



EXECUTIVE COMMITTEE AGENDA  
Room 700, Law and Justice Center

**Tuesday, February 10, 2004**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – January 13, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:

Southeast McLean County Water Authority  
Mr. Eugene Williams  
27840 East 975 North Road  
Ellsworth, IL 61737  
Reappointed to a three-year term scheduled  
to expire on February 19, 2007

Public Aid Committee  
Mr. John Kline  
1007 Viola Drive  
LeRoy, Illinois 61752  
Reappointed to a two-year term scheduled  
to expire on November 30, 2005

Public Aid Committee

Mr. Michael O'Grady  
412 North McLean  
Hudson, Illinois 61752  
Reappointed to a two-year term scheduled  
to expire on November 30, 2005

Law and Justice Commission Mobile Team Unit #8

Mr. Tari Renner  
1016 North Evans  
Bloomington, IL 61701  
Reappointed to a one-year term scheduled  
To expire on November 30, 2004

APPOINTMENTS:

None

RESIGNATIONS:

None

- b) Request Approval of Resolution of  
Congratulations for the 2003-2004  
Bloomington High School Marching  
Band

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2) Items to be Presented for Information:

- a) National Association of Counties (NACo):  
Item Considered during January Committee  
Meeting
- b) General Report
- c) Other

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B. Transportation Committee - Chairman Bass

1) Items to be Presented to the Board:

- a) Request Approval of Letting results from  
January 28, 2004 for Equipment Purchase  
And State Bid Purchase
- b) Request Approval of Letting results from  
January 28, 2004 for County and  
Township Project
- c) General Report
- d) Other

C. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

- a) Request Approval of an Ordinance of  
the McLean County Board Amending the  
2004 Combined Annual Appropriation and  
Budget Ordinance for Fund 0107 – AIDS/  
Communicable Disease Prevention –  
Health Department

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- b) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Annual Budget and Appropriation Ordinance – County Auditor’s Office 15 - 18
- c) Fiscal Year 2004 Interfund Borrowing Requirements: January 1, 2004 - May 31, 2004 – County Administrator’s Office
  - (1) Request Approval of a Resolution Transferring Monies from the Working Cash Fund 0002 to the Tort Judgement Fund 0135 19 - 20
  - (2) Request Approval of an Ordinance Transferring monies from the County General Fund 0001 to the FICA/Social Security Fund 0130 21 - 22
  - (3) Request Approval of an Ordinance Transferring monies from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110 23 - 24
  - (4) Request Approval of an Ordinance Transferring monies from the Bridge Matching Fund 0121 to the Tort Judgement Fund 0135 25 - 27
- d) Request Approval of Updated Lease Agreement For ShowBus Vehicles – Building and Zoning Department *(Item to be considered at a Special Finance Committee Meeting at 2:00 p.m. on Tuesday, February 10, 2004)* 28 - 32
- 2) Items to be Presented to the Board:
  - a) Request Approval of a Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to amend the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance for Fund 0107 – AIDS/Communicable Disease Prevention – Health Department
  - b) Request Approval of an Amendment to Chapter 21 of the McLean County Code – Animals – Health Department
  - c) Request Approval of an Amendment to a Professional Service Contract with Sammy J. Ferrara – Veterans’ Assistance Commission
  - d) Request Approval of the Fiscal Year 2004 Insurance Program – Risk Management

- e) Request Approval of an Extension Agreement for Insurance Brokerage Services – Risk Management
  - f) Request Approval of a Resolution Rescinding Credit Agreements in the Office of the County Recorder *(Item to be Considered at a Special Finance Committee Meeting at 2:00 p.m. on Tuesday, February 10, 2004)* 33
  - g) General Report
  - h) Other
- D. Justice Committee – Chairman Renner
- 1) Items to be Presented for Committee Action:
    - a) Request approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the Circuit Court for the Administration of an Expedited Title IV-D Child Support Enforcement Program– Eleventh Judicial Circuit Court 34 - 59
    - b) Request approval of an Application for Law Enforcement Block Grant through the Illinois Criminal Justice Information Authority – Sheriff's Department 60 - 62
  - 2) Items to be Presented to the Board:
    - a) Request approval of a Uniform Bid with Ray O'Herron Co., Inc. for the McLean County Sheriff's Department
    - b) General Report
    - c) Other
- E. Land Use and Development – Chairman Gordon
- 1) Items to be Presented to the Board:
    - a) Request by Mathew Blain for a waiver of Preliminary plan requirements and a two lot final subdivision plat for Blain's Subdivision, File No. S-04-01
    - b) Request by Edith Kelley for a waiver of Preliminary plan requirements and a one lot final subdivision plat for the Dan Kelley Subdivision, File No. S-04-02
    - c) General Report
    - d) Other
- F. Property Committee – Chairman Bostic
- 1) Items to be Presented to the Board:
    - a) Review of Bid Opening of Illinois Public Museum Grant Project for Old McLean County Courthouse – Wiss, Janney, Elstner Associates, Inc. – Facilities Management Department 63 - 68

- b) Review of Offer made to paint the upper Rotunda of Old McLean County Courthouse – Facilities Management Department
- c) General Report
- d) Other

G. Report of the County Administrator

- 1) Items to be presented for Information:
  - a) General Report
  - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

E:\Ann\Age\Feb.04

## RESOLUTION OF CONGRATULATIONS

**WHEREAS**, the McLean County Board wishes to recognize the outstanding performance by the student band members and the directors of the Bloomington High School Marching Raiders during the 2003 Cotton Bowl; and,

**WHEREAS**, the Concert Band, Wind Ensemble and Jazz Band all placed first in their divisions; and,

**WHEREAS**, Andrew Lawrence, Senior Trumpet player, was awarded the "Outstanding Jazz Soloist Award" for his solo with the Bloomington High School Jazz Band; and,

**WHEREAS**, the Bloomington High School Bands received Grand Champion of all classes for both Concert Bands and Jazz Bands; and,

**WHEREAS**, of the 17 bands in the Cotton Bowl Parade, the Bloomington High School Marching Raiders took first place in Class III and the Color Guard was awarded "Outstanding Guard" in the parade; and,

**WHEREAS**, the Bloomington High School Marching Raiders Band was awarded the Grand Champion Cotton Bowl Parade Trophy at halftime of the Cotton Bowl Game; and,

**WHEREAS**, it is appropriate and fitting for the McLean County Board to recognize and congratulate Band Director Ann Gore and Gordon Warren, Drum Majors Katie Vasel, Michael Coons and Jamison Shaw, Color Guard Captains Danny Pence, Kirsten Schmidt and Jennifer Mitchell, and all student Band Members now; therefore,

**BE IT RESOLVED** by the members of the McLean County Board that the student members and band staff of the Bloomington High School Marching Raiders Band are to be congratulated on their participation in the 2003 Cotton Bowl, and on winning numerous honors for individual and group performance at the 2003 Cotton Bowl, and on another outstanding season as one of the premier high school bands in Illinois.

**ADOPTED** by the McLean County Board this 17<sup>th</sup> day of February, 2004.

**ATTEST:**

**APPROVED:**

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

Michael F. Sweeney, Chairman  
McLean County Board



**OFFICE OF THE ADMINISTRATOR**


(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

January 8, 2004

Memo to: The Honorable Chairman and Members of the Executive Committee  
From: John M. Zeunik   
Re: National Association of Counties (NACo) - Annual Membership

At the December Executive Committee meeting, Member Hoselton asked the Administrator's Office to address the following questions regarding the County's membership in the National Association of Counties (NACo):

- (1) What benefits does the County gain from membership in NACo?
- (2) What is the annual cost of membership in NACo?
- (3) What are the registration costs, round-trip travel costs and lodging expenses for Board members attending the NACo Legislative Conference in March and the NACo Annual Conference in July?
- (4) What limits, if any, are placed on the number of Board members attending the NACo Legislative Conference and the NACo Annual Conference?

(1) NACo -- County Membership Benefits

For your information and review, I have enclosed a copy of NACo's 10 reasons why County membership is a "tremendous value." NACo has prepared this document in an effort to retain current member Counties and to recruit new member Counties. Of the 10 reasons listed by NACo, McLean County has benefited from the following services and programs offered by NACo:

- 1) Lobbying at the Federal Level – Through the efforts of NACo, McLean County has benefited from the reauthorization of the federal highway improvement act (Towanda-Barnes Road federal funding), the requirement that the County be included in Department of Justice block grants awarded to Bloomington and Normal, and federal funding to implement the mandated election reforms included in the Help America Vote Act (reimbursement for the purchase of optical scan voting machines).

- 2) Financial Services Center (FSC) – McLean County offers to our employees the Nationwide Insurance deferred compensation program. This is the most popular deferred compensation program offered by McLean County. Currently, 102 employees participate in this voluntary retirement benefit program. In addition, McLean County has taken advantage of the discounts available from the FSC cooperative purchasing program for PC workstations, computer peripheral equipment, and other office equipment.
- 3) Networking with other County Officials – NACo affords elected officials and appointed department heads the opportunity to network and communicate with other County officials and department heads. Such networking is one of the immediate benefits gained from attendance at the Legislative Conference and the Annual Conference. In addition, through NACo's affiliate organizations and steering committees, networking and communication about current federal and state policy issues occurs on a regular basis. This interaction often occurs via e-mail advisories, Legislative FAX alert, national surveys sponsored by NACo and telephone conversations between County officials.
- 4) Training/Workshops – The Legislative Conference and the Annual Conference offer specific training tracks that elected officials and department heads can attend. Some training tracks require a minimum number of hours prior to earning a Certificate in a specific area of interest, e.g. Budget and Financial Management. Beyond the two Conferences, NACo offers satellite downlink teleconference/training sessions and seminars on topics such as homeland security, budget performance measurements, governmental accounting standards and policies, rural healthcare, land use planning, and economic development. Using the satellite downlink facilities located in the Health Department building, McLean County has registered for several of the NACo teleconferences during the past 4-5 years.
- 5) Research/Information – NACo's Research Department offers member Counties a wealth of information on topics of specific interest to County governments. The Research Department often partners with a university to conduct a national survey of County governments on topics of specific interest to County government. The Research Department and the University of Georgia recently conducted a survey on privatization and delivery of mental health service programs. Within the past week, the Research Department, the Rural Policy Research Initiative and Ohio State University sent out a survey on local economic development, labor force preparation, and public assistance. The composite results of such national surveys are used by NACo to help define and set their federal legislative agenda. The survey results are



The Honorable Chairman and Members of the Executive Committee  
January 8, 2004  
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also shared with member Counties in the NACo newspaper, *County News*, and on the NACo website ([www.naco.org](http://www.naco.org)). As a member County, the Research Department personnel are available by phone or via e-mail to answer questions and provide information and resources to assist member Counties.

#### (2) Cost of Membership

For the Committee's information, I have included a spreadsheet listing the annual membership dues for the past four years including the Fiscal Year 2004 annual membership dues statement of \$2,613.00. In the County Board's department budget, funds have been budgeted to cover this expense in the Dues and Membership line-item account.

#### (3) NACo Conference Expenses

For the Committee's information, I have included a spreadsheet listing the actual expenses incurred by County Board members attending the NACo Legislative Conference and the NACo Annual Conference for the past three years. I have included the adopted budget appropriation for Schooling and Conferences, the registration expenses, travel expenses reimbursed, and the number of Board members attending the conference.

#### (4) Limits Placed on Board Members' Attendance at NACo Conferences

I have enclosed a copy of Section 5.18 of the *Rules of the McLean County Board*, which sets forth the policy and guidelines for County Board Members Attending National and Regional Conferences.

In addition to Section 5.18, the Board limits attendance at National and Regional Conferences by setting the budget appropriation in the line item account for Schooling and Conferences in the Board's departmental budget and in every other County department budget. As noted on the enclosed spreadsheet, during the past four years, the Board has reduced the budget appropriation for Schooling and Conferences from \$15,000.00 in fiscal year 2001 to \$6,000.00 in fiscal year 2004, a reduction of 70%.

Should you have any additional questions concerning NACo and the County's membership, please do not hesitate to call me at 888-5110.

Thank you.



## County Membership Benefits

NACo is the only national organization representing the interests of county governments before Congress and the Administration, and through our successful lobbying efforts, the collective county voice has made an enormous impact on legislation affecting your communities. When your county is a member of NACo, the entire county, not just an individual or legislative body, benefits through money saving programs, legislative representation, knowledge, assistance, information, grants, financial aid and much more.

In addition to our legislative representation, NACo has developed programs and services that offer counties the most cost-effective resource for information available. To continue these programs, and to begin new ones to meet your county's needs, NACo relies on your county's membership and active participation. NACo programs and services are designed to assist all counties—those with populations of 100 citizens, nine million citizens, and everything in between.

## There are 10 reasons that NACo Membership is a Tremendous Value.

### #1: Lobbying - NACo represents Counties Nationwide

NACo is instrumental in getting the *county view* into such issues as remote sales tax, TEA-21 reauthorization, funding homeland security, health care, funding election reform, opposing unfunded mandates and preemption and many more issues that affect you and your constituents. NACo has been rated in the top 100 of lobbying organizations by Fortune Magazine. NACo strives to get legislation approved that provides funding for your county.

### #2: Conferences

NACo's Legislative and Annual Conferences are still the best place to acquire information to make "informed decisions" and to network with your peers. NACo also offers the Western Interstate Region and the Workforce Development & Human Services Conference for more special needs. These conferences give you vital information to make "informed decisions" that will save your county money, time and resources.

### #3: Financial Services Center (FSC)

Deferred compensation, retirement and financial planning, cooperative purchasing, and so much more. In addition to helping your employees save for their retirement, your county could easily save more than your membership dues just by participating in one of these programs.

### #4: County News

The premier publication for counties. The bi-weekly issues keep your county constantly on top of the latest developments in counties around the nation, Washington, and in NACo. County News provides a "heads-up" on an issue before your county faces the same problem, saving your county money and headaches.

### #5: Networking with Other County Officials

Whether you attend conferences or participate on one of NACo's many steering committees, the interaction with other county officials is invaluable.

### #6: Training/Workshops

Our conferences are always filled with programs to keep you up with the latest legislative issues as well as make you the "best county official you can be." NACo provides technical assistance to counties on a wide range of issues.

**#7: Research/Information**

Research statistics on special subject areas such as homeland security, environmental programs, welfare-to-work initiatives, and a multitude of other subjects. NACo's staff "goes to work for you" so your staff doesn't have to spend their most valuable resource...time.

**#8: NACo Web Site/Publication**

A full catalog of the latest publications and a top-notch web site.

**#9: Access to national leaders**

Key national leaders from the Administration and Congress participate in all NACo events and NACo can assist with meetings with key lawmakers.

**#10: NACo Promotes County Government**

National County Government Week and the Counties Serve America program increase public understanding of county government. NACo also ensures that the media is aware of the importance of counties through press releases and public relations activities.

**Financial Benefits**

- **Deferred Compensation Program**

A partnership of NACo and Nationwide Insurance, adopted by more than 2,100 counties; providing a unique retirement benefit for county employees

- **Financial Services Center (FSC)**

Offers a wide range of financial services products to both counties and their employees.

**County Projects and Programs**

NACo offers special projects and publications to help counties improve the quality of life within their communities:

- Aging and Children's Issues
- Coastal Watershed Management
- Employment and Training Programs (additional fee required)
- Pollution Prevention
- Radon/Indoor Air Awareness
- Solid Waste Management
- Source Water Protection
- Sustainable Development
- Volunteerism

Counties are the governments of the future. Be part of that future! Join NACo!

For more information on membership or to **Join NACo**, contact [Andrew Goldschmidt](#) or [Emily Landsman](#).

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NATIONAL ASSOCIATION OF COUNTIES (NACo) ANNUAL EXPENSES:

	FY'2004	FY' 2003	FY'2002	FY'2001
<u>DUES/MEMBERSHIP EXPENSES:</u>				
Board Adopted Dues/Membership Budget:	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00
NACo Annual Dues/Membership Expense:	\$2,613.00	\$2,542.00	\$2,473.00	\$2,395.00
General Fund Budget - -				
Dues & Membership Total Appropriation:	\$30,448	\$27,268	\$26,830	\$26,350
NACo Expense as % of Total Appropriation:	8.58%	9.32%	9.22%	9.09%
Dues & Membership as % of Total Budget:	0.12%	0.11%	0.11%	0.11%
<u>CONFERENCE EXPENSES:</u>				
Board Adopted School/Conference Budget:	\$6,000.00	\$6,000.00	\$12,000.00	\$15,000.00
NACo Registration Fees:				
March Legislative Conference:	\$780.00	\$780.00	\$385.00	\$385.00
July Annual Conference:		\$390.00	\$770.00	\$2,310.00
Travel Expense Reimbursement:				
(Includes Air Tickets, Hotel Expense, Meals, and Taxicabs)				
March Legislative Conference:		\$2,914.32	\$1,480.31	\$898.93
July Annual Conference:		\$1,066.21	\$1,481.37	\$8,152.02
Board Members' Attending:				
March Legislative Conference:		2	1	1
July Annual Conference:		1	2	6
NACo Steering Committees:				
Board Members' Serving:		2	2	1
Total NACo Conference Expenses:		\$5,150.53	\$4,116.68	\$11,745.95
Total NACo Expenses - Dues + Conference:		\$7,692.53	\$6,589.68	\$14,140.95
General Fund Budget - -				
Schooling & Conference Total Appropriation:	\$109,270.00	\$118,388.00	\$144,544.00	\$150,803.00
NACo Expense as % of Total Appropriation:		4.35%	2.85%	7.79%
Schooling & Conference % of Total Budget:	0.41%	0.47%	0.59%	0.63%

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

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

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

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

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

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



## **Annual Conference and Exposition**

NACo's Annual Conference and Exposition is *the* place for county officials to network, attend educational sessions and workshops and meet with companies that sell products to counties. The Conference is held in a different county each year.

**2004 NACo Annual Conference and Exposition**  
**July 16-20**  
**Maricopa County • Phoenix, Arizona**

### **EXHIBIT INFORMATION**

**For information on exhibiting in the 2004 NACo  
Conference and Exposition**  
**Click here now!!**

2003 Annual Conference and Exposition  
July 11-15  
Milwaukee County, Wisconsin

*2003 Annual Conference Updates*  
*2003 Conference Highlights*

Future NACo Annual Conference Dates and Locations

### **Related Links**

2003 Annual Conference Updates

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**Annual Conference and Exposition  
Future NACo Annual Conference Dates and Locations**

**2005**

July 15-19  
City and County of Honolulu, Hawaii

**2006**

July 21-26  
City and County of Denver, Colorado

**2007**

July 13-17  
Richmond, Virginia

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**NACo's Legislative Conference  
Future Dates and Sites**

**2004**

February 27 - March 2  
Hilton Washington & Towers  
Washington, DC

**2005**

March 4 - 8  
Marriott Wardman Park Hotel  
Washington, DC

**2006**

March 4-8 *New day pattern!*  
Hilton Washington & Towers  
Washington, DC

**2007**

March 3-7 *New day pattern!*  
Hilton Washington & Towers  
Washington, DC

**2008**

March 1 - 5 *New day pattern!*  
Hilton Washington & Towers  
Washington, DC

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An Ordinance of the McLean County Board  
 Amending the 2004 Combined  
 Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$55,770 from \$92,189 to \$147,959.
  
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 39,913	\$11,650	\$ 51,563
0599-0001	County IMRF Contrib.	\$ 4,870	\$ 739	\$ 5,609
0599-0003	Social Security Contrib.	\$ 5,876	\$ 892	\$ 6,768
0612-0003	Educational Supplies	\$ 10,000	\$10,000	\$ 20,000
0620-0001	Office Supplies	\$ 600	\$ 5,000	\$ 5,600
0706-0004	Contract Services	\$ 0	\$ 8,000	\$ 8,000
0718-0001	Schooling & Conferences	\$ 2,000	\$ 6,000	\$ 8,000
0778-0001	Data Processing User Fee	\$ 0	\$ 5,000	\$ 5,000
0833-0002	Purchase Computer Equip.	\$ 26,436	\$ 4,489	\$ 30,925
0833-0004	Purchase Computer Software	\$ 0	\$ 4,000	\$ 4,000
TOTALS:		\$ 89,695	\$55,770	\$145,465

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney Chairman of the  
McLean County Board

F:\adm\budg\04bioterroramendment

FY2004 BUDGET AMENDMENT FOR FUND 0107  
NARRATIVE

During calendar year 2003, the McLean County Health Department was notified by the Illinois Department of Public Health that it had been awarded additional federal funds under Grants to Locals for Public Health Preparedness and Response for Bioterrorism.

The FY2004 budget was prepared with an annualized figure of \$92,189 based upon the previous year grant award. When the Health Department received its SFY2004 contract, it included a base contract amount of \$133,503 plus a carryover of \$24,581 from the previous year as a supplemental. In terms of the County FY2004 budget, an additional \$55,770 annualized award must be appropriated.

These funds will be used to hire a .53 FTE OSSI position for clerical support of the program. In addition, \$42,489 will be used for supplies, contractual costs, and additional computer hardware and software related to Bioterrorism efforts in McLean County.

Adm/budg/04bioterrornar

**An Ordinance  
Of the McLean County Board  
Amending the 2004 Combined  
Annual Budget and Appropriation Ordinance**

**WHEREAS**, it has become necessary to reappropriate the unliquidated encumbrances of the prior Fiscal Year 2003 budget, and

**WHEREAS**, reappropriations in the amount of **\$546,851.72** for the Fiscal Year 2004 would be added; and

**WHEREAS**, the Executive Committee has deemed it necessary and advisable to reappropriate the unliquidated encumbrances outstanding at the close of the 2003 Fiscal Year, now therefore,

**BE IT ORDAINED**, by the County Board of McLean County, Illinois, that the Fiscal Year 2004 budget is amended by reappropriation of the outstanding purchase orders at the close of the 2003 Fiscal Year as follows:

**COUNTY GENERAL FUND/0001**

**AUDITOR**

03-0000402	F & E Check Protector Sales Co.	\$625.00
<b>TOTAL AUDITOR</b>		<b>\$625.00</b>

**TREASURER**

03-0000402	F & E Check Protector Sales Co.	\$625.00
<b>TOTAL TREASURER</b>		<b>\$625.00</b>

**CIRCUIT COURT**

03-0000401	Verizon North	\$7,154.00
<b>TOTAL CIRCUIT COURT</b>		<b>\$7,154.00</b>

**SHERIFF**

03-0000149	Raycor Office Equipment	\$618.00
03-0000266	Ray O'Herron Co., Inc.	\$118.60
03-0000284	Eichenauer Services, Inc.	\$227.31
03-0000326	Plasticon, Inc.	\$210.70
03-0000327	Ray O'Herron Co., Inc.	\$2,663.11
03-0000348	Streichers	\$2,870.45
03-0000355	Ray O'Herron Co., Inc.	\$3,525.12
<b>TOTAL SHERIFF</b>		<b>\$10,233.29</b>

**PARKS & RECREATION**

03-0000324	Evergreen F.S., Inc.	\$1,525.00
<b>TOTAL PARKS &amp; RECREATION</b>		<b>\$1,525.00</b>

**FACILITIES MANAGEMENT**

03-0000178	Cochran Compressor Co.	\$2,552.30
03-0000271	Henrickson & Co.	\$1,175.71
03-0000331	Lincoln Office LLC	\$389.15
03-0000370	A. Y. McDonald Co.	\$12,000.00
03-0000371	Fassett Sales Co., Inc.	\$21,300.00
03-0000372	Aramark Uniform Services, Inc.	\$2,783.00
03-0000374	Commerce Bank, N.A.	\$12,577.72
03-0000391	Counter Top of Bloomington, Inc.	\$820.60
03-0000403	Entec Services, Inc.	\$3,627.00
<b>TOTAL FACILITIES MANAGEMENT</b>		<b>\$57,225.48</b>

**INFORMATION SERVICES**

03-0000270	Levi, Ray & Shoup, Inc.	\$8,811.00
03-0000383	Anixter, Inc.	\$5,598.75
03-0000385	Dell Computer Corp.	\$9,047.00
03-0000386	Dell Computer Corp.	\$153.00
03-0000388	BCSC Technology Solutions	\$13,500.00
03-0000389	CDW Government, Inc.	\$7,785.00
03-0000392	Levi, Ray & Shoup, Inc.	\$22,285.40
03-0000393	Normal, Town of	\$2,950.00
03-0000394	Advanced Public Safety	\$11,195.25
<b>TOTAL INFORMATION SERVICES</b>		<b>\$81,325.90</b>

**SUPERVISOR OF ASSESSMENTS**

03-0000395	Pantagraph, The	\$37,435.00
03-0000396	Heyworth Star, The	\$1,825.00
03-0000397	Lexingtonian, The	\$1,835.60
03-0000398	PIP Printing	\$8,300.00
03-0000399	Chenoa Town Crier, The	\$1,720.40
03-0000400	Carlock Quill, The	\$1,316.00
<b>TOTAL SUPERVISOR OF ASSESSMENTS</b>		<b>\$52,432.00</b>

<b>TOTAL COUNTY GENERAL FUND</b>		<b>\$211,145.67</b>
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**FAMILY CASE MANAGEMENT/0106**

03-0000344	Ace-Hi Glass Co.	\$3,087.00
<b>TOTAL FAMILY CASE MANAGEMENT/0106</b>		<b>\$3,087.00</b>

**T.B. CARE & TREATMENT/0111**

03-0000359	Miller-Whiteside Woodworking	\$400.00
03-0000360	Enloe Drugs, Inc.	\$3000.00
<b>TOTAL T.B. CARE &amp; TREATMENT/0111</b>		<b>\$3,400.00</b>

**HEALTH DEPARTMENT/0112**

03-0000342	Best Buy	\$450.00
03-0000343	Twin City Electric, Inc.	\$3,200.00
03-0000349	Dennison Corporation	\$17,993.00
03-0000361	Heyworth Star, The	\$2,000.00
03-0000364	Widmer Interiors	\$525.00
03-0000368	Corporate Express	\$650.00
03-0000381	Dennison Corporation	\$18,450.00
<b>TOTAL HEALTH DEPARTMENT/0112</b>		<b>\$43,268.00</b>

**COUNTY HIGHWAY/0120**

03-0000376	McLean County Regional Planning	\$30,000.00
03-0000377	Normal, Town of	\$35,000.00
03-0000378	Omni Tech Corp.	\$16,000.00
03-0000379	Omni Tech Corp.	\$5,000.00
03-0000387	Heritage Machine & Welding, Inc.	\$8,500.00
03-0000390	BLDD Architects, Inc.	\$55,000.00
<b>TOTAL COUNTY HIGHWAY/0120</b>		<b>\$149,500.00</b>

**COUNTY MOTOR FUEL/0123**

03-0000244	Contech Construction Products	\$5,628.00
03-0000332	Cargill, Inc.	\$111,533.61
<b>TOTAL COUNTY MOTOR FUEL/0123</b>		<b>\$117,161.61</b>

**TORT JUDGEMENT/0135**

03-0000346	Dell Computer Corp.	\$1,725.00
<b>TOTAL TORT JUDGEMENT/0135</b>		<b>\$1,725.00</b>

**CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142**

03-0000257	Mid-American Business Systems	\$8,990.76
03-0000295	Retrieval Business Systems	\$7,778.00
03-0000299	Retrieval Business Systems	\$440.68
<b>TOTAL CIRCUIT CLERK COURT DOCUMENT STORAGE/0142</b>		<b>\$17,209.44</b>

**COURT SERVICES/ADULT PROBATION/FUND 0146**

03-0000373	Harlan Vance Co.	\$355.00
<b>TOTAL COURT SERVICES ADULT PROBATION/0146</b>		<b>\$355.00</b>

**GRAND TOTAL COMBINED FUNDS** **\$546,851.72**

Adopted by the McLean County Board of McLean County, Illinois this 17<sup>th</sup> day of February 2004.

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County, Illinois

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

**A RESOLUTION TRANSFERRING MONIES FROM THE  
WORKING CASH FUND 0002  
TO THE TORT JUDGMENT FUND 0135  
FISCAL YEAR 2003**

**WHEREAS**, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Tort Judgment Fund 0135 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance; and,

**WHEREAS**, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

**WHEREAS**, the County has heretofore established a Working Cash Fund and has accordingly collected a special tax therefore pursuant to statute; and,

**WHEREAS**, it is desirable to transfer to said funds, monies from said Working Cash Fund; and,

**WHEREAS**, the County Administrator has recommended the need for borrowing and transferring up to \$742,423.00 from the Working Cash Fund to the Tort Judgment Fund 0135; and,

**WHEREAS**, the Finance Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

**BE IT RESOLVED** by the McLean County Board in regular session that the sum of up to \$742,423.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following funds as follows:

FROM:	Working Cash Fund 0002	<u>\$742,423.00</u>
TO:	Tort Judgment Fund 0135	<u>\$742,423.00</u>

**BE IT FURTHER RESOLVED** that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$742,423.00 accordingly.

**BE IT FURTHER RESOLVED** that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2004, upon receipt of general property taxes until the full amount so transferred has been returned to the Working Cash Fund 0002.



(2)

**BE IT FURTHER RESOLVED** that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

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**AN ORDINANCE TRANSFERRING MONIES FROM THE  
COUNTY GENERAL FUND 0001  
TO THE FICA/SOCIAL SECURITY FUND 0130  
FISCAL YEAR 2004**

**WHEREAS**, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the FICA/Social Security Fund 0130 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance; and,

**WHEREAS**, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

**WHEREAS**, there are sufficient monies available in the County General Fund 0001 that may be drawn upon temporarily to meet this projected shortfall; and,

**WHEREAS**, it is desirable to transfer said monies; and,

**WHEREAS**, the County Administrator has recommended the need for borrowing and transferring up to \$244,667.00 from the General Fund 0001 to the FICA/Social Security Fund 0130; and,

**WHEREAS**, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

**BE IT ORDAINED** by the McLean County Board in regular session that the sum of up to \$244,667.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	County General Fund 0001	<u>\$244,667.00</u>
TO:	FICA/Social Security Fund 0130	<u>\$244,667.00</u>

**BE IT FURTHER ORDAINED** that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$244,667.00 accordingly.

**BE IT FURTHER ORDAINED** that said County Treasurer be directed on or before October 1, 2004, to reimburse said County General Fund 0001 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

(2)

**BE IT FURTHER ORDAINED** that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

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**AN ORDINANCE TRANSFERRING MONIES FROM THE  
HEALTH DEPARTMENT FUND 0112  
TO THE PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110  
FISCAL YEAR 2004**

**WHEREAS**, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Persons with Developmental Disabilities Fund 0110 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance; and,

**WHEREAS**, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

**WHEREAS**, there are sufficient monies available in the Health Department Fund 0112 that may be drawn upon temporarily to meet this projected shortfall; and,

**WHEREAS**, it is desirable to transfer said monies; and,

**WHEREAS**, the County Administrator has recommended the need for borrowing and transferring up to \$93,402.00 from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110; and,

**WHEREAS**, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

**BE IT ORDAINED** by the McLean County Board in regular session that the sum of up to \$244,667.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Health Department Fund 0112	<u>\$93,402.00</u>
TO:	Persons with Developmental Disabilities Fund 0110	<u>\$93,402.00</u>

**BE IT FURTHER ORDAINED** that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$93,402.00 accordingly.

**BE IT FURTHER ORDAINED** that said County Treasurer be directed on or before October 1, 2004, to reimburse said Health Department Fund 0112 upon the receipt of general property taxes until the full amount so transferred has been returned to these funds.

(2)

**BE IT FURTHER ORDAINED** that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**ATTEST:**

**APPROVED:**

---

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

---

Michael F. Sweeney, Chairman  
McLean County Board

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**AN ORDINANCE TRANSFERRING MONIES FROM THE  
BRIDGE MATCHING FUND 0121  
TO THE TORT JUDGMENT FUND 0135  
FISCAL YEAR 2004**

**WHEREAS**, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Tort Judgment Fund 0135 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance; and,

**WHEREAS**, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

**WHEREAS**, there are sufficient monies available in the County Highway Bridge Matching Fund 0121 that may be drawn upon temporarily to meet this projected shortfall; and,

**WHEREAS**, it is desirable to transfer said monies; and,

**WHEREAS**, the County Administrator has recommended the need for borrowing and transferring up to \$679,985.00 from the Bridge Matching Fund 0121 to the Tort Judgment Fund 0135; and,

**WHEREAS**, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

**BE IT ORDAINED** by the McLean County Board in regular session that the sum of up to \$679,985.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Bridge Matching Fund 0121	<u>\$679,985.00</u>
TO:	Tort Judgment Fund 0135	<u>\$679,985.00</u>

**BE IT FURTHER ORDAINED** that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$679,985.00 accordingly.

**BE IT FURTHER ORDAINED** that said County Treasurer be directed on or before October 1, 2004, to reimburse said Bridge Matching Fund 0121 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

(2)

**BE IT FURTHER ORDAINED** that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**ATTEST:**

**APPROVED:**

---

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

---

Michael F. Sweeney, Chairman  
McLean County Board

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PROJECTED CASH FLOW FOR FISCAL YEAR 2004  
 JANUARY 1, 2004 - MAY 31, 2004

COUNTY FUND	REVENUE			EXPENDITURES			
	CASH BALANCE AS OF 12/31/03	ACTUAL REVENUE AS OF 5/31/03	EST. REVENUE AS OF 5/31/04	TOTAL REVENUE EST. AS OF 5/31/04	ACTUAL EXPENSES AS OF 5/31/03	EST. EXPENSES AS OF 5/31/04	EST. BALANCE AS OF 5/31/04
General Fund 0001	2,417,546	7,629,182	7,781,766	10,199,312	9,664,926	9,858,225	341,087
Sub-Total	2,417,546	7,629,182	7,781,766	10,199,312	9,664,926	9,858,225	341,087
Persons Devel.	78,558	90,597	92,400	170,958	108,142	264,360	(93,402)
Disabilities Fund 0110							
TB Care & Treatment Fund 0111	153,643	43,147	45,835	199,478	76,295	108,200	91,278
Health Department Fund 0112	804,373	842,866	727,315	1,531,688	1,326,267	1,338,380	193,308
Highway Department Fund 0120	1,050,000	308,956	185,000	1,235,000	588,727	683,500	551,500
Bridge Matching Fund 0121	3,016,274	234,226	25,000	3,041,274	246,542	1,861,000	1,180,274
County Matching Fund 0122	1,131,153	101,571	16,000	1,147,153	106,447	944,437	202,716
Children's Advocacy Center Fund 0129	24,212	182,354	176,100	200,312	163,877	167,974	32,338
FICA - Social Security Fund 0130	177,496	327,877	318,600	496,096	726,238	740,763	(244,667)
IMRF Fund 0131	265,498	218,617	274,500	539,998	516,249	526,574	13,424
Tort Judgment Fund 0135	(960,012)	308,202	325,800	(634,212)	788,972	788,196	(1,422,408)
Veterans Assistance Commission 0136	72,898	24,316	24,500	97,398	63,756	65,031	32,367
Sub-Total	5,814,093	2,682,731	2,211,050	8,025,143	4,691,502	7,488,415	536,728
TOTAL	8,231,639	10,311,913	9,992,816	18,224,455	14,356,428	17,346,640	
Working Cash Fund	742,423						
Indemnity Fund	101,503						
TOTAL AVAILABLE	9,075,565						





INTER-OFFICE COMMUNICATION  
DEPARTMENT OF BUILDING AND ZONING  
Phone: 888-5160

**TO:** Chairman, Matt Sorensen and Finance Committee  
**FROM:** Mike Behary, County Planner *MJB*  
**DATE:** February 5, 2004  
**RE:** **Update Lease Agreement with SHOW BUS for Vehicles**

---

The attached lease agreement is for the buses that SHOW BUS leases from McLean County. This lease includes a new bus that will arrive February 20, 2004. In addition, a year will be added to the lease to expire on February 17, 2007.

Philip Dick the Director of Building & Zoning and I will be present at the February 10<sup>th</sup> Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Attachment: Motor Vehicle Lease Agreement between McLean County and SHOW BUS

# MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois February 17, 2004

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee");

## WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

## DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1994	FORD	BRAUN	1FTJS34G8RHB78597
1994	FORD	BRAUN	1FTJS34G9RHB78592
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDWE35L52HB52792
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 24588 Church Street, Chenoa, IL 61726.

- 1. TERM** The term of this lease is three years from the date first set out above. The lease term expires on February 17, 2007, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
- 3. LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to

Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

**4. INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

**5. INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

**6. TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

**7. USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

**8. MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

**9. LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

**10. TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

**11. DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

**12. APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

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

**MEADOWS MENNONITE HOME (SHOWBUS)**  
Lessee

\_\_\_\_\_  
Robert O. Bertsche, President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

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

\_\_\_\_\_  
Michael Sweeney, Chairman  
McLean County Board

RESOLUTION  
OF THE McLEAN COUNTY BOARD  
RESCINDING CREDIT AGREEMENTS IN THE  
OFFICE OF THE COUNTY RECORDER

WHEREAS, the McLean County Board voted on July 18, 1995 to authorize the County Recorder to enter into credit agreements with various parties who conduct business with the Office of the Recorder; and

WHEREAS, the McLean County Board now wishes to rescind said authorization for the Recorder to enter into credit agreements with the various parties who conduct business with the County Recorder; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) That the County Recorder is hereby directed to immediately notify all parties that have credit agreements with the County Recorder that such agreements will be terminated as soon as allowed by the terms of said agreements.
- (2) That the County Recorder is hereby directed to issue final bills to all parties that have credit agreements with the County Recorder immediately upon termination of said agreements, and that said amounts due, if any, will be paid according to the terms of the respective agreements.
- (3) That, hereafter, no credit will be extended by the County Recorder to any party, except where required by law.
- (4) That the County Clerk shall provide a certified copy of this Resolution to the County Recorder and the County Administrator.

ADOPTED by the McLean County this 17th day of February, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

State of Illinois  
**Intergovernmental Agreement**  
between  
**Illinois Department of Public Aid**  
and  
**County of McLean, Office of the Circuit Court**  
Agreement No. 2003-55-017K(4)

The State of Illinois, acting by and through the **Illinois Department of Public Aid**, 201 South Grand Avenue East, Springfield, Illinois 62763-0001 (hereinafter referred to as ("Department")), and **County of McLean, Office of the Circuit Court** (hereinafter referred to as "County"), hereby enter into the following Agreement, effective December 1, 2003.

**WHEREAS**, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, pursuant to the authority granted by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, state and local governing bodies may cooperate in the performance of their responsibilities by Agreements and other agreements; and

**WHEREAS**, the Department seeks to continue the services of the Expedited Child Support System to handle Title IV-D matters; and

**WHEREAS**, the County desires to provide these services under the terms and conditions of this Agreement;

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

**ARTICLE I. Definitions.** As used in this Agreement, the following terms have the following meanings:

- 1.1. IV-D. The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.2. IV-D Matters. The term "IV-D matters" is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to IV-D matters only unless otherwise specifically provided.
- 1.3. Non-IV-D. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.1 and 1.2.

**ARTICLE II. Term and Scope of Agreement.**

- 2.1. Term. The term of this Agreement shall be from December 1, 2003 through June 30, 2004, unless the Agreement is otherwise terminated as set forth herein.

- 2.2. Renewal. This Agreement may be renewed for a period of one year, from July 1, 2004 through June 30, 2005. The Department reserves the right to renew the Agreement on the same terms and conditions, however, it will consider reasonable increases in the County's budgetary expenses. If either party intends to seek renewal of the Agreement, it shall give the other party written notice of its intent on or before February 15, 2004.
- 2.3. Entirety of Agreement. The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

### ARTICLE III. Termination.

- 3.1. Availability of Funds. Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days written notice to the County. If the Department elects to terminate, the County shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3. Termination For Cause. In the event of the County's failure to comply with a term of this Agreement, the Department will provide notice to the County of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the County, which shall immediately terminate this Agreement.
- 3.4. Notice of Change in Circumstances. In the event the County becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on County's ability to perform under this Agreement, the County will immediately notify the Department in writing.
- 3.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the



public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

- 3.7. Other Termination Rights. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion in the event of the following:
- A. Failure of the County to maintain the certifications set forth in **Article 9** of this Agreement.
  - B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in **Section 8.2** of this Agreement.
  - C. If legislation or regulations are enacted, or a court of competent jurisdiction interprets a law, so as to prohibit the continuance of this Agreement or the Child Support Enforcement Program.

#### **ARTICLE IV. Agreement Management and Notices.**

- 4.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County or the County's counsel.
- 4.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County:                   The Honorable John P. Freese  
  Chief Judge, Eleventh Judicial Circuit  
  Law and Justice Center  
  P.O. Box 2400  
  Bloomington, Illinois 61702-2400  
  Telephone: (309) 888-5222  
  Fax: (309) 888-5602

For Remittance:       McLean County Treasurer  
  Attn: IDPA Reimbursement  
  P.O. Box 2400  
  Bloomington, Illinois 61702-2400  
  Telephone: (309) 888-5180  
  Fax: (309) 888-5176

To Department: Illinois Department of Public Aid  
Madeline Bernat  
Division of Child Support Enforcement  
Contract Management and Monitoring  
32 West Randolph, 16<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone: (312) 793-4448 or (312) 793-4790  
Fax: (312) 793-0048

## ARTICLE V. County's Rights and Responsibilities.

### 5.1. Performance of Services and Duties.

- A. The County shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The County shall be provided copies of such upon the County's written request.
- B. The County shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be used. In the event that the Department determines that any individual performing services for the County hereunder is not providing such skilled services, the Department shall promptly so notify the County and the County shall replace that individual.

### 5.2. Consultation and Performance Reviews.

- A. The County shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the County's performance under the Agreement. The County shall cooperate with the Department in this review, which may require the County to provide records of the County's performance, including expense information.

### 5.3. The County's Duties. The County shall:

- A. Accept for adjudication all IV-D matters referred to it by the Department and the McLean County State's Attorney's Office, and perform and comply with the duties set forth in **Appendix A**, which is attached hereto and made a part hereof.
- B. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a proposed budget and a personnel plan, in the same format as **Exhibit 1**, attached hereto, for the County's Title IV-D Unit for the period of July 1, 2004 through June 31, 2005.
- C. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a complete operational plan, in the same format as **Appendix A** attached hereto, outlining all activities to be performed by the County's IV-D unit for the period of July 1, 2004 through June 31, 2005.

- D. Provide initial and ongoing training to newly assigned and existing County staff necessary to carry out the responsibilities of this Agreement, including, but not limited to, training with regard to IV-D policy and procedure, the Family Support Information System, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and other matters agreed upon by the parties. The County shall provide the Department with a current copy of all training packets and modules.
- E. Maintain and provide to the Department a copy of the County's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedures shall be submitted to the Department not less than five (5) calendar days prior to inclusion in the policy and procedure manual or effective date, whichever is earlier.
- F. Submit monthly reports of actual expenditures within ten (10) working days following the month of such expenditures.
- G. Submit to the Department in a timely manner any other reports required by the Department, the format, content and due date of which shall be as specified by the Department after consultation with the County.
- H. Submit to the Federal Office of Child Support, in a timely manner, any report required by the Federal Office of Child Support Enforcement and submit a copy of any such report to the Department within five (5) calendar days after submission to the Federal Office of Child Support.
- I. Report to the Department, within five (5) calendar days after receipt, any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- J. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- K. Ensure that the duties described herein are performed by the administrative staff funded by the Department pursuant to this Agreement.
- L. Perform all duties undertaken in this Agreement in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to, the following:
  - 1. Title IV-D of the Social Security Act, 42 U.S.C. Section 651 *et seq.*
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 of the Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 of the Illinois Administrative Code.
  - 4. The Department's Child Support Enforcement Manual.

5. Title IV-D Action Transmittals which are issued by the Federal Office of Child Support Enforcement.
6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

#### **ARTICLE VI. Department's Rights and Responsibilities.**

- 6.1. Reimbursement to the County. The Department shall reimburse the County for the County's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 6.2. Department's Duties. The Department shall:
  - A. Refer, or cause to be referred, IV-D matters to the County.
  - B. Inform the County of changes and amendments to Federal and State laws, regulations, policy and procedures affecting the handling of IV-D cases by the County, within five (5) days after receiving said changes and amendments.
  - C. Provide access to IV-D case records of the Department for use by the County in performing its duties under this Agreement.
  - D. Inform the County, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the county.
  - E. Monitor, on a monthly basis, the county's performance of and compliance with the duties undertaken in this Agreement.
  - F. Provide training to Department or the county staff on specific issues of mutual concern.
  - G. Furnish, at the request of the county, available assistance, information and documents needed by the County in order to verify payments, amount of collections or reduction of claims.
  - H. Perform and comply with the duties set forth in **Appendix A**, attached hereto and made a part hereof.
- 6.3. Budget and Inventory.
  - A. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the County shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the County to perform its duties under this Agreement.
  - B. If the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the County subsequently elect not to renew the Title IV-D Intergovernmental Agreement or elect to exercise the options to terminate the

Agreement within five years after the date the equipment was purchased, the County may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the County, documents shall be provided to the County transferring ownership to the County.

- C. The budget incorporated into this Agreement as **Exhibit 1** results from certain assumptions regarding the County expenditure rates. Should actual rates vary from the assumptions, the Department and the County may negotiate an amended budget, subject to **Section 7.7**.

#### **ARTICLE VII. Requirements for Reimbursement of Expenditures.**

- 7.1. Monthly reimbursements of expenditures, payable to the County, are conditional upon the timely receipt of expenditure reports by the Department as described in **Section 5.3.F.**, and upon the availability of Federal and State funds.
  - A. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of IV-D matters.
  - B. All record keeping shall be in accordance with sound accounting standards.
  - C. The amount shown on each invoice shall be in accordance with the rates established in the Agreement.
  - D. Each expenditure report shall contain a statement which reads substantially as follows: "The County hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached expenditure report have met all of the require standards set forth in the Agreement."
  - E. Each expenditure report shall be signed by an authorized representative of the County and shall set out the County's taxpayer identification number (TIN).
  - F. The County shall maintain records adequate to identify total time expended each month by County staff and the purpose for which any non-personnel funds were expended under this Agreement, including, but not limited to, payroll records, purchase orders, leases and billings. The County shall submit such reports to the Department within ten (10) days after the Department's request therefor. For non-personnel items, the County shall provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
  - G. The County must obtain prior written approval from the Department in order to receive reimbursement for the cost of new or additional leases or rental agreements for either real or personal property, or for the cost of any non-expendable personal property exceeding \$100.00 in cost and having a life expectancy of more than one year. The County shall submit a written request for such prior approval, and the Department will provide a written response within three (3) business days after receiving the request. All such purchases under the terms and funding of this Agreement shall be inventoried and tagged as Department property. Should any claimed expenditures for FFP subsequently be disallowed, the County shall reimburse the Department in the amount of any disallowance. If the Department has

provided written approval and the claimed expenditure(s) is/are subsequently disallowed for FFP, the Department will absorb the disallowance. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.

- H. The County shall be solely responsible and liable for all expenditures associated with providing security for the County Office and premises and such expenses will not be paid from funds received through this Agreement.

7.2. Reimbursement. The Department will arrange for funding to reimburse the expenditures of the County in performing the IV-D duties undertaken in implementing this Agreement. For purposes of amounts reimbursable under **Section 7.1**, only those expenses or portions thereof stated in the **Exhibit 1** are reimbursable under this Agreement.

- A. The Department shall not be liable to pay the County for any supplies provided or services performed or expenses incurred prior to the term of this Agreement noted above.
- B. Reimbursement will be made in the amount expended to date of expenditure report, less previous partial payments and any agreed retainage.
- C. The parties will make final determination of the necessary expenditures the County has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the County. The Department will reimburse the County for any underpayment of such finally determined expenditures pursuant to **Section 7.7**, and the County shall reimburse the Department for any overpayment pursuant to **Section 7.7**, within sixty (60) calendar days after such determination.
- D. Reimbursements made by the Department pursuant to this section shall constitute full payment owed to the County by the Department or the IV-D client under Federal or State law for the duties performed by the County under this Agreement. The County shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- E. The County shall be solely responsible and liable for all expenditure disallowance resulting from the County's actions as set forth in any audit by the federal Office of Child support Enforcement or by the Department. The County shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give the County timely notice of any such disallowances and an opportunity to rebut any question of the County's liability. The County, however, will not be held liable for any disallowance concerning expenditures the County undertook at the written request of, or with the written approval of, the Department.
- F. All Title IV-D funds held by the County (not including reimbursements for expenditures made pursuant to this agreement previously made by the County) shall be deposited in an

interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- G. If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.

7.3. State Fiscal Year.

- A. Notwithstanding any other provision of this Agreement, all expenditure reports and revisions to expenditure reports for supplies ordered or services performed and expenses incurred by the County prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure reimbursement under this Agreement. Failure by the County to present all expenditure reports and revisions to expenditure reports prior to August 10 may require the County to seek reimbursement of expenditures through the Illinois Court of Claims and the Illinois General Assembly.
- B. All reimbursements shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement.
- C. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

7.4. Retention of Reimbursements. In addition to actual damages or termination of this Agreement:

- A. The Department may deduct from whatever is owed the County on this or any other Agreement an amount sufficient to compensate the State of Illinois for any damages suffered by it because of the County's breach of Agreement or other unlawful act on the County's part on which the cancellation is based, including, but not limited to:
  - 1. The additional cost of supplies or services bought elsewhere;
  - 2. Any expenses incurred because of delay in receipt of supplies or services; and
  - 3. Any other damages caused by the County's breach of Agreement or unlawful act.
- B. If any failure of the County to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department may withhold and retain an equivalent amount from reimbursements to the County until such Federal funds are released to the State, at which time the Department will release to the County the equivalent withheld funds.

7.5. Deductions from Reimbursements. Any reimbursement to the County may be reduced or suspended when a provision of this Agreement requires a payment or refund to the Department or an adjustment to payment to the County.

7.6. Maximum Amount of Reimbursement. The maximum amount of the Department's obligation under this Agreement shall not exceed \$19,500.00.

- 7.7. Computational Error. The Department reserves the right to correct any mathematical or computational error in reimbursement subtotals or total obligation under this Agreement. The Department will notify the County of any such corrections.
- 7.8. Travel. The Department shall not reimburse the County for any travel expenses under this Agreement.

#### ARTICLE VIII. General Terms.

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, county and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. Amendments Necessary for Statutory or Regulatory Compliance. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 8.4. Assignment and Subcontracting. Assignment, subcontracting, or transfer of all or part of the interests of the County in the work covered by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the County to assign, subcontract or transfer all or part of the interests of the County in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the County is hereby bound and obligated.
- B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the County, including, but not limited to, certifications and disclosures.
- C. Where the County is providing professional and artistic services, names and addresses of all subcontractors utilized by the County with the consent of the Department shall be listed in an addendum to this Agreement together with the anticipated amount of money which the subcontractor is expected to receive pursuant to this Agreement.
- D. After notice to the County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. Audits and Records.



- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due the County. If no payments are due and owing the County, or if the overpayment(s) exceed the amount otherwise due the County, the County shall immediately refund all amounts which may be due to the Department.
- B. Retention of Records. The County shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.
- C. The County shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the County's fiscal year. The County must submit one (1) copy of any required audit within thirty (30) business days after receipt of the auditor's report. The auditor's report is to be sent to:

Brian Bond  
Illinois Department of Public Aid  
Office of the State Purchasing Office  
201 South Grand Avenue East, Second Floor  
Springfield, Illinois 62702

- 8.6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.7. Confidentiality.

- A. Proprietary Information. Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- B. Confidentiality of Program Recipient Identification. The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the County and the County's employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26) and 42 CFR Part 431, Subpart F.

- 8.8. Dispute Resolution. In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation, if received, will be adopted by the Department and the County.
- 8.9. Disputes Between County and Other Parties. Any dispute between the County and any affiliated or unaffiliated provider, or between the County and any subcontractor, shall be solely between such provider or subcontractor and the County, and the Department shall be held harmless by the County.
- 8.10. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The County shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.11. Gifts. The County and the County's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

8.12. Indemnification and Insurance.

- A. The County assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the County or any employee, agent, or representative of the County or the County's subcontractors. The County shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- B. Neither party shall be liable for incidental, special or consequential damages.
- C. The County further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the County's failure to pay any subcontractor, either timely or at all, regardless of the reason.

8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the County's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

8.14. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

8.15. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.

8.16. Purchase of Equipment and Maintenance Assurance.

- A. The County shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the County's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. The County acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The County acknowledges that any equipment purchased under this provision is and shall remain the property of the Department.
  - B. The Department reserves the right to maintain any equipment purchased under this Agreement using Department personnel or third party maintainers.
- 8.17. Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:
- A. Provisions apply to successive events and transactions;
  - B. "Or" is not exclusive;
  - C. References to statutes and rules include subsequent amendments and successors thereto;
  - D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
  - E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
  - F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
  - G. Use of the male gender (*e.g.*, "he", "him", "his") shall be construed to include the female gender (*e.g.*, "she", "her"), and vice versa; and
  - H. Words in the plural which should be singular by context shall be so read, and vice versa.
  - I. References to "the Illinois Department of Public Aid (IDPA)" shall include any successor agency or office charged with administering child support enforcement under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*)
- 8.18. Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 8.19. Sexual Harassment. The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

8.20. Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**ARTICLE IX. County Certifications.** By signing this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

9.1. General Warranties of County.

- A. All work will be performed in a good and professional manner.
- B. The County has title to, or the right to allow the Department to use, any equipment, software, services and information being provided and that the Department will have use of those items without suit, trouble or hindrance so long as the Department is performing its obligations. The County shall indemnify and hold the Department harmless should anything provided by the County infringe upon the patent, copyright or trade secret of another.
- C. The person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder.
- D. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the County will be expeditiously corrected by the County without additional charge to the Department.
- E. The County is not delinquent in the payment of any debt to the State and, therefore, is not barred from being awarded an Agreement under 30 ILCS 500/50-11. The County acknowledges that the Department may declare the Agreement void if this certification is false, or if the County is determined to be delinquent in the payment of any debt to the State during the term of the Agreement.

9.2. Bid Rigging, Bid Rotating and Inducement. The County is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The County has not paid any money or other valuable thing to any person or entity to induce that person or entity not to bid on a State Agreement or to recompense that person or entity for not having bid on a State Agreement. The County will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors or employees of the State.

9.3. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*

9.4. Conflict of Interest. The County is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not

employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 9.5. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an Agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates to the development of this Agreement.
- 9.6. Drug Free Workplace. The County is in compliance with the requirements of 30 ILCS 580, and has completed **Attachment A**.
- 9.7. Federal Taxpayer Identification Number and Legal Status Disclosure. The County has completed **Attachment B** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.8. Licenses and Certificates. The County and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. The County may meet the license requirement through use of a subcontractor; provided however, County's use of a subcontractor in that circumstance does not relieve the County of any obligations under the Agreement.
- 9.9. New Hire Reporting and Electronic Funds Transfer of Child Support Payments. The County shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28/35.
- 9.10. Nonexclusion.
  - A. Neither the County, the County's principals, shareholders or subcontractors owning at least five percent (5%) of the County, nor any employee of the County, is currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
  - B. If the County knows or learns of any person who was in the past but is not currently, or who during the term of this Agreement becomes, excluded from participation in this transaction as provided in Section (A), above, the County shall, within thirty (30) days after signing this Agreement or within thirty (30) days after learning of such exclusion, provide to the Department a written description of each offense causing the exclusion, including the name of the offender, the date of the offense, the action causing the offense, any penalty assessed or sentence imposed, and the date any penalty was paid or sentence completed.
- 9.11. Nonparticipation in International Boycott. Neither the County nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- 9.12. Nonpayment of Dues or Fees. The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
- 9.13. Nonsolicitation of Agreement. The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due County such commission, percentage, brokerage fee, gift or contingent fee.
- 9.14. Revolving Door. The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.15. Year 2000 Compliance. The County, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, the County shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

IN WITNESS WHEREOF, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County of McLean  
Office of the Circuit Court

Illinois Department of Public Aid

By: 

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

Title: Chief Judge

Title: Director

Date: Jan. 12, 2004

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

\_\_\_\_\_  
Michael F. Sweeney  
Chairman, McLean County Board

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

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

**Appendix A**  
**CHIEF JUDGE'S PLAN FOR EXPEDITED**  
**CHILD SUPPORT SYSTEM MCLEAN COUNTY, ILLINOIS**

1. Under the McLean County Expedited Child Support System, parentage and child support matters will be expedited in three ways:
  - a. All parentage and child support matters will be heard in one location by one part-time Administrative Hearing Officer and three judges assigned full-time to daily calls. Although the judges are assigned full-time to daily calls, they will be assigned only part-time to IV-D matters as described below. This staffing will allow the Administrative Hearing Officer to schedule short continuances, where necessary, of no more than one or two weeks.
  - b. In analyzing the caseload demands of the IV-D Program in the development of this plan, it is anticipated that the full complement of Administrative Hearing Officers, Judges and IV-D staff will be able to handle 100% more cases under the Expedited Child Support Program System than under the current court system.
  - c. In all cases in which the alleged father contests parentage, DNA sampling will be conducted immediately following the first appearance before the Administrative Hearing Officer. It is the experience of the courts, in this jurisdiction as well as many other jurisdictions throughout the State of Illinois, that many alleged fathers admit parentage if the DNA tests results do not exclude them as the fathers. Therefore, it is expected that immediate DNA testing will expedite the resolution of a large percentage of parentage cases, which accounts for a significant caseload in the IV-D Program.
    - i. In cases in which the court has previously acquired jurisdiction over the responding party, the vast proportion of the child support cases, the hearing before the Administrative Hearing Officer will be held not less than 21 days and no more than 35 days of the filing of the action.
    - ii. In cases in which the court has not previously acquired jurisdiction over the responding party, most of the parentage cases, the hearing will be held not less than 21 days or more than 45 days of the service of summons.
    - iii. The hearing may be continued by the Administrative Hearing Officer for good cause shown, although the Administrative Hearing Officer will be encouraged to grant short continuances.
2. The Child Support Enforcement Amendments Act of 1984 (45 CFR Sec. 303.101(b)(2)).
  - a. Required states to adopt expedited processes in order to remain eligible for Federal reimbursement and incentive funds. To meet the standard of expeditiousness under the federal amendments, a jurisdiction must complete:
    - i. 90% of its child support cases within 90 days;
    - ii. 98% of its child support cases within 180 days;
    - iii. 100% of its child support cases within one year.



- b. As described above, the McLean County Expedited Child Support System will be able to meet this standard.
- c. The program will be monitored by IDPA. Statistics and management reports will be prepared by IDPA and given to the Chief Judge every quarter.
- d. The statistics and management reports will document the following:
  - i. The number of matters referred to the Administrative Hearing Officer;
  - ii. The number of matters submitted to the court by the Administrative Hearing Officer with recommendations for a court order;
  - iii. The number of recommended orders entered by the court;
  - iv. The number of recommended orders rejected by the court;
  - v. The number of matters transferred to or returned to the Administrative Hearing Officer from the court;
  - vi. The number of matters submitted by the Administrative Hearing Officer to the court for hearings;
  - vii. The average time frame for final dispositions of all cases heard;
  - viii. The number of continuances and the average time frame or final disposition of all cases continued;
  - ix. The number of all IV-D matters pending and disposed of in the Expedited Child Support System;
  - x. The dollar value of all support orders entered by the courts; and
  - xi. The number of Notices of Withholding prepared by the program.
- 3. The McLean County Expedited Child Support System will be initiated by IDPA and will be made available to participants in the IV-D Program, only.
- 4. All actions listed as eligible actions and eligible pre-judgment proceedings in Supreme Court Rule 100.3(a) and 100.3(b) shall be brought before the Administrative Hearing Officer in the McLean County Expedited Child Support System.
- 5. The Administrative Hearing Officer will possess, at a minimum, the following qualifications:
  - a. A license, in good standing, to practice law in the State of Illinois.
  - b. Four (4) years experience; and
  - c. Substantial experience in domestic relations matters.

6. All expenses relating to the salary of the Hearing Officer will be reimbursed by IDPA pursuant to Exhibit I attached. IDPA's obligation hereunder is to be specifically defined by this Intergovernmental Agreement with the Circuit Court of McLean County and the budget incorporated therein.
7. Personnel policies shall be those of McLean County. The Administrative Hearing Officer will be part-time, under contract as an independent contractor and subject to the Supreme Court rules and conditions of the McLean County Expedited Child Support System as set forth herein. The Administrative Hearing Officer shall be regarded as a sub-contractor for purposes of the Intergovernmental Agreement between IDPA and the Circuit Court of McLean County.
8. The McLean County Expedited Child Support System will be located in or near the Law and Justice Center, Bloomington, Illinois. Rooms of appropriate size will be provided. Hearings before the Administrative Hearing Officer will be conducted at the McLean County Law and Justice enter.
9. The McLean County Expedited Support Center will operate, and a Hearing Officer will be present, two and one-half (2 ½) days per month from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m. Additionally, the Hearing Officer will have three (3) office days per month from 8:30 a.m. to 4:30 p.m. These hours may change depending on demand and availability of staff members.
10. The Administrative Hearing Officer will be trained by personnel approved by the Chief Judge's Office. The training curriculum will include, but not be limited to:
  - a. Statutes and court rules related to parentage and child support;
  - b. Operation and policies of the McLean County Expedited Child Support System;
  - c. Conduct of hearings, completion of recommended orders and transfer of cases to and from the court;
  - d. Negotiation skills and techniques;
  - e. Control and handling of difficult cases;
  - f. Procedures of the IV-D Program, including, but not limited to, Federal and State rules and regulations.
  - g. Operation and use of the Circuit Clerk and State computer systems;
  - h. Analysis and understanding of DNA tests in parentage cases; and
  - i. Relationship with judicial staff, IV-D staff, parties and their counsel.
11. The Expedited Child Support System will use the following procedure for preparation of recommended orders and court orders;
  - a. The Administrative Hearing Officer will prepare recommended orders on specific forms that will include case identifying information for each case;
  - b. The recommended order will be formatted to provide easy-to-understand case findings and recommendations and terms;

- c. The recommended order will be written by the Administrative Hearing Officer and will be prepared in quadruplicate;
  - d. The recommended order will be signed by the Administrative Hearing Officer and by the parties, if they agree with the recommended order;
  - e. Copies will be provided to the parties and to the parties' counsel with the original being filed with the Circuit Clerk.
  - f. In the event the parties do not agree, the recommended order will provide a date and time for a contested hearing not less than seven (7) days and not more than 28 days from the date the recommended order is issued;
  - g. All matters to be transferred to a judge shall be on court-approved order and forms;
  - h. Computerized court orders will be prepared by employees of the Expedited Child Support System from Administrative Hearing Officer recommended orders; selected from among a full menu of court orders to be entered on computer or customized orders requested by the Administrative Hearing Officer or the court;
  - i. All recommended court orders will be routed to the court for review and final disposition, as the court deems appropriate; and
  - j. Court orders entered by the court will be mailed to the parties and counsel and filed in the court file by administrative staff. Accordingly, the following documentation and forms will be prepared prior to the commencement of the Expedited Child support system, in addition to any forms that may be required by the Supreme Court:
    - I. Recommended order forms to be completed by the Administrative Hearing Officer;
    - ii. A full menu of court forms already in use, to be reviewed by the court and IV-D staff, and entered into the computer, in addition to specific court forms that may be required by the Administrative Hearing Officer or the court;
    - iii. Management reporting forms, as described in number 2, above;
    - iv. Routing forms to monitor and track the movement of cases between the Administrative Hearing Officer, the court processing centers and the Circuit Clerk's office.
12. The Judge may reject part or all of the findings or recommended orders of the Administrative Hearing Officer and transfer the matter to the Administrative Hearing Officer for further hearing.
13. All cases will be filed and docketed before a specific judge, then assigned to the Administrative Hearing Officer, for hearing. Cases that appear on a docket sheet will be routed to the Administrative Hearing Officer, to administrative staff for preparation of the proposed court order and then back to the appropriate judge who is responsible for disposing of each case on the call.
14. Upon approval by the court, cases will be checked off the Circuit Clerk's docket sheet until all cases have been disposed of on the court's docket. The Circuit Clerk, or his or her deputy, will file stamp all orders, make the necessary copies and then remove all orders from that day for post-court processing within the Circuit Clerk's Office.

15. In accordance with the Expedited Child Support Rules entered by the Supreme Court on April 1, 1992, the following matters are further provided for in this plan:
  - a. Rule 100.4(3) - The Administrative Hearing Officer may recommend that the judge issue a notice requiring the obligor to appear before the Administrative Hearing Officer or before the court;
  - b. Rule 100.6(a) - The McLean County State's Attorney may assign a hearing date before an Administrative Hearing Officer.
  - c. Rule 100.6(b) - The McLean County State's Attorney shall serve notice of the action and the hearing date on respondent; and
  - d. Rule 100.9(a) - Any domestic relations matter other than the establishment of parentage, establishment of support, modification of support, child support enforcement and medical support issues, including but not limited to, petitions for visitation, custody, distribution of property, petitions pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act and Spousal Support modifications shall be filed in the McLean County Circuit Court, Family Division.
16. The 11<sup>th</sup> Judicial Circuit Court shall submit quarterly expenditure and case management reports to the Supreme Court through the Administrative Office of the Illinois Courts.

**EXHIBIT 1  
 CIRCUIT COURT OF MCLEAN COUNTY  
 EXPEDITED CHILD SUPPORT  
 DECEMBER 1, 2003 THROUGH JUNE 30, 2004**

DIRECT COSTS	FY04 Budget
Personnel Services	
Salaries	\$19,250
Fringe Benefits	0
SUBTOTAL	\$19,250
Non-Personnel Services	
Telephone	\$231
Copies	0
Postage	0
Equipment	0
Office Supplies	0
Training	0
SUBTOTAL	\$0
PERSONNEL SERVICES SUBTOTAL	\$19,250
NON-PERSONNEL BENEFITS SUBTOTAL	\$231
TOTAL DIRECT COSTS	\$19,481
GRAND TOTAL	\$19,481

Attachment A

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free work place. False certification or violation of the certification may result in sanctioning 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 (1) year but not more than five (5) years.

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

\_\_\_\_\_ This business or corporation does not have twenty-five (25) or more employees.

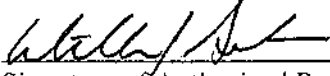
XX This business or corporation has twenty-five (25) or more employees, and the contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- I. Publishing a statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - B. Specifying the actions that will be taken against employees for violations of such prohibition.
  - C. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    1. abide by the terms of the statement; and
    2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- II. Establishing a drug free awareness program to inform employees about:
  - A. the dangers of drug abuse in the workplace;
  - B. the grantee's or contractor's policy of maintaining a drug free workplace;
  - C. any available drug counseling, rehabilitation and employee assistance programs; and
  - D. the penalties that may be imposed upon an employee for drug violations.
- III. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- IV. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- V. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee, who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- VI. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- VII. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

McLean County Circuit Court  
Printed Name of Organization

  
Signature of Authorized Representative

William J. Scanlon, Trial Court Administrator  
Printed Name and Title

January 13, 2004  
Date

**Attachment B**  
**Federal Taxpayer Identification Certification**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or © the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name: McLean County Circuit Court

Taxpayer Identification Number:

Social security number \_\_\_\_\_

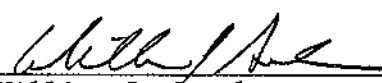
or

Employer identification number 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status** (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental               |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                     |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or trust                       |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                  |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Other: _____                          |

Signature:   
William J. Scanlon

Date: January 13, 2004





DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mclean.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

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January 23, 2004

Sheriff Dave Owens  
McLean County Sheriff's Department  
104 W. Front St.  
Bloomington, IL 61701

Dear Sheriff Owens:

In response to your memo concerning the possibility of using a Law Enforcement Block Grant to replace the current patrol/rescue boat stationed at McLean County's Evergreen Lake facility, I fully support the replacement of this unit and the appropriateness of the Law Enforcement Block Grant for this purpose. The current watercraft has served the Evergreen Lake water supply reservoir's recreational, safety, and security requirements since 1995. In addition, this watercraft has been used at both Lake Bloomington and on the Mackinaw River to assist with search, recovery, and mutual assistance missions.

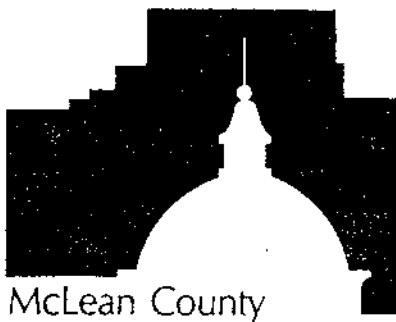
While the current watercraft is in fair operating condition, repair requirements over the past 3 years have increased the periods when the watercraft is not available. It is likely that this patrol vehicle could be scheduled for replacement within the coming fiscal year's budget cycle. The replacement of the watercraft at this time, should greatly improve the reliability of the Sheriff's Department water patrol and emergency response missions for the next several years.

As always, the Department of Parks and Recreation stands ready to work cooperatively with you to identify avenues to provide the local match for the Grant. Please feel free to contact me, if you need additional information.

Sincerely,

A handwritten signature in black ink, which appears to read "William R. Wasson". The signature is written in a cursive, flowing style.

William R.(Bill) Wasson  
Director of Parks and Recreation



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

January 23, 2004

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: FEBRUARY 2<sup>ND</sup>, 2004 JUSTICE COMMITTEE AGENDA

Dear Mr. Renner:

I would respectfully request that the following two (2) items be placed on the February 2<sup>nd</sup>, 2004 Justice Committee Agenda for Action and one (1) item for Information Only.

### Action

- 1) **Uniform Bids:** Formal bids were solicited for the purchase of police uniforms and equipment for the time period of February 1, 2004 to January 31, 2005. Two bids were received, one from Ray O'Herron Company, Inc. and one from Galls Inc.

Ray O'Herron Co., Inc. submitted a complete bid on all categories. Gall's Inc. only provided a partial bid on some of the categories.

After review of both bid proposals, it is my recommendation that McLean County accept the bid proposal provided by Ray O'Herron Co., Inc. The overall increase from 2003 to 2004 is 2.1%. (Please see attached information).

- 2) **Law Enforcement Block Grant:** I am requesting approval from the Justice Committee to apply for a Law Enforcement Block Grant, from the Illinois Criminal Justice Information Authority, to purchase a boat and motor to replace the current one being used to patrol Comlara Park by the McLean County Sheriff's Office. The current boat and motor has been in service since 1995 and is only marginally serviceable. (See attached)

The boat and motor combination would not exceed \$10,000.00 with a 10% cash match. If the Grant were approved, we would pull the cash match from the existing FY 2004 Sheriff's Office budget.

Mr. Tari Renner  
January 23, 2004  
Page 2

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

If you have any questions, prior to the meeting, please feel free to contact me.



David Owens  
Sheriff

DO:jc



ENGINEERS  
ARCHITECTS  
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.  
120 N. LaSalle Street, Suite 2000  
Chicago, Illinois 60602  
312.372.0555 tel | 312.372.0873 fax  
www.wje.com

# RECEIVED

## MEMORANDUM

JAN 30 2004

**Via:** E-mail  
**To:** Jack Moody  
(jack@mclean.gov) **Facilities Mgt. Div.** Facilities Manager, McLean County  
**From:** Jeff Koerber  
**Date:** 29 January 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Bid opening results, 28 January 2004

The following are the results of the bid opening for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse on Wednesday, 28 January 2004. All of the bids were over the available budget for this project, which is approximately \$406,000. The conclusion of this memo outlines possible options for moving ahead with repair work on the building with the available funds. A description of the scope of work for the Base Bid and Alternates is attached to this memo. Comments on specific aspects of the bids are given below as footnotes.

Bid from:	P.J. Hoerr	Felmley-Dickerson	Kajima
<b>BASE BID</b>	<b>\$ 1,048,700.00</b>	<b>\$ 943,000.00</b>	<b>\$ 840,735.00</b>
Package Prices (Note: Package Prices do <u>not</u> add up to the Base Bid)			
Scaffolding	\$ 122,000.00	\$ 119,200.00	\$ 69,866.00
Removal of bird guano	\$ 14,000.00	\$ 13,700.00	\$ 12,780.00
Replacement of dome and lantern roofing <sup>1</sup>	\$ 280,000.00	\$ 647,800.00	\$ 2,080.00
Repair of limestone dome drum cladding (Base Bid only) <sup>2</sup>	\$ 22,000.00	\$ 338,400.00	\$ 14,235.00
Repair of roof cornice gutter (Alternate No. 7)	\$ 4,000.00	\$ 9,900.00	\$ 3,400.00
Repair of roof edge limestone balustrade (Base Bid only)	\$ 190,000.00	\$ 223,900.00	\$ 120,725.00
<b>Alternate No. 1<sup>3</sup></b>	<b>\$ 180,000.00</b>	<b>\$ 150,400.00</b>	<b>\$ 6,500.00</b>
<b>Alternate No. 2</b>	<b>\$ 85,000.00</b>	<b>\$ 46,300.00</b>	<b>\$ 80,878.00</b>
<b>Alternate No. 3</b>	<b>\$ 14,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 2,936.00</b>
<b>Alternate No. 4</b>	<b>\$ 57,000.00</b>	<b>\$ 22,200.00</b>	<b>\$ 61,070.00</b>
<b>Alternate No. 5</b>	<b>\$ 74,000.00</b>	<b>\$ 28,600.00</b>	<b>\$ 23,160.00</b>
<b>Alternate No. 6</b>	<b>\$ 1,300.00</b>	<b>\$ 600.00</b>	<b>\$ (1,200.00)</b>
<b>Alternate No. 7</b>	<b>\$ 11,000.00</b>	<b>\$ 3,900.00</b>	<b>\$ 3,400.00</b>
<b>Alternate No. 8</b>	<b>\$ 55,000.00</b>	<b>\$ 19,100.00</b>	<b>\$ 66,142.00</b>
<b>Total</b>	<b>\$ 1,526,000.00</b>	<b>\$ 1,219,100.00</b>	<b>\$ 1,083,621.00</b>

<sup>1</sup> Even though only one roofing subcontractor provided bids, there are three widely varying package prices for this item. This may be an indication that the scope of work was not clear to the bidders.

<sup>2</sup> It is not known why the bid from Felmley-Dickerson is so much more than the package price provided by the other two bidders.

<sup>3</sup> Two of the three bidders provided costs for *replacement* of the existing clock mechanism rather than *reinstallation* as outlined in the documents.



The scope of the contract documents was based on the terms of the Illinois Department of Natural Resources Grant under the Illinois Museums Grant Program for 2003. The \$500,000 grant was awarded in December 2002 specifically for the repair of the building's dome and roofing system. WJE subsequently prepared a scope of services for the development of contract documents for repair of selected items at the dome and roof levels. As explained in our proposal to McLean County for these services dated 18 December 2002 and subsequently revised on 22 April 2003, it was thought that replacement of the copper dome, selected repairs of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed with the available funds. This was based on the cost estimate prepared by our subconsultant, CRM, Inc., during the preparation of our investigation report dated 28 August 2002. It will also be remembered that our fee for architecture and engineering services totaled \$93,500.

WJE began preparation of contract documents in June 2003 and was ready for bidding by mid-December 2003. Because the development of repair documents inevitably uncovers or determines necessary additions to the scope of repair work, I asked our subconsultant to review the documents in comparison with their previous estimate. I then discussed this with him by telephone to get his opinion, which was that the base bid would likely be slightly over the available budget amount, but that we were requesting enough unit price information to be able to reduce the scope sufficiently to bring the project within budget. As it has turned out, we were wrong. Cost estimating of a scope of work as specialized as that shown in our contract documents is difficult. Many factors, not the least of which is regional construction practice, affect the bid results.

There are several reasons for the discrepancy between the estimated construction costs, prepared by WJE with assistance from CRM, Inc., and the bid amounts listed above.

- The scope of work outlined in the contract documents is the most complex and unusual of the entire restoration effort on the Old McLean County Courthouse. To many members of the project team I have referred to it as "building a watch," or more accurately it is reconstructing the housing for "a watch" (the clock) at the most difficult part of the building to reach. I say this not to be facetious but to communicate the delicacy of the work that is involved (this is why WJE's fee is approximately 20 percent of the grant amount). The costs for access to the dome and dome drum are difficult to assess other than under bid conditions.
- The scope of the repair work involves two major trades, masonry and roofing, as well as a small amount of electrical work for the clock mechanisms. The particular types of masonry and roofing work, however, require highly specialized contractors to implement the repairs. The costs this work, too, are difficult to assess other than under regional bid conditions.
- It is possible, given the apparent complexities of the project as evidenced by the bid form that contractors were required to fill out, that the project appeared more complicated than it really was. Oftentimes contractors are less intimidated by simpler bid forms. We had requested specific information on the bid form in order to assess costs should minor changes in the scope of work occur during construction, which is likely due to the nature of the repair and restoration work involved. As part of the possible courses of action outlined at the end of this memo, WJE will examine the bid form and other documents to determine if scope of work can be state with more clarity.
- The three bids listed above all referenced the same subcontracting source for sheet metal roofing work. We do not have access to the bids from other potentially qualified subcontractors. I am familiar, however, with one potentially qualified subcontractor who decided not to bid on the project because they wanted to be the general contractor but did not attend the mandatory pre-bid meeting. As part of the possible courses of action outlined at the end of this memo, WJE will examine the contract documents to determine if there may have been factors that inhibited competition.



- During the development of the contract documents, repair of the built-up roofing membrane at the base of the dome was added to the scope of work based on concerns by McLean County Facilities Management and the McLean County Museum of History staff. This probably did not contribute a significant amount to the cost, but it did add to the project another crew to perform this particular work.
- The bidders did not always address the contract documents in preparing their bids. For example, two of the bidders submitted a different and costly scope of work for Alternate No. 1 that is not a priority, a necessity, or desirable. Our scope of work for Alternate No. 1 called for the reinstallation of the clock mechanism after replacing the dome roofing; the contractor submittal included replacement of the entire clock mechanism and clock faces. Neither of the bidders discussed this issue with WJE prior to submitting their bid on the project. As part of the possible courses of action outlined at the end of this memo, WJE will examine the clarity of the documents so that bidders are encouraged to discuss substitutions prior to submitting bids.
- As stated above, development of repair documents inevitably reveals necessary additions to the scope of repair work, which in turn results in cost additions.

At this time, having reviewed the bids for one day, I see at least three possible courses of action in order to continue the project. More options may become apparent in the coming days and weeks.

- **Increase the project budget.** I understand it is unlikely that funds could be obtained in an expeditious manner. Nonetheless, this option should be considered.
- **Decrease the project scope by focusing on roofing repairs.** It may be possible to advance the project by performing *just* the dome sheet metal replacement and necessary repairs to the supporting structure and excluding all but the most serious masonry repairs. There would still be potential problems with access, and associated costs related to access. WJE will study this possibility in the coming days and give a verbal report to the Property Committee at their meeting on 5 February 2004.
- **Decrease the project scope by focusing on masonry repairs.** This is likely the most promising option to pursue. Based on the information provided by the bids, the masonry repair work could probably be performed within the grant amount. Our investigation report dated 28 August 2002 prioritized the repair of the dome and roofing on the building in Phase 2 and 3. Masonry repairs, however, were prioritized in Phase 1 and 2, and should take precedence. It would be necessary to inform Illinois Department of Natural Resources that a change in scope is necessary because of bid results, but WJE can assist you with the preparation of backup information for this.

I would like to conclude this memo by making three final points. First, if it is decided to move ahead with the project in one form or another based on WJE recommendation, I would like to assure you that WJE will not require adjustment to our contract provided there is not a radical change in the scope of repair work. (By radical, I mean desiring to repair an area of the building completely different from those areas addressed by our contract documents dated 25 November 2003.) The two options for scope reduction outlined above both involve alterations to existing documents and not creation of new documents. Second, there is much valuable information that the bidders gave us in submitting their bids, and this will be useful not only in the development of the current project but also in the development of future phases of repair work. Finally, even if a portion of the work is deleted from the scope of the contract document, it is inevitable that the deleted portion will need to be performed. Please remember that our investigation report outlined \$2.7 million in repairs, phased over several years. Work that is deferred is only deferred, not eliminated, and the documents prepared for this work will eventually be needed by McLean County for the building's preservation.

cc: Greg Koos - McLean County Museum of History  
Diane R. Bostic - McLean County Property Committee

**RECEIVED**

**MEMORANDUM**

JAN 30 2004

**Via:** E-mail  
**To:** Jack Moody (jack@mclean.gov)  
**From:** Jeff Koerber  
**Date:** 29 January 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Scope of Work Description

**Facilities Mgt. Div.**  
Facilities Manager, McLean County

The following is a description of the scope of repair work on the dome and roof areas of the Old McLean County Courthouse as included in the contract documents dated 25 November 2003, prepared by WJE. The Old McLean County Courthouse is approximately 100 years old and has been listed on the National Register of Historic Places since 1973. The exterior facade of the building is clad with Indiana limestone; the main roof has a built-up membrane; and the dome is clad with copper sheet metal. The scope of work for this project includes replacement of the existing copper sheet metal cladding on the dome with new copper sheet metal; replacement, repair, or stabilization of distressed limestone cladding on the dome drum and balustrade; and repair of existing built-up roofing at selected areas of the main roof level. Items 1 through 6 below constitute the Base Bid in the contract documents dated 25 November 2003. There are

1. Replace existing copper sheet metal cladding on dome with new copper sheet metal.
  - a. Remove bird guano from lantern floor and dome attic floor.
  - b. Remove existing plaster ceiling and steel mesh from the upper portion of the dome attic space.
  - c. Install temporary weather enclosure over access stair to dome attic space.
  - d. Install temporary weather covering at floor of dome attic with provision for water runoff.
  - e. Remove selected existing ornamental copper sheet metal units for repair and reinstallation.
  - f. Remove selected existing ornamental copper sheet metal units for salvage to Owner and Tenant and/or proper disposal by Contractor.
  - g. Remove existing steel pole clad with copper sheet metal cladding from peak of lantern roof.
  - h. Remove existing copper sheet metal cladding and steel attachment clips.
  - i. Remove existing mesh screens from lantern facade openings.
  - j. Remove surface corrosion from existing structural steel elements.
  - k. Paint existing structural steel elements.
  - l. Install new galvanized steel angles to support new plywood sheathing.
  - m. Install new waterproofing membrane over new plywood sheathing.
  - n. Install new anchorage for existing stationary bronze bell.
  - o. Install new copper sheet metal roofing.
  - p. Install new lead coated copper sheet metal roofing and new lead coated copper access hatch at lantern floor.
  - q. Install new ornamental copper sheet metal units.
  - r. Install existing repaired ornamental copper sheet metal units.
  - s. Install new insulated glazing units at new copper sheet metal ocular windows.
  - t. Install new galvanized steel pole clad with new sheet metal cladding at lantern peak (Base Bid – see Alternate No. 8 for alternate scope of work).
  - u. Install new aluminum louvers with storm blades and copper mesh screens at lantern facade openings.

2. Repair of the clock faces.
  - a. Remove existing active and archival clock mechanisms located in dome attic and relocate to storage designated by Tenant.
  - b. Remove the existing glass panels.
  - c. Replace existing fractured glass panels with new glass panels.
  - d. Remove existing metal brackets and fasteners anchoring existing wrought iron clock face frame.
  - e. Remove existing wrought iron clock face frame.
  - f. Allow Architect/Engineer access to wrought iron clock face frame for finishes analysis work.
  - g. Paint wrought iron clock face frame.
  - h. Grind edges of existing glass panels to be reused.
  - i. Fabricate new aluminum frames to hold existing and new glass panels.
  - j. Reinstall existing wrought iron clock face frame, anchored with new stainless steel brackets and fasteners.
  - k. Install new aluminum frames with glass panels.
3. Repair limestone cladding at courses 23, 24, 25, 26, 27, 28 and 29:
  - a. Remove selected existing limestone cladding units at courses 26, 27, 28 and 29.
  - b. Remove limestone cap units above engaged columns at course 25.
  - c. Repoint existing limestone masonry joints at courses 23, 24, and 25.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Repair existing fractured limestone units at course 29 for subsequent reinstallation.
  - f. Reset limestone cap units at course 25.
  - g. Install new limestone dutchman repairs with new stainless steel anchors at selected stone units.
  - h. Reinstall existing limestone cladding units removed at courses 26, 27, 28 and 29 with new stainless steel anchors.
  - i. Install new lead coated copper sheet metal flashing at courses 25 and 28.
  - j. Install new lead joint covers at course 29.
4. Stabilize limestone units at drum of dome at courses 0 through 22:
  - a. Remove existing limestone spalls and existing mortar patches.
  - b. Remove exposed portion of existing ferrous metal strap anchors at spall and mortar patch locations.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Install new stainless steel helical anchors at stone units where spalls and mortar patches are removed.
  - e. Rout existing cracks in existing stone units and install bond breaker tape and sealant.
5. Repair existing built-up roofing at portion of main roof level at base of dome drum.
6. Install stabilization at existing limestone balustrade.
7. Alternate No. 1: Maintenance and reinstallation of clock mechanisms.
  - a. Perform maintenance work on selected clock mechanism components.
  - b. Reinstall clock mechanisms and return components to functionality.
  - c. Provide new bell strike mechanism and hook up to existing clock control panel.
8. Alternate No. 2: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 6 through 8.



9. Remove existing limestone units at courses 6 and 7:
  - a. Remove exposed portion of existing ferrous metal strap anchors.
  - b. Paint exposed end of ferrous metal strap anchors.
  - c. Repoint existing backup brick masonry where limestone cladding units are removed.
  - d. Repoint existing limestone masonry units at course 8.
  - e. Remove the existing built-up roofing membrane on the setback above course 8.
  - f. Install new lead coated copper sheet metal roofing on the setback above course 8.
  - g. Install new limestone units with new stainless steel anchors at courses 6 and 7.
  
10. Alternate No. 3: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 4 through 5:
  - a. Repoint existing limestone masonry units at courses 4 and 5.
  - b. Install new lead joint covers at course 5.
  
11. Alternate No. 4: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 0 through 3:
  - a. Remove selected distressed existing limestone units at courses 0 through 3:
  - b. Remove exposed portion of existing ferrous metal strap anchors.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Remove existing exposed embedded ferrous metal elements.
  - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
  - g. Repoint existing limestone masonry units to remain at courses 0 through 3.
  - h. Install new limestone units with new stainless steel anchors at courses 0 through 3.
  
12. Alternate No. 5: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 9 through 22:
  - a. Remove selected distressed existing limestone units at courses 9 through 22:
  - b. Remove exposed portion of existing ferrous metal strap anchors.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Remove existing exposed embedded ferrous metal elements.
  - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
  - g. Repoint existing limestone masonry units to remain at courses 9 through 22.
  - h. Install new limestone units with new stainless steel anchors at courses 9 through 22.
  
13. Alternate No. 6: Replace existing flag pole (in lieu of new galvanized steel pole with copper cladding):
  - a. Install new bronze finish internal halyard flag pole.
  - b. Install new roof hatch in lantern roof.
  
14. Alternate No. 7: Repair the existing cornice gutter membrane.
  
15. Alternate No. 8: Repair (in lieu of stabilization) of limestone balustrade in the northeast quadrant:
  - a. Remove existing limestone balustrade units.
  - b. Reinstall existing limestone balustrade units with new stainless steel anchors.