000.00	\$7,500.00

County Treasurer (0004)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0004	0526 0001	OVERTIME PAY	\$1,000.00	\$500.00	\$500.00
0004	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$300.00	\$300.00	\$0.00
0004	0628 0001	COPYING EXPENSES	\$300.00	\$300.00	\$0.00
0004	0715 0001	DUES AND MEMBERSHIPS	\$800.00	\$230.00	\$570.00
0004	0718 0001	SCHOOLING & CONFERENCES	\$4,700.00	\$500.00	\$4,200.00
0004	0719 0015	NOTARY BOND	\$100.00	\$100.00	\$0.00

County Clerk (0005)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0006	0621 0001	NON-MAJOR EQUIPMENT	\$2,225.00	\$1,000.00	\$1,225.00
0006	0626 0001	ELECTION SUPPLIES	\$13,500.00	\$7,000.00	\$6,500.00
0006	0629 0001	LETTERHEAD/PRINTED FORMS	\$51,250.00	\$25,000.00	\$26,250.00
0006	0762 0001	ELECTION EXP - SERVICES	\$120,160.00	\$60,000.00	\$60,160.00



County Recorder (0006)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0008	0630 0001	POSTAGE	\$18,150.00	\$1,500.00	\$16,650.00
0008	0718 0001	SCHOOLING & CONFERENCES	\$7,200.00	\$1,500.00	\$5,700.00
0008	0795 0003	TELEPHONE SERVICE	\$3,000.00	\$500.00	\$2,500.00

Circuit Clerk (0015)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0011	0526 0001	OVERTIME PAY	\$4,000.00	\$1,000.00	\$3,000.00
0011	0620 0001	OPERATING/OFFICE SUPPLIES	\$27,750.00	\$500.00	\$27,250.00
0011	0630 0001	POSTAGE	\$43,250.00	\$1,000.00	\$42,250.00
0011	0757 0002	EMPLOYEE MEDICAL EXPENSE	\$250.00	\$250.00	\$0.00
0012	0526 0001	OVERTIME PAY	\$6,000.00	\$5,000.00	\$1,000.00

Circuit Court (0016)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0016	0516 0001	OCCASIONAL/SEASONAL EMP.	\$7,020.00	\$3,600.00	\$3,420.00
0016	0795 0003	TELEPHONE SERVICE	\$31,296.00	\$3,000.00	\$28,296.00

Jury Commission (0018)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0017	0516 0001	OCCASIONAL/SEASONAL EMP.	\$8,463.00	\$4,000.00	\$4,463.00

State's Attorney (0020)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0019	0503 0001	FULL-TIME EMPLOYEES SAL.	\$1,967,222.00	\$30,000.00	\$1,937,222.00



Public Defender (0021)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0023	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$5,265.00	\$4,000.00	\$1,265.00
0023	0621 0001	NON-MAJOR EQUIPMENT	\$3,335.00	\$1,000.00	\$2,335.00
0023	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$1,122.00	\$1,000.00	\$122.00
0023	0628 0001	COPYING EXPENSES	\$4,076.00	\$3,000.00	\$1,076.00
0023	0629 0001	LETTERHEAD/PRINTED FORMS	\$2,329.00	\$1,500.00	\$829.00
0023	0715 0001	DUES AND MEMBERSHIPS	\$4,852.00	\$1,500.00	\$3,352.00
0023	0725 0001	SUBPOENA EXPENSE	\$1,508.00	\$1,000.00	\$508.00
0023	0726 0001	WITNESS EXPENSE	\$2,550.00	\$2,000.00	\$550.00
0023	0793 0001	TRAVEL EXPENSE	\$3,000.00	\$2,000.00	\$1,000.00

Court Services (0022)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0022	0601 0001	CLOTHING/EMPLOYEES	\$1,500.00	\$1,000.00	\$500.00
0022	0601 0002	CLOTHING/NON-EMPLOYEES	\$4,080.00	\$2,000.00	\$2,080.00
0022	0607 0001	FOOD	\$43,760.00	\$2,500.00	\$41,260.00
0022	0610 0001	LINEN AND BEDDING	\$1,020.00	\$500.00	\$520.00
0022	0620 0002	COMPUTER HARDWARE-DP	\$250.00	\$250.00	\$0.00
0022	0621 0001	NON-MAJOR EQUIPMENT	\$3,790.00	\$1,000.00	\$2,790.00
0022	0623 0002	DIETARY UTENSILS	\$500.00	\$250.00	\$250.00
0022	0624 0001	CLEANING SUPPLIES	\$1,300.00	\$500.00	\$800.00
0022	0624 0002	PERSONAL HYGIENE SUPPLIES	\$2,250.00	\$1,000.00	\$1,250.00
0022	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$600.00	\$200.00	\$400.00
0022	0741 0001	OFFICE EQUIP/FURN. MAINT.	\$500.00	\$100.00	\$400.00
0022	0764 0001	LAUNDRY AND CLEANING	\$9,550.00	\$500.00	\$9,050.00
0022	0793 0001	TRAVEL EXPENSE	\$300.00	\$100.00	\$200.00
0022	0795 0003	TELEPHONE SERVICE	\$10,400.00	\$500.00	\$9,900.00
0024	0601 0002	CLOTHING/NON-EMPLOYEES	\$500.00	\$500.00	\$0.00
0024	0607 0001	FOOD	\$3,750.00	\$750.00	\$3,000.00
0024	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$750.00	\$100.00	\$650.00
0024	0621 0001	NON-MAJOR EQUIPMENT	\$1,000.00	\$100.00	\$900.00
0024	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$100.00	\$100.00	\$0.00



0024 0627 0001	PHOTO SUPPLIES/FILM PROC.	\$100.00	\$100.00	\$0.00
0024 0706 0001	CONTRACT SERVICES	\$100.00	\$100.00	\$0.00
0024 0718 0001	SCHOOLING & CONFERENCES	\$7,000.00	\$1,000.00	\$6,000.00
0024 0720 0001	CARE DEPENDENT CHILDREN	\$120,000.00	\$5,000.00	\$115,000.00
0024 0723 0001	PSYCHIATRIC/PSYCHO. EXP.	\$4,000.00	\$1,000.00	\$3,000.00
0024 0741 0001	OFFICE EQUIP/FURN. MAINT.	\$200.00	\$50.00	\$150.00
0024 0752 0001	DENTAL SERVICES	\$100.00	\$100.00	\$0.00
0024 0760 0002	NON-TRAVEL BUSINESS MEALS	\$150.00	\$100.00	\$50.00
0068 0620 0001	OPERATING/OFFICE SUPPLIES	\$1,000.00	\$500.00	\$500.00
0068 0621 0001	NON-MAJOR EQUIPMENT	\$515.00	\$515.00	\$0.00
0068 0629 0001	LETTERHEAD/PRINTED FORMS	\$2,500.00	\$1,000.00	\$1,500.00
0068 0630 0001	POSTAGE	\$1,500.00	\$1,000.00	\$500.00

Sheriff (0029)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0027	0841 0001	PURCHASE OF POLICE EQUIP.	\$14,800.00	\$3,200.00	\$11,600.00
0029	0503 0001	FULL-TIME EMPLOYEES SAL.	\$679,424.00	\$21,828.00	\$657,596.00
0031	0503 0001	FULL-TIME EMPLOYEES SAL.	\$3,204,852.00	\$66,114.00	\$3,138,738.00
0033	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$130,000.00	\$10,000.00	\$120,000.00

Coroner (0031)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0038	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$9,000.00	\$1,500.00	\$7,500.00
0038	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$900.00	\$200.00	\$700.00
0038	0621 0001	NON-MAJOR EQUIPMENT	\$3,500.00	\$800.00	\$2,700.00
0038	0711 0001	MICROFILMING SERVICES	\$6,500.00	\$3,250.00	\$3,250.00
0038	0757 0002	EMPLOYEE MEDICAL EXPENSE	\$500.00	\$200.00	\$300.00

Building & Zoning (0038)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0040	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$3,200.00	\$500.00	\$2,700.00
0040	0706 0001	CONTRACT SERVICES	\$5,000.00	\$2,000.00	\$3,000.00
0040	0718 0001	SCHOOLING & CONFERENCES	\$5,000.00	\$500.00	\$4,500.00
0040	0726 0002	EXPERT WITNESS EXPENSE	\$500.00	\$500.00	\$0.00
0040	0728 0001	TRANSCRIPT EXPENSE	\$500.00	\$500.00	\$0.00



Parks & Recreation (0040)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0042	0790 0004	EQUIPMENT RENTAL	\$10,500.00	\$4,500.00	\$6,000.00
0042	0838 0001	PURCH. MACHINERY & EQUIP.	\$10,000.00	\$10,000.00	\$0.00

Facilities Management (0041)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0022	0801 0001	CAPITAL IMPROVEMENTS	\$5,580.00	\$5,580.00	\$0.00
0045	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$6,000.00	\$1,000.00	\$5,000.00
0046	0601 0001	CLOTHING/EMPLOYEES	\$600.00	\$600.00	\$0.00
0046	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$31,830.00	\$2,500.00	\$29,330.00
0050	0503 0001	FULL-TIME EMPLOYEES SAL.	\$796,868.00	\$3,593.00	\$793,275.00
0050	0601 0001	CLOTHING/EMPLOYEES	\$1,500.00	\$500.00	\$1,000.00
0050	0795 0002	GAS SERVICE	\$175,000.00	\$5,000.00	\$170,000.00
0050	0801 0001	CAPITAL IMPROVEMENTS	\$5,500.00	\$5,500.00	\$0.00
0050	0832 0001	PUR.FURNISHINGS/OFF.EQUIP	\$70,000.00	\$70,000.00	\$0.00
0050	0835 0001	PURCH. KITCH/LNDRY EQUIP.	\$15,000.00	\$11,000.00	\$4,000.00
0050	0838 0001	PURCH. MACHINERY & EQUIP.	\$6,000.00	\$6,000.00	\$0.00
0050	0850 0001	CAPITALIZED ASSETS	\$75,300.00	\$20,000.00	\$55,300.00
0115	0503 0001	FULL-TIME EMPLOYEES SAL.	\$284,909.00	\$15,616.00	\$269,293.00
0115	0526 0001	OVERTIME PAY	\$28,000.00	\$10,000.00	\$18,000.00

Information Technologies (0043)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0047	0706 0001	CONTRACT SERVICES	\$139,000.00	\$18,000.00	\$121,000.00
0047	0795 0005	DATA COMMUNICATIONS (T-1)	\$34,000.00	\$5,000.00	\$29,000.00
0047	0833 0002	PURCHASE/COMPUTER EQUIP.	\$85,000.00	\$20,000.00	\$65,000.00
0047	0850 0001	CAPITALIZED ASSETS	\$115,000.00	\$80,000.00	\$35,000.00



Emergency Management Agency (0047)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0052	0601 0001	CLOTHING/EMPLOYEES	\$1,000.00	\$300.00	\$700.00
0052	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$5,000.00	\$1,000.00	\$4,000.00
0052	0840 0001	PURCHASE OF VEHICLES	\$2,000.00	\$2,000.00	\$0.00

Assessment Office (0049)

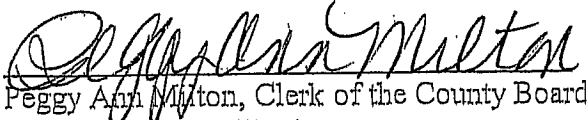
<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0054	0503 0001	FULL-TIME EMPLOYEES SAL.	\$382,581.00	\$19,118.00	\$363,463.00
0054	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$300.00	\$300.00	\$0.00
0054	0706 0006	TEMP EMPLOYMENT SRVC	\$800.00	\$800.00	\$0.00
0054	0718 0001	SCHOOLING & CONFERENCES	\$15,000.00	\$2,000.00	\$13,000.00

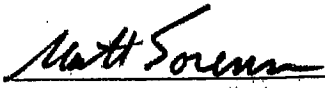
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the departments and agencies herein affected.

ADOPTED by the County Board of McLean County this 19<sup>th</sup> day of May, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Owens/Cavallini moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, General Fund 0001 -County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: On behalf of the Finance Committee, I want to thank County Administration and also the Department Heads that looked at this and worked with the Administrator's Office to bring forth these cuts and we appreciate all the cooperation in this fiscal year we are looking at and we do thank them for that and their hard work.

The General Report can be found on pages 158-176 in your packet.



**JUSTICE COMMITTEE**

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
Circuit Clerk Court Automation Fund 0140**

**WHEREAS**, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk Automation Fund 0140; and,

**WHEREAS**, proposals have been received to complete a project to install new Category 6 data cabling and other necessary related equipment in permanently installed cabling locations in the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Law and Justice Center; and,

**WHEREAS**, completion of this project will enable County Justice agencies to take advantage of improved cable media installed earlier on floors 1, 6 and 7 of the Law and Justice Center as part of the recently completed Law and Justice Center renovation project; and,

**WHEREAS**, said proposals were significantly below staff estimates, and staff recommends proceeding with the wiring project; and,

**WHEREAS**, the Chief Judge and the Circuit Clerk have approved a transfer of \$60,000.00 from the Circuit Clerk Court Automation fund to pay for a portion of the project to install new Category 6 data cabling and other necessary related equipment in permanently installed cabling locations in the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Law and Justice Center; and,

**WHEREAS**, the Justice Committee at a special meeting on May 19, 2009 approved and recommended to the County Board an Emergency Appropriation in the amount of \$60,000 to pay for a portion of the project to install new Category 6 data cabling and other necessary related equipment in permanently installed cabling locations in the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Law and Justice Center; now, therefore,

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

1. That the County Auditor is directed to make the following Emergency Appropriation from the unencumbered fund balance of the Circuit Clerk's Automation Fund 0140:



	ADOPTED		AMENDED
<u>LINE ITEM ACCOUNT</u>	<u>BUDGET</u>	<u>ADD</u>	
<u>BUDGET</u>			

Circuit Clerk			
Court Automation Fund			
Unappropriated Fund Balance			
0140-0015-0014-0400.0000	\$ 841.00	\$ 60,000.00	\$ 60,841.00

2. That the County Auditor is directed to amend the Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, by making the following line-item appropriation adjustments in the Circuit Clerk Court Automation Fund and in the Information Services Department:

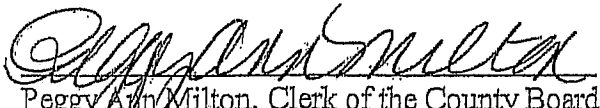
<u>LINE ITEM ACCOUNT</u>	<u>ADOPTED</u> <u>BUDGET</u>	<u>CHANGE</u>	<u>AMENDED</u> <u>BUDGET</u>
Circuit Clerk			
Court Automation Fund			
Transfers to Other Funds			
0140-0015-0014-0999.0001	\$ 89,817.00	\$ 60,000.00	\$149,817.00
Information Services			
Transfers from Other Funds			
001-0043-0047-0450.0011	\$ 96,992.00	\$ 60,000.00	\$156,992.00
Information Services			
Capitalized Assets			
001-0043-0047-0850.0001	\$139,660.00	\$ 60,000.00	\$199,660.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Circuit Clerk, Director of Information Services and the County Administrator.

ADOPTED by the McLean County Board this 19th day of May, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Renner/Rackauskas moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk, Court Automation Fund 0140. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated: The General Report can be found on pages 179-186 in your packet.



LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

**D.M. Mattson, Inc.**

2241 N 200 East Road McLean, Illinois 61754

**FAX**

COVER SHEET

Date May 18, 2009

To: Phil Dick  
Company: McLean Co. Building & Zoning  
Phone #: 309-888-5160  
Fax #: 309-888-5768

From: David Mattson  
Phone #: (309) 874-2700  
Fax #: (309) 874-3193  
Email: david@dmattson.com

**SUBJECT: REZONING**

Phil,

We are withdrawing our request to rezone our property located at:

2241 N. 200 East Rd.  
McLean, IL 61754

Thanks,  
David Mattson

Confidentiality Notice: The documents accompanying this telecopy transmission contain confidential information which is legally privileged. The designated receiver is hereby notified that any disclosure, copying, or distribution is prohibited unless authorized by the sender. If you have received this document in error, please immediately contact us to arrange for the return of the original copy.

NUMBER OF PAGES INCLUDING COVER 1

Fire-CCTV-Access Control-Sound-Nurse Call-Infant Protection-Wandering Patient



Member Gordon stated: Thank you Mr. Chairman, the Land Use Committee brings one item for action, item D 1 a. The Request Approval to Deny the application of David Mattson in case ZA-09-02 for a map amendment. The recommendation to deny comes from the Zoning Board of Appeals, this case as indicated, was tabled at the April 21, 2009 meeting of the McLean County Board. Members found at their place this morning a copy of a fax dated yesterday to Phil Dick from David Mattson indicating "We are withdrawing our request to rezone our property located at 2241 N 200 East Road, McLean, IL. This item has been pulled from the agenda.

Member Caisley stated: I'd like to ask the Land Use and Development Committee to take a look at the special uses that are permitted in the agricultural zone. It seems to me that some contractor shops and offices in an agricultural zone might very well be considered for conditional permitted use depending on the size of the operation. Rezoning this property from agricultural to manufacturing to accommodate the applicant, would truly be a case of spot zoning but it does seem to me that we have a small business here that employees a number of people and that we could take a look at whether contractor shops and offices under Article 6 of the Zoning Ordinance should be looked at and possibly included in conditional permitted use in an agricultural zone.

Member Gordon stated: The Land Use and Development Committee are certainly willing to consider that possibility and consultation, we will look into that.

The General Report can be found on pages 190-193 in your packet.



PROPERTY COMMITTEE

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
County General Fund 0001, Facilities Management Department 0041

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Facilities Management Department; and,

WHEREAS, the McLean County Board, at its regular meeting on Tuesday, April 21, 2009, approved a resolution to make certain prudent budget adjustments, including cancellation of non-essential capital projects; and,

WHEREAS, funds have been identified to cover the costs of an emergency boiler replacement in the Courthouse and a portion of the costs to complete a project to install new Category 6 data cabling and other necessary related equipment in permanently installed cabling locations in the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Law and Justice Center; and,

WHEREAS, \$289,127.00 in the Facilities Management Department budget is not obligated for any essential capital projects; and,

WHEREAS, the Property Committee at a meeting on May 7, 2009, and the Executive Committee, at a meeting on May 12, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$289,127.00 to restore said unobligated funds to the General Fund Unappropriated Fund Balance; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to make the following Emergency Appropriation from the Facilities Management Department Budget to the County board's Unappropriated Fund Balance as follows:

<u>LINE ITEM ACCOUNT</u>	<u>ADOPTED BUDGET</u>	<u>CHANGE</u>	<u>AMENDED BUDGET</u>
Facilities Management Department Law and Justice Center Capitalized Assets 001-0041-0050-0850.0001	\$445,814.00	(\$289,127.00)	\$156,687.00



County Board

Unappropriated Fund Balance

0001-0001-0001-0400.0000 \$ 0.00

\$289,127.00

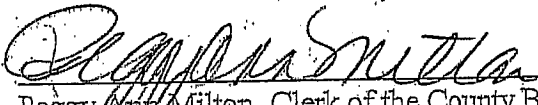
\$289,127.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Circuit Clerk, Director of Information Services, Director of Facilities Management and the County Administrator.

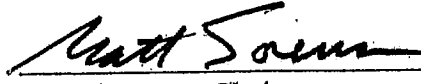
ADOPTED by the McLean County Board this 19th day of May, 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman  
McLean County Board

Member Bostic/Wollrab moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, County General Fund 0001, Facilities Management Department 0041. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated: The General Report can be found on pages 196-202 in your packet.



### TRANSPORTATION COMMITTEE

Member Hoselton, Chairman, presented the following: No items for action.

The General Report can be found on pages 203-210 in your packet.

### REPORT OF THE COUNTY ADMINISTRATOR

Nothing this morning. I would be happy to answer any questions that any Members might have at this time.

### OTHER BUSINESS AND COMMUNICATION

Member Segobiano stated: Thank you Mr. Chairman as we are about to draw this May 19<sup>th</sup> meeting to a conclusion, which also is the conclusion of Mr. Zeunik's tenure here at these Board meetings, I would ask that we all in one last show of appreciation for what John has done for McLean County, rise and give him a round of applause.



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

MCLEAN COUNTY BOARD COMPOSITE

May 19, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$462,799.31	\$462,799.31
Finance	\$50.49	\$795,891.97	\$795,942.46
Human Services	\$31,136.83	\$524,367.64	\$555,504.47
Justice		\$2,106,522.82	\$2,106,522.82
Land Use		\$32,046.72	\$32,046.72
Property	\$14.97	\$341,699.68	\$341,714.65
Transportation		\$410,560.20	\$410,560.20
Health Board		\$478,774.69	\$478,774.69
Disability Board		\$51,269.98	\$51,269.98
T. B. Board		\$25,097.78	\$25,097.78
<b>Total</b>	<b>\$31,202.29</b>	<b>\$5,229,030.79</b>	<b>\$5,260,233.08</b>

  
Matt Sorensen, Chairman  
McLean County Board

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




The meeting was adjourned until June 16, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:00 a.m.

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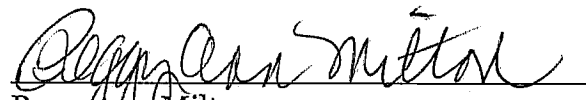
Matt Sorensen  
County Board Chairman

  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19<sup>th</sup> day of May, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11<sup>th</sup> day of June, 2009.

  
PeggyAnn Milton  
McLean County Clerk