

**Proceedings  
of the  
County Board  
October 17, 2000**

**and**

**Proceedings of  
Special Meeting  
of the  
County Board  
November 14, 2000**

**McLean County,  
Illinois**



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October 17, 2000

The McLean County Board met on Tuesday, October 17, 2000 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Gary Riss presiding.

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

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

Members Ray Rodman, Eugene Salch, Paul Segobiano, Joseph Sommer, Matt Sorensen, John Stevens, Michael Sweeney, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, George Gordon, Stan Hoselton, Adam Kinzinger, Parker Lawlis, Esaw Peterson, and Tari Renner.

**The following Members were absent:**

Members Bill Emmett and Jack Pokorney.

**Proceedings of September Meeting:**

The Proceedings of the September 19, 2000 meeting had been submitted to each Member of the County Board prior to this meeting. Members Segobiano/Sommer moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

Mr. Mike Kelleher spoke in opposition to the Miami Indian Tribe's land-based casino and reservation.

**Consent Agenda:**

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

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, Engineer

AUDIT REPORTS\*

- 1) Receive and place on file Audit Report No. 48 -McLean Co. Road Districts
- 2) Receive and place on file Audit Report No. 48 - McLean Co. Township Bridge Program funds
- 3) Receive and place on file Audit Report No. 66 - McLean Co.

\*Complete audits are on file at the County Highway Department Office and the County Clerks Office

RESOLUTIONS:

- a) Taylor Culvert Sec. 2000 Non-MFT
- b) Woods Culvert Sec. 2000 Non-MFT

ENGINEERING AGREEMENTS AND BRIDGE PETITIONS:

- a) Bloomington Road District - Hall Bridge Sec.00-05126-00-Br
- b) Downs Road District - Yolton Bridge Sec.00-14124-00-BR
- c) Gridley Road District - Rinkenberger Bridge Sec. 00-18129-00-BR
- d) Lexington Road District - Kaiser Bridge Sec.00-2130-00-BR
- e) Martin Road District - Monroe Bridge Sec.00-22136-00-BR
- f) Old Town Road District - Rudisill Bridge Sec.00-26132-00-BR

B. Building & Zoning - Charles Wunder, Director

Zoning Cases:

- a) Grant the special use application of Larry and Barbara Carr in case 00-45-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for a child of the owner of an agricultural tract and is located in Dawson Township immediately north of Road 850N approximately ¼ mile east of Road 2850E.
- b) Grant the special use application of Richard Moore in case 00-46-S. He is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for farming purposes and is located in Downs Township immediately southeast of the intersection of Roads 2375E and 350N.
- c) Grant the special use application of Jerome and Tammie Bossingham in case 00-47-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for farm owners and is located in Empire Township immediately south of Road 400N approximately 3/8 mile west of Road 2450E.

2



- d) Grant the special use application of Nelson and Kathy Kaupp in case 00-48-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for a child of the owner of an agricultural tract and is located in Gridley Township immediately west of Road 1750E approximately 1/8 mile north of County Highway 6.
- e) Grant the map amend application of Thomas Shilson in case 00-51-Z for a map amendment to change the zoning classification of a .96 acre property from R1-Single Family Residence District to C-Commercial District and is located in Yates Township in the unincorporated Town of Weston immediately southeast of the intersection of Maple and 1<sup>st</sup> Streets.
- f) Grant the special use application of Scott Tucker in case 00-52-S. He is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for farming purposes and is located in Dawson Township immediately east of Road 2400E and approximately 5/8 mile north of Road 800N (County Highway 36).
- g) Grant the special use application of Michael Gramm in case 00-53-S. He is requesting a special use to allow a single family residence in the A-Agriculture District for a farm operator and is located in Gridley Township immediately east of County Highway 29 and approximately 3/8 mile south of Road 3000N.

Subdivision Cases:

- a) Approve a resolution amending the preliminary plan for Lots 18 and 19 in the Sherwood Subdivision, file S-00-17. The property is located in Old Town Township immediately east of Abbey Way approximately 600' south of Briar Drive.
  - b) Approve an ordinance adopting the final plat of the Bossingham Subdivision, file S-00-19. The property is located in Empire Township immediately south of Road 400N approximately 3/8 mile west of Road 2450E.
- C. Transfer Ordinances
  - D. Other Resolutions, Contracts, Leases, Agreements, Motions
  - E. Chairman's Appointments with the Advice and Consent of the County Board:

APPOINTMENTS:

Fine Arts Review Committee of the  
Capital Development Board

Mr. Irv Tick

501 East Stewart

Bloomington, Illinois 61701

Appointment is made on a Project-to-Project Basis

REAPPOINTMENTS

Pleasant Hills Cemetery Association

Mr. James Morrison

Rural Route 1

Lexington, Illinois 61753

Six Year Term to Expire on November 1, 2006

McLean County Regional Planning Commission

Mr. Don Fernandes

Appointed by the City of Bloomington

Appointed to fill the Remainder of a Term Vacated

By Mr. Richard Beal, Current Term to Expire

On December 31, 2000

Appointment Also Includes an Additional Three Year

Term to Begin January 1, 2001

Mr. Jim Pearson

Appointed by the City of Bloomington

Current Term to Expire on December 31, 2000

New Term to Commence on January 1, 2001

RESIGNATIONS:

NONE

F. Approval of Resolutions of Congratulations and Commendation

4-B1



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

September 26, 2000

Mr. John E. Mitchell  
McLean County Engineer  
RR #1, Box 85  
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 48 covering the receipt and disbursement of Motor Fuel Tax funds by your county's road districts for the period beginning January 1, 1999 and ending December 31, 1999.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

James J. Jereb  
District Engineer

A handwritten signature in black ink, appearing to read 'J.R. Threadgill III'.

By: James R. Threadgill III  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

AUDITOR'S CERTIFICATE

MCLEAN COUNTY ROAD DISTRICTS

Audit Report Number: 48

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of MOTOR FUEL TAX FUNDS of MCLEAN COUNTY ROAD DISTRICTS for the period beginning Jan. 1, 1999 and ending Dec. 31, 1999, and that the entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

*A. Bates*  
Auditor

REVIEWED AND APPROVED BY  
*[Signature]*  
District Local Roads and Streets Engineer

Date: 8-24-00

BLR 7401

MCLEAN COUNTY ROAD DISTRICTS

Audit Report No. 48

Audit Period: Jan. 1, 1999 to Dec. 31, 1999  
Purpose of Audit : To determine the status of Motor Fuel Tax Funds as of Dec. 31, 1998.

Other Receipts to the Motor Fuel Tax Fund were as follows:

1999 INTEREST	\$43,822.75
REIMBURSEMENT	20,000.00
NEEDY TWP	83,823.00

TOTAL \$147,645.75

The 1999 MES's are on file for all Road Districts.

This Audit was done on a selective sampling basis.

There are adequate records to support Fund Activity.

The Auditor wishes to thank the staff for the courtesy extended during the audit.

*D. Bayler*

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY ROAD DISTRICTS

Audit Report No.48

Audit Period Jan.1, 1999, - Dec.31, 1999

Date: AUGUST 16, 2000

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	(468,070.24)	1,385,930.90	917,860.66	
Allotments & Cert.	1,709,475.64	0.00	1,709,475.64	
Total MFT Funds	1,241,405.40	1,385,930.90	2,627,336.30	
Approved Authorizations	(2,492,520.21)	2,492,520.21	XXXXXXXXXXXXXX	
Other Receipts	0.00	147,645.75	147,645.75	
Total	(1,251,114.81)	4,026,096.86	2,774,982.05	
Disbursements	0.00	1,470,170.09	1,470,170.09	
Surplus	646,091.63	(646,091.63)	XXXXXXXXXXXXXX	
Unexpended Balance	(605,023.18)	1,909,835.14	1,304,811.96	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec.31, 1999				
Deduct Outstanding Warrants			10,972.67	RECEIPTS
Add Outstanding Investments			52,160.71	INTEREST
Additions			1,346,000.00	NEEDY CO
Subtractions				REIMBURSE
Net Balance in Account Dec. 31, 1999			1,304,811.96	TOTAL
				43,822.75
				83,823.00
				20,000.00
				147,645.75

BLR 7403(Rcv. 1/90)  
IL 494-0654

Certified Correct (0.00)

*D. Bayten*  
Auditor



SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS BY SECTIONS AND CATEGORIES

Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>ARROWSMITH</b>										
8-03000-00-GMM	8,345.17				0.00			0.00		
ENG	160.05				8,345.17		8,345.17	0.00		0.00
9-03000-00-GMM	5,850.00	43,754.00			160.05		160.05	0.00	52,924.83	52,924.83
ENG	270.70	2,358.31			49,604.00		0.00	0.00	2,268.02	2,268.02
0-03000-00-GMM		91,288.40			2,629.01	47,361.89		2,242.11		
ENG		4,157.00			91,288.40			2,629.01		47,361.89
					4,157.00			4,157.00		0.00
8-03000-00-AC	175.72				0.00			0.00		0.00
9-03000-00-AC					0.00			0.00		0.00
0-03000-02-AC OTHER					175.72		175.72	0.00		0.00
<b>BELLFLOWER</b>										
7-04137-01-SC CONT				1,164.96	1,164.96		897.78	267.18		0.00
ENG				6,846.00	6,846.00		6,846.00	0.00		0.00
3-04137-00-FP CONS	3,151.00	0.01			0.00			0.00		0.00
ENG	(0.01)				0.00			0.00		0.00
ROW					3,151.00			3,151.00	37,464.15	37,464.15
3-04137-00-AS DAY L	138.12				0.00			0.00	19,259.20	19,259.20
ENG	5,055.30				0.00			0.00	21,492.40	21,492.40
					138.12			0.00	16,626.64	16,626.64
					5,055.30			138.12	50,414.88	50,414.88
1-04000-00-GMM	8,285.52				0.00			0.00		0.00
ENG	(72.12)	72.12			8,285.52		8,285.52	0.00		0.00
1-04000-00-GMM		49,595.00			0.00			0.00	76,124.48	76,124.48
ENG		2,628.54			49,595.00	42,846.92		0.00	3,747.10	3,747.10
1-04000-00-GMM		88,084.75			2,628.54			6,748.08		
ENG		3,971.00			88,084.75			2,628.54		42,846.92
1-04000-00-AC	(1,074.00)	1,074.00			3,971.00			88,084.75		0.00
1-04000-00-AC	281.53				0.00			3,971.00		0.00
1-04000-02-AC OTHER				1,431.91	281.53		281.53	0.00		0.00
				10,492.00	1,431.91		1,050.70	0.00		0.00
					10,492.00		10,492.00	381.21		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	30,566.98	286,983.13	0.00	19,734.87	337,284.98	90,208.81	36,334.47	210,741.70	280,321.70	370,530.51





Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
CHENEYS GROVE										
98-08000-00-GMM	8,357.87				0.00			0.00		
ENG	(244.97)	244.97			0.00		8,357.87	0.00		0.00
99-08000-00-GMM	59,445.00	10,005.00			0.00			0.00	69,659.08	69,659.08
ENG	3,452.55				69,450.00	55,244.92	12,050.00	0.00	3,911.97	3,911.97
00-08000-00-GMM		47,620.00			3,452.55		410.35	2,155.06		55,244.92
ENG		2,316.00			47,620.00			3,042.20		0.00
					2,316.00			47,620.00		0.00
					0.00			2,316.00		0.00
98-08000-00-AC	173.37				0.00			0.00		0.00
99-08000-00-AC					173.37		173.37	0.00		0.00
00-08000-02-AC OTHER				1,144.71	1,144.71		899.19	0.00		0.00
				5,947.00	5,947.00		5,947.00	245.52		0.00
CHENOA					0.00			0.00		0.00
					0.00			0.00		0.00
98-09000-00-GMM	33,181.98				0.00			0.00		0.00
CVU ENG	1,085.73				0.00			0.00		0.00
99-09000-00-GMM		77,128.00			33,181.98	1,311.00	33,181.98	(1,311.00)	56,578.02	57,889.02
ENG		4,087.78			1,085.73		1,085.73	0.00	3,617.65	3,617.65
00-09000-00-GMM		83,010.00			77,128.00	49,940.84		27,187.16		49,940.84
ENG		4,169.00			4,087.78			4,087.78		0.00
					83,010.00			83,010.00		0.00
					4,169.00			4,169.00		0.00
98-09000-00-AC	678.02				0.00			0.00		0.00
99-09000-00-AC					0.00			0.00		0.00
					678.02		678.02	0.00		0.00
				2,073.98	2,073.98		1,565.40	508.58		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	106,129.55	228,580.75	0.00	9,165.69	343,875.99	106,486.76	64,348.91	173,030.32	133,766.72	240,263.48

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SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

Audit Period: Jan. 1, 1989 - Dec. 31, 1989

Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
CROPSEY										
98-10000-00-GMM	7,400.69				0.00			0.00		
ENG	47.35				7,400.69		7,400.69	0.00		0.00
99-10000-00-GMM	6,200.00	30,815.00			47.35			0.00	33,219.31	33,219.31
ENG	285.40	1,676.40			37,015.00	32,300.93	47.35	0.00	2,209.05	2,209.05
00-10000-00-GMM		40,874.00			1,961.80			4,714.07		4,714.07
ENG		2,130.00			40,874.00			1,961.80		1,961.80
					2,130.00			40,874.00		40,874.00
					0.00			2,130.00		2,130.00
98-10000-00-AC					0.00			0.00		0.00
99-10000-00-AC	195.48				0.00			0.00		0.00
00-10000-2-AC OTHER				1,267.94	195.48		195.48	0.00		0.00
				6,326.00	1,267.94		883.73	0.00		0.00
					6,326.00		6,326.00	284.21		284.21
DALE					0.00			0.00		0.00
98-11124-00-BR CONT					0.00			0.00		0.00
ENG	0.30				0.00			0.00		0.00
92-11124-00-BR	528.00				0.30			0.00	21,492.00	21,492.00
ENG					528.00		528.00	0.30	2,767.43	2,767.43
98-11125-00-BR	(128.75)	128.75			0.00			0.00	7,486.80	7,486.80
ENG	(332.47)	332.47			0.00			0.00	4,155.90	4,155.90
					0.00			0.00	332.47	332.47
98-11000-00-GMM	22,403.71				0.00			0.00		0.00
ENG	570.29				22,403.71		22,403.71	0.00		0.00
9-11000-00-GMM		50,010.00			570.29		570.29	0.00	71,336.29	71,336.29
ENG		2,650.53			50,010.00	51,443.23		0.00	4,763.33	4,763.33
					2,650.53			(1,433.23)		51,443.23
					0.00			2,650.53		2,650.53
					0.00			0.00		0.00
8-11000-00-AC					0.00			0.00		0.00
9-11000-00-AC	465.86				0.00			0.00		0.00
				1,498.90	465.86		465.86	0.00		0.00
					1,498.90		1,162.07	336.83		336.83
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	37,635.86	128,617.15	0.00	9,092.84	175,345.85	83,744.16	40,083.18	51,518.51	147,762.58	231,506.74



Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
DOWNNS										
8-14000-00-GMM ENG	54,036.20				54,036.20	227.62	59,657.90	(5,849.32)	79,378.80	79,606.42
9-14000-00-GMM ENG	2,263.17	137,990.00			2,263.17	76,298.87	2,263.17	0.00	4,827.48	4,827.48
		7,313.47			7,313.47			61,691.13		76,298.87
7-14124-01-SC ENG	(1,434.25)				0.00			7,313.47		0.00
					0.00			0.00		0.00
					(1,434.25)			(1,434.25)	30,534.25	30,534.25
					0.00			0.00		0.00
8-14000-00-AC					0.00			0.00		0.00
9-14000-00-AC	653.78				0.00			0.00		0.00
0-14000-02-AC OTHER				1,891.30	653.78		653.78	0.00		0.00
				4,168.00	1,891.30		1,387.35	503.95		0.00
DRY GROVE					4,168.00		4,168.00	0.00		0.00
8-15126-01-SC ENG	(2,388.55)				0.00			0.00		0.00
	(191.08)				(2,388.55)			(2,388.55)	2,388.55	2,388.55
					(191.08)			(191.08)	191.08	191.08
					0.00			0.00		0.00
3-15000-00-GMM ENG	14,452.98				14,452.98		14,452.98	0.00		0.00
3-15000-00-GMM ENG	423.93	109,624.00			423.93		423.93	0.00	62,922.02	62,922.02
		5,810.07		20,000.00	129,624.00	73,308.06	12,274.00	44,041.94	4,274.69	4,274.69
					5,810.07		153.02	5,657.05		73,308.06
					0.00			0.00		0.00
3-15000-00-AC	181.07				0.00			0.00		0.00
3-15000-00-AC				1,117.58	181.07		181.07	0.00		0.00
					1,117.58			1,117.58		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	67,997.25	260,737.54	0.00	27,176.88	355,911.67	149,834.55	95,615.20	110,461.92	184,516.87	334,351.42



ILLINOIS DEPARTMENT  
OF TRANSPORTATION

MCLEAN COUNTY ROAD DISTRICTS

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

PAGE # 9

Audit Period: Jan. 1, 1989 - Dec. 31, 1989

Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
<b>GRIDLEY</b>										
98-18000-00-GMM	13,383.36				0.00			0.00		
ENG	(440.04)	440.04			13,383.36		13,383.36	0.00	86,021.64	86,021.64
99-18000-00-GMM	90,252.00				0.00			0.00	5,297.80	5,297.80
ENG	5,544.53				90,252.00	69,795.66		20,456.34		69,795.66
00-18000-00-GMM		104,048.00			5,544.53			5,544.53		0.00
ENG		5,113.00			104,048.00			104,048.00		0.00
97-18129-00-AS	3,549.57				5,113.00			5,113.00		0.00
ENG	(705.05)		705.05		3,549.57			3,549.57		0.00
88-18125-00-BR					0.00			0.00	705.05	705.05
ENG		705.05	(705.05)		0.00			0.00		0.00
98-18000-00-AC					0.00			0.00		0.00
99-18000-00-AC	243.60				0.00			0.00		0.00
ENG				1,290.42	243.60		243.60	0.00		0.00
98-19000-00-GMM	5,400.64				0.00			0.00		0.00
ENG	(182.09)	182.09			5,400.64		5,400.64	0.00	41,576.86	41,576.86
99-19000-00-GMM	34,384.00	4,514.00			0.00			0.00	2,434.82	2,434.82
ENG	1,386.09	674.44			38,878.00	33,420.53		5,457.47		33,420.53
00-19000-00-GMM		55,512.00			2,060.53			2,060.53		0.00
ENG		2,665.00			55,512.00			55,512.00		0.00
98-19000-00-AC					0.00			0.00		0.00
99-19000-00-AC	154.43				0.00			0.00		0.00
ENG				1,124.47	154.43		154.43	0.00		0.00
XXXXXXXXXXXXXXXXXXXX	152,951.04	173,853.62	0.00	2,414.89	329,219.55	103,216.19	19,182.03	206,821.33	136,036.17	239,252.36





SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
MARTIN										
98-22000-00-GMM	46,893.96				0.00			0.00		
ENG	1,441.37				0.00	8,319.64	39,442.12	(867.80)	43,366.04	51,685.68
99-22000-00-GMM	101,790.00				1,441.37		1,441.37	0.00	2,721.89	2,721.89
ENG	5,477.11				101,790.00	80,344.08		21,445.92		80,344.08
					5,477.11			5,477.11		
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
98-22000-00-AC	511.64				0.00			0.00		0.00
99-22000-00-AC				1,643.76	511.64		511.64	0.00		0.00
00-22000-02-AC OTHER				3,311.00	1,643.76		3,311.00	1,643.76		0.00
					3,311.00			0.00		0.00
					0.00			0.00		0.00
MONEY CREEK					0.00			0.00		0.00
					0.00			0.00		0.00
14-23000-00-AS	(2,730.00)				0.00			(2,730.00)	2,730.00	2,730.00
ENG					(2,730.00)			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
18-23000-00-GMM	1,921.88				0.00			0.00		0.00
ENG	(116.89)				1,921.88		1,921.88	0.00		0.00
19-23000-00-GMM	50,910.00	116.89			0.00			0.00	65,098.12	65,098.12
ENG	2,980.18	14,560.00			65,470.00	42,899.24		22,570.76	4,460.15	4,460.15
		69,430.00			2,980.18			2,980.18		
		3,484.00			69,430.00			69,430.00		
					3,484.00			3,484.00		
					0.00			0.00		0.00
18-23000-00-AC	421.96				421.96		421.96	0.00		0.00
19-23000-00-AC				1,718.49	1,718.49			1,718.49		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	209,501.21	87,580.89	0.00	6,673.25	303,765.35	131,562.96	47,049.97	125,152.42	118,376.20	249,939.16







SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
WHITE OAK										
8-30000-00-GMM	822.13				822.13		822.13	0.00		
ENG	52.43				52.43		52.43	0.00	18,133.37	18,133.37
9-30000-00-GMM		18,865.00			18,865.00	17,356.42		1,508.58	1,447.45	1,447.45
ENG		982.51			982.51		105.29	877.22		17,356.42
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
8-30000-00-AC	152.84				0.00			0.00		0.00
9-30000-00-AC					152.84		152.84	0.00		0.00
				1,082.54	1,082.54			1,082.54		0.00
					0.00			0.00		0.00
YATES					0.00			0.00		0.00
8-31000-00-GMM	19,135.04				0.00			0.00		0.00
ENG	710.51				19,135.04		19,135.04	0.00		0.00
9-31000-00-GMM		83,644.00			710.51	45,303.10	710.51	0.00	53,104.96	53,104.96
ENG		4,433.13			83,644.00			38,340.90	3,730.61	3,730.61
					4,433.13			4,433.13		45,303.10
					0.00			0.00		0.00
2-31133-00-AS DAY L	(0.01)	0.01			0.00			0.00		0.00
ENG					0.00			0.00		0.00
3-31134-00-AS DAY L	2,455.48				0.00			0.00	18,979.59	18,979.59
ENG					2,455.48			2,455.48	1,518.36	1,518.36
					0.00			0.00	54,356.04	54,356.04
					0.00			0.00	3,617.80	3,617.80
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
3-31000-00-AC	712.48				712.48		712.48	0.00		0.00
3-31000-00-AC				2,529.57	2,529.57			2,529.57		0.00
3-31000-02-AC OTHER				16,930.00	16,930.00		16,930.00	0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX	24,040.90	107,924.65	0.00	20,542.11	152,507.66	62,659.52	38,620.72	51,227.42	154,888.18	217,547.70







# National City.

National City Bank of Michigan/Illinois  
Post Office Box 8043 • Royal Oak, MI 48068-8043

## THE MONEY STATEMENT™

JAMES E BOYLAN MCLEAN  
COUNTY TREASURER  
TOWNSHIP MOTOR FUEL TAX ACCT  
PO BOX 2400  
BLOOMINGTON IL 61702-2400

|||||.....|||||.....|||||.....|||||.....|||||.....|||||.....

00005  
12-31-99

NATIONAL CITY IS A SAFE PLACE FOR YOUR MONEY. PART OF THE REASON IS THE WAY WE LOOK FORWARD IN SERVING YOU. EACH AND EVERY DAY OF THE YEAR 2000.

CORPORATE SWEEP

BEGINNING BALANCE	11,778.25	BEGINNING DATE	DECEMBER 31, 1999
DEPOSITS/CREDITS	19,240.05	INTEREST PAID	1.636.00
CHECKS	53,862.33	ENDING DATE	DECEMBER 31, 1999
DEBITS/CHARGES	19,916.00		
ENDING BALANCE	11,972.87		

### DEPOSITS

DATE	AMOUNT
12/03	1,636.80
12/14	157,127.63
12/29	1,636.00

### MISCELLANEOUS CREDITS

DATE	AMOUNT	DESCRIPTION
12/01	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/02	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/03	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/04	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/05	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/06	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/07	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/08	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/09	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/10	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/11	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/12	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/13	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/14	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/15	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/16	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/17	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/18	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/19	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/20	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/21	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/22	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/23	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/24	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/25	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/26	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/27	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/28	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/29	804,000.00	AUTOSWEEP INVESTMENT CREDIT
12/30	909,000.00	INTEREST ADJUSTMENT
12/31	911,000.00	AUTOSWEEP INVESTMENT CREDIT
	3,656.23	INTEREST PAID

*James E. Boylan McLean*  
 3653

CONTINUED

EE505



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TOWNSHIP MOTOR FUEL TAX FUND

FORM 10-4 V.2.A.

	DATE	BANK	CERT #	AMOUNT	RATE	DUE	EARNED	PAID
1	5-5-97	1st of AMERICA	5203084R	50M	5.10%	6-4-97	2,549.57	6-24-
2	5-10-97	COMMERCIAL BK	RE101425705	1,000M	5.35%	7-15-97	8,717.53	7-16-9
3	6-4-97	1st of AMERICA	520308607	560M	5.07%	7-7-97	2,546.69	7-7-9
4	7-7-97	1st of AMERICA	5203087001	560M	5.13%	8-8-97	2,518.61	8-7-9
5	7-15-97	COMMERCIAL BK	144027120	732M	5.30%	8-14-97	3,233.00	8-14-9
6	8-14-97	COMMERCIAL BK	144028072	732M	5.30%	9-12-97	3,125.22	9-12-9
7	9-12-97	COMMERCIAL BK	144028713	732M	5.35%	11-12-97	6,625.78	11-12-9
8	11-12-97	COMMERCIAL BK	144028828	732M	5.35%	2-10-98	9,799.50	2-12-
9	1-12-98	COMMERCIAL BK	144030742	300M	5.20%	4-13-98	3,900.00	4-12-
10	2-10-98	COMMERCIAL BK	144031990	732M	5.35%	5-11-98	9,799.50	5-15-
11	4-12-98	COMMERCIAL BK	144032712	300M	5.20%	5-12-98	1,300.00	5-15-
12	5-11-98	COMMERCIAL BK	131030013	732M	5.20%	6-12-98	2,385.47	6-12-9
13	5-13-98	COMMERCIAL BK	131030013	300M	5.20%	6-12-98	1,000.00	6-12-98
14	6-12-98	COMMERCIAL BK	131030678	1,032M	5.30%	8-11-98	7,222.20	8-11-98
15	7-10-98	(LESS 500M)	144034002	532M	5.30%	8-11-98	7,222.20	8-11-98
16	8-11-98	COMMERCIAL	131032009	532M	5.30%	9-10-98	3,349.67	9-12-98
17	9-10-98	COMMERCIAL BK	144034900	532M	5.30%	10-9-98	3,271.34	10-13-98
18	10-9-98	COMMERCIAL BK	144035565	532M	4.2%	12-8-98	3,546.67	12-9-9
19	12-8-98	COMMERCIAL BK	131035147	532M	4.0%	2-5-99	3,487.56	2-5-99
20	2-5-99	COMMERCIAL BK	144037764	532M ✓	4.0%	3-8-99	1,832.41	3-9-99
21	3-8-99	COMMERCIAL BK	131036996	532M	4.5%	4-22-99	2,972.50	4-22-99
22	4-22-99	COMMERCIAL BK	131038887	532M	4.30%	5-24-99	2,033.42	5-24-99
23	5-24-99	COMMERCIAL BK	131038587	532M	4.30%	6-23-99	1,906.33	6-23-99
24	6-23-99	COMMERCIAL BK	131039097	532M	4.30%	7-23-99	1,902.33	7-23-99
25	7-23-99	COMMERCIAL BK	131039516	532M	4.30%	8-23-99	-100M. CANCELED	8-7-99
26	8-7-99	COMMERCIAL BK	131039550	432M	4.20%	8-23-99	1,802.65	8-23-99
27	8-23-99	COMMERCIAL BK	144039842	432M	4.40%	9-22-99	1,584.00	9-22-99
28	9-22-99	COMMERCIAL BK	131040699	432M	4.40%	10-22-99	1,584.00	10-22-99
29	10-22-99	COMMERCIAL BK	144040738	432M	4.40%	11-22-99	1,638.50	11-23-99
30	11-22-99	COMMERCIAL BK	144041246	432M	4.55%	12-22-99	1,638.00	12-22-99
31	12-22-99	COMMERCIAL BK	131042218	432M	4.55%	1-21-00	1,638.00	1-25-00
32	1-21-00	COMMERCIAL BK	144042082	432M	4.55%	2-18-00	1,528.00	2-22-00
33	2-18-00	COMMERCIAL BK	144042628	432M	5.40%	5-18-00	5,822.00	5-18-00
34	5-18-00	COMMERCIAL BK	144043817	432M	5.65%	8-16-00		
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STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
ANNUAL

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME ALLIN

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 3,901.91				\$ 84,721.07
01-31-99	ALLOTMENT				\$ 3,828.06				\$ 80,819.16
02-28-99	ALLOTMENT				\$ 2,509.10				\$ 76,991.10
03-11-99	CREDIT	990311288	980100000GM MT ENGINE				\$ 578.70		\$ 74,482.00
03-11-99	CREDIT	990311288	980100000GM MAINT				\$ 30,963.59		\$ 73,903.30
03-31-99	ALLOTMENT				\$ 4,622.45				\$ 42,939.71
04-30-99	ALLOTMENT				\$ 3,619.43				\$ 38,317.26
05-31-99	ALLOTMENT				\$ 3,931.16				\$ 34,697.83
06-30-99	ALLOTMENT				\$ 4,620.52				\$ 30,766.67
07-31-99	ALLOTMENT				\$ 4,124.02				\$ 26,146.15
08-31-99	ALLOTMENT				\$ 4,288.68				\$ 22,022.13
09-30-99	ALLOTMENT				\$ 3,652.61				\$ 17,733.45
10-31-99	ALLOTMENT				\$ 4,481.90				\$ 14,080.84
11-16-99	CREDIT	991116051	980100000AC INTEREST				\$ 181.94		\$ 9,598.94
11-30-99	ALLOTMENT				\$ 4,410.40				\$ 9,417.00
12-29-99	CREDIT	991229683	990100000AC INTEREST				\$ 725.46		\$ 5,006.60
TOTALS					\$ 47,990.24	\$ .00	\$ 32,449.69	\$ .00	\$ 4,281.14

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME ANCHOR

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				5,347.97				41,954.32
02-08-99	AUTH	990208827	9902000000GM MT ENGINE		5,246.75				36,606.35
02-08-99	AUTH	990208827	9902000000GM MAINT			1,345.13			31,359.60
02-19-99	AUTH	990219438	9902000000GM MT ENGINE			35,810.00			32,704.73
02-19-99	AUTH	990219438	9902000000GM MAINT			10.07			68,514.73
02-28-99	ALLOTMENT					190.00			68,524.80
03-11-99	CREDIT	990311289	9802000000GM MT ENGINE		3,438.98				68,714.80
03-11-99	CREDIT	990311289	9802000000GM MAINT				388.64		65,275.82
04-30-99	ALLOTMENT						18,868.38		64,887.18
05-31-99	ALLOTMENT				6,335.54				46,018.80
06-30-99	ALLOTMENT				4,960.79				39,683.26
07-31-99	ALLOTMENT				5,388.06				34,722.47
08-31-99	ALLOTMENT				6,332.90				29,334.41
09-29-99	ALLOTMENT				5,652.40				23,001.51
09-30-99	CREDIT	990929370	000200002AC OTHER CAT		5,878.08				17,349.11
10-31-99	ALLOTMENT						13,116.00		11,471.03
11-16-99	ALLOTMENT				5,006.26				1,644.97
11-30-99	CREDIT	991116054	980200000AC INTEREST		6,142.90				6,651.23
12-20-99	ALLOTMENT						207.16		12,794.13
12-20-99	AUTH	991220238	0002000000GM MT ENGINE		6,044.90	5,850.00			13,001.29
12-20-99	AUTH	991220238	0002000000GM MAINT			121,986.00			19,046.19
12-29-99	CREDIT	991229684	990200000AC INTEREST				902.56		13,196.19
TOTALS					\$ 65,775.53	\$ 165,191.20	\$ 33,482.74	\$ .00	\$ 107,887.25

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME ARROWSMITH

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 4,561.26				\$ -
01-31-99	ALLOTMENT				\$ 4,474.93				\$ -
02-08-99	AUTH	990208828	990300000GM	MT ENGINE		2,358.31			\$ -
02-08-99	AUTH	990208828	990300000GM	MAINT		43,754.00			\$ -
02-28-99	ALLOTMENT				\$ 2,933.08				\$ -
03-11-99	CREDIT	990311290	980300000GM	MT ENGINE			160.05		\$ -
03-11-99	CREDIT	990311290	980300000GM	MAINT			8,345.17		\$ -
03-31-99	ALLOTMENT				\$ 5,403.56				\$ -
04-30-99	ALLOTMENT				\$ 4,231.05				\$ -
05-31-99	ALLOTMENT				\$ 4,595.45				\$ -
06-30-99	ALLOTMENT				\$ 5,401.30				\$ -
07-31-99	ALLOTMENT				\$ 4,820.91				\$ -
08-31-99	ALLOTMENT				\$ 5,013.39				\$ -
09-29-99	CREDIT	990929371	000300002AC	OTHER CAT			6,646.00		\$ -
09-30-99	ALLOTMENT				\$ 4,269.83				\$ -
10-31-99	ALLOTMENT				\$ 5,239.26				\$ -
11-16-99	CREDIT	991116055	980300000AC	INTEREST			175.72		\$ -
11-30-99	ALLOTMENT				\$ 5,155.68				\$ -
12-20-99	AUTH	991220239	000300000GM	MT ENGINE		4,157.00			\$ -
12-20-99	AUTH	991220239	000300000GM	MAINT		91,288.40			\$ -
12-29-99	CREDIT	991229685	990300000AC	INTEREST			897.78		\$ -
TOTALS					\$ 56,099.70	\$ 141,557.71	\$ 16,224.72	\$ .00	\$ 75,556.19

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME BELLFLOWER

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				6,162.67				8,457.72
02-08-99	AUTH	990208833	990400000GM MT ENGINE		6,046.04				2,295.05
02-08-99	AUTH	990208833	990400000GM MAINT			2,628.54			3,750.99
02-28-99	ALLOTMENT					49,595.00			1,122.45
03-11-99	CREDIT	990311291	980400000GM MAINT		3,962.87				48,472.55
03-11-99	AUTH	990311292	980400000GM MT ENGINE				8,285.52		44,509.68
03-31-99	ALLOTMENT					72.12			36,224.16
04-30-99	ALLOTMENT				7,300.69				36,296.28
05-31-99	ALLOTMENT				5,778.51				28,995.59
06-30-99	ALLOTMENT				6,276.21				23,217.08
07-31-99	ALLOTMENT				7,376.79				16,940.87
08-31-99	ALLOTMENT				6,584.12				9,564.08
09-29-99	CREDIT	990929372	000400002AC OTHER CAT		6,847.00				2,979.96
09-30-99	ALLOTMENT						10,492.00		3,867.04
10-31-99	ALLOTMENT				5,831.48				14,359.04
11-16-99	AUTH	991116058	890413500FP CONT CONS		7,155.48				20,190.52
11-16-99	AUTH	991116069	950400001AA OTHER CAT						27,346.00
11-16-99	CREDIT	991116070	980400000AC INTEREST			1,074.00			27,345.99
11-30-99	ALLOTMENT						281.53		26,271.99
12-20-99	AUTH	991220240	000400000GM MT ENGINE		7,041.32				26,553.52
12-20-99	AUTH	991220240	000400000GM MAINT			3,971.00			33,594.84
12-29-99	CREDIT	991229586	990400000AC INTEREST			88,084.75			29,623.84
TOTALS					\$ 76,363.18	\$ 145,425.42	\$ 20,109.75	\$ .00	\$ 57,410.21

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME BLOOMINGTON

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 3,868.50				\$ 7,596.87
01-31-99	ALLOTMENT				\$ 3,795.27				\$ 11,465.37
02-28-99	ALLOTMENT				\$ 2,487.61				\$ 15,260.64
03-11-99	CREDIT	990311337	980500000G	MT ENGINE			\$ 2,684.40		\$ 17,748.25
03-31-99	ALLOTMENT				\$ 4,582.86				\$ 20,432.65
04-30-99	ALLOTMENT				\$ 3,588.43				\$ 25,015.51
05-31-99	ALLOTMENT				\$ 3,897.49				\$ 28,603.94
06-30-99	ALLOTMENT				\$ 4,580.95				\$ 32,501.43
07-21-99	AUTH	990721647	990500000G	MT ENGINE		\$ 1,756.20			\$ 37,082.38
07-21-99	AUTH	990721647	990500000G	MAINT		\$ 38,400.00			\$ 35,326.18
07-31-99	ALLOTMENT				\$ 4,088.70				\$ 3,073.82
08-31-99	ALLOTMENT				\$ 4,251.95				\$ 1,014.88
09-30-99	ALLOTMENT				\$ 3,621.32				\$ 5,266.83
10-31-99	ALLOTMENT				\$ 4,443.51				\$ 8,888.15
11-16-99	CREDIT	991116071	980500000AC	INTEREST			\$ 214.07		\$ 13,331.66
11-30-99	ALLOTMENT				\$ 4,372.63				\$ 13,545.73
12-29-99	CREDIT	991229687	990500000AC	INTEREST			\$ 1,026.75		\$ 17,918.36
TOTALS					\$ 47,579.22	\$ 40,156.20	\$ 3,925.22	\$ .00	\$ 18,945.11

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DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME BLOOMINGTON CITY

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
								\$ .00	\$ .00
TOTALS								\$ .00	\$ .00

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
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DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME BLUE MOUND

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								\$-
01-31-99	ALLOTMENT				4,466.42				\$-
02-28-99	ALLOTMENT				4,381.89				\$-
03-11-99	AUTH	990311293	980700000GM	MT ENGINE	2,872.10	482.26			\$-
03-11-99	AUTH	990311293	980700000GM	MAINT		1,441.25			\$-
03-31-99	ALLOTMENT								\$-
04-30-99	ALLOTMENT				5,291.20				\$-
05-31-99	ALLOTMENT				4,143.07				\$-
06-30-99	ALLOTMENT				4,499.91				\$-
07-31-99	ALLOTMENT				5,289.00				\$-
08-31-99	ALLOTMENT				4,720.67				\$-
09-29-99	CREDIT	990929373	000700002AC	OTHER CAT	4,909.15				\$
09-30-99	ALLOTMENT						5,677.00		\$
10-31-99	ALLOTMENT				4,181.05				\$
11-16-99	CREDIT	991116072	980700000AC	INTEREST	5,130.33				\$
11-30-99	ALLOTMENT						232.71		\$
12-29-99	CREDIT	991229688	990700000AC	INTEREST	5,048.48				\$
TOTALS					\$ 54,933.27	\$ 1,923.51	\$ 6,886.46	\$ .00	\$ 34,277.07

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DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME CHENEYS GROVE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								63,921.84
01-31-99	ALLOTMENT				5,028.23				58,893.61
02-28-99	ALLOTMENT				4,933.06				53,960.55
03-11-99	CREDIT				3,233.37				50,727.18
03-11-99	AUTH	990311294	980800000GM MAINT			244.97	7,290.92		43,436.26
03-31-99	ALLOTMENT	990311295	980800000GM MT ENGINE						43,681.23
04-30-99	ALLOTMENT				5,956.76				37,724.47
05-31-99	ALLOTMENT				4,664.21				33,060.26
06-30-99	ALLOTMENT				5,065.91				27,994.35
07-31-99	ALLOTMENT				5,954.27				22,040.08
08-10-99	AUTH	990810141	990800000GM MAINT			10,005.00			16,735.62
08-31-99	ALLOTMENT				5,526.65				26,730.62
09-29-99	CREDIT	990929374	000800002AC OTHER CAT				5,947.00		21,203.97
09-30-99	ALLOTMENT								15,256.97
10-31-99	ALLOTMENT				4,706.96				10,550.01
11-16-99	CREDIT	991116073	980800000GM MAINT						4,774.38
11-16-99	CREDIT	991116074	980800000AC INTEREST				1,066.95		3,707.43
11-30-99	ALLOTMENT				5,775.63		173.37		3,534.06
12-07-99	CREDIT	991207783	990800000GM MT ENGINE						2,149.44
12-07-99	CREDIT	991207783	990800000GM MAINT				410.35		2,559.79
12-20-99	AUTH	991220242	000800000GM MT ENGINE						14,609.79
12-20-99	AUTH	991220242	000800000GM MT ENGINE			2,316.00			12,293.79
12-29-99	CREDIT	991229689	990800000AC INTEREST			47,620.00			35,326.21
TOTALS					\$ 61,843.01	\$ 60,185.97	\$ 27,837.78	\$ .00	\$ 34,427.02

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LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME CHENDA

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				4,022.04				49,404.06
02-08-99	AUTH	990208834	9909000000GM MT ENGINE		3,945.91				53,426.10
02-08-99	AUTH	990208834	9909000000GM MAINT			4,087.78			57,372.01
02-28-99	ALLOTMENT					77,128.00			53,284.23
03-11-99	CREDIT	990311296	9809000000GM MT ENGINE		2,586.34				23,843.77
03-11-99	CREDIT	990311296	9809000000GM MAINT				1,085.73		21,257.43
03-31-99	ALLOTMENT						33,181.98		20,171.70
04-30-99	ALLOTMENT				4,764.76				13,010.28
05-31-99	ALLOTMENT				3,730.85				17,775.04
06-30-99	ALLOTMENT				4,052.19				21,505.89
07-31-99	ALLOTMENT				4,762.78				25,558.08
08-31-99	ALLOTMENT				4,250.99				30,320.86
09-30-99	ALLOTMENT				4,420.71				34,571.85
10-31-99	ALLOTMENT				3,765.05				38,992.56
11-16-99	CREDIT	991116075	9809000000AC INTEREST		4,619.89				42,757.61
11-30-99	ALLOTMENT						678.02		47,377.50
12-20-99	AUTH	991220243	0009000000GM MT ENGINE		4,546.18				48,055.52
12-20-99	AUTH	991220243	0009000000GM MAINT			4,169.00			52,601.70
12-29-99	CREDIT	991229690	9909000000AC INTEREST			83,010.00			48,432.70
TOTALS					49,467.69	168,394.78	36,511.13	.00	33,011.90

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LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME CROPSEY

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				2,541.66				4,817.56
02-08-99	AUTH	990208830	991000000G	MT ENGINE	2,493.56				2,275.90
02-08-99	AUTH	990208830	991000000G	MAINT		755.20			217.66
02-28-99	ALLOTMENT					13,434.00			537.54
03-11-99	CREDIT	990311297	981000000G	MT ENGINE	1,634.40				13,971.54
03-11-99	CREDIT	990311297	981000000G	MAINT			47.35		12,337.14
03-31-99	ALLOTMENT						7,400.69		12,289.79
04-30-99	ALLOTMENT				3,011.01				4,889.10
05-31-99	ALLOTMENT				2,357.66				1,878.09
06-22-99	AUTH				2,560.72				479.57
06-22-99	AUTH	990622749	991000000G	MT ENGINE		921.20			3,040.29
06-30-99	ALLOTMENT					17,381.00			2,119.09
07-31-99	ALLOTMENT				3,009.75				15,261.91
08-31-99	ALLOTMENT				2,686.34				12,252.16
09-29-99	ALLOTMENT				2,793.60				9,565.82
09-30-99	CREDIT	990929375	001000002AC	OTHER CAT			6,326.00		6,772.22
10-31-99	ALLOTMENT				2,379.27				446.22
11-16-99	ALLOTMENT				2,919.46				1,933.05
11-30-99	CREDIT	991116076	981000000AC	INTEREST					4,852.51
12-20-99	ALLOTMENT				2,872.89		195.48		5,047.99
12-20-99	AUTH	991220244	001000000G	MT ENGINE		2,130.00			7,920.88
12-29-99	AUTH	991220244	001000000G	MAINT		40,874.00			5,790.88
12-29-99	CREDIT	991229691	991000000AC	INTEREST			983.73		35,083.12
TOTALS					\$ 31,260.32	\$ 75,495.40	\$ 14,953.25	\$ .00	\$ 34,099.39

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME DALE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 3,761.01				\$ 21,413.61
01-31-99	ALLOTMENT				\$ 3,689.83				\$ 25,174.62
02-08-99	AUTH	990208835	991100000GM	MT ENGINE		2,650.53			\$ 28,864.45
02-08-99	AUTH	990208835	991100000GM	MAINT		50,010.00			\$ 26,213.92
02-28-99	ALLOTMENT				\$ 2,418.49				\$ 23,796.08
03-11-99	CREDIT	990311285	91112600BR	CONT CONS			528.00		\$ 21,377.59
03-11-99	CREDIT	990311298	981100000GM	MT ENGINE			570.29		\$ 20,849.59
03-11-99	CREDIT	990311298	981100000GM	MAINT			22,403.71		\$ 20,279.30
03-31-99	ALLOTMENT				\$ 4,455.53				\$ 2,124.41
04-30-99	ALLOTMENT				\$ 3,488.73				\$ 6,579.94
05-25-99	AUTH	990525889	88112500BR	CONT CONS		128.75			\$ 10,068.67
05-25-99	AUTH	990525889	88112500BR	ENGINEERING		332.47			\$ 9,939.92
05-31-99	ALLOTMENT				\$ 3,789.20				\$ 9,607.45
06-30-99	ALLOTMENT				\$ 4,453.67				\$ 13,396.65
07-31-99	ALLOTMENT				\$ 3,975.11				\$ 17,850.32
08-31-99	ALLOTMENT				\$ 4,133.82				\$ 21,825.43
09-30-99	ALLOTMENT				\$ 3,520.70				\$ 25,959.25
10-31-99	ALLOTMENT				\$ 4,320.05				\$ 29,479.95
11-16-99	CREDIT	991116077	981100000AC	INTEREST			465.86		\$ 33,800.00
11-30-99	ALLOTMENT				\$ 4,251.13				\$ 34,265.86
12-29-99	CREDIT	991229692	991100000AC	INTEREST			1,162.07		\$ 38,516.99
OO TOTALS					\$ 46,257.27	\$ 53,121.75	\$ 25,129.93	\$ .00	\$ 39,679.06

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DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME DANVERS

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 5,209.78				\$ 27,189.10
02-08-99	AUTH	990208836	991200000G	MT ENGINE	\$ 5,111.17				\$ 32,398.88
02-08-99	AUTH	990208836	991200000G	MAINT		\$ 3,929.47			\$ 37,510.05
02-28-99	ALLOTMENT					\$ 74,141.00			\$ 33,580.58
03-11-99	CREDIT	990311299	981200000G	MAINT	\$ 3,350.11				\$ 40,560.42
03-11-99	AUTH	990311300	981200000G	MT ENGINE		\$ 25.93	\$ 7,431.51		\$ 37,210.31
03-31-99	ALLOTMENT				\$ 6,171.83				\$ 29,778.80
04-30-99	ALLOTMENT				\$ 4,832.60				\$ 29,804.73
05-31-99	ALLOTMENT				\$ 5,248.83				\$ 23,632.90
06-30-99	ALLOTMENT				\$ 6,169.25				\$ 18,800.30
07-31-99	ALLOTMENT				\$ 5,506.33				\$ 13,551.47
08-31-99	ALLOTMENT				\$ 5,726.18				\$ 7,382.22
09-30-99	ALLOTMENT				\$ 4,876.91				\$ 1,875.89
10-31-99	ALLOTMENT				\$ 5,984.17				\$ 3,850.29
11-16-99	CREDIT	991116078	981200000AC	INTEREST			\$ 347.82		\$ 8,727.20
11-30-99	ALLOTMENT				\$ 5,888.71				\$ 14,711.37
12-29-99	CREDIT	991229693	991200000AC	INTEREST			\$ 1,096.74		\$ 15,059.19
TOTALS					\$ 64,075.87	\$ 78,096.40	\$ 8,876.07	\$ .00	\$ 22,044.64

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DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME DAWSON

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-19-99	AUTH	990119976	921311300BR	ENGINERNG	\$ 3,520.75			\$-	43,501.98
01-31-99	ALLOTMENT					552.50		\$-	39,981.23
02-28-99	ALLOTMENT				\$ 3,454.11			\$-	40,533.73
03-11-99	CREDIT	990311301	981300000GM	MAINT	\$ 2,264.00			\$-	37,079.62
03-11-99	AUTH	990311302	981300000GM	MT ENGINE			1,843.10	\$-	34,815.62
03-31-99	ALLOTMENT					299.68		\$-	32,972.52
04-30-99	ALLOTMENT				\$ 4,170.90			\$-	33,272.20
05-31-99	ALLOTMENT				\$ 3,265.86			\$-	29,101.30
06-30-99	ALLOTMENT				\$ 3,547.14			\$-	25,835.44
07-31-99	ALLOTMENT				\$ 4,169.17			\$-	22,288.30
08-31-99	ALLOTMENT				\$ 3,721.17			\$-	18,119.13
09-30-99	ALLOTMENT				\$ 3,869.74			\$-	14,397.96
10-31-99	ALLOTMENT				\$ 3,295.80			\$-	10,528.22
11-16-99	CREDIT	991116079	981300000AC	INTEREST	\$ 4,044.09			\$-	7,232.42
11-30-99	ALLOTMENT				\$ 3,979.57		152.84	\$-	3,188.33
12-20-99	AUTH	991220245	001300000GM	MT ENGINE		1,801.00		\$-	3,035.49
12-20-99	AUTH	991220245	001300000GM	MAINT		27,532.50		\$-	944.08
12-29-99	CREDIT	991229694	991300000AC	INTEREST			906.18	\$-	856.92
TOTALS					\$ 43,302.30	\$ 30,185.68	\$ 2,902.12	\$ .00	\$ 27,483.24

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LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME DOWNS

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 6,040.74				\$ 21,512.83
02-08-99	AUTH	990208838	991400000G	MT ENGINE	\$ 5,926.41				\$ 27,553.57
02-08-99	AUTH	990208838	991400000G	MAINT		7,313.47			\$ 33,479.98
02-28-99	ALLOTMENT					137,990.00			\$ 26,166.51
03-11-99	CREDIT	990311303	981400000G	MT ENGINE	\$ 3,884.45		2,263.17		\$ 111,823.49
03-11-99	CREDIT	990311303	981400000G	MAINT			59,657.90		\$ 107,939.04
03-31-99	ALLOTMENT								\$ 105,675.87
04-30-99	ALLOTMENT				7,156.24				\$ 46,017.97
05-31-99	ALLOTMENT				5,603.41				\$ 38,861.73
06-30-99	ALLOTMENT				6,086.02				\$ 33,258.32
07-31-99	ALLOTMENT				7,153.25				\$ 27,172.30
08-31-99	ALLOTMENT				6,384.60				\$ 20,019.05
09-29-99	CREDIT	990929376	001400002AC	OTHER -CAT	6,639.52				\$ 13,634.45
09-30-99	ALLOTMENT						4,168.00		\$ 6,994.93
10-31-99	ALLOTMENT				5,654.77				\$ 2,826.93
11-16-99	CREDIT	991116080	981400000AC	INTEREST	6,938.65				\$ 2,827.84
11-30-99	ALLOTMENT						653.78		\$ 9,766.49
12-29-99	CREDIT	991229695	991400000AC	INTEREST	6,827.95		1,387.35		\$ 10,420.27
TOTALS					\$ 74,296.01	\$ 145,303.47	\$ 68,130.20	\$ .00	\$ 18,635.57

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME DRY GROVE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 5,183.58				\$ -
02-08-99	AUTH	990208839	991500000G	MT ENGINE	\$ 5,085.47				\$ 4,489.35
02-08-99	AUTH	990208839	991500000G	MAINT		\$ 5,810.07			\$ 694.23
02-28-99	ALLOTMENT					\$ 109,624.00			\$ 5,779.70
03-11-99	CREDIT	990311304	981500000G	MT ENGINE	\$ 3,333.27				\$ -
03-11-99	CREDIT	990311304	981500000G	MAINT			\$ 423.93		\$ 109,654.37
03-31-99	ALLOTMENT						\$ 14,452.98		\$ 106,321.10
04-30-99	ALLOTMENT				\$ 6,140.80				\$ 91,444.19
05-31-99	ALLOTMENT				\$ 4,808.31				\$ 85,303.39
06-30-99	ALLOTMENT				\$ 5,222.44				\$ 80,495.08
07-31-99	ALLOTMENT				\$ 6,138.24				\$ 75,272.64
08-31-99	ALLOTMENT				\$ 5,478.66				\$ 69,134.40
09-30-99	ALLOTMENT				\$ 5,697.40				\$ 63,655.74
10-31-99	ALLOTMENT				\$ 4,852.38				\$ 57,958.34
11-16-99	CREDIT	991116081	981500000AC	INTEREST					\$ 53,105.96
11-30-99	ALLOTMENT				\$ 5,859.09		\$ 181.07		\$ 47,151.88
12-07-99	CREDIT	991207784	991500000G	MT ENGINE			\$ 153.02		\$ 46,970.81
12-07-99	CREDIT	991207784	991500000G	MAINT			\$ 12,274.00		\$ 41,111.72
TOTALS					\$ 63,753.72	\$ 115,434.07	\$ 27,485.00	\$ .00	\$ 28,684.70



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DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME EMPIRE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-20-99	AUTH	990120237	991600000G	MT ENGINE	\$ 5,006.55				\$ 11,633.15
01-20-99	AUTH	990120237	991600000G	MAINT		2,470.48			\$ 6,626.60
01-31-99	ALLOTMENT					64,520.00			\$ 9,097.08
02-28-99	ALLOTMENT								\$ 73,617.08
03-11-99	CREDIT	990311305	981600000G	MT ENGINE	4,911.79				\$ 68,705.29
03-11-99	CREDIT	990311305	981600000G	MAINT	3,219.43				\$ 65,485.86
03-31-99	ALLOTMENT						397.52		\$ 65,088.34
04-30-99	ALLOTMENT						13,250.66		\$ 51,837.68
05-31-99	ALLOTMENT				5,931.07				\$ 45,906.61
06-30-99	ALLOTMENT				4,644.10				\$ 41,262.51
07-31-99	ALLOTMENT				5,044.08				\$ 36,218.43
08-31-99	ALLOTMENT				5,928.60				\$ 30,289.83
09-30-99	ALLOTMENT				5,291.54				\$ 24,998.29
10-31-99	ALLOTMENT				5,502.81				\$ 19,495.48
11-16-99	CREDIT				4,686.66				\$ 14,808.82
11-30-99	ALLOTMENT	991116088	981600000AC	INTEREST	5,750.73				\$ 9,058.09
12-20-99	AUTH	991220247	001600000G	MT ENGINE	5,659.00		316.60		\$ 8,741.49
12-20-99	AUTH	991220247	001600000G	MAINT		3,040.00			\$ 3,082.49
						95,170.00			\$ 6,122.49
TOTALS					\$ 61,576.36	\$ 165,200.48	\$ 13,964.78	\$ .00	\$ 101,292.49

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LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME FUNKS GROVE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 4,537.78				\$ 26,696.17
02-08-99	AUTH	990208840	991700000G	MT ENGINE	\$ 4,451.90				\$ 31,233.95
02-08-99	AUTH	990208840	991700000G	MAINT		\$ 4,206.19			\$ 35,685.85
02-28-99	ALLOTMENT					\$ 79,362.00			\$ 31,479.66
03-11-99	CREDIT	990311306	981700000G	MT ENGINE	\$ 2,917.99				\$ 47,882.34
03-31-99	CREDIT	990311306	981700000G	MAINT			\$ 1,222.01		\$ 44,964.35
04-30-99	ALLOTMENT				\$ 5,375.74		\$ 20,870.41		\$ 43,742.34
05-31-99	ALLOTMENT				\$ 4,209.26				\$ 22,871.93
06-30-99	ALLOTMENT				\$ 4,571.79				\$ 17,496.19
07-31-99	ALLOTMENT				\$ 5,373.49				\$ 13,286.93
08-31-99	ALLOTMENT				\$ 4,796.09				\$ 8,715.14
09-30-99	ALLOTMENT				\$ 4,987.58				\$ 3,341.65
10-31-99	ALLOTMENT				\$ 4,247.85				\$ 1,454.44
11-16-99	CREDIT	991116091	981700000AC	INTEREST	\$ 5,212.29				\$ 6,442.02
11-30-99	ALLOTMENT				\$ 5,129.13		\$ 485.02		\$ 10,689.87
12-07-99	CREDIT	991207785	991700000G	MT ENGINE					\$ 15,902.16
12-07-99	CREDIT	991207785	991700000G	MAINT			\$ 1,618.12		\$ 16,387.18
TOTALS					\$ 55,810.89	\$ 83,568.19	\$ 27,302.56	\$ .00	\$ 26,241.43

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME GRIDLEY

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 7,244.73				\$ -
01-31-99	ALLOTMENT				\$ 7,107.61				\$ -
02-28-99	ALLOTMENT				\$ 4,658.67				\$ -
03-11-99	CREDIT	990311307	981800000G	MAINT					\$ -
03-11-99	AUTH	990311308	981800000G	MT ENGINE		\$ 440.04	13,383.36		\$ -
03-31-99	ALLOTMENT				\$ 8,582.56				\$ -
04-30-99	ALLOTMENT				\$ 6,720.24				\$ -
05-25-99	AUTH	990525894	881812500BR	ENGINEERNG		\$ 705.05			\$ -
05-31-99	ALLOTMENT				\$ 7,299.04				\$ -
06-30-99	ALLOTMENT				\$ 8,578.99				\$ -
07-31-99	ALLOTMENT				\$ 7,657.13				\$ -
08-31-99	ALLOTMENT				\$ 7,962.85				\$ -
09-30-99	ALLOTMENT				\$ 6,781.84				\$ -
10-31-99	ALLOTMENT				\$ 8,321.60				\$ -
11-16-99	CREDIT	991116093	981800000AC	INTEREST			243.60		\$ -
11-30-99	ALLOTMENT				\$ 8,188.85				\$ -
12-20-99	AUTH	991220251	001800000G	MT ENGINE		\$ 5,113.00			\$ -
12-20-99	AUTH	991220251	001800000G	MAINT		\$ 104,048.00			\$ -
TOTALS					\$ 89,104.11	\$ 110,306.09	\$ 13,626.96	\$ .00	\$ -

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
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LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME HUDSON

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 3,938.95				\$ - 38,641.24
01-31-99	ALLOTMENT				\$ 3,864.39				\$ - 34,702.29
02-28-99	ALLOTMENT				\$ 2,532.91				\$ - 30,837.90
03-11-99	CREDIT	990311309	981900000GM MAINT						\$ - 28,304.99
03-11-99	AUTH	990311310	981900000GM MT ENGINE			\$ 182.09	\$ 5,400.64		\$ - 22,904.35
03-31-99	ALLOTMENT				\$ 4,666.32				\$ - 23,086.44
04-30-99	ALLOTMENT				\$ 3,653.77				\$ - 18,420.12
05-31-99	ALLOTMENT				\$ 3,968.47				\$ - 14,766.35
06-22-99	AUTH	990622750	991900000GM MT ENGINE			\$ 674.44			\$ - 10,797.88
06-22-99	AUTH	990622750	991900000GM MAINT			\$ 4,514.00			\$ - 11,472.32
06-30-99	ALLOTMENT				\$ 4,664.37				\$ - 15,986.32
07-31-99	ALLOTMENT				\$ 4,163.17				\$ - 11,321.95
08-31-99	ALLOTMENT				\$ 4,329.39				\$ - 7,158.78
09-30-99	ALLOTMENT				\$ 3,687.27				\$ - 2,829.39
10-31-99	ALLOTMENT				\$ 4,524.44				\$ - 857.88
11-16-99	CREDIT	991116094	981900000AC INTEREST				\$ 154.43		\$ 5,382.32
11-30-99	ALLOTMENT				\$ 4,452.26				\$ 5,536.75
12-20-99	AUTH	991220255	001900000GM MT ENGINE			\$ 2,665.00			\$ 9,989.01
12-20-99	AUTH	991220255	001900000GM MAINT			\$ 55,512.00			\$ 7,324.01
TOTALS					\$ 48,445.71	\$ 63,547.53	\$ 5,555.07	\$ .00	\$ - 48,187.99

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TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-19-99	CREDIT	990119987	912012300BR	CONT CONS	5,057.13				2,768.55
01-19-99	AUTH	990119988	912012300BR	ENGINEERING		736.34	1,795.78		2,288.58
01-31-99	ALLOTMENT				4,961.41				4,084.36
02-28-99	ALLOTMENT				3,251.95				3,348.02
03-11-99	CREDIT	990311311	982000000GM	MT ENGINE			1,031.47		8,309.43
03-11-99	CREDIT	990311311	982000000GM	MAINT			29,194.59		11,561.38
03-31-99	ALLOTMENT				5,991.00				12,592.85
04-30-99	ALLOTMENT				4,691.02				41,787.44
05-31-99	ALLOTMENT				5,095.04				47,778.44
06-30-99	ALLOTMENT				5,988.50				52,469.46
07-31-99	ALLOTMENT				5,345.00				57,564.50
08-31-99	ALLOTMENT				5,558.41				63,553.00
09-30-99	ALLOTMENT				4,734.01				68,898.00
10-31-99	ALLOTMENT				5,808.83				74,456.41
11-16-99	CREDIT	991116095	982000000AC	INTEREST					79,190.42
11-30-99	ALLOTMENT				5,716.16		1,123.17		84,999.25
12-20-99	AUTH	991220259	002000000GM	MT ENGINE		3,274.00			86,122.42
12-20-99	AUTH	991220259	002000000GM	MAINT		102,950.00			91,838.58
TOTALS					62,198.46	106,960.34	33,145.01	.00	14,385.42

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
- ANNUAL -  
LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME LEXINGTON

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 5,309.13				\$ 13,560.32
01-31-99	ALLOTMENT				\$ 5,208.65				\$ 18,869.45
02-08-99	AUTH	990208843	992100000GM	MT ENGINE		\$ 3,159.86			\$ 24,078.10
02-08-99	AUTH	990208843	992100000GM	MAINT		\$ 59,620.00			\$ 20,918.24
02-28-99	ALLOTMENT				\$ 3,414.00				\$ 38,701.76
03-11-99	CREDIT	990311322	982100000GM	MT ENGINE			\$ 300.37		\$ 35,287.76
03-11-99	CREDIT	990311322	982100000GM	MAINT			\$ 10,005.91		\$ 34,987.39
03-31-99	ALLOTMENT				\$ 6,289.53				\$ 24,981.48
04-30-99	ALLOTMENT				\$ 4,924.76				\$ 18,691.95
05-31-99	ALLOTMENT				\$ 5,348.92				\$ 13,767.19
06-30-99	ALLOTMENT				\$ 6,286.90				\$ 8,418.27
07-31-99	ALLOTMENT				\$ 5,611.35				\$ 2,131.37
08-31-99	ALLOTMENT				\$ 5,835.39				\$ 3,479.98
09-30-99	ALLOTMENT				\$ 4,969.91				\$ 9,315.37
10-31-99	ALLOTMENT				\$ 6,098.29				\$ 14,285.28
11-16-99	CREDIT	991116096	982100000AC	INTEREST			\$ 298.94		\$ 20,383.57
11-30-99	ALLOTMENT				\$ 6,001.01				\$ 20,682.51
12-07-99	AUTH	991207786	992100000GM	MT ENGINE		\$ 558.12			\$ 26,683.52
12-07-99	AUTH	991207786	992100000GM	MAINT		\$ 18,641.50			\$ 26,125.40
<b>TOTALS</b>									\$ 7,483.90
									\$ .00

ANNUAL LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME MARTIN

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 5,154.68				\$ -
01-31-99	ALLOTMENT				\$ 5,057.11				\$ -
02-28-99	ALLOTMENT				\$ 3,314.68				\$ -
03-11-99	CREDIT	990311323	982200000GM MT ENGINE				\$ 1,441.37		\$ -
03-11-99	CREDIT	990311323	982200000GM MAINT				\$ 39,442.12		\$ -
03-31-99	ALLOTMENT				\$ 6,106.55				\$ -
04-30-99	ALLOTMENT				\$ 4,781.50				\$ -
05-31-99	ALLOTMENT				\$ 5,193.32				\$ -
06-30-99	ALLOTMENT				\$ 6,104.01				\$ -
07-31-99	ALLOTMENT				\$ 5,448.10				\$ -
08-31-99	ALLOTMENT				\$ 5,665.63				\$ -
09-29-99	CREDIT	990929377	002200002AC OTHER CAT				\$ 3,311.00		\$ -
09-30-99	ALLOTMENT				\$ 4,825.32				\$ -
10-31-99	ALLOTMENT				\$ 5,920.88				\$ -
11-16-99	CREDIT	991116097	982200000AC INTEREST				\$ 511.64		\$ -
11-30-99	ALLOTMENT				\$ 5,826.42				\$ -
TOTALS					\$ 63,398.20	\$ .00	\$ 44,706.13	\$ .00	\$ 28,472.32

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME MONEY CREEK

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 4,005.78				\$ 23,781.16
01-31-99	ALLOTMENT				\$ 3,929.97				\$ 19,775.38
02-28-99	ALLOTMENT				\$ 2,575.90				\$ 15,845.41
03-11-99	CREDIT	990311324	982300000GM MAINT				1,921.88		\$ 13,269.51
03-11-99	AUTH	990311325	982300000GM MT ENGINE			\$ 116.89			\$ 11,347.63
03-31-99	ALLOTMENT				\$ 4,745.50				\$ 11,464.52
04-30-99	ALLOTMENT				\$ 3,715.78				\$ 6,719.02
05-31-99	ALLOTMENT				\$ 4,035.81				\$ 3,003.24
06-30-99	ALLOTMENT				\$ 4,743.52				\$ 1,032.57
07-21-99	AUTH	990721648	982300000GM MAINT			\$ 14,560.00			\$ 5,776.09
07-31-99	ALLOTMENT				\$ 4,233.81				\$ 8,783.91
08-31-99	ALLOTMENT				\$ 4,402.85				\$ 4,550.10
09-30-99	ALLOTMENT				\$ 3,749.84				\$ 147.25
10-31-99	ALLOTMENT				\$ 4,601.22				\$ 3,602.59
11-16-99	CREDIT	991116098	982300000AC INTEREST				421.96		\$ 8,203.81
11-30-99	ALLOTMENT				\$ 4,527.81				\$ 8,625.77
12-20-99	AUTH	991220265	002300000GM MT ENGINE			\$ 3,484.00			\$ 13,153.58
12-20-99	AUTH	991220265	002300000GM MAINT			\$ 69,430.00			\$ 9,669.58
TOTALS					\$ 49,267.79	\$ 87,590.89	2,343.84	.00	\$ 59,760.42

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DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME MT HOPE  
 LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 4,822.29				\$ 91,325.12
01-31-99	ALLOTMENT				\$ 4,731.02				\$ 86,502.83
02-28-99	ALLOTMENT				\$ 3,100.94				\$ 81,771.81
03-11-99	CREDIT	990311326	982400000G	MT ENGINE					\$ 78,670.87
03-11-99	CREDIT	990311326	982400000G	MAINT			851.57		\$ 77,819.30
03-31-99	ALLOTMENT				\$ 5,712.79		22,472.61		\$ 55,346.69
04-30-99	ALLOTMENT				\$ 4,473.18				\$ 49,633.90
05-31-99	ALLOTMENT				\$ 4,858.44				\$ 45,160.72
06-30-99	ALLOTMENT				\$ 5,710.41				\$ 40,302.28
07-31-99	ALLOTMENT				\$ 5,096.80				\$ 34,591.87
08-31-99	ALLOTMENT				\$ 5,300.29				\$ 29,495.07
09-30-99	ALLOTMENT				\$ 4,514.18				\$ 24,194.78
10-31-99	ALLOTMENT				\$ 5,539.09				\$ 19,680.60
11-16-99	CREDIT	991116099	982400000AC	INTEREST			204.89		\$ 14,141.51
11-30-99	ALLOTMENT				\$ 5,450.72				\$ 13,936.62
12-20-99	AUTH	991220266	002400000G	MT ENGINE		4,132.00			\$ 8,485.90
12-20-99	AUTH	991220266	002400000G	MAINT		71,720.00			\$ 12,617.90
TOTALS					\$ 59,310.15	\$ 75,852.00	23,529.07	.00	\$ 84,337.90

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				2,415.21				\$ 48,234.18
01-31-99	ALLOTMENT				2,369.50				\$ 45,818.97
02-28-99	ALLOTMENT				1,553.08				\$ 43,449.47
03-11-99	CREDIT	990311328	982500000G	MT ENGINE			549.78		\$ 41,896.39
03-11-99	CREDIT	990311328	982500000G	MAINT			19,353.18		\$ 41,346.61
03-31-99	ALLOTMENT				2,861.22				\$ 21,993.43
04-30-99	ALLOTMENT				2,240.35				\$ 19,132.21
05-31-99	ALLOTMENT				2,433.32				\$ 16,891.86
06-30-99	ALLOTMENT				2,860.02				\$ 14,458.54
07-31-99	ALLOTMENT				2,552.69				\$ 11,598.52
08-31-99	ALLOTMENT				2,654.62				\$ 9,045.83
09-30-99	ALLOTMENT				2,260.89				\$ 6,391.21
10-31-99	ALLOTMENT				2,774.21				\$ 4,130.32
11-16-99	CREDIT	991116100	982500000AC	INTEREST			160.93		\$ 1,356.11
11-30-99	ALLOTMENT				2,729.96				\$ 1,195.18
12-20-99	AUTH	991220267	002500000G	MT ENGINE		2,150.00			\$ 1,534.78
12-20-99	AUTH	991220267	002500000G	MAINT		32,520.00			\$ 615.22
TOTALS					\$ 29,705.07	\$ 34,670.00	\$ 20,063.89	\$ .00	\$ 33,135.22

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME OLD TOWN

TRANS. TYPE TRANS. NUMBER SECTION NUMBER CATEGORY ALLOTMENT AUTHORIZATION CREDIT PAY TO STATE UNOBLIGATED BALANCE

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 4,526.94				\$ -
02-08-99	AUTH	990208848	992600000GGM	MT ENGINE	\$ 4,441.26				\$ -
02-08-99	AUTH	990208848	992600000GGM	MAINT		4,390.52			\$ -
02-28-99	ALLOTMENT					82,840.00			\$ -
03-11-99	CREDIT	990311329	982600000GGM	MT ENGINE	\$ 2,911.02				\$ -
03-11-99	CREDIT	990311329	982600000GGM	MAINT			\$ 844.44		\$ -
03-31-99	ALLOTMENT						\$ 23,879.89		\$ -
04-30-99	ALLOTMENT				\$ 5,362.89				\$ -
05-31-99	ALLOTMENT				\$ 4,199.21				\$ -
06-30-99	ALLOTMENT				\$ 4,560.87				\$ -
07-31-99	ALLOTMENT				\$ 5,360.66				\$ -
08-31-99	ALLOTMENT				\$ 4,784.64				\$ -
09-30-99	ALLOTMENT				\$ 4,975.66				\$ -
10-31-99	ALLOTMENT				\$ 4,237.70				\$ -
11-16-99	CREDIT	991116101	982600000OAC	INTEREST	\$ 5,199.84				\$ -
11-30-99	ALLOTMENT						\$ 252.19		\$ -
12-07-99	CREDIT	991207787	992600000GGM	MT ENGINE	\$ 5,116.88				\$ -
12-07-99	CREDIT	991207787	992600000GGM	MAINT			\$ 657.19		\$ -
TOTALS					\$ 55,677.57	\$ 87,230.52	\$ 26,803.71	\$ .00	\$ 11,111.06

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME PD-ALLIN TOWNSHIP

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
					\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
TOTALS									
					\$ .00	\$ .00	\$ .00	\$ .00	\$ .00

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DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME PD-LEROY COMMUNITY

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
TOTALS					\$ .00	\$ .00	\$ .00	\$ .00	\$ .00

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME PD-LEXINGTON

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
TOTALS									
					\$ .00	\$ .00	\$ .00	\$ .00	\$ .00

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME RANDOLPH

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 6,353.26				\$ -
02-08-99	AUTH	990208851	9927000000GM MT ENGINE		\$ 6,233.01				\$ 4,789.30
02-08-99	AUTH	990208851	9927000000GM MAINT			\$ 3,346.18			\$ 11,022.31
02-28-99	ALLOTMENT					\$ 63,135.00			\$ 7,676.13
03-11-99	CREDIT	990311330	9827000000GM MT ENGINE		\$ 4,085.42				\$ -
03-11-99	CREDIT	990311330	9827000000GM MAINT				\$ 824.88		\$ -
03-31-99	ALLOTMENT						\$ 10,415.53		\$ -
04-30-99	ALLOTMENT				\$ 7,526.47				\$ -
05-31-99	ALLOTMENT				\$ 5,893.30				\$ -
06-30-99	ALLOTMENT				\$ 6,400.88				\$ -
07-31-99	ALLOTMENT				\$ 7,523.32				\$ -
08-31-99	ALLOTMENT				\$ 6,714.90				\$ -
09-30-99	ALLOTMENT				\$ 6,983.01				\$ -
10-31-99	ALLOTMENT				\$ 5,947.32				\$ -
11-16-99	ALLOTMENT				\$ 7,297.61				\$ -
11-16-99	CREDIT	991116102	9827000000AC INTEREST				\$ 405.67		\$ 908.84
11-30-99	ALLOTMENT				\$ 7,181.20				\$ 6,856.16
TOTALS					\$ 78,139.70	\$ 66,481.18	\$ 11,646.08	\$ .00	\$ 21,740.64

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
- ANNUAL -  
LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME TOWANDA

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 3,863.07				\$ 47,158.19
02-08-99	AUTH	990208852	9928000000GM MT ENGINE		\$ 3,789.95				\$ 51,021.26
02-08-99	AUTH	990208852	9928000000GM MAINT			2,549.30			\$ 54,811.21
02-28-99	ALLOTMENT					48,100.00			\$ 52,261.91
03-11-99	CREDIT	990311332	9828000000GM MT ENGINE		\$ 2,484.12				\$ 4,161.91
03-11-99	CREDIT	990311332	9828000000GM MAINT				1,051.79		\$ 6,646.03
03-31-99	ALLOTMENT						22,573.08		\$ 7,697.82
04-30-99	ALLOTMENT				\$ 4,576.43				\$ 30,270.90
05-31-99	ALLOTMENT				\$ 3,583.40				\$ 34,847.33
06-30-99	ALLOTMENT				\$ 3,892.03				\$ 38,430.73
07-21-99	AUTH	990721649	9928000000GM MAINT		\$ 4,574.53				\$ 42,322.76
07-31-99	ALLOTMENT					23,840.00			\$ 46,897.29
08-31-99	ALLOTMENT				\$ 4,082.98				\$ 23,057.29
09-30-99	ALLOTMENT				\$ 4,245.99				\$ 27,140.27
10-31-99	ALLOTMENT				\$ 3,616.25				\$ 31,386.26
11-16-99	CREDIT	991116103	9828000000AC INTEREST		\$ 4,437.29				\$ 35,002.51
11-30-99	ALLOTMENT						627.60		\$ 39,439.80
TOTALS					\$ 4,366.50				\$ 40,067.40
UT					\$ 47,512.54	74,489.30	24,252.47	.00	\$ 44,433.90
00									

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DISTRICT 03 COUNTY 113  
 AGENCY TYPE 2 AGENCY NAME WEST

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				5,743.58				\$ -
02-28-99	ALLOTMENT				5,634.87				\$ -
03-11-99	CREDIT	990311333	982900000GM MT ENGINE		3,693.37				\$ -
03-11-99	CREDIT	990311333	982900000GM MAINT				\$ 332.06		\$ -
03-31-99	ALLOTMENT				6,804.21		\$ 13,176.81		\$ -
04-30-99	ALLOTMENT				5,327.76				\$ -
05-31-99	ALLOTMENT				5,786.63				\$ -
06-30-99	ALLOTMENT				6,801.37				\$ -
07-21-99	AUTH	990721651	992900000GM MAINT			14,000.00			\$ -
07-31-99	ALLOTMENT				6,070.52				\$ -
08-31-99	ALLOTMENT				6,312.90				\$ -
09-29-99	CREDIT	990929378	002900002AC OTHER CAT						\$ -
09-30-99	ALLOTMENT				5,376.60		\$ 11,210.00		\$ -
10-31-99	ALLOTMENT				6,597.32				\$ -
11-16-99	CREDIT	991116104	982900000AC INTEREST						\$ -
11-30-99	ALLOTMENT				6,492.07		\$ 303.19		\$ -
12-20-99	AUTH	991220268	002900000GM MT ENGINE			5,378.00			\$ -
12-20-99	AUTH	991220268	002900000GM MAINT			106,870.00			\$ -
TOTALS					\$ 70,641.20	\$ 126,248.00	\$ 25,022.06	\$ .00	\$ 104,475.19

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
ANNUAL

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME WHITE DAK

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								848.43
01-31-99	ALLOTMENT				\$ 1,635.73				787.30
02-08-99	AUTH	990208853	993000000G	MT ENGINE	\$ 1,604.78				2,392.08
02-08-99	AUTH	990208853	993000000G	MAINT		982.51			1,409.57
02-28-99	ALLOTMENT					18,538.00			17,128.43
03-11-99	CREDIT	990311335	983000000G	MT ENGINE	\$ 1,051.84		52.43		16,076.59
03-11-99	CREDIT	990311335	983000000G	MAINT			822.13		16,024.16
03-31-99	ALLOTMENT								15,202.03
04-30-99	ALLOTMENT				\$ 1,937.79				13,264.24
05-31-99	ALLOTMENT				\$ 1,517.32				11,746.92
06-30-99	ALLOTMENT				\$ 1,647.99				10,098.93
07-31-99	ALLOTMENT				\$ 1,936.98				8,161.95
08-31-99	ALLOTMENT				\$ 1,728.85				6,433.10
09-30-99	ALLOTMENT				\$ 1,797.88				4,635.22
10-31-99	ALLOTMENT				\$ 1,531.22				3,104.00
11-16-99	CREDIT	991116105	983000000AC	INTEREST	\$ 1,878.87				1,225.13
11-30-99	ALLOTMENT						152.84		1,072.29
12-07-99	CREDIT	991207789	993000000G	MT ENGINE	\$ 1,848.89				776.60
12-07-99	AUTH	991207790	993000000G	MAINT		327.00	105.29		881.89
<b>TOTALS</b>									<b>554.89</b>
									<b>0</b>

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STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
- ANNUAL -  
LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
AGENCY TYPE 2 AGENCY NAME YATES

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT								
01-31-99	ALLOTMENT				\$ 5,713.77				\$ 55,218.42
02-08-99	AUTH	990208854	993100000GM	MT ENGINE	\$ 5,605.62				\$ 60,932.19
02-08-99	AUTH	990208854	993100000GM	MAINT		4,433.13			\$ 66,537.81
02-28-99	ALLOTMENT					83,644.00			\$ 62,104.68
03-11-99	CREDIT	990311336	983100000GM	MT ENGINE	\$ 3,674.21				\$ 21,539.32
03-11-99	CREDIT	990311336	983100000GM	MAINT			710.51		\$ 17,865.11
03-31-99	ALLOTMENT						19,135.04		\$ 17,154.60
04-30-99	ALLOTMENT				\$ 6,768.89				\$ 1,980.44
05-31-99	ALLOTMENT				\$ 5,300.11				\$ 8,749.33
06-30-99	ALLOTMENT				\$ 5,756.60				\$ 14,049.44
07-31-99	ALLOTMENT				\$ 6,766.07				\$ 19,806.04
08-31-99	ALLOTMENT				\$ 6,039.02				\$ 26,572.11
09-29-99	CREDIT	990929379	003100002AC	OTHER CAT	\$ 6,280.14				\$ 32,611.13
09-30-99	ALLOTMENT						16,930.00		\$ 38,891.27
10-31-99	ALLOTMENT				\$ 5,348.69				\$ 55,821.27
11-16-99	AUTH	991116106	923113300AS	DAY L CON	\$ 6,563.08				\$ 61,169.96
11-16-99	CREDIT	991116107	983100000AC	INTEREST		.01			\$ 67,733.04
11-30-99	ALLOTMENT				\$ 6,458.38		712.48		\$ 68,445.51
TOTALS					\$ 70,274.58	\$ 88,077.14	\$ 37,488.03	\$ .00	\$ 74,903.89



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

4-B2

September 6, 2000

Mr. John E. Mitchell  
McLean County Engineer  
RR #1, Box 85  
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report Supplemental No. 48 covering the receipt and disbursement of Township Bridge Program funds by your county's road districts for the period beginning January 1, 1999 and ending December 31, 1999.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

James J. Jereb  
District Engineer

By: James R. Threadgill III  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

**RECEIVED**

SEP 08 2000

MCLEAN CO. HIGHWAY DEPT.

62

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Supplemental  
Audit Report Number: 48

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of MOTOR FUEL TAX FUNDS of MCLEAN CO TBP for the period beginning Jan. 1, 1999 and ending Dec. 31, 1999, and that the entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

*W. Carter*

Auditor

Date: 8-23-00

BLR 7401

REVIEWED AND APPROVED BY

*J. R. [Signature]*

District Local Roads and Streets Engineer

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Audit Period: Jan. 1, 1999 to Dec. 31, 1999

Purpose of Audit : To determine the status of Motor Fuel Tax Funds as of Dec. 31, 1998.

Other Receipts to the Motor Fuel Tax Fund were as follows:

1999 INTEREST	\$7,669.87
REIMBURSEMENTS	\$6,849.29
<u>TOTAL</u>	<u>\$14,519.16</u>

Final Reports are on file for the following sections:

This Audit was done on a selective sampling basis.

There are adequate records to support Fund Activity.

The Auditor wishes to thank the staff for the courtesy extended during the audit.



ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Fund Balance and Bank Reconciliation  
Supplemental  
Audit Report No.48

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Date: AUGUST 16, 2000

Audit Period Jan.1, 1999, - Dec.31, 1999

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit		276,534.11	276,534.11	
Allotments & Cert.		0.00	0.00	
Total MFT Funds	0.00	276,534.11	276,534.11	
Approved Authorizations		276,369.60	XXXXXXXXXXXXXXXXXX	
Other Receipts	0.00	14,519.16	14,519.16	
Total	0.00	567,422.87	567,422.87	
Disbursements	0.00	108,160.00	108,160.00	
Surplus			XXXXXXXXXXXXXXXXXX	
Unexpended Balance	0.00	459,262.87	459,262.87	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec.31, 1999			248,572.98	
Deduct Outstanding Warrants				
Add Outstanding Investments			210,689.89	
Additions				
Subtractions				
Net Balance in Account Dec. 31, 1999			459,262.87	

BLR 7403(Rev. 1/90)  
IL 494-0654

0.00  
Certified Correct

*W. Bafer*  
Auditor

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SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Supplemental  
Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
ALLIN					0.00			0.00		
89-01124-00-BR					0.00			0.00		
ENG	(3,047.68)				(3,047.68)			(3,047.68)	46,553.74	46,553.74
ARROWSMITH					0.00			0.00	3,047.68	3,047.68
94-03125-00-BR	0.03				0.00			0.00		0.00
ENG	9,398.78			4,433.61	4,433.64			4,433.64	110,320.24	110,320.24
BELLFLOWER					9,398.78			9,398.78		
94-04136-00-BR	2,689.97				0.00			0.00		0.00
ENG					2,689.97			2,689.97	118,747.68	118,747.68
BLOOMINGTON					0.00			0.00	12,290.55	12,290.55
93-05125-00-BR	4,456.74				0.00			0.00		
ENG				2,415.68	6,872.42			6,872.42		0.00
BLUE MOUND					0.00			0.00		0.00
91-07129-00-BR	(1,967.40)	1,967.40			0.00			0.00		0.00
ENG		4,299.56			0.00			0.00		0.00
94-07131-00-BR					4,299.56			4,299.56	33,748.41	33,748.41
ENG		18,312.84			0.00			0.00		0.00
CHEONA					18,312.84			18,312.84		0.00
96-09123-00-BR		140,229.26			0.00			0.00		0.00
ENG					140,229.26			140,229.26		0.00
DALE					0.00			0.00		0.00
88-11124-00-BR	(2,051.39)	2,051.39			0.00			0.00		0.00
ENG	(10,022.91)	10,022.91			0.00			0.00	212,572.62	212,572.62
91-11126-00-BR					0.00			0.00	22,139.44	22,139.44
ENG	(5,337.26)	5,337.26			0.00			0.00		0.00
DANVERS					0.00			0.00	5,337.26	5,337.26
91-12125-00-BR	(1,189.05)	1,189.05			0.00			0.00		0.00
ENG	(3,658.93)	3,658.93			0.00			0.00	58,778.57	58,778.57
93-12126-00-BR					0.00			0.00	7,927.88	7,927.88
ENG	(5,339.70)				0.00			0.00	97,834.42	97,834.42
97-12128-00-BR	118,301.28				(5,339.70)			(5,339.70)	12,180.81	12,180.81
ENG					118,301.28	108,160.00		10,141.28	5,580.00	113,740.00
DOWNS					0.00			0.00		0.00
90-14122-00-BR/90-27143		1,776.86			0.00			0.00		0.00
ENG	(4,855.54)	4,855.54			1,776.86			1,776.86		0.00
92-14123-00-BR	(503.24)	503.06			0.00			0.00	9,777.32	9,777.32
ENG	(2,663.54)	2,663.54			(0.18)			(0.18)	39,059.12	39,059.12
XXXXXXXXXXXXXXXXXXXX	94,210.16	196,867.60	0.00	6,849.29	297,927.05	108,160.00	0.00	189,767.05	801,890.76	910,050.76

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ILLINOIS DEPARTMENT  
OF TRANSPORTATION

SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

PAGE # 2

Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Supplemental  
Audit Report No. 48

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
BAL FROM PAGE # 1	94,210.16	196,867.60	0.00	6,849.29	297,927.05	108,160.00	0.00	189,767.05	801,890.76	
GRIDLEY					0.00			0.00		0.00
94-18126-00-BR	3,212.92				0.00			0.00		0.00
ENG					3,212.92			3,212.92	45,500.00	45,500.00
HUDSON					0.00			0.00	4,932.97	4,932.97
90-19115-00-BR	(67.16)				0.00			0.00		0.00
ENG	(2,403.11)				(67.16)			(67.16)	3,481.00	3,481.00
92-19116-00-BR					(2,403.11)			(2,403.11)	6,160.76	6,160.76
ENG	(2,176.43)				0.00			0.00	30,940.58	30,940.58
LEXINGTON					(2,176.43)			(2,176.43)	4,909.49	4,909.49
96-21129-00-BR		79,502.00			0.00			0.00		0.00
ENG					79,502.00			79,502.00		0.00
MARTIN					0.00			0.00		0.00
89-22133-00-BR					0.00			0.00		0.00
ENG	(10,894.77)				0.00			0.00	80,028.98	80,028.98
94-22134-00-BR	145,909.04				(10,894.77)			(10,894.77)	10,894.77	10,894.77
ENG					145,909.04			145,909.04	4,500.00	4,500.00
OLD TOWN					0.00			0.00		0.00
93-26131-00-BR	962.72				0.00			0.00		0.00
ENG					962.72			962.72	105,503.20	105,503.20
WEST					0.00			0.00		0.00
92-29128-00-BR	2,010.18				0.00			0.00		0.00
ENG	6,180.71				2,010.18			2,010.18	82,309.60	82,309.60
94-29129-00-BR	1,741.03				6,180.71			6,180.71		0.00
ENG	10,770.85				1,741.03			1,741.03	78,048.00	78,048.00
YATES					10,770.85			10,770.85		0.00
88-31131-00-BR					0.00			0.00		0.00
ENG	(2,116.96)				0.00			0.00	118,113.80	118,113.80
INTEREST	4,214.91		(11,884.78)	7,669.87	(2,116.96)			(2,116.96)		0.00
UNOBLIGATED	24,980.02		11,884.78		0.00			0.00		0.00
					36,864.80			36,864.80		0.00



Bank One, Illinois, NA  
 7510 W. Washington Street  
 Indianapolis, IN 46231-0000

1 0 60 100244E

MCLEAN COUNTY HIGHWAY TOWNSHIP  
 BRIDGE PROGRAM  
 PO BOX 2400  
 BLOOMINGTON IL 61702

Acct # 000000273201066

Taxpayer ID# 376001569

Dec 1 through Dec 31, 1999

Page 1 of 2



**IF YOU EXPERIENCE MONEY ACCESS CARD, ATM OR ONE CARD PURCHASE ERRORS, OR YOU NEED TO REPORT YOUR CARD LOST OR STOLEN, CALL US TOLL FREE AT 1-800-452-3141.**

**WE'RE OK WITH Y2K.  
 SO IT'S BANKING AS USUAL AT BANK ONE.  
 YEAR 2000 READINESS DISCLOSURE.**

**WE'RE READY TO ASSIST YOU WITH YOUR BANK ONE ACCOUNT OR OPEN NEW BUSINESS ACCOUNTS 24 HOURS A DAY. CALL BANK ONE BUSINESS SOLUTIONS AT 1-800-404-4111 AND SPEAK WITH ONE OF OUR BUSINESS BANKING EXPERTS TODAY. CALL BUSINESS LOAN BY PHONE AT 1-800-404-4111 WHEN YOU NEED MONEY FOR YOUR BUSINESS.**

**BANK ONE BASIC BUSINESS CHECKING W/INT.**

Account number 000000273201066

Number of checks paid	0	Beginning balance	\$28,644.62
Number of withdrawals	0	Checks paid	.00
Number of deposits/additions	2	Other withdrawals	.00
Interest paid this period	\$197.10	Deposits	+219,928.36
Interest paid this year	\$843.09	Balance as of Dec. 31.	\$248,572.98

**Deposits and other additions**

Date	Description	Amount
12-03	Deposit	219,731.26
12-31	Interest Payment	197.10
		219,928.36

**Daily ending balance**

Date	Amount	Date	Amount
12-03	\$248,375.88	12-31	\$248,572.98

continues

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MCLEAN COUNTY HIGHWAY TOWNSHIP

1 0 60 100244

Acct #000000273201066

Dec 1 through Dec 31, 1999

Page 2 of 2

Interest rates on collected balances			
Effective	\$ 10,000-	\$ 10,000-	
date	\$0- 10,000	25,000	\$ 25,000+
12-01	1.00%	1.00%	1.08%

**BANK ONE**

Bank One, Illinois, NA  
7510 W. Washington Street  
Indianapolis, IN 46231-0000

T R O 90 2061

MCLEAN CO TRES/SPEC BRIDGE PROGRAM  
JAMES E BOYLAN  
PO BOX 2400  
BLOOMINGTON IL 61702

Acct # 000003183000053  
Taxpayer ID# 376001569

Dec 1 through Dec 31, 1999  
Page 1 of 1



**BANK ONE BUSINESS MONEY MARKET**

Account number 000003183000053

Number of deposits	1
Number of withdrawals	0

Beginning balance	\$210,179.36
Deposits	+510.53
Withdrawals	.00
Balance as of Dec. 31	\$210,689.89
Interest paid this year	\$6,826.78

**Transactions**

Date	Description	Deposits	Withdrawals
12-31	Interest Payment	510.53	
		510.53	.00

**Interest rates on collected balances**

Effective date	\$0-1,000	\$1,000-10,000	\$10,000-25,000	\$25,000-50,000	\$50,000-100,000	\$100,000+
12-01	1.98%	1.98%	2.33%	2.33%	2.62%	2.88%

0502-0001-1500



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

4-B3

September 6, 2000

Mr. John E. Mitchell  
McLean County Engineer  
RR #1, Box 85  
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 66 covering the receipt and disbursement of Motor Fuel Tax funds by your county for the period beginning January 1, 1999 and ending December 31, 1999.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

James J. Jereb  
District Engineer

  
By James R. Threadgill III  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

**RECEIVED**

SEP 08 2000

MCLEAN CO. HIGHWAY DEPT.

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

AUDITOR'S CERTIFICATE

MCLEAN COUNTY

Audit Report Number: 66

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of MOTOR FUEL TAX FUNDS of MCLEAN COUNTY for the period beginning Jan. 1, 1999 and ending Dec. 31, 1999, and that the entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

W. Baxter  
Auditor

REVIEWED AND APPROVED BY

J. R. [Signature]  
District Local Roads and Streets Engineer

Date: 8-24-00

BLR 7401

MCLEAN COUNTY

Audit Report No. 66

Audit Period: Jan. 1, 1999 to Dec. 31, 1999

Purpose of Audit : To determine the status of Motor Fuel Tax Funds as of Dec. 31, 1998.

Other Receipts to the Motor Fuel Tax Fund were as follows:

1999 INTEREST	\$98,547.27
CO CONSOLIDATED	\$396,950.00
REIMBURSE	\$34,305.19
DEP ERROR	\$3,976.00
<u>TOTAL</u>	<u>\$533,778.46</u>

Final Reports are on file for the following sections:

85-00148-00-FP	91-00157-00-PV
85-00046-05-BR	97-00000-00-CS
82-00135-00-AS	99-00000-00-CS
REVISED 97-00000-00-GM	

This Audit was done on a selective sampling basis.

There are adequate records to support Fund Activity.

The Auditor wishes to thank the staff for the courtesy extended during the audit.

*(Signature)*

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY

Audit Report No.66

Date: AUGUST 16, 2000

Audit Period Jan.1, 1999, - Dec.31, 1999

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	1,807,681.49	666,969.03	2,474,650.52	FROM 1997 2.00
Allotments & Cert.	2,108,919.85	0.00	2,108,919.85	1905 320.85
Total MFT Funds	3,916,601.34	666,969.03	4,583,570.37	1908 700.00
Approved Authorizations	(4,185,903.48)	4,185,903.48	XXXXXXXXXXXX	from Dec 1,236,828.45
Other Receipts	0.00	533,778.46	533,778.46	TOTAL 1,237,851.30
Total	(269,302.14)	5,386,650.97	5,117,348.83	
Disbursements	0.00	4,572,974.81	4,572,974.81	
Surplus	1,021,383.64	(1,021,383.64)	XXXXXXXXXXXX	
Unexpended Balance	752,081.50	(207,707.48)	544,374.02	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec.31, 1999			198,610.52	RECEIPTS
Deduct Outstanding Warrants			1,237,851.30	CO CONSOLIDA 396,950.00
Add Outstanding Investments			1,583,649.49	INTEREST 98,547.27
Additions				FEMA 33,221.19
Subtractions			34.69	REIMBURSE 1,084.00
Net Balance in Account Dec. 31, 1999			544,374.02	DEP ERROR 3,976.00
				TOTAL 533,778.46

BLR 7403(Rev. 1/90)  
IL 494-0654

0.00  
Certified Correct

*D. Bayte*  
Auditor



SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS  
BY SECTIONS AND CATEGORIES

Audit Period: Jan. 1, 1999 - Dec. 31, 1999

Audit Report No. 66

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
CONSTRUCTION										
82-00135-00-AS	(1,418.88)				0.00			0.00		
ENG					(1,418.88)			(1,418.88)	1,418.88	1,418.88
85-00046-05-BR CONST					0.00			0.00		
ENG	(7,683.00)				0.00			0.00		0.00
85-00148-00-FP					0.00			0.00		
ENG	(11,809.75)				(7,683.00)			(7,683.00)	7,683.00	7,683.00
87-00122-02-BR					(11,809.75)			(11,809.75)	13,902.55	13,902.55
ENG	(9,572.11)				0.00			0.00	4,489.00	4,489.00
90-00081-00-AS CONS	(99,091.78)				(9,572.11)			(9,572.11)	9,572.11	9,572.11
ENG					(99,091.78)			(99,091.78)	99,091.78	99,091.78
90-00156-00-AS	(58,372.46)				0.00			0.00		
ENG	(9,752.22)				(58,372.46)			(58,372.46)	58,372.46	58,372.46
ROW	(20,250.50)				(9,752.22)			(9,752.22)	9,752.22	9,752.22
92-00159-00-FP CONS	86,303.86				(20,250.50)			(20,250.50)	20,250.50	20,250.50
ENG	(118,056.98)				86,303.86			86,303.86	1,473,696.14	1,473,696.14
ROW	(44,729.30)				(118,056.98)	1,023.20		(119,080.18)	118,056.98	119,080.18
95-00164-00-TL CONS		5,347.57			(44,729.30)			(44,729.30)	51,282.55	51,282.55
ENG					5,347.57	5,347.57		0.00		5,347.57
96-00165-02-RS CONS	6,057.92				0.00			0.00		
ENG	(6,231.19)	6,231.19			6,057.92		6,057.92	0.00	294,600.00	294,600.00
96-00166-00-RS CONS	145,158.46				0.00			0.00	6,231.19	6,231.19
ENG	(6,731.33)	6,731.33			145,158.46		145,158.46	0.00	200,000.00	200,000.00
96-00167-00-RS CONS	23,600.00				0.00			0.00	6,731.30	6,731.30
ENG	(9,041.99)	9,041.99			23,600.00		23,600.00	0.00	201,400.00	201,400.00
97-00165-00-FP					0.00			0.00	9,041.99	9,041.99
ENG	(174,945.47)				0.00			0.00		
96-00169-00-RS CONS	(38,812.72)				(174,945.47)	31,206.68		(206,152.15)	174,945.47	206,152.15
ENG	(1,065.18)				0.00	22,600.00		(22,600.00)		
97-00056-06-RS CONS	159,693.28				(38,812.72)			(38,812.72)	335,426.04	335,426.04
EN G	(6,430.77)				(1,065.18)	4,034.46		(5,099.64)	1,065.18	5,099.64
97-00042-06-SM CONS	191,908.65				159,693.28			159,693.28	140,000.00	140,000.00
ENG	(3,140.18)				(6,430.77)			(6,430.77)	6,430.77	6,430.77
96-00056-05-RS	(8,239.37)				191,908.65			191,908.65		
ENG	129,313.35				(3,140.18)			(3,140.18)	3,140.18	3,140.18
97-00148-01-FP CONST	(4,088.70)				0.00			0.00		
ENG	148,484.50				(8,239.37)			(8,239.37)	8,239.37	8,239.37
98-00159-01-WR CONS	(11,587.99)				129,313.35	166,349.44		(37,036.09)	32,700.00	199,049.44
ENG	135,885.18				(4,088.70)	7,480.56		(11,569.26)	4,088.70	11,569.26
98-00174-00-RS CONS	(2,969.48)				148,484.50			148,484.50	437,172.50	437,172.50
ENG					(11,587.99)	3,650.51		(15,238.50)	11,587.99	15,238.50
XXXXXXXXXXXXXXXXXXXX	372,383.85	27,352.08	0.00	784.00	136,689.18	1,224.06	174,816.38	136,669.18	100,805.73	100,805.73
XXXXXXXXXXXXXXXXXXXX					(2,969.48)			(4,193.54)	2,969.48	4,193.54
XXXXXXXXXXXXXXXXXXXX					0.00			0.00		0.00
XXXXXXXXXXXXXXXXXXXX					400,519.93	242,916.48	174,816.38	(17,212.93)	3,844,144.06	4,087,060.54

SECTION	Balance Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Dis- bursements	Surplus to Unobligated Balance	Unexpended Balance	Prev. Accumu- lated Dis- bursements	Total Accumu- lated Dis- bursements
BALANCE FROM PAGE #1	372,383.85	27,352.08	0.00	784.00	400,519.93	242,916.48	174,816.38	(17,212.93)	3,844,144.06	
97-00046-09-RS	(30,035.85)	30,035.85			0.00			0.00		0.00
ENG	(9,877.25)				(9,877.25)	4,092.99		0.00	3,035.85	3,035.85
97-00135-04-WR	878,774.63	878,774.63			878,774.63	401,417.89		(13,970.24)	9,877.25	13,970.24
ENG	(49,833.96)				(49,833.96)	43,727.91		477,356.74	49,833.96	451,251.85
ROW					0.00	27,266.44		(93,561.87)		43,727.91
98-00171-00-RS CONS	317,011.63	317,011.63			317,011.63	534,126.00		(27,266.44)		27,266.44
ENG					0.00	7,469.11		(217,114.37)		534,126.00
99-00179-00-WR CONS	1,228,366.17	1,228,366.17			1,228,366.17	1,283,987.28		(7,469.11)		7,469.11
ENG					0.00	11,703.22		(55,621.11)		1,283,987.28
99-00056-07-RS CONS	310,459.58	310,459.58			310,459.58	339,836.49		(11,703.22)		11,703.22
ENG					0.00	2,641.20		(29,376.91)		339,836.49
98-00168-00-FP					0.00	0.00		(2,641.20)		2,641.20
ENG					0.00	167.49		0.00		0.00
ROW					0.00	12,100.00		(167.49)		167.49
99-00044-06-WR					0.00	0.00		(12,100.00)		12,100.00
ENG					0.00	0.00		0.00		0.00
ROW					0.00	30,804.49		(30,804.49)		30,804.49
98-00113-03-FP					0.00	880.00		(880.00)		880.00
ENG					0.00	0.00		0.00		0.00
98-00170-00-RS					0.00	67,368.27		(67,368.27)		67,368.27
ENG					0.00	4,623.81		0.00		0.00
99-00057-09-WR					0.00	0.00		(4,623.81)		4,623.81
ENG					0.00	2,340.90		0.00		0.00
99-00140-02-WR					0.00	14,577.51		(2,340.90)		2,340.90
ENG					0.00	0.00		(14,577.51)		0.00
ERROR					0.00	0.00		0.00		14,577.51
					3,976.00	706.13		0.00		0.00
					0.00	0.00		3,269.87		706.13
SUPT SALARY					0.00	0.00		0.00		0.00
7-00000-00-CS	275.00				275.00	0.00		0.00		0.00
8-00000-00-CS	4,917.85				4,917.85	0.00		275.00		76,457.02
9-00000-00-CS	84,864.00				85,164.00	79,823.88		0.00	77,813.15	77,813.15
					0.00	0.00		5,340.12		79,823.88
					0.00	0.00		0.00		0.00
MAINTENANCE					0.00	0.00		0.00		0.00
7-00000-00-GMM	246.68				246.68	0.00		0.00		0.00
ENG					0.00	0.00		0.00		0.00
8-00000-00-GMM	324,322.20				324,322.20	35,957.92		0.00	856,816.44	856,816.44
ENG	(7,558.61)				1,480.93	288,364.28		0.00	79,466.03	79,466.03
9-00000-00-GMM	9,039.54				1,243,221.19	1,328,617.03		(0.00)	936,142.60	972,100.52
ENG					90,000.00	95,822.37		(85,395.84)	97,558.61	97,558.61
					0.00	0.00		(5,822.37)		1,328,617.03
					0.00	0.00		0.00		95,822.37
1-00000-00-AC	62,129.12				62,129.12	0.00		0.00		0.00
1-00000-00-AC					98,547.27	98,547.27		0.00		0.00
					0.00	0.00		6,068.87		0.00
1-00000-01-AC OTHER					396,950.00	396,950.00		0.00		0.00
XXXXXXXXXXXXXXXXXXXX	666,969.03	4,185,903.48	0.00	533,778.46	5,386,650.97	4,572,974.81	1,021,383.64	(207,707.48)	6,031,144.97	6,517,059.24

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# Commerce Bank

120 N Center PO Box 68  
Bloomington IL 61702-0068

McLean County Treasurer

205 M B 3 04303

14

James E Boylan  
Motor Fuel Tax Fund  
PO Box 2400  
104 W Front St  
Bloomington IL 61701-5005

## Bank Statement

Primary Account Number:

720001082

If you have questions about your statements,  
please call us at 800-746-8704.

Taxpayer ID:

376001569

Statement Date:

December 31, 1999

Page Number:

1 of 2

### FOR YOUR INFORMATION

Preparing for the Year 2000 has been a top priority for Commerce Bank since 1996. Our Goal is to keep our customers informed on our Year 2000 progress. To request a copy of our Y2K brochure, which provides an update on Y2K readiness at Commerce Bank, call us toll free at 1-877-200-5300, or visit the Commerce Bank web site at [www.commercebank.com](http://www.commercebank.com).

Wishing you and yours a Happy Holiday Season. Commerce Bank is looking forward to serving your financial needs in the Year 2000.

### BUSINESS INTEREST CHECKING Account # 720001082

#### Account Summary Account # 720001082

Beginning Balance on November 30, 1999	\$ 80,740.30
Deposits & Other Credits	+ 203,973.74
Checks Paid	- 86,103.52
<b>Ending Balance on December 31, 1999</b>	<b>\$ 198,610.52</b>

#### Daily Balance Summary Account # 720001082

Date	Balance	Date	Balance	Date	Balance
12-06	79,557.54	12-10	53,625.89	12-23	192,411.26
12-07	59,552.89	12-14	247,077.44	12-24	192,282.98
12-08	56,604.99	12-21	212,600.80	12-29	202,730.48
12-09	53,648.67	12-22	196,367.58	12-31	198,610.52

#### Interest Summary Account # 720001082

Current Interest Rate	0.59%
Interest Paid This Statement Period	74.69
1999 Interest Paid Year-to-date	2,408.45

1482000F

Deposits & Other Credits Account # 720001082

Description		Date Credited	Amount
Deposit	Ref Nbr: 21575490	12-14	193,451.55
Deposit	Ref Nbr: 21146234	12-29	10,447.50
Interest Payment	Ref Nbr: 14706466	12-31	74.89
<b>Total Deposits &amp; Other Credits</b>			<b>\$ 203,973.74</b>

Checks Paid Account # 720001082

Date Paid	Check Number	Amount	Reference Number	Date Paid	Check Number	Amount	Reference Number
12-09	1971	2,956.32	22260923	12-06	2031	1,182.76 ✓	22548452
12-23	1972	2,956.32	22844456	12-08	2032	856.90 ✓	21452403
12-07	2026*	16,291.90 ✓	22747564	12-21	2033	34,476.64	21850900
12-10	2027	22.78 ✓	21791944	12-22	2034	719.88	21217839
12-08	2028	300.00 ✓	21474479	12-24	2035	128.28	22074450
12-07	2029	3,772.78 ✓	22683209	12-22	2036	16,513.34	21217837
12-08	2030	1,791.00 ✓	21474007	12-31	2053*	4,194.65	22238509

\* - Indicates a skip in sequential check numbers

**Total Checks Paid**

**\$ 86,103.52**



# Commerce Bank

120 N Center PO Box 68  
Bloomington IL 61702-0068



205 M B 2 04303

0

McLean County Treasurer  
James E Boylan  
Motor Fuel Tax Fund  
PO Box 2400  
104 W Front St  
Bloomington IL 61701-5005

## Bank Statement

Primary Account Number: 727001082

*If you have questions about your statement,  
please call us at 800-746-8704.*

Taxpayer ID: 376001569  
Statement Date: December 31, 1999  
Page Number: 1 of 2

### FOR YOUR INFORMATION

*Preparing for the Year 2000 has been a top priority for Commerce Bank since 1996. Our Goal is to keep our customers informed on our Year 2000 progress. To request a copy of our Y2K brochure, which provides an update on Y2K readiness at Commerce Bank, call us toll free at 1-877-200-5300, or visit the Commerce Bank web site at [www.commercebank.com](http://www.commercebank.com).*

*Wishing you and yours a Happy Holiday Season. Commerce Bank is looking forward to serving your financial needs in the Year 2000.*

### INTEREST CHECKING-GOVT BID Account # 727001082

#### Account Summary Account # 727001082

Beginning Balance on November 30, 1999  
Deposits & Other Credits

\$ 19,815.54  
+ 58.90

Ending Balance on December 31, 1999

\$ 19,874.44

#### Daily Balance Summary Account # 727001082

Date	Balance
12-31	19,874.44

#### Interest Summary Account # 727001082

Current Interest Rate	3.50%
Interest Paid This Statement Period	58.90
1999 Interest Paid Year-to-date	9,637.28

Deposits & Other Credits Account # 727001082

Description	Ref Nbr:	Date Credited	Amount
Interest Payment	1981554	12-31	58.90
<b>Total Deposits &amp; Other Credits</b>			<b>\$ 58.90</b>

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Contact us at the address or phone number listed on page one of this statement. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please contact us as soon as possible. We must hear from you no later than 90 days after we sent you the FIRST statement on which the error or problem appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The information above applies to checking, savings, or other consumer accounts established for personal, family, or household purposes.

If your checking or money market account has no activity for 12 consecutive months it will be considered dormant and assessed a \$5 monthly fee. Regular savings accounts with no activity for 18 consecutive months will be considered dormant and assessed a \$3 monthly fee.

NOT TRANSFERABLE AS DEFINED IN 12 CFR PART 204

Portfolio Activity

Account Name: MCLEAN COUNTY TREASURER Account Number: MC60G-07021

Transaction Date	Portfolio Name	Opening Balance	Investment Type	Rate	Transaction Amount	Closing Balance
01/03/2000	637 US TREASURY WEEKLY	\$63,775.05	Paid Interest	5.0000	\$62.00	\$63,837.05
01/03/2000	637 US TREASURY WEEKLY	\$63,837.05	Investment Matured	5.0000	-\$63,837.05	\$0.00
01/03/2000	637 US TREASURY WEEKLY	\$0.00	Rolled Investment	5.0000	\$63,837.05	\$63,837.05
01/10/2000	637 US TREASURY WEEKLY	\$63,837.05	Paid Interest	5.0000	\$62.06	\$63,899.11
01/10/2000	637 US TREASURY WEEKLY	\$63,899.11	Investment Matured	5.0000	-\$63,899.11	\$0.00
01/10/2000	637 US TREASURY WEEKLY	\$0.00	Rolled Investment	5.0000	\$63,899.11	\$63,899.11
01/10/2000	637 US TREASURY WEEKLY	\$63,899.11	Interest Update	5.0200	\$0.00	\$63,899.11
01/18/2000	637 US TREASURY WEEKLY	\$63,899.11	Paid Interest	5.0200	\$71.28	\$63,970.39
01/18/2000	637 US TREASURY WEEKLY	\$63,970.39	Investment Matured	5.0200	-\$63,970.39	\$0.00
01/18/2000	637 US TREASURY WEEKLY	\$0.00	Rolled Investment	5.0200	\$63,970.39	\$63,970.39
01/24/2000	637 US TREASURY WEEKLY	\$63,970.39	Paid Interest	5.0200	\$53.52	\$64,023.91
01/24/2000	637 US TREASURY WEEKLY	\$64,023.91	Investment Matured	5.0200	-\$64,023.91	\$0.00
01/24/2000	637 US TREASURY WEEKLY	\$0.00	Rolled Investment	5.0200	\$64,023.91	\$64,023.91
01/31/2000	637 US TREASURY WEEKLY	\$64,023.91	Paid Interest	5.0200	\$62.49	\$64,086.40
01/31/2000	637 US TREASURY WEEKLY	\$64,086.40	Investment Matured	5.0200	-\$64,086.40	\$0.00
01/31/2000	637 US TREASURY WEEKLY	\$0.00	Rolled Investment	5.0200	\$64,086.40	\$64,086.40
01/31/2000	637 US TREASURY WEEKLY	\$64,086.40	Interest Update	5.2700	\$0.00	\$64,086.40

*Jan. int. 311.35*

Account Portfolio Balance

Participant: 60G-07017 Date: 12/31/1999

You Are Here!

60G-07017

Customer Number	Portfolio Name	Rate	Opening Balance	Reinvested Interest	Updated Balance	Increase/Decrease	Closing Balance
MC60G-07017	637 US TREASURY WEEKLY	5.0000	\$436,176.78	\$0.00	\$436,176.78	\$0.00	\$436,176.78
MC60G-07018	637 US TREASURY WEEKLY	5.0000	\$551,790.33	\$0.00	\$551,790.33	\$0.00	\$551,790.33
MC60G-07019	637 US TREASURY WEEKLY	5.0000	\$1,388,671.88	\$0.00	\$1,388,671.88	\$0.00	\$1,388,671.88
MC60G-07020	637 US TREASURY WEEKLY	5.0000	\$362,368.25	\$0.00	\$362,368.25	\$0.00	\$362,368.25
MC60G-07021	637 US TREASURY WEEKLY	5.0000	\$63,775.05	\$0.00	\$63,775.05	\$0.00	\$63,775.05
Total:			\$2,802,782.29	\$0.00	\$2,802,782.29	\$0.00	\$2,802,782.29

63,775.05 +  
 63,527.27 -  
 247.78 \*

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COUNTY MOTOR FUEL TAX FUN

FORM 71 N.L.A.

LINE NO.	DATE	TYPE	CER#	AMOUNT	RATE	DUE	ADDITIONAL TAXES	
							EARNED	PAID
1	10-1-96	Commerce PR	144021177	1,200M	5.10%	11-22-96	311.68	12-1-96
2	10-25-96	Commerce BR	144021801	1,000M	5.10%	11-25-96	5,100.00	12-3-96
3	11-25-96	Commerce BR	144022273	1,200M	5.25%	2-24-97	4,250.00	12-2-96
4	11-25-96	Commerce BR	144022292	1,000M	5.25%	2-24-97	16,228.33	2-25-97
5	2/24/97	Commerce BR	144024000	1,000M	5.10%	3-26-97	93,270.83	2-25-97
6	2/21/97	Commerce BR	144024009	1,200M	5.10%	3-26-97	COMBINED	
7	2/1/97	Commerce BR	144024230	2,200M	5.25%	5-22-97	28,233.33	5-22-97
8	5/23/97	Commerce BR	144025900	2,200M	5.35%	7-22-97	19,616.67	7-22-97
9	7/29/97	Commerce BR	144027400	2,200M	5.15%	9-22-97	19,178.06	9-22-97
10	7/22/97	Commerce BR	144028887	2,200M	5.20%	12-22-97	28,919.78	12-22-97
11	12/22/97	Commerce BR	131026167	2,200M	5.25%	3-22-98	29,195.83	3-22-98
12	2-22-98	Commerce BR	144031971	2,200M	5.25%	5-22-98	19,250.00	5-22-98
13	5-22-98	Commerce BR	144032885	2,200M	5.20%	6-22-98	9,851.11	6-22-98
14	6-22-98	Commerce PR	144033470	2,200M	5.30%	7-22-98	7,166.67	7-22-98
15	7-22-98	Commerce BR	131031587	2,200M	5.30%	8-21-98	7,716.67	8-21-98
16	8-21-98	Commerce BR	144034371	2,000M	5.30%	9-21-98	9,127.78	9-21-98
17	9-21-98	Commerce BR	131033125	2,000M	5.30%	10-21-98	8,833.33	10-22-98
18	10-21-98	Commerce BR	131034075	2,000M	4.70%	12-21-98	15,927.78	12-21-98
19	12-21-98	Commerce BR	144036710	2,000M	4.25%	1-20-99	6,847.22	1-22-99
20	1-20-99	Commerce PR	144037137	2,000M	4.25%	2-19-99	9,083.33	2-19-99
21	2-19-99	Commerce BR	144037590	2,000M	4.50%	3-21-99	7,750.00	3-22-99
22	3-21-99	Commerce PR	131037471	2,000M	4.50%	4-21-99	7,500.00	4-22-99
23	4-21-99	Commerce BR	131037871	2,000M	4.30%	5-21-99	7,166.67	5-21-99
24	5-21-99	Commerce BR	131038570	2,000M	4.30%	6-21-99	6,405.50	6-21-99
25	6-21-99	Commerce BR	131039008	2,000M	4.30%	7-21-99	7,166.67	7-22-99
26	7-21-99	Commerce BR	131039408	2,000M	4.30%	8-19-99	6,727.28	8-19-99
27	8-19-99	Commerce BR	131040020	2,000M	4.50%	10-18-99	14,522.25	10-19-99
28	10-5-99	Commerce BR	144040571	1,750M	4.50%	10-19-99		
29	10-8-99	Commerce BR	131041225	1,500M	4.40%	11-17-99	5,500.00	11-17-99
30	11-17-99	Commerce BR	131041668	1,500M	4.55%	12-17-99	5,687.50	12-21-99
31	12-17-99	Commerce PR	131042224	1,500M	4.65%	1-18-00		

LOCAL AGENCY MOTOR FUEL TAX AUDIT REPORT

DISTRICT 03 COUNTY 113  
 AGENCY TYPE 1 AGENCY NAME MCLEAN

TRANS. DATE	TRANS. TYPE	TRANS. NUMBER	SECTION NUMBER	CATEGORY	ALLOTMENT	AUTHORIZATION	CREDIT	PAY TO STATE	UNOBLIGATED BALANCE
12-31-98	ALLOTMENT				\$ 172,225.07				\$ 1,807,681.49
01-19-99	CREDIT	990119951	960009502RS	CONT CONS					\$ 1,979,906.56
01-19-99	AUTH	990119952	960009502RS	ENGINEERING		\$ 6,231.19	\$ 6,057.92		\$ 1,985,964.48
01-19-99	CREDIT	990119953	960016700RS	CONT CONS					\$ 1,979,733.29
01-19-99	AUTH	990119954	960016700RS	ENGINEERING		\$ 9,041.99	\$ 23,600.00		\$ 2,003,333.29
01-19-99	CREDIT	990119955	960016600RS	CONT CONS					\$ 1,994,291.30
01-19-99	AUTH	990119956	960016600RS	ENGINEERING		\$ 6,731.33	\$ 145,158.46		\$ 2,139,449.76
01-31-99	ALLOTMENT				\$ 168,964.39				\$ 2,132,718.43
02-16-99	AUTH	990216113	990000000CS	SALARY		\$ 84,864.00			\$ 2,301,682.82
02-19-99	AUTH	990219440	990000000GM	MT ENGINE		\$ 90,000.00			\$ 2,216,818.82
02-19-99	AUTH	990219440	990000000GM	MAINT		\$ 1,210,000.00			\$ 2,126,818.82
02-28-99	ALLOTMENT				\$ 110,733.43				\$ 916,818.82
03-03-99	AUTH	990303874	950016400TL	CONT CONS		\$ 5,347.57			\$ 1,027,552.25
03-17-99	CREDIT	990317481	980000000AC	INTEREST			\$ 61,352.59		\$ 1,022,204.68
03-30-99	CREDIT	990330078	980000000GM	MAINT			\$ 280,518.96		\$ 1,083,557.27
03-30-99	AUTH	990330079	980000000GM	MT ENGINE		\$ 9,039.54			\$ 1,364,076.23
03-31-99	ALLOTMENT				\$ 203,986.93				\$ 1,355,036.69
04-30-99	ALLOTMENT				\$ 158,712.15				\$ 1,559,023.62
05-31-99	ALLOTMENT				\$ 172,412.21				\$ 1,717,735.77
06-04-99	CREDIT	990604232	980000000CS	SALARY			\$ 4,917.85		\$ 1,890,147.98
06-30-99	ALLOTMENT				\$ 202,641.10				\$ 1,895,065.83
07-21-99	AUTH	990721653	980017100RS	CONT CONS		\$ 317,011.63			\$ 2,097,706.93
07-31-99	ALLOTMENT				\$ 180,872.74				\$ 1,780,695.30
08-31-99	ALLOTMENT				\$ 188,119.90				\$ 1,961,568.04
09-22-99	AUTH	990922389	970013504WR	CONT CONS		\$ 878,774.63			\$ 2,149,687.94
09-22-99	AUTH	990922407	990017900WR	CONT CONS		\$ 1,228,366.17			\$ 1,270,913.31
09-23-99	AUTH	990923430	990005607RS	CONT CONS		\$ 310,459.58			\$ 42,547.14
09-28-99	CREDIT	990928578	000000001AC	OTHER CAT			\$ 396,950.00		\$ 267,912.44
09-30-99	ALLOTMENT				\$ 160,212.64				\$ 129,037.56
10-31-99	ALLOTMENT				\$ 196,587.74				\$ 289,250.20
11-10-99	AUTH	991110873	970004609RS	CONT CONS		\$ 30,035.85			\$ 485,837.94
11-10-99	CREDIT	991110874	980000000AC	INTEREST					\$ 455,802.09
11-16-99	CREDIT	991116047	970000000GM	MAINT			\$ 776.53		\$ 456,578.62
11-16-99	CREDIT	991116063	980000000GM	MT ENGINE			\$ 246.68		\$ 456,825.30
11-16-99	CREDIT	991116063	980000000GM	MAINT			\$ 1,480.93		\$ 458,306.23
11-30-99	ALLOTMENT				\$ 193,451.55		\$ 7,845.32		\$ 466,151.55
12-29-99	CREDIT	991229677	990000000AC	INTEREST			\$ 92,478.40		\$ 659,603.10
TOTALS					\$ 2,108,919.85	\$ 4,185,903.48	\$ 1,021,383.64	\$ .00	\$ 752,081.50

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 October 3, 2000, for a letting held on September 27, 2000 for McLean County, and;

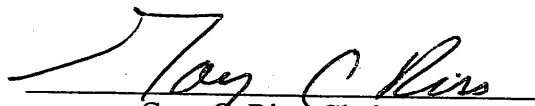
WHEREAS, the Transportation Committee duly approved the bids on October 3, 2000.

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

2000 McLEAN COUNTY CULVERT SECTIONS:

McLean County .....Sec. 2000 Non-MFT Taylor Culvert  
Low bidder for this project was Stark Excavating, Inc. ....\$104,753.67

McLean County .....Sec. 2000 Non-MFT Woods Culvert  
Low bidder for this project was Stark Excavating, Inc. ....\$46,786.60

  
Gary C. Riss, Chairman


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 ~~June 20~~ <sup>10-17</sup>, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17 day of Oct., A.D., 2000.

[SEAL]

  
County Clerk

Municipality	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>LOCAL AGENCY</b>	<b>CONSULTANT</b>	Name
Township Bloomington				Farnsworth & Wylie, Inc.
County McLean				Address 2709 McGraw Drive
Section 00-05126-00-BR				City Bloomington
				State Illinois 61704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of October, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Senator Harber H. Hall Bridge

Route \_\_\_\_\_ Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. Proposed 057-3425 )  
Existing 057-3411)

Termini 1570 E @ 900 N

Description:  
 Replace bridge with new structure and minimal approach roadway

**Agreement Provisions**

**The Engineer Agrees,**

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

Note: Four copies to be submitted to District Engineer

gl

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

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees	
Under	\$50,000	10.00	(see note)
First	\$50,000	10.00	%
Next	\$50,000	7.75	%
Next	\$100,000	6.50	%
Next	\$200,000	5.60	%
Next	\$200,000	5.25	%

2. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER in accordance with the attached Schedule of Charges up to the time he is notified in writing of such abandonment.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of the attached Schedule of Charges. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

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

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

Executed by the LA:

ATTEST: \_\_\_\_\_ McLean County \_\_\_\_\_ of the  
 (Municipality/Township/County)  
 State of Illinois, acting by and through its  
 By \_\_\_\_\_ County Board \_\_\_\_\_  
 \_\_\_\_\_ County Clerk By \_\_\_\_\_  
 (Seal) Title Chairman

Executed by the ENGINEER:

ATTEST: \_\_\_\_\_ Farnsworth & Wylie, Inc. \_\_\_\_\_  
 \_\_\_\_\_ 2709 McGraw Drive \_\_\_\_\_  
 \_\_\_\_\_ Bloomington, IL 61704 \_\_\_\_\_  
 By Donald K. Rutledge By George A. Farnsworth  
 Title Secretary Title Chairman

**SCOPE OF SERVICES**  
**McLean County 00-05126-00-BR**  
**1570 E, 900 N**  
**Bloomington Township**  
**Proposed Structure No. 057-3425**  
**Francois Bridge**  
**September 25, 2000**

This work shall be completed and delivered to the County two months after receiving approval of the hydraulic report.

1. Road Survey with Total Station/Data Collector
  - Road 900, 1200 feet
  - Use vertical datum from Bloomington & Normal Water Reclamation District Division E "East Side Interceptor Sewer" plans dated 10/15/97
2. Hydraulic Survey
  - Kickapoo Creek - 500' upstream and downstream
3. Hydraulic Report
  - Perform hydraulic analysis of natural conditions, existing bridge, and proposed structure location
  - Prepare Preliminary Bridge Design and Hydraulic Report
4. Plans
  - Plot existing and proposed roadway cross-sections
  - Vertical alignment for roadway
  - Horizontal alignment for roadway
  - Soil borings furnished by County
  - TBP funding for bridge
  - 28' wide bridge plus sidewalk on south side and top mounted rail on north side
  - Modified Bridge Approach Pavement

Note: Not included in this Scope of Services - Any right-of-way surveys, property surveys, easement descriptions, temporary use permits, IHPA historical/ archeological Level 1 sign-off or studies or IDOC endangered species sign-off or detailed action reports or any purchase of title commitments. This work to be done on a time and material basis, if needed per the attached Schedule of Charges.



**Farnsworth & Wylie, Inc.**  
**Engineers, Architects & Surveyors**  
 2709 McGraw Drive  
 Bloomington, Illinois 61704

Schedule of Charges  
 (For Work Not On A Percentage Fee Basis)

January 1, 2000

**Professional Staff:**

	<b>Per Hour</b>
Engineering/Architectural Intern I .....	\$ 58.00
Engineering/Architectural Intern II .....	\$ 63.00
Engineer & Land Surveyor .....	\$ 68.00
Architect & Landscape Architect .....	\$ 68.00
Senior Engineer & Senior Land Surveyor .....	\$ 76.00
Senior Architect & Senior Landscape Architect .....	\$ 76.00
Senior Planner .....	\$ 76.00
Project Engineer & Project Land Surveyor .....	\$ 87.00
Project Architect & Project Landscape Architect .....	\$ 87.00
Project Manager .....	\$ 96.00
Senior Project Manager .....	\$100.00
Chief Structural Engineer .....	\$105.00
Principal .....	\$105.00

**Technical Staff:**

Assistant .....	\$ 36.00
Technician .....	\$ 47.00
Senior Technician .....	\$ 58.00
Chief Technician .....	\$ 68.00
Planner .....	\$ 64.00
Computer Specialist .....	\$ 75.00
Designer .....	\$ 68.00
Senior Designer .....	\$ 71.00
Project Designer .....	\$ 74.00

**Miscellaneous:**

Clerical .....	\$ 36.00
Overtime Requested by Client .....	Negotiated
Expert Testimony .....	2 x billing rate
Field Vehicle & Equipment .....	\$ 7.00
Automobile (per mile) .....	\$ 0.35
CADD Computer (add to Operator Rate) .....	\$ 10.00
Consultants & Reimbursable Expenses Related to Project * .....	Cost + 10%
GPS Equipment Not to Exceed \$200/day per receiver .....	\$20.00/hour/receiver

\* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.

**RATES EFFECTIVE FOR MFT SECTION 00-5126-00-BR**

Sec. 00-05126-00-BR

Senator Haber H. Hall Bridge at 1600E & 925N

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Bloomington 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 south line of the south east  $\frac{1}{4}$  of section south east T 27 N, R 2 E of the 3<sup>rd</sup> P.M., Bloomington Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 37,000 be used as the County's share of the cost of this structure.

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

Bloomington 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 \$ 370,000 and the present structure is inadequate.

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

Respectfully submitted,

Charles J. Spalding  
Highway Commissioner

Bloomington Road District

Approved [Signature]  
County Engineer, McLean County, IL

9-18-00

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Road District				Ozyurt and Stone, Inc.
Downs				Address
County				511 West Capitol
McLean		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
00-14124-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Volton Bridge Route \_\_\_\_\_ Length 0.189 Mi. (Structure No. 057-4227(Proposed) None (Existing))  
 Termini SW 1/4, Sec. 22, T22N, R3E of 3rd P.M., approximately 4.0 miles south of Downs, Illinois

Description: Removal and replacement of an existing bridge structure and including the necessary approach roadway work. (Township Bridge Program: Plans to be done in English Units)

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to District Engineer.

- See Para. 2----h.(X) LA AGREES Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
- N/A-----i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- N/A-----k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- L.(X) Plans and papers to be prepared in English Units.
- See Para. 2----m.(X) LA AGREES Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1L, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.( ) A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items for the improvement as approved by the DEPARTMENT.
- b.(X) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule, but not less than a lump sum fee of \$9,000.00

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$ 50,000.....	10.00	x
First \$ 50,000.....	7.75	x
Next \$ 100,000.....	6.50	x
Next \$ 200,000.....	5.60	x
Next \$ 200,000.....	5.20	x

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

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Grade Classification  
of Employee

Hourly Rate

Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Professional Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 12-31-2001. In event the services of the ENGINEER extend beyond 12-31-2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

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

---

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

McLean County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

County Board,

McLean County Clerk

By \_\_\_\_\_

(Seal)

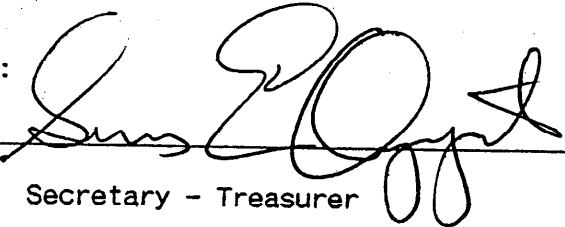
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

ATTEST:

511 West Capitol

By 

Springfield, Illinois 62704

Title: Secretary - Treasurer

By Frank Stone Jr.

Title: President

Sec. 00-14124-00-BR  
Yolton Bridge at 400 N & 2150E

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Downs 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 south line of the south east  $\frac{1}{4}$  of section 22 T 22 N, R 3E of the 3<sup>rd</sup> P.M., Downs Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 18,000 be used as the County's share of the cost of this structure.

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

Downs 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 \$ 180,000 and the present structure is inadequate.

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

Respectfully submitted,

Rodney E. Lush  
Highway Commissioner

Downs Road District

Approved [Signature]  
County Engineer, McLean County, IL

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

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<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Uzman
Township: Gridley	Address: 801 South Durkin Drive
Section: 00-18129-00-BR	City: Springfield
	State: Illinois

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "Department", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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**SECTION DESCRIPTION**

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Name Rinkenberger Bridge Length 0.10 mile ±

Structure No. Existing 057-4603; Proposed 057-4621

Location SW 1/4, Sec. 9, T26N, R3E, 3<sup>rd</sup> P.M., 0.5 miles south of Gridley

Description: Bridge replacement and approach work

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation

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**AGREEMENT PROVISIONS**

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**THE ENGINEER AGREES**

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

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

**THE LA AGREES**

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

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000 .....	10.00 (see note)
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

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

<u>Grade Classification of Employee</u>	<u>(2001-P) Hourly Rate</u>
Land Surveyor	\$98.80
Engineer 8	100.95
Engineer 7	91.90
Engineer 6	85.20
Engineer 5	77.30
Engineer 4	71.55
Engineer 3	67.60
Engineer 2	60.05
Engineer 1	56.30
Technician 7	71.25
Technician 6	63.00
Technician 5	58.30
Technician 4	51.80
Technician 3	44.70
Technician 2	39.50
Technician 1	29.65
Clerical 2	57.10
Clerical 1	40.90
Accounting	54.10

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2001. In the event services of the ENGINEER extend beyond December 31, 2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

- c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1h, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### **IT IS MUTUALLY AGREED**

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this

contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

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

**Executed by the LA:**

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

ATTEST:

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

(SEAL)

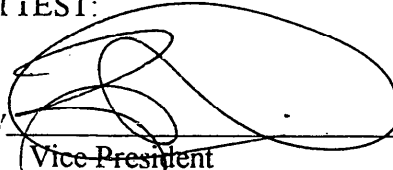
Title: Chairman

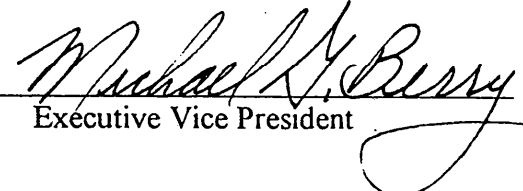
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**Executed by the ENGINEER:**

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

ATTEST:

By  \_\_\_\_\_  
Vice President

By  \_\_\_\_\_  
Executive Vice President

(SEAL)

Sec. 00-18129-00-BR  
Rinkenberger Bridge at 3050N & 1980E

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Gridley Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the east line of the south east 1/4 of section 8 T 26 N, R 3E of the 3<sup>rd</sup> P.M., Gridley Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 20,000 be used as the County's share of the cost of this structure.

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

Gridley Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$200,000 and the present structure is inadequate.

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

Respectfully submitted,

Bryan L. Martin  
Highway Commissioner

Approved [Signature]  
County Engineer, McLean County, IL

Gridley Road District

9-18-00

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

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<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Uzman
Township: Lexington	Address: 801 South Durkin Drive
Section: 00-21130-00-BR	City: Springfield
	State: Illinois

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "Department", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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**SECTION DESCRIPTION**

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Name Kaiser Bridge Length 0.35 mile ±  
Structure No. Existing - None; Proposed 057-4933  
Location SE 1/4, Sec. 28, T25N, R4E, 3<sup>rd</sup> P.M., 3 miles southeast of Lexington  
Description: Bridge replacement and approach work

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation

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AGREEMENT PROVISIONS

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**THE ENGINEER AGREES**

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

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

**THE LA AGREES**

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

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000 .....	10.00 (see note)
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

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

<u>Grade Classification of Employee</u>	<u>(2001-P) Hourly Rate</u>
Land Surveyor	\$98.80
Engineer 8	100.95
Engineer 7	91.90
Engineer 6	85.20
Engineer 5	77.30
Engineer 4	71.55
Engineer 3	67.60
Engineer 2	60.05
Engineer 1	56.30
Technician 7	71.25
Technician 6	63.00
Technician 5	58.30
Technician 4	51.80
Technician 3	44.70
Technician 2	39.50
Technician 1	29.65
Clerical 2	57.10
Clerical 1	40.90
Accounting	54.10

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2001. In the event services of the ENGINEER extend beyond December 31, 2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

- c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1h, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### **IT IS MUTUALLY AGREED**

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this

contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

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

Executed by the LA:

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

ATTEST:

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

(SEAL)

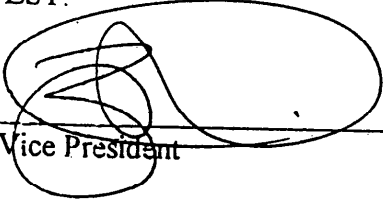
Title: Chairman

---

Executed by the ENGINEER:

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

ATTEST:

By  \_\_\_\_\_  
Vice President

By  \_\_\_\_\_  
Executive Vice President

(SEAL)

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Lexington 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 west line of the south east  $\frac{1}{4}$  of section 28 T 25 N, R 4E of the 3<sup>rd</sup> P.M., Lexington Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 30,000 be used as the County's share of the cost of this structure.

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

Lexington 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 \$ 300,000 and the present structure is inadequate.

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

Respectfully submitted,

*Randy Patton*  
Highway Commissioner

*Lexington* Road District

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

9-28-00

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

LOCAL AGENCY

CONSULTANT

County: McLean

Name: Rice, Berry and Uzman

Township: Martin

Address: 801 South Durkin Drive

Section: 00-22136-00-BR

City: Springfield

State: Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "Department", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**SECTION DESCRIPTION**

Name **Monroe Bridge** \_\_\_\_\_ Length 0.10 mile ±

Structure No. Existing 057-5016; Proposed 057-5034

Location SE 1/4, Sec. 14, T24N, R5E, 3<sup>rd</sup> P.M., 2 miles south of Colfax

Description: Bridge replacement and approach work

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation



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## AGREEMENT PROVISIONS

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### THE ENGINEER AGREES

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

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

**THE LA AGREES**

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

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000 .....	10.00 (see note)
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

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

<u>Grade Classification of Employee</u>	<u>(2001-P) Hourly Rate</u>
Land Surveyor	\$98.80
Engineer 8	100.95
Engineer 7	91.90
Engineer 6	85.20
Engineer 5	77.30
Engineer 4	71.55
Engineer 3	67.60
Engineer 2	60.05
Engineer 1	56.30
Technician 7	71.25
Technician 6	63.00
Technician 5	58.30
Technician 4	51.80
Technician 3	44.70
Technician 2	39.50
Technician 1	29.65
Clerical 2	57.10
Clerical 1	40.90
Accounting	54.10

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2001. In the event services of the ENGINEER extend beyond December 31, 2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

- c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this

contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

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

Executed by the LA:

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

ATTEST:

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

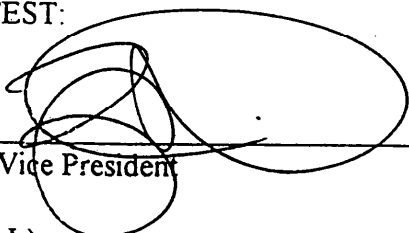
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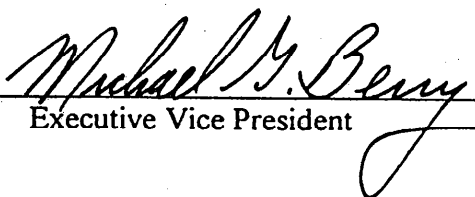
Title: Chairman

Executed by the ENGINEER:

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

ATTEST:

By   
Vice President

By   
Executive Vice President

(SEAL)

Sec. 00-22136-00-BR  
Monroe Bridge at 3450E & 1700N

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Martin Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the north line of the north east  $\frac{1}{4}$  of section 23 T 24 N, R 5E of the 3<sup>rd</sup> P.M., Martin Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 23,000 be used as the County's share of the cost of this structure.

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

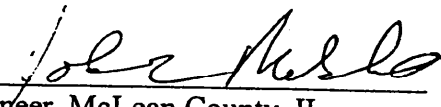
Martin Road District further states that the County Engineer has made a survey of the wafer shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 230,000 and the present structure is inadequate.

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

Respectfully submitted,

  
Highway Commissioner

Marty Road District

Approved   
County Engineer, McLean County, IL

9-18-00

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Road District				Ozyurt and Stone, Inc.
Old Town				Address
County				511 West Capitol
McLean		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
00-26132-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Rudesill Bridge Route T.R. 342 Length 0.189 Mi. (Structure No. 057-5426(Proposed) / 057-5403(Existing))

Termini NE 1/4, Sec. 9, T23N, R3E of 3rd P.M., approximately 3.0 miles east of Bloomington, Illinois

Description: Removal and replacement of an existing bridge structure and including the necessary approach roadway work. (Township Bridge Program: Plans to be done in English Units)

**Agreement Provisions**

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:

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

Note: Four copies to be submitted to District Engineer.

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- See Para. 2----h.(X) LA AGREES Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
- N/A-----i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- N/A-----k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- L.(X) Plans and papers to be prepared in English Units.
- See Para. 2----m.(X) LA AGREES Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.( ) A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items for the improvement as approved by the DEPARTMENT.
- b.(X) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule, but not less than a lump sum fee of \$9,000.00

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
First \$ 50,000.....	10.00	x
Next \$ 50,000.....	7.75	x
Next \$100,000.....	6.50	x
Next \$200,000.....	5.60	x
Next \$200,000.....	5.20	x

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

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Professional Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 12-31-2001. In event the services of the ENGINEER extend beyond 12-31-2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

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

---

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

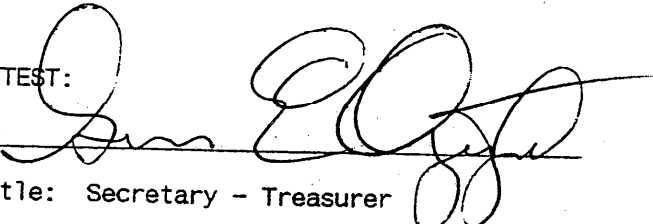
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

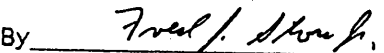
Executed by the LA:

ATTEST:  
By \_\_\_\_\_  
McLean County Clerk  
(Seal)

McLean County of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its  
County Board,  
By \_\_\_\_\_  
Title: Chairman of the County Board

Executed by the ENGINEER:

ATTEST:  
By  \_\_\_\_\_  
Title: Secretary - Treasurer

Ozyurt and Stone, Inc.  
511 West Capitol  
Springfield, Illinois 62704  
By  \_\_\_\_\_  
Title: President

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

Gentlemen:

Old Town 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 west line of the north west  $\frac{1}{4}$  of section 10 T 23 N, R 3E of the 3<sup>rd</sup> P.M., Old Town Road District.

That of the funds appropriated at the November 99 meeting of the McLean County Board, \$ 20,000 be used as the County's share of the cost of this structure.

Old Town Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

Old Town 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 \$ 200,000 and the present structure is inadequate.

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

Respectfully submitted,

Bill Carter  
Highway Commissioner

Old Town Road District

Approved [Signature]  
County Engineer, McLean County, IL

**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 Larry and Barbara Carr in case 00-45-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for a child of the owner of the agricultural tract from which this land is set aside on an eight acre property which is part of Section 35, Township 23N, Range 4E of the Third Principal Meridian and is located in Dawson Township immediately north of Road 850N approximately ¼ mile east of Road 2850E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The eight acre property is mainly wooded with some pasture. The property has 690 feet of frontage on the north side of Road 850N which is an oil and chip road 15 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land on all sides is zoned A-Agriculture. The land to the north and east is wooded. The land to the south is in pasture. The land to the east is used for a single family residence.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 82.4 out of 100 points. The site assessment score was 129 out of 200 points. The total LESA score was 211.4 out of 300 points. A score falling between 175 and 224 means the property is of moderate value for protection of agricultural land.

**ANALYSIS OF SEVEN STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Section 40.83-6 (Standards for Special Use) of 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. One of the applicants is the daughter of the owner of the original agricultural tract from which this property is being set aside. In addition, the land is wooded and not suitable for crop production.
2. This 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. The proposed dwelling unit for the daughter of the owner of the agricultural tract is compatible with uses in the vicinity.

3. This proposed special use would not impede the orderly development of the surrounding property for uses permitted in the district. The owner of the agricultural tract has set off a wooded area of the farm as a dwelling site for his daughter's family.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed residence will be supplied by water from a private well and sewage disposal by a private septic system approved by the McLean County Health Department. This property has 300 feet of frontage on a public road.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance for an entrance can be provided. The applicants have obtained permission for the proposed entrance from the Dawson Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in Section 40.83-6 of the McLean County Zoning Ordinance and also that the application meets one of the three individual criteria for establishment of a residential use in the A-Agriculture District as found in Section 40.42-2.2 (H) (Residential Special Uses in the A-Agriculture District); the applicant is the daughter of the owner of the agricultural tract from which this lot is being set aside.

Therefore, this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided one of the initial occupants is Barbara Parker Carr.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 Richard Moore in case 00-46-S. He is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for farming purposes on property which is part of Section 25, Township 22N, Range 3E of the Third Principal Meridian and is located in Downs Township immediately southeast of the intersection of Roads 2375E and 350N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 15 acre property is the former site of a farm dwelling, has mature trees dispersed across it and is used for pasture. The property has 672 feet of frontage on the east side of Road 2375E which is a gravel road 15 feet in width.

**SURROUNDING ZONING AND LAND USES** - The land on all sides is zoned A-Agriculture. The land to the north, east and south is used for crop production. The land to the west across Road 2375E is used for a residence and crop production.

A Land Evaluation and Site Assessment (LESA) analysis was completed for the site. The soils score was 79.3 out of 100 points. The site assessment score was 156 out of 200 points. The total LESA score was 235.3 out of 300 points. A score falling between 224 and 300 is of very high value for protection of agricultural land.

**ANALYSIS OF SEVEN STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Section 40.83-6 of 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. Although the site has a high LESA report, a farm dwelling was formerly on the site and the property does not include acreage that has been used for crop production.
2. This 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. The property is used for pasture and has mature trees dispersed through it. A farm dwelling was formerly on the property.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The use of the property has not been incorporated into the agricultural operation of the adjacent farm land.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a septic system approved by the McLean County Health Department.
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. It appears that safe sight distance can be provided using the existing entrance. The applicant has obtained approval to use the existing entrance for the proposed residence from the Downs Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District. The intent of this section of the ordinance is to provide for residential uses on isolated agricultural tracts similar to this one.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in Section 40.83-6 of the McLean County Zoning Ordinance and also that the application meets one of the three individual criteria for establishment of a residential use in the A-Agriculture District as found in Section 40.42-2.2 (H). The land is found to be undesirable for other uses permitted in the district.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 Jerome and Tammie Bossingham in case 00-47-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for a farm owner on a 1.4 acre property which is part of Section 30, Township 22N, Range 4E of the Third Principal Meridian and is located in Empire Township immediately south of Road 400N approximately 3/8 mile west of Road 2450E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** The 1.4 acre property is set aside in the Federal Conservation Reserve Program (CRP). This property is located on the top of a hill and slopes generally to the west and has 25 feet of frontage on the south side of Road 400N which is an oil and chip road 21 feet in width.

**SURROUNDING ZONING AND LAND USE** The land on all sides is zoned A-Agriculture. The land to the north is in crop production. The land to the east, south and west is set aside in CRP.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** A LESA analysis was completed for the site. The soils score was 70 out of 100 points. The site assessment score was 151 out of 200 points. The total LESA score was 221 out of 300 points. A score falling between 175 and 224 means the property is of moderate value for protection of agricultural land.

**ANALYSIS OF SEVEN STANDARDS** After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Section 40.83-6 (Standards for Special Use) of 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. The applicants own the 56 acre farm from which this lot is being set aside.
2. This 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. The proposed dwelling unit for the farm owners is compatible with uses in the vicinity.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The applicants propose to set aside a lot on a hill on the farm with frontage on a township road for the proposed dwelling.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a septic system approved by the McLean County Health Department.
5. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. Access to the proposed dwelling will be from Township Road 1700E. It appears that safe sight distance can be provided. The applicants will need to obtain approval for an entrance from the Empire Township Road Commissioner; a plat access certificate will be signed during the subdivision process.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District provided a subdivision of the proposed lot for this dwelling is approved by the County.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in Section 40.83-6 of the McLean County Zoning Ordinance and also that the application meets one of the three individual criteria for establishment of a residential use in the A-Agriculture District as found in Section 40.42-2.2 (H) (Residential Special Uses in the A-Agriculture District); the applicants are owners of the original agricultural tract from which this lot is being set aside.

Therefore, this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations provided a subdivision for the proposed lot is approved by the County and provided the initial occupants are the applicants.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 Nelson and Kathy Kaupp in case 00-48-S. They are requesting a special use to allow a single family residence in the A-Agriculture District for a child of the owner of the agricultural tract from which this land is set aside on a four acre property which is part of Section 25, Township 26N, Range 2E of the Third Principal Meridian and is located in Gridley Township immediately west of Road 1750E approximately 1/8 mile north of County Highway 6.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The four acre property is in crop production, slopes gently to the east and south and has 462 feet of frontage on the west side of Road 1750E which is an oil and chip road 21 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land on all sides is zoned A-Agriculture. The land to the north and west is in crop production. The land to the east is in pasture. The land to the south is wooded.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 69.6 out of 100 points. The site assessment score was 146 out of 200 points. The total LESA score was 215.6 out of 300 points. A score falling between 175 and 224 means the property is of moderate value for protection of agricultural land.

**ANALYSIS OF SEVEN STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Section 40.83-6 (Standards for Special Use) of 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. One of the applicants is the son of the owner of the original agricultural tract from which this property is being set aside. The owner of the farm wants to set off a lot at the corner of the farm for his son's family to build a dwelling.
2. This 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. The proposed dwelling unit for the son of the owner of the agricultural tract is compatible with uses in the vicinity.

3. This proposed special use would not impede the orderly development of the surrounding property for uses permitted in the district. The owner of the farm wants to set off a lot at the corner of the farm for his son's family to build a dwelling.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed residence will be supplied by water from a private well and sewage disposal by a private septic system approved by the McLean County Health Department. This property has 462 feet of frontage on a public road.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance for an entrance can be provided. The owners of the property need to obtain County approval for a one lot subdivision for the property before it can be properly conveyed to the applicants, a plat access certificate signed by the Gridley Township Road Commissioner will be prepared in the subdivision process.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District if a one lot subdivision is obtained from the County.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in Section 40.83-6 of the McLean County Zoning Ordinance and also that the application meets one of the three individual criteria for establishment of a residential use in the A-Agriculture District as found in Section 40.42-2.2 (H) (Residential Special Uses in the A-Agriculture District); one of the applicants is the son of one of the owners of the agricultural tract from which this lot is being set aside.

Therefore, this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided one of the initial occupants is Nelson Kaupp.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 concerning an application of Thomas Shilson in case 00-51-Z for a map amendment to change the zoning classification of the .96 acre property from R1-Single Family Residence District to C-Commercial District on property which is part of Sec. 3, Township 26N, Range 5E of the 3<sup>rd</sup> Principal Meridian and is located in Yates Township in the unincorporated Town of Weston immediately southeast of the intersection of Maple and 1<sup>st</sup> Streets.

After due notice, as required by law, the Board of Appeals held public hearings in this case on October 3, 2000, in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The property is used for private storage. There is a 45 foot by 160 foot Quonset building on the property. The subject .96 acre property has 150 feet of frontage on the east side of 1<sup>st</sup> Street, 185 feet on the south side of Maple Street and 85 feet on the west side of County Highway 13.

**SURROUNDING ZONING AND LAND USES** - The property to the north is in the M1-Restricted Manufacturing District. The land to the east, south and west is in the R1-Single Family Residence District. The land to the north is used for a shop. The land at the northeast corner of the block is used for grain storage. The land to the east across County Highway 13 is in crop production. The land to the south and west is vacant.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance that must all be found in the affirmative prior to recommending granting of the petition.

1. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. The land to the north is zoned M1-Restricted Manufacturing and used for a shop. The land at the northeast corner of the block containing the subject property in the unincorporated Town of Weston, contains a large metal building that is used for grain storage. A 45 foot by 160 foot quanset building is located on the subject property and was built before zoning was established in the County. Typically such a building is used for commercial purposes.
2. The proposed zoning classification is appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classification. The topography and dimensions of the property are appropriate for uses in both the existing and the proposed zoning districts. The location of two large metal buildings, one on the subject property and one adjacent to it, make the property more desirable for uses allowed in the C-Commercial District.

3. Adequate and safe accessibility to the subject property from a public road may be available or may be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification. The property has frontage on County Highway 13, Maple Street and 1<sup>st</sup> Street; they give adequate accessibility.
4. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification. County Highway 13 intersects with U.S. Route 24 less than ¼ mile to the south of the subject property. U.S. Route 24 is an arterial highway.
5. The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area. The applicant proposes to use the existing building for automobile repair which is an appropriate use for the property.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.
7. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends that the zoning district classification of the property described above be changed from R1-Single Family Residence District to a classification of C-Commercial District.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 Scott Tucker in case 00-52-S. He is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for farming purposes on a 10 acre property which is part of Section 31, Township 26N, Range 2E of the 3<sup>rd</sup> Principal Meridian and is located in Dawson Township immediately east of Road 2400E and approximately 5/8 mile north of Road 800N (County Highway 36).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 10 acre property is used as pasture, is hilly, and drains to the southeast. The property has approximately 800 feet of frontage on the east side of Road 2400E which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USES** - The surrounding zoning is A-Agriculture District on all sides. The land to the north and west is used for crop production. The land to the east is wooded. The land to the south is partially wooded and is used as a single family residence.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 94.13 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 203.13 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The proposed 10 acre dwelling site is an isolated tract that is not desirable for agricultural uses, is hilly, has not been used for crop production, has a ditch running through it and is adjacent to a residence on the south.
2. This 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. The dwelling site includes trees and grass areas that have not been used for crop production.

3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject property is an isolated tract that is not well suited for crop production.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a private septic system approved by the McLean County Health Department. The property has 800 feet of frontage on the east side of Road 2400E.
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. It appears that safe sight distance can be provided for an entrance. The applicant has obtained approval to use the existing entrance for the proposed single family dwelling from the Dawson Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District. The 10 acre property is found to be undesirable for other uses permitted in the district.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
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 Michael Gramm in case 00-53-S. He is requesting a special use to allow a single family residence in the A-Agriculture District for a farm operator on a 20 acre property which is located in Gridley Township immediately east of County Highway 29 and approximately 3/8 mile south of Road 3000N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 3, 2000 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 20 acre property is currently in crop production. The property has 660 feet of frontage on the east side of County Highway 29. The property is relatively flat and drains slightly to the north.

**SURROUNDING ZONING AND LAND USES** - The surrounding land on all sides is in the A-Agriculture District. The surrounding land on all sides is used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 115.63 out of 125 points. The site assessment score was 130 out of 175 points. The total LESA score was 245.63 out of 300 points. A score of 225 and above means the property is of very high value for protection of agricultural land.

**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. The applicant farms approximately 373 acres in the vicinity of this property; this includes a dairy operation.
2. This 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. The construction of the proposed dwelling for a professional farmer is compatible with uses in the vicinity.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The applicant proposes to build a dwelling on a 20 acre parcel that he owns that is currently in crop production; he plans to continue to farm more than 15 acres of it. The applicant farms all the land adjacent to this parcel.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The property has frontage on the east side of County Highway 29. The

proposed dwelling will be served by a private well and a private septic system approved by the McLean County Health Department.

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. It appears that safe sight distance for an entrance can be provided. The applicant will need to obtain an entrance permit from the McLean County Highway Department.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District; to provide for the location and govern the establishment and use of residential uses which are accessory to and necessary for the conduct of agriculture.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all of the standards as found in the McLean County Zoning Ordinance and also that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District.

Therefore, this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations provided the initial occupant is the applicant and provided an entrance permit is obtained from the McLean County Highway Department.

**ROLL CALL VOTE UNANIMOUS** The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella absent.

Respectfully submitted this 3<sup>rd</sup> day of October, 2000, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Robert Buhrke  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

RESOLUTION  
AMENDING PRELIMINARY PLAN  
FOR THE SHERWOOD SUBDIVISION  
FILE S-00-17, LARRY BIELFELDT, DEVELOPER

WHEREAS, Larry Bielfeldt's request for approval of a preliminary plan for the Sherwood Subdivision, file S-99-10, as provided in the Land Subdivision Regulations of McLean County was approved by the County Board on July 20, 1999; and

WHEREAS, said preliminary plan shows 37 lots to be used for residential purposes and one lot to be used as an outlet; and

WHEREAS, Larry Bielfeldt subsequently has requested that the road right-of-way as shown on the said preliminary plan be amended in file S-00-17 at Lots 18 and 19 to allow a 57 foot wide right-of-way instead of a 60 foot right-of-way in order to construct a retaining wall outside of the Abbey Way Road Right-of-Way without having to cut back another three feet into the root zones of several large trees; and

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

WHEREAS, the Land Use and Development Committee recommends that the amended preliminary plan be approved provided an amended preliminary plan and an amended final plat are submitted that meet the requirements of the Land Subdivision Regulations of McLean County as determined by the Director of the Department of Building and Zoning; and

WHEREAS, the Land Use and Development Committee recommends that the preliminary plan for the Sherwood Subdivision, as amended, be approved; now, therefore,

BE IT ORDAINED that the preliminary plan for the Sherwood Subdivision, File S-00-17, be and hereby is approved as amended.

Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of October 2000.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Gary C. Riss, Chairman  
McLean County Board

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
BOSSINGHAM SUBDIVISION, FILE S-00-19

WHEREAS, Jerome and Tammie Bossingham as owners have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Bossingham Subdivision, file number S-00-19 and have executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Jerome and Tammie Bossingham have subdivided this property into two lots in order to allow one dwelling to be set aside from their farm and another to allow the construction of new single family dwelling; 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 Bossingham Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of October 2000

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Gary C. Riss, Chairman  
McLean County Board

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

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

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

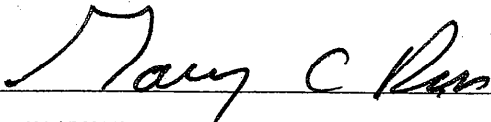
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
-----					
Executive Committee					
FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING					
0833 0003 LEASE/PUR.COMPUTER EQUIP.		35,000.00		0833 0002 PURCHASE/COMPUTER EQUIP.	35,000.00-
-----					
		35,000.00			35,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF OCTOBER , 2000

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JAMES MORRISON  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2000, of James Morrison, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and


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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Morrison as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2006, or until a successor shall have been qualified and appointed.

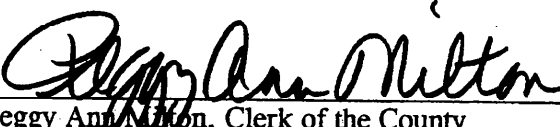
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Tom Shields, Attorney of the Pleasant Hills Cemetery Association.

ADOPTED by the County Board of McLean, County, Illinois this 17th day of October, 2000.

APPROVED:

  
\_\_\_\_\_  
Gary C. Riss, Chairman  
McLean County Board

ATTEST:

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

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

EXECUTIVE COMMITTEE:

Member Sweeney, Vice-Chairman, presented the following:

**Request for Approval  
To Award AS/400 Bid**

October 5, 2000

To the Honorable Members of the McLean County Executive Committee:

The items submitted for bid in Information Services Bid 002 for 2000 were listed as items #2, #3, #4, #5, and #6, with item #1 having been let and awarded in Bid 001 earlier this year.

**The Need:**

This bid concerns the purchase of a new AS/400. This is the computer which supports our financial systems, position classification systems and a number of other miscellaneous systems. It is used to support payroll, the treasurer's office, administration and the auditor's office.

After assuming the duties of Acting Director, I was made aware that IBM ended support of our current AS/400 technology as of the end of May, 2000. In addition, we were close to reaching storage capacity on the machine, and performance has become sluggish. The results of the bid issued as a result of those issues are below.

**The Means:**

The necessary monies are currently on-hand in Lease/Purchase to accommodate Fiscal Year 2000 payments. The Fiscal Year 2001 Recommended Budget contains support for this purchase.

**The Items:**

Item #2 is the machine itself.

Item #3 is the AS/400 Software Subscription to run the machine.

Item #4 is operational support for the machine. (3 year IBM Support Line)

Item #5 is operational maintenance fees for the machine (3-year IBM on-site maintenance).

Item #6 - Vendors were invited to bring leasing options to the table in their bids. Numbers are monthly payments.

It was decided to be in the County's best interest to quote the installation and conversion processes independently of the bidding process.

9 bids were received, of which 3 were actually a 'No Bid' response.

A summary of the remaining 6 bidders is shown below (All numbers are in dollars):

Vendor	Item #2	Item #3	Item #4	Item #5	Item #6
Bellerophon Corp	80,500	4831	7000	6100	3890
Genisys Group	78,060	4774,94	7968.17	6603	2980
Midland Info Sys	72,178	4661	5841	6603	No bid
ProInfo Consultants	70,577	4775	10,250	6265	No bid
Advanced Sys Design	68,336	4547	7968	6851	2848
Levi Ray & Shoup	67,144	4831	7570	6603	No bid

The bids have been reviewed by five members of the Information Services Staff. I respectfully request the approval to award Item #2 to Levi, Ray and Shoup. Given they are the lowest bidder and have in the past shown themselves to be responsible as a vendor for the County, I recommend them to receive the award for Item #2.

I further request that Levi Ray and Shoup be awarded the bid for Items #3, #4 and #5. Though not the literal lowest bid for all of these items, the differences are extremely slim. I believe a savings will be recognized in the simplicity of the County having a single point of contact in maintaining each of these items.

And finally, I respectfully ask the Committee to quash Item #6, allowing us to independently pursue leasing. The intent would be to lease through an already established relationship with LeaseTec.

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**Summary:**

The request is for Items #2-#5 to be awarded to Levi, Ray & Shoup, and to quash Item #6.

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson  
Acting Director, Information Services

Members Sweeney/Sommer moved the County Board approve a Request for Approval of a Bid Award for the AS/400 - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sweeney, Vice-Chairman, presented the following:

**Request for Approval  
To Purchase Mail Server Computers  
Under U.S. Communities Contract**

October 5, 2000

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase 3 computer servers under the U.S. Communities contract, contingent upon the approval of bills and transfers for the month of October 2000. The transfer requested this month would move the necessary monies from the Lease/Purchase line of the approved 2000 budget into the purchase line. Adequate funds remain in the Lease/Purchase line to accommodate all of fiscal year 2000s obligations.

The three identical machines are Dell PowerEdge 4400 Servers. Attached are specs of the machine. A general description is a dual 800MHz Pentium III processor, 512 MB RAM, with 36 GB of storage space, configured in a RAID fashion with a redundant power supply. The machines are purchased with 24x7 4-hour support with parts and labor. Each machine is priced at \$9,747.32, resulting in a total expenditure of \$29,241.96.

The purpose of these machines is to provide for our new Exchange e-mail system, which will in the next year provide web-based email access to the employees of McLean County. In the past our e-mail systems have been run on high-end workstations which have not provided the speed nor reliability necessary for email in today's office. This has resulted in unnecessary email outages and has on multiple occasions necessitated restores of the system from backup tapes.

Given that I believe this to be advantageous to McLean County, and given that I have the support of the County Administrator in making such a purchase, permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing. County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

As a result, these machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract. We recently purchased 140 computers under this method and have been extremely pleased with both the process and the machines.

**About U.S. Communities:**

The following three paragraphs are taken directly from the U.S. Communities website ([www.uscommunities.org](http://www.uscommunities.org)). The organization was formed as a way of providing better prices and service to government agencies, as well as providing a channel of expediting the purchasing process:

**...U.S. Communities is the new name for the National Cooperative Purchasing Alliance (NCPA). The sponsors, the National Association of Counties (NACo) and the United States Conference of Mayors (USCM), are the same. Contracts offered under NCPA are included in the U.S. Communities Government Purchasing Alliance.**

**U.S. Communities provides volume discounts on selected products based on the collective purchasing power of local government agencies nationwide. U.S. Communities provides an alternative to multiple bid processes and contracts by establishing a competitively bid contract through a single lead agency.**

**U.S. Communities can offer local government agencies and their employees better quality, improved benefits, and lower costs than they can get on their own. There is no fee for local government agencies to participate.**

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson  
Acting Director, Information Services

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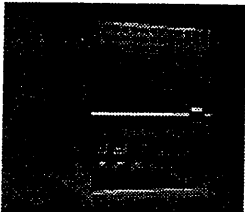
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US Commun

Full Catalog



## DELL POWEREDGE 4400

The PowerEdge 4400 is a feature-rich, Xeon-based 2-way server that delivers enterprise level system availability and ex performance. The PowerEdge 4400 offers leading edge technology with dual Ultra3 (Ultra 160) embedded SCSI channe embedded Network card and hot-plug PCI. The PowerEdge 4400 is FCC-B certified for commercial and home usage.

**\*REMEMBER:** In order to print or fax your configuration, you must select **DETAIL VIEW** button below.

### To configure your system:

1. Select from the options listed to configure YOUR Dell system.
2. Click "Update Price" button at the bottom of the page to make the pricing reflect any changes you have made
3. Click "Add to Orderform" button at the bottom of the page to add your system to your Order Form.

Custom Views:

drop-down list view

view all system options

Detail View (read only)

Price\*: \$9,747.32

*X 3 = 29,242*

Date:	Wednesday, October 04, 2000 10:35:19 AM CST
Catalog Number:	84 RC964948
PowerEdge 4400:	Pentium® III Xeon™ 800MHz with 256K Full-Speed Cache 44800 - [220-0029]
Web Tracking Code:	Web Tracking Code for Internal Use WWW - [460-9052]
2nd Processor (must match speed selection above):	Additional Pentium® III Xeon™ 800MHz Processor w/256K (2P800 - [311-0748]
Service - See new 4-hour support:	3 Yr Same Day 4-Hour 7x24 On-Site Parts & Labor,IGS [3Y7X24 - [902-3460][902-3732]
Installation Services:	No Installation Service NOINSTL - [900-9997]
Memory (133MHz SDRAM):	512MB (2 X 256MB DIMMs) 512M2D - [311-1226]
Hard Drive Backplane:	8-Bay Hard Drive Backplane 1X8BKPL - [340-1399]
Primary Controller (for internal hard drives):	PERC3/Di RAID Enabler Kit with 64MB Cache ROMB64 - [340-6662]
Hard Drive Configuration:	Onboard Ultra3 (U160) SCSI Controller MSN - [340-7735]
1st Hard Drive (all drives must match for RAID):	9GB U160M SCSI 10,000 RPM Hard Drive 9GB10 - [340-6647]
2nd Hard Drive (all drives must match for RAID):	9GB U160M SCSI 10,000 RPM Hard Drive 9GB10 - [340-6647]
3rd Hard Drive (all drives must match for RAID):	9GB U160M SCSI 10,000 RPM Hard Drive 9GB10 - [340-6647]
4th Hard Drive (all drives must match for RAID):	9GB U160M SCSI 10,000 RPM Hard Drive 9GB10 - [340-6647]
First Network Adapter:	On-Board NIC Only OBNIC - [460-6604]
Second Network Adapter:	Intel Pro 100 Plus Ethernet Network Card IN100P - [430-0222]
Operating System:	Windows NT Server 4.0 configured as BDC NT4BDC - [430-0228]
Tape Backup Drive:	Internal DLT1 40/80GB Tape Backup DLT1NCT - [340-2354]
Keyboard:	QuietKey 104-Key, 6 Pin Keyboard S - [310-4100]

*48*

<b>Monitor:</b>	No Monitor Option N - [320-0058]
<b>Mouse:</b>	Microsoft System Mouse MD - [310-9998]
<b>CD-ROM Drive:</b>	17/40X SCSI CD-ROM Drive CD40X1 - [313-7008]
<b>Diskette Drive:</b>	3 1/2" 1.44MB Diskette Drive FD - [340-0608]
<b>Chassis Style:</b>	Inner and Outer Rails RACKFUL - [310-0516]
<b>Power Supply:</b>	Redundant Power Supply REDPWR - [310-3561]
<b>Resolution Assistant:</b>	Resolution Assistant - Electronic Technical Support Solution NT/W2K Only RESAST - [313-3004]
<b>Documentation:</b>	Electronic Documentation EDOCS - [310-0438]

Price\*: \$9,747.32

1-800-416-3355

[Current Orderform](#) | [Retrieve E-Qu](#)

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 Wednesday, October 04, 2000 10:35:19 AM CST

Members Sweeney/Segobiano moved the County Board approve a Request for Approval to Purchase Mail Server Computers Under U.S. Communities Contract - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney stated that there are Items to be Presented for Information including the General Report on pages 155-158 and Minutes of Other Meetings on pages 166-168.

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

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at a stand up meeting on October 17, 2000 for a letting held on October 5, 2000 for one (1) Road District 2000 MFT Maintenance Section, and

WHEREAS, the Transportation Committee duly approved the bids on October 17, 2000.

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

**2000 MFT MAINTENANCE SECTION:**

Cropsey R.D. ....Sec. 00-10131-00-WR

The successful bidder for this section was Rowe Construction Co., Bloomington, Illinois for the amount of \$44,381.00.

\_\_\_\_\_  
Gary C. Riss, Chairman

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 October 17, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2000.

[SEAL]

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

Members Bass/Hoselton moved the County Board approve a Request for Approval of Bid for McLean County Cropsey Road District, Sec. 00-10131-00-WR. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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



**RISK MANAGEMENT OFFICE**  
(309) 888-5940      FAX (309) 888-5949  
104 W. Front Street      P.O. Box 2400

E-mail riskmgt@mclean.gov  
Bloomington, Illinois 61702-2400

**Memo To:** Mr. John Stevens, Chairman  
Members of the Finance Committee

**From:** Jennifer Ho, Risk Manager *Jen Ho*

**Date:** September 25, 2000

**Subject:** Recommendation for Public Officials Bonds for 2000 Elected Officials

Pursuant to an Invitation to Bid posted on August 14, 2000 and based on an analysis of the sealed bids received and opened on September 21, 2000, I am recommending the following bids, on a 4-year prepaid premiums basis, for the 2000 public officials bonds for your approval:

	<u>POSITION</u>	<u>BOND AMOUNT</u>	<u>COMPANY</u>	<u>PREMIUMS</u>
1.	County Auditor	\$ 10,000	State Farm Insurance Co.	\$ 84
2.	County Coroner	5,000	State Farm Insurance Co.	\$ 42
3.	Circuit Clerk	\$ 1,000,000	Westfield Insurance Co.	\$ 2,932
4.	County Recorder	20,000	State Farm Insurance Co.	\$ 149
5.	State's Attorney	5,000	State Farm Insurance Co.	\$ 42
<b>Total Premiums:</b>				<b>\$ 3,249</b>

I am also recommending that the next lowest bids for each position be considered as alternates, if needed. I have reviewed and am satisfied with the financial soundness of the surety companies involved.

Should you have questions on this matter, please call. Thank you.

c.c. John Zeunik, County Administrator, w/encl.

McLean County  
Public Official Bond Bids  
21-Sep-00

COMPANY 2000 RATING/SIZE: Statutory Bond Amount	Options	County Auditor \$ 10,000	County Coroner \$ 5,000	Circuit Clerk \$ 1,000,000	County Recorder \$ 20,000	State's Attorney \$ 5,000	Total
1). Travelers Insurance Co. 2000 Rating/Size: A+/XV Agt: IRM	Annual Prens	50	50	2,400	64	50	2,614
	4-Yr Prepd	178	178	8,520	227	178	9,281
2). State Farm Ins. Co.* 2000 Rating/Size: A/XII Agt: Marty Brogla	Annual Prens	30	30	1,050	42	30	1,182
	4-Yr Prepd	<b>84</b>	<b>42</b>	<b>3,728</b>	<b>149</b>	<b>42</b>	<b>4,045</b>
3). Liberty/Peerless Ins. Co. 2000 Rating/Size: A/XI Agt: Gipson Agency	Annual Prens	50	50	902	50	50	1,102
	4-Yr Prepd See Notes [a],[b] [d]	<b>128</b>	<b>128</b>	<b>2,932</b>	<b>128</b>	<b>128</b>	<b>3,444</b>
4). Capitol Indemnity Corp. 2000 Rating/Size: A+/VIII Agt: Snyder & Snyder Agcy, Inc.	Annual Prens	50	50	2,000	50	50	2,200
	4-Yr Prepd See Note [c]	120	82	4,260	178	82	4,722
5). Western Surety 2000 Rating/Size: A+/VIII Agt: Parson & Nunan Inc.	Annual Prens	50	50	1,575	63	50	1,788
	4-Yr Prepd See Note [a]	170	170	5,355	214.2	170	6,079
6). Ohio Casualty Agt: Laiming Ins Agcy	Faxed bid - not considered.						

Notes: Recommendation #1: As denoted as underscroed in bold print, total of bids = \$3,249

Alternate #2: As denoted by bold italics, total of bids = \$4,240

[a]: Quotes subject to underwriting

[b]: Liberty/Peerless bids #1, #2, #4, and #5 are subject to writing all 4 bonds

[c]: Alternative Bid Conditional on Writing All Five Officials

[d]: Bid on Circuit Clerk by Gibson Agent is through Westfield Insurance Co (A+/X)

Members Stevens/Arnold moved the County Board approve a Request for Approval of Recommendation for Public Official Bonds for Year 2000 Elected Officials - Risk Management. Clerk Milton shows all Members present voting in favor of the Motion except Member Sorensen, who voted present. Motion carried.

Member Stevens, Chairman, presented the following:

**LAREDO/ TAPESTRY SOFTWARE LICENSE AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between FIDLAR/DOUBLEDAY CO., (F/DD), and McLean County, IL, (the "Client").

**RECITALS**

- A. F/DD, in the normal and customary course of its business, designs, develops, and acquires marketing rights to computer software (hereinafter referred to as "software") the terms of which are described herein.
- B. Client desires to make use of computer software from F/DD for the purpose of providing access to their recorded document information to the public (businesses and individuals) via the Internet and other technologies.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

**ARTICLE I - GENERAL TERMS**

- 1.1 **DEFINITIONS:** Unless the context otherwise requires, the terms defined in Section 1.1 shall, for all purposes of this Agreement, have the meaning specified.
  - A. **Computer System:** A combination of computer hardware, computer software, and networking technologies organized to accomplish a set of specific functions.
  - B. **Software, Program, or Computer Software:** A collection of computer instructions, procedures, and rules concerned with the operation of a data processing computer system usually designed to accomplish some type of business goal.
  - C. **Licensed Software:** Software in computer readable form made available for use by F/DD to Client and/or to the customers accessing information managed by Client.
  - D. **Use:** The utilization of any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
  - E. **Data, Information:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
- 1.2 **COMPUTER SYSTEM:** Client agrees it intends to use from F/DD, the licensed program(s) described in Schedule I.

## ARTICLE II - SOFTWARE LICENSE

- 2.1 **PROPERTY RIGHTS:** Client agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by F/DD in connection with the Agreement are and shall remain the sole property of F/DD.
- 2.2 **LICENSE:** F/DD hereby grants Client the rights to access and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE I, COMPUTER SYSTEM DESCRIPTIONS, incorporated herein by reference.
- A. Client agrees not to copy the software programs covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of F/DD.
  - B. In the event this license is terminated, the Licensed Software will be completely removed from all uses.
  - D. Client is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, Client agrees: (a) To not reveal any F/DD information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, or any other firm or person without the express written consent of F/DD; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** F/DD and Client agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** Client agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of F/DD.
- 2.5 **WARRANTY:** F/DD warrants that it has good title to the Software. Notwithstanding, however, F/DD expressly agrees that it shall indemnify and hold Client harmless against any action asserted against the Client (and specifically including costs and reasonable attorney's fees with any such action) to the extent that it is based on a claim that the licensed Software infringes any patent, copyright, license or other property right or proprietary right of any third party. This indemnification obligation is contingent upon the Client providing F/DD with written notice of any such actions and providing all reasonable assistance in the



defense of such actions. While F/DD will control the litigation, Client may, at its option and expense, retain counsel to represent its interests. F/DD agrees to advise Client of significant developments in the action, and to inform the Client in advance of any resolution of such action. The terms of this section shall survive the termination of this agreement.

- 2.6 **LIMITATIONS OF LIABILITY:** F/DD shall not be liable for failure to provide, (or delays in providing) services hereunder, if said failure or delay is due to any cause beyond the reasonable control of F/DD. Nor can F/DD be held liable for any wrongful results incurred by any user of the system.
- A. The warranty in this Agreement as to the Software is in lieu of all other warranties, expressed or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.
- 2.7 **TERM AND TERMINATION:** The license granted hereunder under ARTICLE II, with regard to the Software, may be terminated by F/DD or Client by notifying the other party in writing, 60 days prior to termination of this agreement. Within 30 days after termination of agreement, Client will certify in writing that through its best efforts and to the best of its knowledge, the original and all copies of F/DD software, referenced in this agreement and that may have been installed at Client's location, have been destroyed.

### **ARTICLE III**

- 3.1 **CONFIDENTIAL INFORMATION:** F/DD and Client agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to F/DD of the trade secrets and proprietary properties of the Software, if Client breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, F/DD shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of F/DD set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon Client by virtue of any and all public disclosure laws.
- 3.2 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.3 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to F/DD: P.O. Box 6248  
Rock Island, IL 61204-6248  
Attn: Michael Policella

b. Notice to Client: The County of McLean, IL.  
Recorder of Deeds Office  
104 W. Front St. , Room 708  
Bloomington, IL. 61701  
Attn: Ruth Weber

- 3.4 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.5 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Illinois.
- 3.6 BINDING EFFECT: This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.7 AUTHORITY: F/DD and Client each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.8 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.9 DEFERRED PAYMENT: To the extent that this contract includes deferred payments, such payments will include an imputed interest factor based on a current market rate of 10%. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance.

This Agreement has been executed by the parties as of the aforementioned date.

**ACCEPTED:**

McLEAN COUNTY

FIDLAR DOUBLEDAY, INC.

BY *[Signature]*

BY \_\_\_\_\_

Date October 17, 2000

Date \_\_\_\_\_

**ATTEST:**

*[Signature]*  
Peggy Ann Milton, Clerk of the McLean  
County Board

**SCHEDULE I**  
**COMPUTER SYSTEM DESCRIPTIONS**

McLEAN COUNTY, IL.

**SOFTWARE DESCRIPTION AND PRICING**

**Laredo Professional Land Records Search Module**

The Laredo software is designed to allow access, via the Internet, to Client's recorded document information by professional searchers, i.e. title companies, banks, realtors, etc. It is subscription only access, and user subscriptions are granted and setup by Client.

Costs per user per 1/4 year (3 months) \$250.00

Each Laredo user is defined by a user ID unique to that particular user. This user ID can be used to access land records data from any properly configured workstation, however, multiple users can not login with the same user ID at the same time.

A user will be considered a Laredo user IF and only IF they have logged in at least once during the 3 month billing period. The four billing periods are as outlined below:

Billing period 1 : To be determined  
Billing period 2 : To be determined  
Billing period 3 : To be determined  
Billing period 4 : To be determined

F/DD will bill the county at the end of each of these billing periods along with a list of billable users of the system. It is the responsibility of the county to then bill and collect end users for access fees if the county desires.

**Tapestry General Public Land Records Access System**

Client agrees to participate in the Tapestry General Public Access System by permitting their information to be available through the Tapestry system. County understands that Tapestry is a service offered and managed by F/DD to offer the land records of participating counties collectively to the general public.

Client understands that current END USER access fees for Tapestry are: (at no cost to the County)

\$3.99 for a basic search (as defined by the product)  
\$6.99 for an advanced search (as defined by the product)  
\$0.50 for viewing a document image (each page)

Client understands that F/DD will manage the billing and collecting of these Tapestry access fees with the end users, and that at the end of each billing period as outlined above, F/DD will pay (or credit Laredo charges) Client 50% of the collected revenue for Tapestry usage.

Client understands that access fees for Tapestry may change but the 50% revenue share remains the same.

Client is entitled to share in any Tapestry revenue that is generated by accessing their data, which is outlined above.

F/DD understands that it may not use or share County's data in any way other than the methods outlined above (basic search, advanced search, view document image) without the express written consent of County.

Client is responsible for the costs, provisions, security, and maintenance of the required Internet connection to connect the Laredo/Tapestry system to the Client's system.

Members Stevens/Peterson moved the County Board approve a Request for Approval of the Laredo/Tapestry Software License Agreement for the Remote Access Program - County Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Stevens, Chairman, presented the following:

**RESOLUTION  
TO ESTABLISH RATES FOR HEALTH AND LIFE INSURANCE COVERAGES  
FOR FY 2001**

Whereas, the County of McLean has provided life insurance and group health coverages and has offered Health Alliance Preferred Provider Organization (PPO) and Health Alliance Maintenance Organization (HMO) as options for employees

Whereas, it is necessary to establish rates for employees and others who participate, in accordance with County policy, in such health and life coverages, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session:

1. That the monthly rates which employees must provide, for employees on whose behalf the County contributes toward the cost of such coverages and provides 100% of the life insurance cost, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
FY 2000	<del>County Self Insured</del>	<del>\$52.65</del>	<del>\$212.26</del>	<del>\$229.43</del>	<del>\$278.38</del>
FY 2000	<del>O.S.F. HMO</del>	<del>\$35.40</del>	<del>\$166.63</del>	<del>\$186.20</del>	<del>\$242.10</del>
FY 2000	<del>Health Alliance HMO</del>	<del>\$35.73</del>	<del>\$167.69</del>	<del>\$182.85</del>	<del>\$227.46</del>
FY 2001	<b>Health Alliance HMO</b>	<b>\$40.70</b>	<b>\$192.24</b>	<b>\$209.64</b>	<b>\$260.40</b>
FY 2001	<b>Health Alliance PPO</b>	<b>\$41.60</b>	<b>\$196.02</b>	<b>\$213.42</b>	<b>\$265.20</b>

2. That the monthly rates which employees must provide when required to provide the full cost of health and life insurance, such as those on a leave but not disabled, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2000	<del>County Self Insured</del>	<del>\$300.19</del>	<del>\$520.25</del>	<del>\$544.05</del>	<del>\$647.34</del>
FY 2000	<del>O.S.F. HMO</del>	<del>\$202.80</del>	<del>\$383.80</del>	<del>\$410.80</del>	<del>\$520.80</del>
FY 2000	<del>Health Alliance HMO</del>	<del>\$204.68</del>	<del>\$386.68</del>	<del>\$407.60</del>	<del>\$499.65</del>
FY 2001	<b>Health Alliance HMO</b>	<b>\$232.70</b>	<b>\$441.70</b>	<b>\$465.70</b>	<b>\$570.70</b>
FY 2001	<b>Health Alliance PPO</b>	<b>\$237.70</b>	<b>\$450.70</b>	<b>\$474.70</b>	<b>\$581.70</b>

3. That the monthly rates which employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those who are disabled and have the life insurance premium waived, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2000	<del>County Self Insured</del>	<del>\$297.48</del>	<del>\$517.62</del>	<del>\$541.25</del>	<del>\$644.75</del>
FY 2000	<del>O.S.F. HMO</del>	<del>\$200.00</del>	<del>\$381.00</del>	<del>\$408.00</del>	<del>\$518.00</del>
FY 2000	<del>Health Alliance HMO</del>	<del>\$201.88</del>	<del>\$383.88</del>	<del>\$404.80</del>	<del>\$496.85</del>
FY 2001	<b>Health Alliance HMO</b>	<b>\$230.00</b>	<b>\$439.00</b>	<b>\$463.00</b>	<b>\$568.00</b>
FY 2001	<b>Health Alliance PPO</b>	<b>\$235.00</b>	<b>\$448.00</b>	<b>\$472.00</b>	<b>\$579.00</b>

4. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those covered by the Public Health Service Act or retired who have no life insurance, shall be as follows:

	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2000	<del>County Self Insured</del>	<del>\$297.48</del>	<del>\$517.62</del>	<del>\$541.25</del>	<del>\$644.75</del>
FY 2000	<del>O.S.F. HMO</del>	<del>\$200.00</del>	<del>\$381.00</del>	<del>\$408.00</del>	<del>\$518.00</del>
FY 2000	<del>Health Alliance HMO</del>	<del>\$201.88</del>	<del>\$383.88</del>	<del>\$404.80</del>	<del>\$496.85</del>
FY 2001	Health Alliance HMO	\$230.00	\$439.00	\$463.00	\$568.00
FY 2001	Health Alliance PPO	\$235.00	\$448.00	\$472.00	\$579.00

5. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but who are disabled and covered by the Public Health Service Act and, thereby, able to extend their coverage from 18 months to 29 months, for months 19 through 29 shall be as follows:

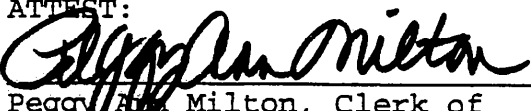
	PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
FY 2000	<del>County Self Insured</del>	<del>\$446.23</del>	<del>\$776.44</del>	<del>\$811.88</del>	<del>\$966.81</del>
FY 2000	<del>O.S.F. HMO</del>	<del>\$300.00</del>	<del>\$571.50</del>	<del>\$612.00</del>	<del>\$777.00</del>
FY 2000	<del>Health Alliance HMO</del>	<del>\$302.82</del>	<del>\$575.70</del>	<del>\$607.20</del>	<del>\$745.27</del>
FY 2001	Health Alliance HMO	\$345.00	\$658.50	\$694.50	\$852.00
FY 2001	Health Alliance PPO	\$352.50	\$672.00	\$708.00	\$868.50

6. That the County Administrator is authorized to sign the contracts and agreements necessary to effectuate this Resolution.

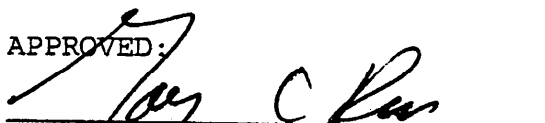
7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2001.

Adopted by the County Board of McLean County this 17th day of October, 2000.

ATTEST:

  
 Peggy A. Milton, Clerk of  
 the McLean County Board  
 of the County of McLean

APPROVED:

  
 Gary C. Riss, Chairman of the  
 McLean County Board

Members Stevens/Renner moved the County Board approve a Resolution to Establish Rates for Health and Life Insurance Coverages for Fiscal Year 2001. Clerk Milton shows all Members present voting in favor of the Motion except Member Sorensen, who voted present. Motion carried.

## New Judges

Last Name	First Name	Address	City, State, Zip	Precinct	#	DIR	Phone	Status
Schield	Jessica	301 W. Kleinbeck, Box 236	Bellflower, IL 61724	Bellflower		R	309-722-3718	Senior
Larrick	Eleanor	15 Myrtle Dr. Greenwood MHP	Bloomington, IL 61701	Bloomington	1	R	309-829-6894	Not Cert.
Anet	Kelli	RR 13, Box 120	Bloomington, IL 61704	Bloomington	2	R	309-827-3235	Senior
Salzman	Charlotte	RR 31, Box 344	Bloomington, IL 61704	Bloomington	2	R	309-827-0331	New
Hill	Clint	RR 1, Box 305	Chenoa, IL 61726	Chenoa	2	D	309-747-3245	New
Devore	Joatta B.	RR 3, Box 457A	Bloomington, IL 61704	Dale		R	309-828-1964	New
Lemons	Sarah	RR 2, Box 197	Danvers, IL 61732	Danvers		R	309-963-4118	New
McCall	Megan	RR 2, Box 133	Danvers IL 61732	Danvers		R	309-963-5508	Senior
Benjamin	Katie	RR 1, Box 256	Holder, IL 61761	Dawson		R	309-724-8366	Senior
Bierbaum	John	RR 1, Box 68B	Danvers, IL 61732	Dry Grove		R	309-963-4025	Senior
LaBerge	Steve R.	RR 3, Box 451	Bloomington, IL 61704	Dry Grove		R	309-963-4816	New
Bader	Tom	501 E. Warren	LeRoy, IL 61752	Empire	1	R	309-962-8275	Senior
Munster	Rebecca	300 N. Mill St.	LeRoy, IL 61752	Empire	1	R	309-962-8112	Senior
Tyrel	Ryan	3 Crestview Ct.	LeRoy, IL 61752	Empire	1	D	309-962-2286	Senior
Franzen	Lindsey	307 W. Green St.	LeRoy, IL 61752	Empire	2	D	309-962-2385	Senior
Horonzy	Andrew	501 W. Buckles Grove	LeRoy, IL 61752	Empire	2	D	309-962-2151	Senior
Kelly	Jill	RR 1, Box 179A	LeRoy, IL 61752	Empire	2	D	309-962-7471	Senior
Ambrose	Megan	903 E. Vine St.	LeRoy, IL 61752	Empire	3	D	309-962-8208	Senior
Hoffman	Tina	822 E. Center St.	LeRoy, IL 61752	Empire	3	*	309-962-3609	Senior
Higginbotham	Alexis	212 E. 6th St.	Gridley, IL 61744	Gridley	1	R	309-747-2264	Senior
Marr	Ambre Leigh	RR 2, Box 121	Gridley, IL 61744	Gridley	1	D	309-747-2998	Senior
Turner	Mary Beth	806 N. Market St.	Gridley, IL 61744	Gridley	1	D	309-747-3196	Senior
Kinsella	Lyndsey Rae	RR 2, Box 134A	Lexington, IL 61753	Gridley	2	D	309-747-2786	Senior
Elias	Ryan	505 N. Vermillion	Lexington, IL 61753	Lexington	1	R	309-365-8790	Senior
Pyne	Helen	RR 2, Box 86	Lexington, IL 61753	Lexington	1	R	309-365-3181	New
Wellendorf	Rebekah	718 Orange St.	Lexington, IL 61753	Lexington	1	R	309-365-3733	Senior

\* No Voter History

Member Stevens, Chairman, presented the following:

## New Judges

Last Name	First Name	Address	City, State, Zip	Precinct	#	D/R	Phone	Status
Johnson	Rachel	15 Gregory Lane	Lexington, IL 61753	Lexington	2	D	309-365-8063	Senior
Kaufman	Tonya	RR 2, Box 20	Lexington, IL 61753	Lexington	2	D	309-365-8798	Senior
Shields	Mackenzie	107 Cindy Dr.	Lexington, IL 61753	Lexington	2	D	309-365-8368	Senior
Vass	Rachel	408 E. Chestnut	Lexington, IL 61753	Lexington	2	D	309-365-4051	Senior
Whitaker	Jackie	612 S. Linden St., Apt. 3	Normal, IL 61761	Normal	1	D	309-451-1473	New
Graeff	Christine	404 Michael Ct.	Normal, IL 61761	Normal	2	R	309-454-1083	Senior
George III	Burl F.	208 S. Adelaid St.	Normal, IL 61761	Normal	3	R	309-454-4409	New
Iodice	Matthew	617 Normal Ave.	Normal, IL 61761	Normal	4	D	309-452-9083	Senior
Reynolds	Stephanie	107 N. Blair #20	Normal, IL 61761	Normal	6	D	309-862-1905	Senior
Myers	Desarae	1607 Farfield Ct.	Normal, IL 61761	Normal	7	R	309-452-9730	Senior
Vawter	Debra	1013 Bakewell	Normal, IL 61761	Normal	9	R	309-452-7860	Senior
Bacayo	Jessica	629 W. Orlando #206	Normal, IL 61761	Normal	12	D	309-452-5819	Senior
Craig	Helen	401 4th St., N. Meadow Village	Normal, IL 61761	Normal	12	D	309-454-5654	New
Kuehn	Myrna	1200 N. Walnut St.	Normal, IL 61761	Normal	13	R	309-452-1068	New
Blackley	Peggy	105 S. Towanda	Normal, IL 61761	Normal	15	D	309-454-1134	New
Collier	Pat	1501 Belleck Ct.	Normal, IL 61761	Normal	21	D	309-454-8068	New
Jones	Elaine E.	1701 Truman Dr.	Normal, IL 61761	Normal	21	D	309-454-8631	New
Braun	Eric	109 Sue Lynn Dr.	Normal, IL 61761	Normal	22	R	309-454-8978	Senior
Myer	Winifred L.	1700 N. School, Apt. #28	Normal, IL 61761	Normal	22	R	309-452-2696	New
Dawson	Janet	1619 Erin Dr.	Normal, IL 61761	Normal	23	R	309-452-7582	New
Hopkins	Barbara	1570 Hunt St., Apt C3	Normal, IL 61761	Normal	25	D	309-454-5843	New
McCready	Ben	RR 1, Box 61	Bloomington, IL 61704	Old Town		R	309-724-8000	Senior
Dawson	Melissa Dawn	RR 2, Box 178AA	Heyworth, IL 61745	Randolph	2	R	309-473-3297	Senior
Hickman	David Lloyd	205 S. Joselyn	Heyworth, IL 61745	Randolph	2	R	800-890-0749	Senior



10/17/00

**New Judges**

Last Name	First Name	Address	City, State, Zip	Precinct	#	D/R	Phone	Status
Poppe	Matt	RR 1, Box 101	Arrowsmith, IL 61722	West		R	309-962-6911	Senior
Randall	Jane	102 E. Cobleigh St., POB 45	Carlock, IL 61725	White Oak		D	309-365-5171	New
Spencer	Linda Diane	302 E. Franklin St., POB 243	Carlock, IL 61725	White Oak		D	309-376-4501	New
Diller	Matthew	3206 Leafy Lane	Bloomington, IL 61704	COB		R	309-663-5647	Sen
Feezor	Stanley	811 S. Mason St.	Bloomington, IL 61701	COB		R	309-828-1019	Not Cert.
Harms	Allison	107 Parkview Dr.	Bloomington, IL 61701	COB		R	309-662-1763	Senior
Harness	Gary	P.O. Box 1284	Bloomington, IL 61702	COB		D	309-827-4982	Not Cert.
Harness	Karen	P.O. Box 1284	Bloomington, IL 61702	COB		D	309-827-4982	Not Cert.
Hill	Brian	1110 Monroe St.	Bloomington, IL 61701	COB		R	309-828-0760	Senior
Homeny	Rachel	803 Old Farm Rd.	Bloomington, IL 61704	COB		D	309-663-7345	Senior
Hornsby	Aaron	408 S. Kreitzer Ave	Bloomington, IL 61701	COB		R	309-888-5399	Not Cert.
Jameson	Brad	31 Kenfield Circle	Bloomington, IL 61704	COB		D	309-663-2491	Senior
Kiesewetter	Matthew	113 Ruth Rd.	Bloomington, IL 61701	COB		D	309-663-4973	Senior
Lofton	Diane	2207 Woodhavens	Bloomington, IL 61701	COB		D	309-828-9317	Senior
Massie	Jennifer	1401 Ridgeport Ave.	Bloomington, IL 61704	COB		R	309-662-3536	Senior
Merritt	Ashley	47 Ravenwood Circle	Bloomington, IL 61704	COB		R	309-662-0615	Senior
Oltmanns	Linda	1106 S. Barker	Bloomington, IL 61701	COB		D	309-828-9783	Not Cert.
Sandhu	Navdeep	3408 Windmill Rd.	Bloomington, IL 61704	COB		D	309-663-8738	Senior
Scates	Shannon	108 Oak Creek Plaza, Unit 3-12	Bloomington, IL 61704	COB		R	309-829-2881	Senior
Smith	Sandra	1313 W. Locust	Bloomington, IL 61701	COB		D	309-829-5829	Not Cert.
Tack	Jonathon	202 Jessamine Rd.	Bloomington, IL 61704	COB		R	309-661-8902	Senior
Trotter	Jacqueline	1203 N. Clinton Blvd.	Bloomington, IL 61701	COB		R	309-829-9866	New
Turilli	Jaime	6 Hearthstone Ct.	Bloomington, IL 61704	COB		D	309-662-4121	Senior
Yoder	Holly	1227 E. Jefferson	Bloomington, IL 61704	COB		R	309-829-5988	Senior

\* No Voter History

Members Stevens/Peterson moved the County Board approve a Request for Approval of Appointment of Judges of Election - County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Stevens noted the Response to Clifton Gunderson, L.L.C. - Management Letter and the General Report located on pages 222-239.

PROPERTY COMMITTEE:  
Member Segobiano, Chairman, presented the following:

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**UNITED WAY OF McLEAN COUNTY**

as Tenant,

for

**Office Space Located on the 1st Floor of  
201 East Grove Street, Bloomington, Illinois**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the United Way of McLean County (hereinafter referred to as "UNITED WAY") as Tenant, desire to continue a lease agreement for office space consisting of 2,835 s.f. located on the first floor and 828 s.f. of the contiguous basement storeroom space located directly below the first floor tenant space of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. Rent shall be \$9,349.68 per year, payable in twelve equal monthly installments of \$779.14.
  - b. All rent payments are to be mailed to the below address:  

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Tenant's Use and Operation. UNITED WAY shall use the aforementioned leased premises only for the purposes of its general business office. UNITED WAY shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. UNITED WAY shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. Utilities. UNITED WAY agrees to pay to County its proportionate share of all utilities and maintenance expenses for the leased premises, and further, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas on the first floor of BUILDING.

5. Building Common Areas. UNITED WAY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of UNITED WAY employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of UNITED WAY employees or clients. UNITED WAY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. UNITED WAY shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. UNITED WAY shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.
7. Parking. COUNTY shall provide no parking for UNITED WAY.
8. Alterations. No alterations, additions or improvements shall be made in or to the leased premises by UNITED WAY without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of UNITED WAY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to UNITED WAY certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by UNITED WAY at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by UNITED WAY that UNITED WAY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. UNITED WAY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. UNITED WAY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. UNITED WAY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting UNITED WAY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. UNITED WAY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by UNITED WAY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from UNITED WAY business. UNITED WAY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after UNITED WAY is given written request for same. COUNTY shall bill UNITED WAY without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. UNITED WAY shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by UNITED WAY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. UNITED WAY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at

all times during the term of the lease. UNITED WAY shall furnish COUNTY additional certificates of UNITED WAY's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. Conduct. UNITED WAY shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by UNITED WAY without the prior express written approval of COUNTY.
12. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.



13. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. Hazardous Material.

a. Prohibition. UNITED WAY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises any hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. UNITED WAY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by UNITED WAY, its agents, employees, invitees, clients, or licensees, or by the negligence of UNITED WAY, its agents, employees, invitees, clients, or licensees,

- (i) UNITED WAY shall immediately notify COUNTY of the event;
- (ii) UNITED WAY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) UNITED WAY shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) UNITED WAY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) UNITED WAY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

- c. Survival. UNITED WAY expressly covenants and agrees that the duties, obligations, and liabilities of UNITED WAY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon UNITED WAY and its successors and assigns.
15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit UNITED WAY to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of UNITED WAY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of UNITED WAY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or UNITED WAY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor UNITED WAY shall have any right in or to any award made to the other by the condemning authority.
16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by UNITED WAY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or UNITED WAY shall have the right to terminate this lease, or any extensions thereof.
17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if UNITED WAY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of UNITED WAY shall be appointed by reason of UNITED WAY's insolvency or inability to pay its

debts, or if any assignment shall be made of UNITED WAY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of UNITED WAY hereunder, by giving UNITED WAY notice in writing of the election of COUNTY to so terminate.

18. Assignment and Subletting. UNITED WAY shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. Default. If UNITED WAY shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which UNITED WAY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if UNITED WAY shall abandon or vacate the premises during the term of this lease, or if UNITED WAY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to UNITED WAY have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by UNITED WAY during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by UNITED WAY to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate UNITED WAY's right of possession and repossess the lease premises without demand or notice of any kind to UNITED WAY, in which case COUNTY may relet all or any part of the leased premises. UNITED WAY shall be responsible for all costs of reletting. UNITED WAY shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of UNITED WAY's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, UNITED WAY shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at UNITED WAY's cost and expense, remove from the property all signs, symbols and trademarks pertaining to UNITED WAY's business and repair any damages caused by such removal; and
- (iv) Pay COUNTY one month's additional rent which shall be due and payable when UNITED WAY advises COUNTY that UNITED WAY wishes to exercise its right to terminate the lease agreement.

b. If UNITED WAY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of UNITED WAY left upon the leased premises in any manner that COUNTY shall choose without incurring liability to UNITED WAY or to any other person. The failure of UNITED WAY to remove any property from the leased premises shall forever bar UNITED WAY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of UNITED WAY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by UNITED WAY.

22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to UNITED WAY:

Executive Director  
United Way of McLean County  
201 East Grove Street, 1st Floor  
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties;

and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of UNITED WAY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

UNITED WAY OF McLEAN COUNTY

COUNTY OF McLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

a:\01UNITED

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**PATH Crisis Center**

as Tenant,

for

**Office Space Located on the 2nd Floor of  
201 East Grove Street, Bloomington, Illinois**

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	Approval Signatures	10

## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and PATH Crisis Center (hereinafter referred to as "PATH") as Tenant, desire to continue a lease agreement for office space consisting of 2,418 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. Rent shall be \$7,236.00 per year, payable in twelve equal monthly installments of \$603.00.
  - b. All rent payments are to be mailed to the below address:  

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Tenant's Use and Operation. PATH shall use the aforementioned leased premises only for the purposes of its general business office. PATH shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. PATH shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. Utilities. PATH agrees to pay to County its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.

5. **Building Common Areas.** PATH shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of PATH employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of PATH employees or clients. PATH shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. PATH shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. PATH shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.
7. **Parking.** COUNTY shall provide no parking for PATH.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises by PATH without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of PATH displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to PATH certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by PATH at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by PATH that PATH may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. PATH shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. PATH agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. PATH shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting PATH against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. PATH shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by PATH in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from PATH business. PATH's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after PATH is given written request for same. COUNTY shall bill PATH without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. PATH shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by PATH in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. PATH shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. PATH shall furnish COUNTY

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additional certificates of PATH's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. Conduct. PATH shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by PATH without the prior express written approval of COUNTY.
12. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or

controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. Hazardous Material.

a. Prohibition. PATH expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises any hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. PATH expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by PATH, its agents, employees, invitees, clients, or licensees, or by the negligence of PATH, its agents, employees, invitees, clients, or licensees,

- (i) PATH shall immediately notify COUNTY of the event;
- (ii) PATH shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) PATH shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) PATH shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) PATH shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. PATH expressly covenants and agrees that the duties, obligations, and liabilities of PATH under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon PATH and its successors and assigns.

15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit PATH to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of PATH shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of PATH, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or PATH to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor PATH shall have any right in or to any award made to the other by the condemning authority.
16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by PATH in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or PATH shall have the right to terminate this lease, or any extensions thereof.
17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if PATH shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of PATH shall be appointed by reason of PATH's insolvency or inability to pay its debts, or if any assignment

shall be made of PATH's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of PATH hereunder, by giving PATH notice in writing of the election of COUNTY to so terminate.

18. Assignment and Subletting. PATH shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.

19. Default. If PATH shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which PATH is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if PATH shall abandon or vacate the premises during the term of this lease, or if PATH shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to PATH have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by PATH during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by PATH to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate PATH's right of possession and repossess the lease premises without demand or notice of any kind to PATH, in which case COUNTY may relet all or any part of the leased premises. PATH shall be responsible for all costs of reletting. PATH shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of PATH's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, PATH shall:



- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at PATH's cost and expense, remove from the property all signs, symbols and trademarks pertaining to PATH's business and repair any damages caused by such removal; and
- b. If PATH shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of PATH left upon the leased premises in any manner that COUNTY shall choose without incurring liability to PATH or to any other person. The failure of PATH to remove any property from the leased premises shall forever bar PATH from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of PATH requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by PATH.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

**If to COUNTY:**

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

**With Copies to:**

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to PATH:

Executive Director  
PATH Crisis Center  
201 East Grove Street, 2nd Floor  
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of PATH unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding

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by paragraph 22, page eight (8) of this lease pertaining to all notices.

- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

PATH Crisis Center

COUNTY OF McLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

a:\01PATH

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**Veteran's Assistance Commission**

as Tenant,

for

**Office Space Located on the 1st Floor of  
201 East Grove Street, Bloomington, Illinois**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and Veteran's Assistance Commission (hereinafter referred to as "VAC") as Tenant, desire to continue a lease agreement for office space consisting of 1,022 s.f. of office space located on the first floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. Rent shall be \$3,059.00 per year, to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following receipt of revenue from the second installment of Property Tax bills.
  - b. All rent payments are to be mailed to the below address:

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
3. Tenant's Use and Operation. VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. Building Common Areas. VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state,

local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of VAC employees or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is

unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. Hazardous Material.

a. Prohibition. VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by VAC, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,

- (i) VAC shall immediately notify COUNTY of the event;
- (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;



- (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. VAC expressly covenants and agrees that the duties, obligations, and liabilities of VAC under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon VAC and its successors and assigns.

13. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.

15. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. Assignment and Subletting. VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
17. Default. If VAC shall fail to make payment of rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the lease premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of VAC's obligations.

- d. Cure the default and recover the cost of curing the same being on demand.

18. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:

(i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and

b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.

19. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.

20. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director  
Veteran's Assistance Commission  
201 East Grove Street, 1st Floor  
Bloomington, Illinois 61701

21. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties;

and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 25. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
- 26. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

VETERAN'S ASSISTANCE COMMISSION

COUNTY OF McLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

a:\01VAC

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**Children's Advocacy Center**

as Tenant,

for

**Office Space Located on the 2nd Floor of  
201 East Grove Street, Bloomington, Illinois**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and Children's Advocacy Center (hereinafter referred to as "CAC") as Tenant, desire to continue a lease agreement for office space consisting of 2,358 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Tenant's Use and Operation. CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. Utilities. CAC agrees to pay to COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, and further, CAC agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
4. Building Common Areas. CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good



condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.

6. Parking. COUNTY shall provide no parking for CAC.
7. Alterations. No alterations, additions or improvements shall be made in or to the leased premises by CAC without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of CAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC that CAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. Conduct. CAC shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
9. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
10. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the

benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly

indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

- c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.
13. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
14. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this lease, or any extensions thereof.
15. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby

shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

16. Assignment and Subletting. CAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
17. Default. If CAC shall fail to make payment of rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the lease premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of CAC's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.

18. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:

(i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal; and

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

19. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

20. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:  
Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director  
Children's Advocacy Center  
201 East Grove Street, 2nd Floor  
Bloomington, Illinois 61701

21. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 25. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
- 26. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

CHILDREN'S ADVOCACY CENTER

COUNTY OF MCLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

a:\OICAC

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**Regional Office of Education for McLean/  
DeWitt/Livingston Counties**

as Tenant,

for

**Office Space Located in  
905 N. Main Street, Normal, Illinois**



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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Regional Office of Education for McLean, DeWitt, and Livingston Counties (hereinafter referred to as "ROE") as Tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. of office space located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois (hereinafter referred to as BUILDING), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$30,326.69. The County Auditor's office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the ROE agrees to pay County a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.
  - b. All rent payments are to be mailed to the below address:

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Capital Improvement Fund. All monies paid into this Fund by ROE shall be reserved by COUNTY to pay for major Capital Improvement Replacement expenses for BUILDING. A major Capital Improvement Replacement expense shall be defined as follows:

- a. Additions and/or renovations to BUILDING and the adjacent property;
- b. Capital Equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- c. Capital equipment and fixtures purchased for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major Capital Improvement Replacement expense is necessary and the Capital Improvement Replacement Fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major Capital Improvement Replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the Capital Improvement Replacement Fund.

4. Tenant's Use and Operation. ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
5. Building Common Areas. ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of ROE employees or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.

7. Parking. ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE does not have exclusive use of said lot. Additionally, ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home or the McLean County Juvenile Detention Center.
8. Alterations. No alterations, additions or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. Insurance and Indemnity.
  - a. Covenants to Hold Harmless. ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this

release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances

Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification.

ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by ROE, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,

- (i) ROE shall immediately notify COUNTY of the event;
- (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.

15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to



the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need

not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the lease premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of ROE's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its

cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.
22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to ROE:

Executive Director  
Regional Office of Education for McLean/DeWitt/Livingston  
Counties  
905 N. Main Street  
Normal, Illinois 61761

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same

shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page nine (9) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

Regional Office of Education

COUNTY OF MCLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

w:\wp\01ROE

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**G.E.D. Adult Education Literacy Program**

as Tenant,

for

**Office Space Located in  
905 N. Main Street, Normal, Illinois**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED") as Tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f. of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois (hereinafter referred to as BUILDING), and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. available in BUILDING for ROE/GED for an annual maintenance and operating expense of \$17,058.76. The County Auditor's office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.
  - b. All rent payments are to be mailed to the below address:  

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Tenant's Use and Operation. GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. Building Common Areas. GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of GED employees or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.
6. Parking. GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED does not have exclusive use of said lot. Additionally, GED agrees not to park in the parking lot of the nearby McLean County Nursing Home or the McLean County Juvenile Detention Center.
7. Alterations. No alterations, additions or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or

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construction of any alternations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. Insurance and Indemnity.

a. Covenants to Hold Harmless. GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single

accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. Conduct. GED shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
10. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any

successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

13. Hazardous Material.

a. Prohibition. GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by GED, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,

- (i) GED shall immediately notify COUNTY of the event;
- (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly

indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

- c. Survival. GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.
14. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.
15. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if

GED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.

17. Assignment and Subletting. GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
18. Default. If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the lease premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of GED's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

20. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.

21. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400



With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to GED:

Superintendent  
G.E.D. Adult Education Literacy Program  
905 N. Main Street  
Normal, Illinois 61761

22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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- 26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight (8) of this lease pertaining to all notices.
- 27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

G.E.D. Adult Education Literacy

COUNTY OF McLEAN

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

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**YWCA OF McLEAN COUNTY**

as Tenant,

for

**Office Space Located on the 1st Floor of  
905 N. Main Street, Normal, Illinois**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the YWCA of McLean County (hereinafter referred to as "YWCA") as Tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. YWCA agrees to pay County \$6,510.00 for the term of this lease agreement, payable in twelve equal monthly installments of \$542.50 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay County a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.
  - b. All rent payments are to be mailed to the below address:

**McLean County Treasurer**  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Capital Improvement Fund. All monies paid into this Fund by YWCA shall be reserved by COUNTY to pay for major Capital Improvement Replacement expenses for BUILDING. A major Capital Improvement Replacement expense shall be defined as follows:
  - a. Additions and/or renovations to BUILDING and the adjacent property;
  - b. Capital Equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;

- c. Capital equipment and fixtures purchased for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major Capital Improvement Replacement expense is necessary and the Capital Improvement Replacement Fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major Capital Improvement Replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the Capital Improvement Replacement Fund.

4. Tenant's Use and Operation. YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
5. Building Common Areas. YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of YWCA employees or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.
7. Parking. YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and

COUNTY offices also use said parking located at BUILDING, and that YWCA does not have exclusive use of said lot. Additionally, YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home or the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
9. **Insurance and Indemnity.**
  - a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
  - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty



insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
  - a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by YWCA, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,

- (i) YWCA shall immediately notify COUNTY of the event;
- (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.

15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.

16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.
18. Assignment and Subletting. YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. Default. If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

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- a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the lease premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of YWCA's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
- b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director  
YWCA of McLean County  
905 N. Main Street, 1st Floor  
Normal, Illinois 61761

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to

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which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 27. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (9) of this lease pertaining to all notices.
- 28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

APPROVED:

YWCA OF MCLEAN COUNTY

COUNTY OF MCLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

By: \_\_\_\_\_  
Clerk of the McLean County Board

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**Board of Election Commissioners  
City of Bloomington**

as Tenant,

for

**Office Space Located on the 4th Floor of  
200 West Front Street, Bloomington, Illinois**



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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Board of Election Commissioners for the City of Bloomington (hereinafter referred to as "Board of Election Commissioners") as Tenant, desire to continue a lease agreement for office space consisting of 2,564 s.f. located on the northeast side of the fourth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The initial term of this lease agreement shall commence on January 1, 2001, and terminate on December 31, 2001.
2. Rent.
  - a. Rent shall be \$13,111.06 per year, payable in twelve equal monthly installments of \$1,092.59.
  - b. All rent payments are to be mailed to the below address:

McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400
  - c. The monthly rent payment during each month of the term of this lease shall be payable commencing on the first day of each month.
3. Tenant's Use and Operation. Board of Election Commissioners shall use the aforementioned leased premises only for the purposes of its general business office. Board of Election Commissioners shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. Board of Election Commissioners shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. Utilities. COUNTY shall provide all electricity, gas, and water, used or consumed by Board of Election Commissioners, on or in the leases premises. Board of Election Commissioners shall be responsible for the payment of its telephone or data services.

5. Building Common Areas. Board of Election Commissioners shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of Board of Election Commissioners employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of Board of Election Commissioners or Board of Election Commissioners employees or clients. Board of Election Commissioners shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. Board of Election Commissioners shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. Board of Election Commissioners shall be responsible for their own custodial needs and the cost of replacement ceiling mounted lighting fixture lamps.
7. Parking. COUNTY shall provide no parking stalls for Board of Election Commissioners, and further, Board of Election Commissioners agree to not park any employee vehicles in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. Alterations. No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of Board of Election Commissioners displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to Board of Election Commissioners certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by Board of Election Commissioners at the expiration of this lease. The parties hereto may also agree in writing,

prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by Board of Election Commissioners that Board of Election Commissioners may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. Board of Election Commissioners shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. Board of Election Commissioners agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. Board of Election Commissioners shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting Board of Election Commissioners against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. Board of Election Commissioners shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by Board of Election Commissioners in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from Board of Election Commissioners business. Board of Election Commissioners share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after Board of Election Commissioners is given written request for same. COUNTY will bill Board of Election Commissioners without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. Board of Election Commissioners shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by Board of Election Commissioners in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. Board of Election Commissioners shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. Board of Election Commissioners shall furnish COUNTY additional certificates of Board of Election Commissioner's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate.

Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies. Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. Conduct. Board of Election Commissioners shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by Board of Election Commissioners without the prior express written approval of COUNTY.

12. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. Hazardous Material.
  - a. Prohibition. Board of Election Commissioners expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
  - b. Disclosure, Remediation, Liability, and Indemnification. Board of Election Commissioners expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by Board of Election Commissioners, its agents, employees, invitees, clients, or licensees, or by the negligence of Board of Election Commissioners, its agents, employees, invitees, clients, or licensees,
    - (i) Board of Election Commissioners shall immediately notify COUNTY of the event;

- (ii) Board of Election Commissioners shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) Board of Election Commissioners shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) Board of Election Commissioners shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) Board of Election Commissioners shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. Board of Election Commissioners expressly covenants and agrees that the duties, obligations, and liabilities of Board of Election Commissioners under the preceding section 16(a) and 16(b) shall survive the termination of this lease, and are binding upon Board of Election Commissioners and its successors and assigns.

15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit Board of Election Commissioners to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of Board of Election Commissioners shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of Board of Election Commissioners, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or Board of Election Commissioners to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor Board of Election Commissioners shall have any right in or to any award made to the other by the condemning authority.
16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of

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the leased premises which is rendered untenable by Board of Election Commissioners in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or Board of Election Commissioners shall have the right to terminate this lease, or any extensions thereof.

17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Board of Election Commissioners shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of Board of Election Commissioners shall be appointed by reason of Board of Election Commissioner's insolvency or inability to pay its debts, or if any assignment shall be made of Board of Election Commissioners's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of Board of Election Commissioners hereunder, by giving Board of Election Commissioners notice in writing of the election of COUNTY to so terminate.
18. Assignment and Subletting. Board of Election Commissioners shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. Default. If Board of Election Commissioners shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Board of Election Commissioners is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if Board of Election Commissioners shall abandon or vacate the premises during the term of this lease, or if Board of Election Commissioners shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to Board of Election Commissioners have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by Board of Election Commissioners during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by Board of Election Commissioners to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate Board of Election Commissioners' right of possession and repossess the lease premises without demand or notice of any kind to Board of Election Commissioners, in which case COUNTY may relet all or any part of the leased premises. Board of Election Commissioners shall be responsible for all costs of reletting. Board of Election Commissioners shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of Board of Election Commissioners' obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, Board of Election Commissioners shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and
  - (iii) Upon the request of COUNTY, at Board of Election Commissioners' cost and expense, remove from the property all signs, symbols and trademarks pertaining to Board of Election Commissioners' business and repair any damages caused by such removal.
- b. If Board of Election Commissioners shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of Board of Election

Commissioners left upon the leased premises in any manner that COUNTY shall choose without incurring liability to Board of Election Commissioners or to any other person. The failure of Board of Election Commissioners to remove any property from the leased premises shall forever bar Board of Election Commissioners from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of Board of Election Commissioners requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by Board of Election Commissioners.
22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:
- If to COUNTY:  
Office of the County Administrator  
McLean County  
104 W. Front Street, Suite 701  
Bloomington, IL 61702-2400
- With Copies to:  
Director of Facilities Management  
McLean County  
104 W. Front Street, Suite 104  
Bloomington, Illinois 61702-2400
- If to ICS:  
Executive Director, City of Bloomington  
Board of Election Commissioners  
200 W. Front Street, 4th Floor  
Bloomington, Illinois 61701
23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same

shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Board of Election Commissioners unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page nine (9) of this lease pertaining to all notices.
28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2000.

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APPROVED:

City of Bloomington Board  
of Election Commissioners

COUNTY OF McLEAN

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

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

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

a:SECOMM.01

Members Segobiano/Bostic moved the County Board approve a Request for Approval of Fiscal Year 2001 Leases for: United Way of McLean County, PATH Crisis Center, Veteran's Assistance Commission, Children's Advocacy Center, Regional Office of Education, G.E.D. Adult Education Literacy Program, YWCA of McLean County, and the Bloomington Board of Election Commissioners for the 200 W. Front Street Building location. Clerk Milton shows all Members voting in favor of the Motion. Motion carried.

Member Segobiano thanked Jack Moody for bringing those leases into a standard form. He also noted an Item for Information on pages 341-342 and the General Report located on pages 343-349.

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



**Illinois Department  
of Transportation**

Division of Traffic Safety  
3215 Executive Park Drive / P.O. Box 19245  
Springfield, Illinois 62794-9245

**Highway Safety Project  
Single Audit Act Certification**

The Illinois Department of Transportation's Division of Traffic Safety (DTS) is the agency responsible for administering Illinois' federal highway safety funds. The Single Audit Act of 1984 (P.L. 98-502) and the Amendments of 1996 (P.L. 104-156) requires state and local governments that receive \$300,000 or more in federal financial assistance a year to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133. One copy of the completed audit report must be provided to the Division of Traffic Safety and one copy sent to:

Bureau of Census  
Data Preparation Division  
1201 East 10th Street  
Jefferson, Indiana 47132

Attn: Single Audit Clearinghouse

Audit reports must be submitted to the Division of Traffic Safety within "30 days after completion of the audit, but no later than one year after the end of the audit period."

Federal funds are provided for this project by the U.S. Department of Transportation. The program is listed in the Catalog of Federal Domestic Assistance (CFDA) as State & Community Highway Safety 20.600.

In order for the Division of Traffic Safety to fulfill its responsibility, this form must be completed, signed and returned to verify your agency's intent to comply with the Single Audit Act requirements.


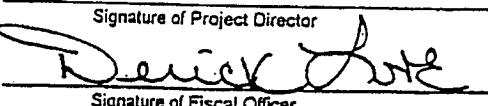
Applicant Agency McLean County Sheriff's Department Project Number PT1-0057-062  
Project Title Integrated Mini-Grant Enforcement Program Project Period 10/1/00 - 9/30/01  
Total Cost \$41,136 Federal \$41,136 Local \$0

**To Be Completed by Applicant Agency:**

Period Audit to Cover: \_\_\_\_\_ to \_\_\_\_\_  
Date Audit to Commence: \_\_\_\_\_ Audit Conducted by: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Certification:**

We certify the above information to be correct and that we will comply with the Single Audit Act as detailed in OMB circular A-133.

	<u>DAVID OWENS</u>	<u>309-888-5034</u>	<u>9-25-00</u>
Signature of Authorizing Official	Printed Name	Telephone	Date
	<u>DERICK LOVE</u>	<u>309-888-5032</u>	<u>09/25/00</u>
Signature of Project Director	Printed Name	Telephone	Date
Signature of Fiscal Officer	Printed Name	Telephone	Date

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# Illinois Department of Transportation

Division of Traffic Safety  
3215 Executive Park Drive / P.O. Box 19245  
Springfield, Illinois 62794-9245

## Title VI Compliance Certification

### Public Law 88-352 - July 2, 1964 Title VI - Nondiscrimination in Federally Assisted Programs

Section 601 - No persons in the United States shall, on the grounds of race, color or national origin, be excluded from participating in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

A. Program/Project Integrated Mini-Grant Enforcement Program

B. Project Service Area McLean County Government

C. Estimated Program/Project Commencement October 1, 2000

Estimated Program/Project Completion September 30, 2001

Please complete D, E and F:

D. Will contractors, subcontractors, suppliers or vendors be utilized in the project?  
 Yes  No

E. Total number of persons to be utilized for the project by race and sex: (Include those individuals who are identified within the Personal Services line item - federal and local.)

Race	Male	Female
Caucasian		
African American		
Hispanic		
Asian American		
American Indian		
Total		

F. I certify that administration of this program/project will be in accordance with Title VI of the Civil Rights Act of 1964.

Applicant Agency \_\_\_\_\_

Project Director \_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature De Q Owens

Date 9-25-00

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**Illinois Department  
of Transportation**

Division of Traffic Safety  
3215 Executive Park Drive / P.O. Box 19245  
Springfield, Illinois 62794-9245

**Highway Safety  
Project Agreement**

1. Applicant Agency: McLean County Sheriff's Department	<b>For Office Use Only</b> Project Number: PT1-0057-062
Address: 104 West Front Street Bloomington, Illinois 61702	Project Title: Integrated Mini-Grant Enforcement Program
TIN/FEIN: 37-6001569	PSP/Task: 04/05      Year of Funding: 2 PSP Title: Police Traffic Services
2. Governmental Unit: McLean County Government	3. Starting Date: October 1, 2000
Address: 104 West Front Street Bloomington, Illinois 61702	4. Expiration Date: September 30, 2001
TIN/FEIN: 37-6001569	5A-E. Project Description (attached)

**5F. Project Description Summary:**

This project provides funds for the agency to hireback officers during selected "integrated enforcement" periods. During these periods, certified officers working overtime will concentrate on enforcement of all traffic laws with special emphasis on occupant restraint, impaired driving, and speed violations.

5G. Proposed Project Budget	Federal	Local	Total
Personal Services	\$25,450	\$0	\$25,450
Fringe Benefits	3,308	0	3,308
Social Security	1,947	0	1,947
Travel	0	0	0
Contractual Services	0	0	0
Printing	0	0	0
Commodities	0	0	0
Equipment	1,819	0	1,819
Oper/Auto/Equipment	8,612	0	8,612
<b>Totals</b>	<b>\$41,136</b>	<b>\$0</b>	<b>\$41,136</b>

- A. Acceptance - It is understood and agreed by the undersigned that this project is subject to the attached agreement conditions.
- B. \*Obligation of the state shall cease immediately, without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this contract.\*

<b>7A. Project Director:</b> Name: Bonnie Serone Title: Lieutenant Address: 104 West Front Street, Bloomington, Illinois 61702 Phone: 309-888-5166      Fax: 309-888-5072 Signature: _____ Date: _____	<b>7B. Authorizing Official:</b> Name: David Owens Title: Sheriff Address: 104 West Front Street, Bloomington, Illinois 61702 Phone: 309-888-5034      Fax: 309-888-5034 Signature: _____ Date: _____
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**7C. Division of Traffic Safety Approval and Authorization to Expend Funds:**

Roger D. Sweet, Governor's Rep. for Highway Safety

Name

Title

Signature

Date

*David Owens*      9-25-20

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**INTEGRATED MINI-GRANT ENFORCEMENT PROGRAM**  
 (IMaGE)  
**BUDGET**

Name of Agency: **McLean County Sheriff's Department**

Population under your jurisdiction: **129,180**

Enforcement performance objectives category:

- |  |  |
|--|--|
| 1. <input type="checkbox"/> less than 2,500. | 4. <input type="checkbox"/> 25,001 - 50,000        |
| 2. <input type="checkbox"/> 2,501 - 10,000   | 5. <input checked="" type="checkbox"/> Over 50,000 |
| 3. <input type="checkbox"/> 10,001 - 25,000  |  |

**PERSONAL SERVICES**

Total Project Hours ( <i>include travel and patrol</i> )	725
Survey Hours	20
<b>Total Hours</b>	<b>745</b>

Average Rate (*include overtime [not to exceed time + one half] and/or straight time rates, whichever is appropriate*)

**\$34.16**

Total Hours X Average Rate = **\$25,450**

**FRINGE BENEFITS (EMPLOYER'S SHARE)**  
(if applicable)

Pension \$25,450 (*total salaries*) X 13.0% = **\$3,308**

**SOCIAL SECURITY (EMPLOYER'S SHARE)**  
(if applicable)

7.65% X \$25,450 (*total salaries*) = **\$1,947**

**EQUIPMENT**

1 Radar Unit @ \$1,819

Equipment Total **\$1,819**

**OPERATION OF AUTOMOTIVE EQUIPMENT**

\$.325 X 26,500 (*total miles*) = **\$8,612**

**GRAND TOTAL \$41,136**

(Revised 8/23/00)

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**Illinois Department of Transportation**

Division of Traffic Safety  
3215 Executive Park Drive/P.O. Box 19245  
Springfield, Illinois 62794-9245

**Highway Safety Project Agreement Certification:**

**Bribery**

The undersigned agency certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the vendor been so convicted nor made such admission of bribery. Further, the contractor is not in violation of Section 10.1 of the Illinois Purchasing Act, nor barred from bidding under Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**Educational Loan Default**

The undersigned agency certifies that it is not in default on an education loan as provided in the Educational Loan Default Act (5 Illinois Compiled Statutes, 385/0.01 et. seq.).

**Document Retention**

The undersigned agency certifies that it will comply with the provision requiring that every contract for goods or services entered into shall provide that the contractor (and subcontractor) maintain certain records and documentation relating to the grant and/or contract for a minimum of three years after contract completion and final claim (49CFR, Part 18, Sect. 18.42).

**Federal Taxpayer Identification Number**

For individuals and sole proprietors, list social security number. For other entities, list employer identification number. Federal Employer Identification Numbers (FEINS) must not be used for sole proprietorships.

Under penalties of perjury, the undersigned certifies that 37-6001569 is its correct Federal Taxpayer Identification Number. The undersigned is doing business as (please check one):

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

If you fail to furnish your correct taxpayer identification number to this agency, you are subject to an IRS penalty of \$50 for each such failure unless such failure is due to reasonable cause and not to willful neglect. Willfully falsifying certifications or affirmations may subject you to criminal penalties, fines and/or imprisonment.

**Conflict of Interest**

The undersigned agency agrees to comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (5 Illinois Compiled Statutes, 505/11.1-11.5). All the terms, conditions and provisions of those sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

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## Agreement Conditions

The following are general conditions of approval and procedural guidelines to which all projects are subject. Signators of this agreement certify that these conditions and procedures will be adhered to unless amended in writing.

### A. Media:

1. All articles, publications, news releases, exhibits, video or audio materials prepared by the agency shall identify the Illinois Department of Transportation (IDOT) as the funding source.
2. TDD. All printed, visual, and auditory materials which contain a phone number must also contain a TDD number. The Ameritech relay number—800-526-0844 (TDD only)—may be used to fulfill this requirement.
3. Closed Captioning. All public service announcements funded, in whole or in part, through this federal highway safety program must be closed-captioned for the hearing impaired.

### B. Anti-discrimination: Recipient hereby agrees to observe and comply with all provisions of Federal and State constitutions, laws and regulations pertaining to non-discrimination and equal employment opportunity including, but not limited to:

1. Title VI of the Civil Rights Act of 1964, Sec. 601 (Nondiscrimination in Federally-Assisted Programs): No person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are incorporated and made part of this agreement by reference.
2. The Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101 et. seq.).

### C. Disadvantaged Business Enterprises:

1. Policy - It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.
2. DBE Obligation - The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation-assisted contracts.
3. Illinois Department of Transportation Program Requirements for Recipients of Grants - All recipients shall comply with the requirements of 49 CFR Part 23.43. These recipients which are required under Part 23.41 to develop a program shall either adopt the Department DBE Program as the minimum to which they will adhere or develop their own DBE Program pursuant to 49 CFR Part 23. This requirement will be a specific condition of grant or contract approval. The Department will provide assistance to recipients in the setting and enforcement of goals for DBEs. The Department will provide its certified DBE directory to recipients at no charge.
4. Subcontracts - The recipient shall include the provisions of this "Policy" in every subcontract, including procurement of materials and leases of equipment.

### D. Laws of Illinois: This contract shall be governed in all respects by the laws of the State of Illinois.

E. **Procurement Procedures:** All procurement transactions for contractual services, commodities and equipment shall be conducted in a manner that provides maximum open and free competition. The applicant agency shall also meet the following minimum procedural requirements, as well as any specific procedures written into the narrative of this agreement:

1. Solicitations of offers shall include a description of the technical requirements for the product or service to be procured.
2. Awards shall be made only to responsible bidders that can meet the preceding requirements.
3. Small purchase procedures, which consist of obtaining price or rate quotations from at least three qualified sources, may be used for products or services having a total value of not more than \$5,000.
4. Formal advertising procedures shall be used for products, which may include associated nonprofessional services having a total value of more than \$5,000. An invitation for bids, with item specifications and supplier requirements, shall be publicly advertised. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid most closely conforms to the best interest of the project.
5. Competitive negotiation procedures shall be used to procure services having a total value of more than \$5,000. The Request for Proposal shall be publicized and proposals shall be solicited from an adequate number of qualified sources. Negotiations are normally conducted with more than one source and a cost-reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible bidder whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful bidders should be notified promptly.
6. Non-competitive negotiation, the procurement through solicitation of a proposal from one source, is allowed if the products or services are available only from a single source or, if after a number of sources have been solicited, competition is determined inadequate. The Division of Traffic Safety must authorize this procedure.
7. The applicant agency will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.
8. The applicant agency shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to: rationale for the method of procurement, selection of contract type, contractor selection or rejection and basis for the cost or price.
9. No employee or representative of the Illinois Department of Transportation or the applicant agency shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. Nor shall such persons solicit or accept anything of monetary value from bidders or suppliers.
10. The applicant agency must comply with any special conditions detailed in the contract, the State Purchasing Act and any local ordinances or regulations.

F. **Consultant Contracts:** After a consultant is selected in accordance with the requirements of Condition E (Procurement Procedures) as detailed herein, the consultant contract shall be submitted to the Division of Traffic Safety for approval prior to execution. The applicant agency is subject to all regulations in the "Requirements for Consultant Contracts" which will be furnished by the Division of Traffic Safety.

G. **Supporting Documentation:** Funds shall not be advanced to an applicant agency but rather reimbursed for actual expenditures upon submission of proper supportive documentation. Copies of the original or source records which evidence all expenditures (federal and local) shall be submitted with claims for reimbursement of costs. Only those costs incurred within the approved project period and budget are eligible for reimbursement. Supporting documentation to verify the amounts, uses, and recipients of all disbursements of funds shall be retained for a period of five years after the final claim has been paid and shall be available for audit at any time during this period.

1. Proper supportive documentation required for costs incurred is described in the guidelines entitled, "Procedures for Submittal of Claims for Reimbursement."
2. Claims for reimbursement should be submitted on a           ly/quarterly basis. The final claim for reimbursement must be received by the Division of Traffic Safety within 270 days following the expiration of the grant to receive payment.

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- H. **Equipment Inventory:** An inventory of nonexpendable personal property having an acquisition cost of \$5,000 or more is subject to periodic inspection by the Division of Traffic Safety. "Property Management Standards" will be furnished by the Division of Traffic Safety. These standards provide requirements relative to equipment inventory, use and disposition procedures.
- I. **Project Monitoring:** The Division of Traffic Safety will conduct periodic on-site reviews of all ongoing highway safety projects to monitor adherence to the project agreement and to review project progress and claim for reimbursement procedures.
- J. **Reports:** Progress reports by objective shall be submitted to the Division of Traffic Safety as stipulated in this agreement. The final project report shall be submitted to the Division of Traffic Safety within 30 days after the expiration date of the project or as stipulated in this agreement.
- K. **Alterations:** All alterations shall be requested in writing and shall be authorized in writing by the Division of Traffic Safety before work is started. No oral understanding or agreement not incorporated herein will be binding on either of the parties.
- L. **Termination/Cancellation:** "Obligation of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for the contract."

This agreement may be terminated/cancelled by either party upon 30 days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the agreement and may result in termination of the agreement or such remedy as appropriate. Upon termination, the applicant agency will be paid for work satisfactorily completed prior to the date of termination.

- M. **Approval and Ownership of Data and Creative Material:** All documents including reports and all other work products produced by the applicant agency under this contract shall be submitted to the Division of Traffic Safety for approval prior to development and same shall become and remain the property of the Division of Traffic Safety.
- N. **Audits:** The records and supportive documentation for all completed projects are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Accounting and Auditing. The Bureau of Accounting and Auditing reserves the right to inspect and review during normal working hours the workpapers of the independent auditor in support of their audit report.

The Single Audit Act of 1984 (Public Law 98-502) requires the following:

1. State or local governments that receive \$25,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-128.
2. State or local governments that receive less than \$25,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
3. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in Federal law or in Circular A-102 "Uniform Requirements for Grants to State or Local Governments."
4. A copy of the audit report must be submitted to the Division of Traffic Safety within "30 days after completion of the audit, but no later than one year after the end of the local government's fiscal year."
5. One copy of the audit report shall be provided to the Division of Traffic Safety and one copy sent to: Bureau of Census, Data Preparation Division, 1207 East 10th Street, Jefferson, IN 47132, Attn: Single Audit Clearinghouse.

O. **Safety Belt Use Requirements:**

1. In accordance with the Illinois Mandatory Seat Belt Law (625 Illinois Compiled Statutes, 5/12-603.1) the grantee will establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business.
2. A copy of the safety belt policy shall be retained locally in the project file and available for review by Division of Traffic Safety representatives.

P. **Certification Regarding Debarment and Suspension:** In accordance with the provision of 49 CFR Part 29, the undersigned agency certifies that it shall not knowingly enter into any agreement or contract with a person or agency that is barred, suspended, declared ineligible, or voluntarily excluded from participation in a contract with any Federal department or agency.

Q. **Certification Regarding Lobbying - Certification for Contracts, Grants, Loans and Cooperative Agreements:**

The undersigned agency certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

R. **Drug Free Workplace Act - Certification for Drug Free Workplace:**

1. As required by the Drug Free Workplace Act (30 Illinois Compiled Statutes, 580/2 et. seq.), no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State, unless the grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace.
2. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Drug Free Workplace Act. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

## DESCRIPTION OF INTEGRATED MINI-GRANT ENFORCEMENT PROGRAM (IMaGE)

### Problem Statement

Motor vehicle crashes are the leading cause of death for Americans between the ages of 5 through 24. In Illinois, during 1998, 1,393 persons were killed in fatal crashes. In 1997, approximately 134,960 persons were injured in crashes. The cost per death in Illinois for 1997 was \$980,000 and the cost per nonfatal disabling injury was \$34,100.

Many lives could be saved by changing public attitudes regarding risk taking behaviors such as speeding, impaired driving, and the non-use of safety belts and child safety seats. It has been shown that visible enforcement programs focusing on these violations offer the greatest potential for changing these behaviors.

### Project Objectives

The purpose of the integrated mini-grant enforcement (IMaGE) activity is to reduce the incidence of motor vehicle crashes, and the resulting injuries and fatalities, through **increased enforcement of occupant restraint, impaired driving and speed laws.** In order to achieve this purpose, the following goals have been defined:

1. To achieve a higher use of safety belt and child safety seats.
2. To increase enforcement of occupant restraint, impaired driving and speed laws.
3. To reduce the number of fatal traffic crashes.

### Survey requirements and enforcement performance objectives which will assist with meeting these goals are as follows:

1. For a project which encompasses a population less than 2500:
  - ◆ 60 - 70 patrol hours per enforcement campaign (350 hours annually).
  - ◆ A minimum of one (1) motorist contact (written warnings and citations) for every 124 patrol minutes.
  - ◆ Thirty (30) percent of all contacts must be for occupant protection violations.
  - ◆ No more than 50 percent of contacts should be for speed violations.
  - ◆ Conduct pre and post safety belt surveys at two (2) sites.
2. For projects which encompass a population of 2,501 - 10,000:
  - ◆ 85 - 95 patrol hours per enforcement campaign (475 hours annually).
  - ◆ A minimum of one (1) motorist contact (written warnings and citations) for every 45 - 60 patrol minutes.

- ◆ Thirty six (36) percent of all contacts must be for occupant protection violations.
  - ◆ No more than 50 percent of contacts should be for speed violations.
  - ◆ Conduct pre and post safety belt surveys at four (4) sites.
3. For a project which encompasses a population of 10,001 - 25,000:
- ◆ 95 - 105 patrol hours per enforcement campaign (525 hours annually).
  - ◆ A minimum of one (1) motorist contact (written warnings and citations) for every 45-60 patrol minutes.
  - ◆ Thirty two (32) percent of all contacts must be for occupant protection violations.
  - ◆ No more than 50 percent of contacts should be for speed violations.
  - ◆ Conduct pre and post safety belt surveys at six (6) sites.
4. For projects which encompass a population of 25,001 - 50,000:
- ◆ 125 - 135 patrol hours per enforcement campaign (675 hours annually).
  - ◆ A minimum of one (1) motorist contact (written warnings and citations) for every 30 - 45 patrol minutes.
  - ◆ Thirty three (33) percent of all contacts must be for occupant protection violations.
  - ◆ No more than 50 percent of contacts should be for speed violations.
  - ◆ Conduct pre and post safety belt surveys at eight (8) sites.
5. For a project which encompasses a population over 50,000:
- ◆ 135 - 145 patrol hours per enforcement campaign (725 hours annually).
  - ◆ A minimum of one (1) motorist contact (written warnings and citations) for every 45-60 patrol minutes.
  - ◆ Thirty (30) percent of all contacts must be for occupant protection violations.
  - ◆ No more than 50 percent of contacts should be for speed violations.
  - ◆ Conduct pre and post safety belt surveys at ten (10) sites.

Because the focus of this program is on three identified risk taking behaviors, it is recommended that a proportionate emphasis be placed on enforcement of occupant restraint, impaired driving and speed laws.



### Methods of Procedure

1. Conduct at least five integrated mini-grant enforcement campaigns with special emphasis on increased enforcement of occupant restraint, impaired driving and speed laws. The increased activity conducted by the local agency will coincide with the established timetable.
2. The five integrated mini-grant enforcement campaigns must follow a four-five week schedule that consists of the following:

Week:	Activity:
1	Public information campaign and press releases announcing the enforcement campaign and a media event.
2 and 3	Conduct of Integrated Enforcement campaign for a minimum of specified overtime hours. Patrols must be spread out over the two week period.
4	Press releases on results of program.

3. Conduct **Pre-project** and **Post-project Safety Belt Surveys** during Campaigns 1 and 5. The number of survey sites is based on the population of the city or county where the project is located. The sites selected should be in the area where traffic safety problems exist or improvement in compliance is desired, and where enforcement patrols will be conducted. The surveys should be conducted during daylight hours. The **Pre-Surveys** are to be conducted before the first enforcement campaign, and the **Post-Surveys** are to be conducted after the final enforcement campaign.
4. At the beginning of the integrated mini-grant enforcement campaign, information outlining all phases of the program shall be given to police department personnel, news media, and court (prosecutors and judges) personnel.
5. Daily instructions shall be given at roll call, outlining program goals and encouraging officers' participation.
6. Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the surveys and overtime enforcement.
7. The Division of Traffic Safety (DTS) will reimburse expenditures for personal services, the employer's share of fringe benefits (pension and social security), and operation of automotive equipment by hire-back officers in performing surveys and conducting overtime enforcement.
8. DTS will provide, upon request, materials to assist the local agency in preparing public information campaigns and press releases.

## Reporting

1. A progress report must be submitted to DTS after each enforcement campaign. The report is due by the tenth of the month following the campaign, and shall consist of:
  - ◆ Completed IMaGE Summary of Activity form (*Attachment A*)\*.
  - ◆ Copies of public information and education campaign materials, news releases, articles, etc., that were published. The level of this activity will be factored into project evaluation by DTS.
  - ◆ Completed Safety Belt Usage Survey forms (*Attachment B*) should accompany the *first* and *last* progress reports.\*
  
2. The final report is due no later than **November 1**, and should be accompanied by the final claim for reimbursement. The final report should include a narrative describing:
  - ◆ The project's accomplishments (goals met and not met).
  - ◆ Problems encountered and successes.
  - ◆ A year-end summary of all activity (as submitted on *Attachment A*)\*.
  - ◆ Crash data for the project year (*Attachment C*)\*

## Reimbursement

A Highway Safety Project Claim for Reimbursement form (*Attachment D*)\* and an IMaGE Overtime Hire-Back Cost Documentation form (*Attachment E*)\* must be submitted after each enforcement campaign. The claim is due by the tenth of the month following the campaign. The final claim is due **November 1**.

## Monitoring

The DTS will conduct on-site visits to observe project activities and progress toward completion of stated goals, as well as to provide assistance as needed. Failure to maintain operation of the project at the level agreed upon in the approved Highway Safety Project Agreement may result in the termination of funding.

\* *Attachments will be included with approval package.*

# IMaGE CAMPAIGN GENERAL REQUIREMENTS

## Week 1

### Pre-Public Information and Education (PI&E) Campaign

- ◆ Press release stating purpose and dates of increased enforcement campaign stressing the following:
  - ◆ Purpose.
  - ◆ Serious/certain enforcement (perception of risk).
  - ◆ Injury prevention.
  - ◆ Importance of obeying traffic laws.
  - ◆ Cost of traffic ticket fines.
- ◆ Optional:
  - ◆ Displays (library, health providers, etc.).
  - ◆ Presentations (schools).
  - ◆ Media event.

## Weeks 2 & 3

### Enforcement Period

- ◆ Outline all phases of the program to officers.
- ◆ Daily roll call announcement.
- ◆ Stress that all officers must wear safety belts.
- ◆ Conduct a minimum of specified hours increased/overtime enforcement, *throughout* the two week period.
- ◆ Distribute educational materials to non-users of safety belts.
- ◆ Rewards for compliance to laws (donated by local merchants, if possible).

## Week 4

### Post-PI&E Press Release on Results

- ◆ Tell how the community did.
- ◆ Inform public that more increased enforcement campaigns will be conducted in the future.

All campaigns will follow the above schedule. In addition, safety belt surveys will be conducted in Campaigns 1 and 5, which consist of 5 weeks.

- ◆ Conduct pre-survey in Week 1 of Campaign 1.
- ◆ Conduct post-survey in Week 4 of Campaign 5, at the same time, day and sites where the pre-surveys were conducted.

**Integrated Mini-Grant Enforcement  
FY 2001 Campaign Dates**

#1	FOCUS - DUI	
	Nov. 5 - 11, 2000	Safety Belt Pre-Survey
	Nov. 12 - 18, 2000	PI&E
	Nov. 19 - Dec. 2, 2000	Enforcement
	Dec. 3 - Dec 9, 2000	Press Release
	Jan 10, 2001	Report Due
#2	FOCUS - OCCUPANT RESTRAINT	
	Feb. 4 - Feb. 10, 2001	PI&E
	Feb. 11 - 24, 2001	Enforcement
	Feb. 25 - March 3, 2001	Press Release
	March 10, 2001	Report Due
#3	FOCUS - OCCUPANT RESTRAINT	
	May 13 - 19, 2001	PI&E
	May 20 - June 2, 2001	Enforcement
	June 3 - June 9, 2001	Press Release
	July 10, 2001	Report Due
#4	FOCUS - DUI	
	June 17 - 23, 2001	PI&E
	June 24 - July 7, 2001	Enforcement
	July 8 - 14, 2001	PI&E
	Aug. 10, 2001	Report Due
#5	FOCUS - SPEED	
	Aug. 19 - 25, 2001	PI&E
	Aug. 26 - Sept. 8, 2001	Enforcement
	Sept. 9 - 15, 2001	Safety Belt Post-Survey
	Sept. 16 - 22, 2001	Press Release
	Oct. 10, 2001	Report Due

## INTEGRATED MINI-GRANT ENFORCEMENT (IMaGE) LOCAL AGENCY OBLIGATIONS

The following activities will be performed between October 1 and September 30.

The Local Agency agrees to the following:

1. To conduct five integrated mini-grant enforcement campaigns with special emphasis on occupant restraint, impaired driving and speed laws.
2. To provide overtime traffic enforcement for the specified hours spread throughout the two week enforcement period with an emphasis on occupant restraint, impaired driving and speed violations.
3. To utilize only ILETSB certified police officers for the surveys and overtime enforcement.
4. Officers will be permitted, and encouraged, to issue multiple citations to drivers who have committed several violations; such as, exceeding maximum speed and failure to wear safety belt, or improper child-restraint.
5. Local Agency will select target enforcement areas where traffic safety problems exist or improvement in compliance is desired and conduct pre-campaign safety belt surveys in those areas. Post-safety belt surveys will be conducted by the same officer at the same time, day and sites at the end of the final enforcement campaign.
6. Local Agency will inform the news media of the special program and keep them apprised of enforcement campaign periods and their results.
7. Local Agency will report after each campaign to DTS, listing all traffic enforcement activity, including both overtime and regular patrol activity (Attachment A).
8. Reimbursement Agreement: Local Agency shall submit claims for reimbursement to DTS no later than the tenth of the month following each enforcement campaign. DTS will not be able to honor claims for reimbursement received after November 1. This deadline is crucial as the federal government requires that all paperwork for the entire state program to be completed by December 31.
9. Eligible costs include:  
Overtime pay for enforcement and conducting pre/post surveys at officer's overtime rate, not to exceed time + one half; pension and social security; and operation of automotive equipment.

**Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of three (3) years following the date of final payment. Copies of such records shall be made available, upon request, to DTS representatives.**

Members Sommer/Rodman moved the County Board approve a Request for Approval of Illinois Department of Transportation Highway Safety Project Grant - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**CHANGE ORDER # 3 to**  
**WORK ORDER #4**

This Work Order defines certain Services and Materials to be provided by TRW Inc hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

**Work Order Topic:**

McLean County Integrated Justice Information and Computer Aided Dispatch Systems -- Phase Four (the "System").

**Objectives of the Work Order Change:**

In response to the County's request to extend the term and delivery schedule of the Work Order #4 effort the schedule is herein extended to March 1, 2001.

**Location of Services:**

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

**Activities to be Performed:**

No Change.

**Type and Description of Materials to be developed/provided:**

TRW has previously provided as Attachment 1, TRW's proposal dated February 1, 1999 which details the agreed to Materials to be provided.

**Deliverable Materials:**

No change

**Price/Invoice and Payment:**

No change

**Completion Date:**

The Services in this Work Order shall be completed by March 01, 2001 unless further extended through the mutual agreement of the parties.

**Total Fee:**

No Change

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

TRW, Inc.  
1999 Broadway, Suite 2000  
Denver, CO 80202

Kelly E. O'Loughlin  
Signature

Kelly E. O'Loughlin  
Printer or Typed Name

Manager, Contracts  
Title

McLEAN COUNTY, ILLINOIS  
104 West Front Street  
Bloomington, IL 61701

Gary C. Riss  
Signature

Gary C. Riss  
Printed or Typed Name

Chairman, Mclean County Board  
Title

ATTEST Ruby Ann Milton  
Ruby Ann Milton  
McLean County Clerk

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**CHANGE ORDER #4 to**  
**WORK ORDER #4**

This Change Order defines certain Services and Materials to be provided by TRW Inc hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

**Change Order Topic:**

To provide a Custom Map Conversion for McLean County Integrated Justice Information and Computer Aided Dispatch Systems -- Phase Four (the "System").

**Objectives of the Change Order:**

To provide services and materials for the development and implementation of computer applications software and associated materials. The objective of this Change Order is to support the following major initiative:

- TriTech Software Systems Custom Map Conversion of McLean County GIS map data.

**Location of Services:**

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

**Activities to be Performed:**

TRW and its subcontractors (TriTech Software Systems) shall provide the following:

- Custom Conversion of McLean County GIS maps for TriTech Computer Aided Dispatch System

**Type and Description of Materials to be developed/provided:**

Custom Conversion of McLean County GIS maps.



**Deliverable Materials:**

Converted McLean County GIS map data.

**Price/Invoice and Payment:**

TRW shall invoice the COUNTY upon completion of the effort for the total fixed price of \$11,115.00.

The prices for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products. The COUNTY agrees to make payment in accordance with the payment plan identified in Attachment 1 or at NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Labor charges with supporting data as follows:
  - (i.) period of performance covered by invoice;
- (d) Current and cumulative breakdown of material charges and Other Direct Costs.
- (e) Current at cost and cumulative breakdown of travel and travel related costs with receipts supporting individual items in excess of \$25. TRW will provide the same level of detail on the invoices that it has provided in Phase I invoices.
- (f) Charges shall be segregated and billed separately for work performed under each Work Order issued. Costs of performing work set forth in one Work Order shall not be chargeable or payable under any other Work Order.
- (g) Invoice number, date, and total amount billed
- (h) Payment will be mailed to: CoreStates Bank. NA  
TRW, Inc. (BDM)  
PO Box 8500-S-5740  
Philadelphia PA 19178-5740

**Completion Date:**

The Services in this Change Order shall begin immediately upon the execution of this document and will be performed in accordance with the period of performance as stated in the original Work Order. The COUNTY shall provide written notice and authorization to TRW that Change Order #4 services can be commenced.

**Total Fee:**

The total fees for this work order including professional and out of pocket expenses are estimated at eleven thousand one hundred fifteen dollars (\$11,115.00). Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff dated TBD, from the TRW Cost Proposal.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

TRW, Inc.  
410 17<sup>th</sup> Street Suite 1500  
Denver, CO 80202

Kelly E. O'Loughlin  
Signature

Kelly E. O'Loughlin  
Printer or Typed Name

Manager, Contracts  
Title

McLEAN COUNTY, ILLINOIS  
104 West Front Street  
Bloomington, IL 61701

Gary C. Riss  
Signature

Gary C. Riss  
Printed or Typed Name

County Board Chairman  
Title

ATTEST: Peggy Ann Milton  
Peggy Ann Milton  
McLean County Clerk

Members Sommer/Salch moved the County Board approve a Request for Approval of TRW Change Order #3 to Work Order #4 - County's Request to Extend the Term and Delivery Schedule of Work Order #4 to March 1, 2001 and TRW Change Order #4 to Work Order #4 - Custom Conversion of McLean County GIS Maps - Integrated Justice Information System. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of August, 2000, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", the McLean County Public Defender, hereinafter known as, "the Public Defender", and John L. Wright, Jr. Attorney-at-Law, hereinafter known as, "the Violent Crimes 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 Violent Crimes Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Violent Crimes Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of Violent Crime and drug-related cases assigned by the Public Defender. The County shall pay to the Violent Crimes Public Defender and the Violent Crimes Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,096.05 per month.

The Violent Crimes Public Defender agrees to:

1. Assist and perform his duties as the Violent Crimes Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. He further agrees to accept a minimum of ten (10) and maximum of twelve (12) new felony cases or Petitions to Revoke Probation per month, except that no murder cases shall be assigned.

2. A Violent Crimes 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 Violent Crimes 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 Violent Crimes 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 Violent Crimes 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 Violent Crimes Public Defender's activities pursuant to this contract.
5. The Violent Crimes 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.

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 August 1<sup>st</sup>, 2000, and terminate on July 31<sup>st</sup>, 2001.
2. The Violent Crimes 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 Violent Crimes 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 Violent Crimes Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The parties expressly agree that this contract is wholly contingent on the County's receipt of Illinois Criminal Justice Information Authority (ICJIA), agreement number 4853, Drug and Violent Crime Defense Grant money for the purpose set forth herein.
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 Violent Crimes 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.
  - (c) Illinois Criminal Justice Information Authority funding to the County is terminated for any reason during the term of this agreement in which case the date of termination of this agreement shall become effective on the date such Illinois Criminal Justice Information Authority funding is terminated.

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

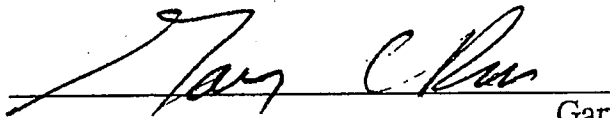
For the Attorney:

Mr. John L. Wright, Jr.  
2406 East Washington Street  
Bloomington, Illinois 61704

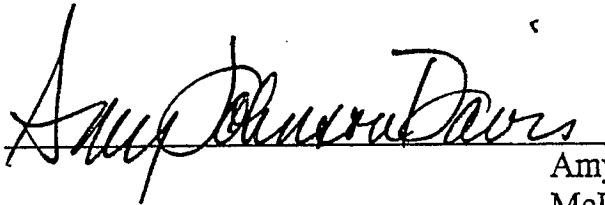
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 17<sup>th</sup> day of October 2000.

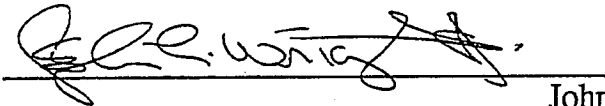
APPROVED:



Gary C. Riss, Chairman  
McLean County Board

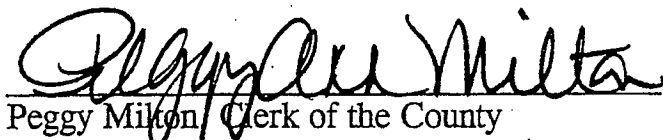


Amy Johnson Davis  
McLean County Public Defender



John L. Wright, Jr.  
Attorney at Law

ATTEST:



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

Members Sommer/Gordon moved the County Board approve a Contract for the Public Defender. Member Segobiano asked where the money for the contract would be coming from. Mr. Zeunik answered it would come from the Violent Crime Defense Fund which is a grant administered by the Illinois Criminal Justice Information Authority. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report is found on pages 377-384.

**HUMAN SERVICES COMMITTEE:**  
Member Berglund, Chairman, presented the following:

**AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE  
FOOD SERVICE**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 6, 2000, that permit fees be increased; and

WHEREAS, the Human Services Committee at their October , 2000, meeting has concurred with such recommendation, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 26 be and hereby is amended to read as follows:

26.08-6 Food Service Establishment Permit Fees. The annual fees for these food permits shall be:

CLASS A Permit - <del>\$327.00</del>	<b>\$337.00</b>
CLASS B Permit - <del>\$246.00</del>	<b>\$253.00</b>
CLASS C Permit - <del>\$165.00</del>	<b>\$170.00</b>
CLASS D Permit - Reserved for future use	
CLASS E Permit - Reserved for future use	
CLASS F Permit - No Fee	

26.26-6 Retail Food Store Permit Fees. The annual fees for these food permits shall be:

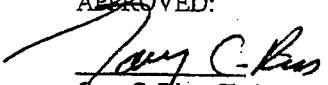
CLASS A Permit - <del>\$327.00</del>	<b>\$337.00</b>
CLASS B Permit - <del>\$246.00</del>	<b>\$253.00</b>
CLASS C Permit - <del>\$165.00</del>	<b>\$170.00</b>
CLASS D Permit - <del>\$165.00</del>	<b>\$170.00</b>
CLASS E Permit - <del>\$ 81.00</del>	<b>\$ 83.00</b>
CLASS F Permit - No Fee	

26.58-1 Bed and Breakfast Permit Fees. The annual fees for these permits shall be:


CLASS H Permit - <del>\$246.00</del>	<b>\$253.00</b>
CLASS I Permit - <del>\$165.00</del>	<b>\$170.00</b>

This amendment shall become effective and in full force on January 1, 2001. Adopted by the County Board of McLean County, Illinois, this day of , 2000.

APPROVED:

  
Gary C. Kiss, Chairman of the  
McLean County Board

ATTEST:

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

1901-HSC

Members Berglund/Renner moved the County Board approve a Request for Approval of Proposed Amendment to McLean County Revised Code, Chapter 26, Food Service - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Berglund, Chairman, presented the following:

**AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE  
HEALTH AND SANITATION**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 6, 2000, that permit and license fees be increased, and clarifications be made to the Ordinance, and

WHEREAS, the Human Services Committee at their October , 2000, meeting has concurred with such recommendations, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 be and hereby is amended to read as follows:

**28.45 Bedroom – any room equipped with a closet that might reasonably be used as a sleeping room. A room that can readily be converted into a bedroom must be classified as a bedroom for the purpose of accurately sizing the private sewage disposal system. Rooms intended for use as kitchens, bathrooms, or laundry rooms, and rooms with large doorways or half walls such as family rooms and living rooms are excluded from the definition.**

**28.45 Pumper - any person pumping private sewage disposal systems, *including portable toilets*, and licensed by the Board of Health. (Amended 10-21-86, 9-17-96)**

**28.54-1 Plan requirement. The application shall be accompanied by a plan showing the location of all wells, lakes, ponds, or streams on the applicant's property and on neighboring property, if they are within 100 feet of any part of the proposed private sewage disposal system. *If the proposed system is to serve new or remodeled residential construction, a floor plan must be provided.* Existing structures, septic tanks, subsurface seepage systems, grease traps, cesspools, privies, sewers, and drainage tiles must be included in the plan. *Homes being built for speculation purposes must have the septic tank sized to accommodate a garbage disposal unit.***

***The Health Department shall approve or reject each application for a permit for the construction and use of any individual sewage disposal system within ten (10) working days of receipt of the last item of information required to be submitted by the applicant under terms of this Ordinance.***

**28.61 INSTALLER LICENSING**

No person may perform the duties of an installer in McLean County who has not obtained an installer's license approved by the Board of Health.

(A) The Board of Health shall approve an installer's license to persons who comply with Section 28.61-1 of this Ordinance.

(B) A homeowner may install, alter or repair his own private sewage disposal system without a license if he can comply with the Illinois Department of Public Health, Private Sewage Disposal Licensing Act and Code, as adopted in Section 28.43 of this Ordinance and the structure is not being built for the purpose of sale or speculation.

28.61-1 **Conditions of licensure.**

(A) The application for a license shall be furnished by the Board of Health and completed by the applicant.

(B) The applicant or his representative who is actively engaged in the installation, alteration or repair of private sewage disposal systems shall demonstrate his knowledge of the McLean County Private Sewage Disposal System Ordinance by obtaining a minimum score of 80 percent on a written test. All licensed installers will be retested every three years. (Amended 1-17-89)

~~(C) If the individual who passed the installers written test is no longer employed with the firm or is no longer actively engaged in the installation, alteration or repair of Private Sewage Disposal systems for the firm, the installer's license may be suspended until such time that another representative of the firm who is actively engaged in the installation procedure passes the installer test. (Amended 1-17-89)~~

~~(D)~~ (C) The license will expire on December 31 of the year of issue and must be renewed annually. If the license is not renewed by April 1st of the year following the year of issue, the applicant shall be retested.

~~(E)~~ (D) A licensing fee shall be paid to the Board of Health when the application is submitted for approval or renewal. (Amended 10-21-86, 1-17-89, 10-19-93, 9-19-95, 11-19-96)

28.62 **PUMPER LICENSING**

No person may perform the duties of a pumper in McLean County who has not obtained a pumper's license issued by the Board of Health.

(A) The Board of Health shall approve a pumbers license for persons who comply with Section 28.62-1 of this Ordinance.

(B) A homeowner may pump his own private sewage disposal system without a license if he can comply with the Illinois Department of Public Health, Private Sewage Disposal Licensing Act and Code, as adopted in Section 28.43 (A) of this Ordinance. (Amended 10-21-86, 1-17-89)

28.62-1 **Conditions of licensure.**

(A) The application for license shall be furnished by the Board of Health and completed by the applicant.

(B) The applicant shall annually present his pumper truck at the Health Department office for inspection. The truck must meet the standards set forth in the Illinois Department of Public Health, Private Sewage Disposal Licensing Act and Code, as adopted in Section 28.43 (A) of this Ordinance.

(C) The applicant ~~or his representative~~ who is actively engaged in the pumping of private sewage disposal systems shall demonstrate his knowledge of the McLean County Private Sewage Disposal System Ordinance by obtaining a minimum score of 80 percent on a written test. All licensed pumpers will be retested every three years. **(Amended 10-21-86, 1-17-89)**

~~(D) If the individual who passed the pumper's written test is no longer employed with the firm or is no longer actively engaged in the pumping of private sewage disposal systems for the firm, the pumper's license may be suspended until such time that another representative of the firm who is actively engaged in the pumping procedure passes the pumper test. (Amended 1-17-89)~~

~~(E)~~ (D) The license shall expire on December 31 of the year of issue and must be renewed annually.

(F) (E) A license fee shall be paid to the Board of Health when the application is submitted for approval or renewal. (Amended 10-21-86, 1-17-89, 10-19-93, 9-19-95, 11-19-96)

28.57 Permit Fees. The annual fees for these private sewage disposal system permits shall be:

(A)	Septic tank or Imhoff tank	\$62.00	\$64.00
(B)	1. Subsurface seepage field	\$91.00	\$94.00
	2. Seepage bed	\$91.00	\$94.00
	3. Sand filter (buried or recirculating)	\$91.00	\$94.00
	4. Waste stabilization pond	\$91.00	\$94.00
	5. 8" or 10" gravel-less seepage field	\$91.00	\$94.00
(C)	Aerobic treatment plant discharging to supplementary treatment or to the surface	\$121.00	\$125.00
(D)	Treatment unit(s) and waste stabilization pond	\$121.00	\$125.00
(E)	Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$121.00	\$125.00
(F)	Private sewage mound (77 Ill. Adm Code 906)	\$121.00	\$125.00

(G)	Holding tank(s)	<del>\$121.00</del>	\$125.00
(H)	Dump station	\$121.00	\$125.00
(I)	Any other system for which a variance in accordance with Section 28.60 of this Ordinance, has been issued.	\$121.00	\$125.00

28.57-1 License Fees The non-refundable fees for the following licenses are:

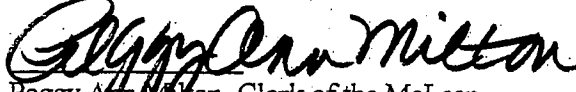
(A)	Installer license	\$174.00	\$179.00
(B)	Pumper license	\$174.00	\$179.00

This amendment shall become effective and in full force on January 1, 2001. Adopted by the County Board of McLean County, Illinois, this            day of            , 2000.

APPROVED:

  
 Gary E. Riss, Chairman of the  
 McLean County Board

ATTEST:

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

1901-SDP2

Members Berglund/Peterson moved the County Board approve a Request for Approval of Proposed Amendment to McLean County Revised Code, Chapter 28, Health and Sanitation - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund noted the General Report located on pages 392-399

**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Salch, Chairman, stated there were no items for action. He also noted the General Report located on pages 400-408.

294

LEGISLATIVE COMMITTEE:  
Member Sorensen, Chairman, presented the following:

## A RESOLUTION TO OPPOSE CEDING OF PROPERTY RIGHTS

WHEREAS, The Miami Native American Tribe has initiated a lawsuit to gain ownership of 2.6 million acres of land in Eastern Illinois; and

WHEREAS, the vast majority of said land represents the agricultural livelihood of small, independent farmers; and

WHEREAS, ceding this property to the Miami Native American Tribe would cause large-scale economic chaos to Ford County, other involved counties and adjacent areas; and

WHEREAS, agricultural land in McLean County itself could be jeopardized by similar claims if the Miami Native American Tribe suit is successful; now, therefore

BE IT RESOLVED, by the County Board of McLean County, Illinois that all state legislators, especially those who represent the citizens of McLean County, be strongly encouraged to support efforts by the County Board of Ford County, Illinois, and the State of Illinois, to take any and all measures to oppose this unjustified assertion of ownership by the Miami Tribe; and

BE IT FURTHER RESOLVED by the McLean County Board, in regular session, that a copy of this resolution be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support; and

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting this resolution.

ADOPTED by the County Board of the McLean, Illinois this 17th day of October, 2000.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Gary C. Riss, Chairman of the  
McLean County Board

Members Sorensen/Berglund moved the County Board approve a Resolution to Oppose Ceding of Property Rights. Member Sorensen stated this Resolution is an amended version of what the Legislative Committee discussed with the Executive Committee the prior week. Member Segobiano asked what Article was changed since discussed with the Executive Committee. Member Sorensen stated there was a clause that tied this Resolution to the 2001 Legislative Program. Member Sorensen/Segobiano moved the County Board send this back to the Legislative Committee. Discussion followed. Clerk Milton shows the roll call vote as follows: Rodman-yes, Salch-yes, Segobiano-yes, Sommer-yes, Sorensen-yes, Stevens-yes, Sweeney-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Gordon-yes, Hoselton-no, Kinzinger-yes, Lawlis-yes, Peterson-yes, Renner-yes. Motion carried sixteen to one.

Member Sorensen noted the Legislative breakfast will likely be in early December and the Committee will be bringing the Legislative Program for 2001 to the November Board Meeting. Member Sommer asked the Legislative Committee to get answers to the questions regarding clarity of title, title insurance, and abstracts so the Board will know where they stand in regards to liability. Member Sommer/Rodman moved the County Board direct the State's Attorney to render an opinion on the items that were delineated. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

#### COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik encouraged the Board to welcome Carmen, the newest addition to the County Administrator's Office. He reminded the Board they will be asked to approve the Fiscal Year 2001 Budget as well as the proposed Tax Levy at the November 21<sup>st</sup>, 2000 Board meeting. Mr. Zeunik also reminded the Board Members of the annual Board Dinner, which will be held November 21, 2000 at the Radisson.

#### OTHER BUSINESS AND COMMUNICATION:

Member Rodman stated concern regarding the certified letter he received from the County Treasurer stating he owed \$6.42 more because taxes had been improperly calculated. He said that the certified letter cost \$1.73 to mail and there were people who received this letter who owed less than the cost to mail. Discussion followed. Mr. Ruud stated Normal Township would be paying the entire cost of the mailing. Discussion followed. Member Peterson reminded the Board that a checklist has been implemented to catch potential problems.

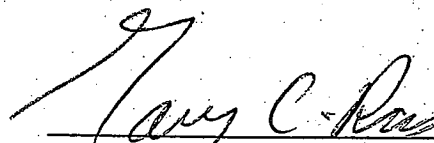
The McLean County Auditor presents the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

October 17, 2000

2000 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$241,186.93	\$241,186.93
Finance		\$596,308.33	\$596,308.33
Human Services		\$301,930.08	\$301,930.08
Justice	\$22,736.95	\$1,137,269.63	\$1,160,006.58
Land Use		\$16,566.28	\$16,566.28
Property		\$3,116,349.47	\$3,116,349.47
Transportation		\$210,634.89	\$210,634.89
Health Board		\$315,895.94	\$315,895.94
T.B. Clinic		\$16,825.40	\$16,825.40
Disability Board		\$42,654.48	\$42,654.48
<b>Total</b>	<b>\$22,736.95</b>	<b>\$5,995,612.43</b>	<b>\$6,018,358.38</b>

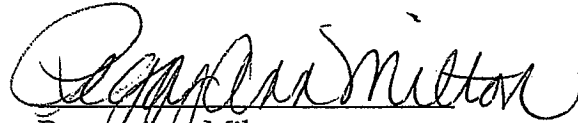
  
\_\_\_\_\_  
Gary Riss, Chairman  
McLean County Board

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

Members Stevens/Peterson moved for adjournment until Tuesday, November 21, 2000 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:42

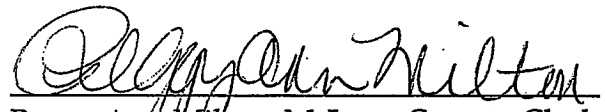
\_\_\_\_\_  
Gary Riss  
County Board Chairman

  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  )  
COUNTY OF McLEAN    )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of October, 2000, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 8 day of November 2000.

  
Peggy Ann Milton, McLean County Clerk



**November 14, 2000**

The McLean County Board held a special meeting on Tuesday, November 14, 2000 at 3:30 p.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Gary Riss presiding.

Member Rodman gave the invocation with special condolences to Member John Stevens' family and friends due to Member Stevens' tragic death on Friday evening, November 10, 2000. The Pledge of Allegiance followed.

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

Members Eugene Salch, Paul Segobiano, Joseph Sommer, Michael Sweeney, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Adam Kinzinger, Parker Lawlis, Esaw Peterson, Jack Pokorney, Tari Renner, and Ray Rodman.

**The following Member was absent:**

Member Matt Sorensen

**Certificate of Publication in  
THE PANTAGRAPH  
STATE OF ILLINOIS  
COUNTY OF MCLEAN  
CITY OF BLOOMINGTON—ss.**

**NOTICE OF A SPECIAL  
MEETING OF THE  
MCLEAN COUNTY BOARD  
TUESDAY, NOVEMBER 14,  
2000  
3:30 P.M.  
LAW AND JUSTICE CENTER,  
ROOM 700  
104 WEST FRONT STREET  
BLOOMINGTON, ILLINOIS  
61701**

On October 20, 2000, a Request to Hold a Special Meeting of the McLean County Board was received and filed with the McLean County Clerk's Office. In accordance with Section 5.12-2 of the Rules of the County Board of McLean County, the Request to Hold a Special Meeting of the McLean County Board was signed by eight (8) members of the McLean County Board. The Request to Hold a Special Meeting of the McLean County Board specified the time, place and the nature of matters to be considered.

In accordance with Section 5.12-2 of the Rules of the County Board of McLean County, I, Peggy Ann Milton, Clerk of the McLean County Board, McLean County, Illinois, hereby give notice that a Special Meeting of the McLean County Board will be convened on Tuesday, November 14, 2000, at 3:30 p.m. in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

The Special Meeting of the McLean County Board will be convened for the sole purpose of discussing whether the County Board wishes to request that the Illinois Department of Agriculture conduct an informational meeting concerning the Notice of Intent to construct a Livestock Management Facility submitted by Stone Ridge Dairy to the Illinois Department of Agriculture.

Dated this 1st day of November, 2000

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

PANTAGRAPH PUBLISHING CO. hereby certifies that it is now and has been for more than one year continuously, d/b/a THE PANTAGRAPH, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that THE PANTAGRAPH is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper

ONE time DAILY  
for — successive —

The first publication on the 4TH  
day of NOVEMBER 2000

and the last publication on the —  
day of — 20 —

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a THE PANTAGRAPH has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this FTH day of NOVEMBER 2000

PANTAGRAPH PUBLISHING CO.  
d/b/a THE PANTAGRAPH

By Frances E. Burtch  
Its Accounting Manager —

Printer's Fees \$ 112.56

Paid 20

Ad Number 18834

EXECUTIVE COMMITTEE:

Member Sweeney, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
REQUESTING THAT THE ILLINOIS DEPARTMENT OF AGRICULTURE  
CONDUCT AN INFORMATIONAL MEETING IN McLEAN COUNTY  
CONCERNING THE NOTICE OF INTENT TO CONSTRUCT  
A LIVESTOCK MANAGEMENT FACILITY  
SUBMITTED BY STONE RIDGE DAIRY

WHEREAS, pursuant to 510 ILCS 77/12(a) of the Livestock Management Facilities Act, the Illinois Department of Agriculture (the "Department") has notified the Chairman of the McLean County Board that on October 17, 2000, the Department received a notice of intent to construct a new 6,102 animal unit capacity dairy farm from George and Kara Kasbergen of Mira Loma, California and said notice was received by the Chairman of the McLean County Board on October 19, 2000; and,

WHEREAS, pursuant to the Livestock Management Facilities Act, within 30 days after receipt of the notice of intent to construct, the County Board may request that the Department conduct an informational meeting concerning the proposed construction; and,

WHEREAS, pursuant to Section 5.12-2 of the *Rules of the County Board of McLean County*, Special Meetings of the Board shall be held when requested by at least one-third of the members of the Board and such request shall specify the time, place and the nature of matters to be considered; and,

WHEREAS, in accordance with Section 5.12-2 of the *Rules of the County Board of McLean County*, the McLean County Board, at a Special Meeting on Tuesday, November 14, 2000, met for the purpose of discussing whether the County Board wishes to request that the Department conduct an informational meeting concerning the proposed construction; and

WHEREAS, the McLean County Board, at a Special Meeting on Tuesday, November 14, 2000, formally approved a Resolution Requesting that the Illinois Department of Agriculture conduct an Informational Meeting in McLean County concerning the Notice of Intent to Construct a Livestock Management Facility submitted by Stone Ridge Dairy to the Illinois Department of Agriculture: now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) Pursuant to 510 ILCS 77/12(a) of the Livestock Management Facilities Act, the McLean County Board hereby formally requests that the Illinois Department of Agriculture conduct an Informational Meeting in McLean County concerning the Notice of Intent to Construct a Livestock Management Facility submitted by Stone Ridge Dairy to the Illinois Department of Agriculture.
- (2) The McLean County Board hereby further directs the County Administrator to forward a Certified Copy of this Resolution to the Illinois Department of Agriculture via Overnight Mail.

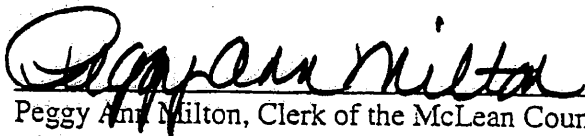
(2)

- (3) The McLean County Board hereby further directs the County Clerk to forward a Certified Copy of this Resolution to the County Administrator; the Civil Assistant State's Attorney, the Director of Building and Zoning, and the County Engineer.

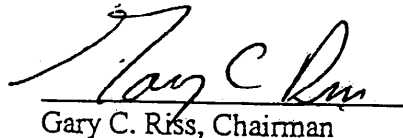
ADOPTED by the McLean County Board this 14<sup>th</sup> day of November, 2000.

ATTEST:

APPROVED:



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



Gary C. Riiss, Chairman  
McLean County Board

Members Sweeney/Gordon moved the County Board approve a Resolution Requesting that the Illinois Department of Agriculture conduct an Informational Meeting in McLean County concerning the Notice of Intent to Construct a Livestock Management Facility submitted by Stone Ridge Dairy to the Illinois Department of Agriculture. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.