

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

February 17, 2004

*Subject to approval at  
March 16, 2004  
County Board Meeting*



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**February 17, 2004**

The McLean County Board met on Tuesday, February 17, 2004 at 9:01 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

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

Members Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Chris Kalapp, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, and Michael Sweeney.

**The following Member was absent:**

Member Stan Hoselton.

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

Chairman Sweeney stated there were none.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. Member Kalapp requested Items C) 1 b and C) 1 c be removed.

The Amended Consent Agenda read as follows:

6. CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, January 20, 2004
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of Letting Results from January 28, 2004, for Equipment Purchase and State Bid Purchase
  - 2) Request Approval of the Letting Results from January 28, 2004 for County and Township Projects
- C. Building & Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Approve the application of Russell Broadfield, in case 03-70-S. He is requesting a special use to allow a public stable with accessory camping in the Agriculture District on property which is located in Funks Grove Township at 3634 N 685 East Road, McLean
    - d) Approve the application of Wendell Norton, in case 03-80-S. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is located in Empire Township immediately south of 725 North Road and approximately ½ mile east of 2750 East Road
  - 2) Subdivision Cases:
    - a) Approve the application of 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. The property is located in Dry Grove Township at 14019 Dry Grove Road, Bloomington
    - b) Approve the application of Edith Kelley for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Dan Kelley Subdivision in case S-04-02. The property is located in Lexington Township immediately north of Old Route 66 and approximately 650 feet northeast of the intersection of Dameron Road and Old Route 66
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

Justice Committee

- 1) Items to be presented for Action:
  - a) Request approval of a Uniform Bid with Ray O'Herron Co., Inc. for the McLean County Sheriff's Department

- b) Request approval of an Application for Law Enforcement Block Grant through the Illinois Criminal Justice Information Authority – Sheriff's Department

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

G.

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

- G. Approval of Resolutions of Congratulations and Commendation
  - 1) Request Approval of Resolution of Congratulations for the 2003-2004 Bloomington High School Marching Band

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

WHEREAS, the McLean County Board's 2004 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2004 Motor Grader, one (1) 2004 4-Wheel Drive Loader, two (2) 2004 Dump Body and Hoists, two (2) 2004 Tandem Cab & Chassis, and one (1) 2004 8 Passenger Utility truck, and

WHEREAS, McLean County Highway Department receive sealed bids on January 28, 2004, and

WHEREAS, the Transportation Committee duly approved the bids on February 3, 2004 and

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

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

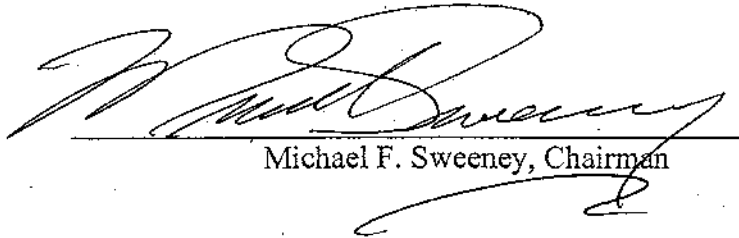
- 1 – 2004 Caterpillar Motor Grader for \$42,039.00 and trade in of  
2000 Caterpillar 140H Motor Grader from..... Altorfer, Inc.  
1 Capitol Drive  
East Peoria, IL 61611
  
- 1 – 2004 4-Wheel Drive John Deere Model 624J Loader for \$41,148.00 and trade in of  
1999 John Deere 624H 4-Wheel Drive Loader from..... Martin Equipment, Inc.  
400 W. Martin Drive  
Goodfield, IL 61742
  
- 1 – 2004 8 Passenger Expedition XLT Utility Truck for \$15,560.00 and trade in of  
1999 Ford Crown Victoria and 1999 Ford E-150 Van from ..... Neldner Ford  
302 S. Spencer  
Lexington, IL 61753
  
- 2 – 2004 Peterbilt Model 330 Tandem Cab and Chassis for \$48,274.00 each and trade in of  
2 – 1993 International 6 X 4 Dump Trucks for a total of \$96,548.00 from  
..... Peterbilt of Central Illinois  
Veterans Parkway @ Mercer  
Bloomington, IL 61704
  
- 2 – 2004 13' 6" Stainless Steel Dump Body and Hoist for \$19,595.00 each  
from..... Koenig Body & Equipment  
2428 Farmington Rd.  
Peoria, IL 61604

WHEREAS, Bob Ridings Ford, Taylorville, Illinois has the State bid for F-250 Pickup Trucks and Utility Trucks, which are included in the FY2004 Highway Fund Budget, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

- 1 - 2004 F-250 ¾ Ton Standard Cab Long Bed Diesel pickup Trucks @ \$21, 585.00
- 1 - 2004 F-250 ¾ Ton Standard Cab Long Bed Diesel pickup Trucks @ \$21, 335.00
- 1 - 2004 Ford Explorer 4-Door 5 Passenger Utility Truck @ \$21,345.00

Approved by the County Board on February 17, 2004



Michael F. Sweeney, Chairman

STATE OF ILLINOIS        ]  
                                  ] SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 17, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 17<sup>th</sup> day of February, A.D., 2004.

[ SEAL ]



County Clerk

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 3, 2004, for a letting held on January 28, 2004 for McLean County and various Road Districts 2004 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on February 3, 2004

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

**2004 MFT SECTIONS:**

**McLean County..... Sec. 04-00000-00-GM..... GR. 8**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$7,500.00

**McLean County..... Sec. 04-00000-00-GM..... GR. 9**  
The successful bidders for the above section were:  
McLean County Asphalt..... \$17,500.00  
Rowe Construction Company..... \$18,500.00  
H.J. Eppel ..... \$18,000.00

**McLean County..... Sec. 04-00000-00-GM..... GR. 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$41,700.00

**Allin R.D..... Sec. 04-01000-00-GM..... GR. 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$7,200.00

**Cheney's Grove R.D... Sec. 04-08000-00-GM..... GR13**  
The successful bidder for the above section was:  
Indian Creek Materials ..... \$49,712.00

**Dale R.D..... Sec. 04-11000-00-GM..... GR. 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$12,600.00

**Danvers R.D. .... Sec. 04-12000-00-GM..... GR. 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$13,800.00

**Dawson R.D. .... Sec. 04-13000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$3,450.00



**Downs R.D. .... Sec. 04-14000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$7,100.00

**Dry Grove R.D. .... Sec. 04-15000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$4,760.00

**Funk's Grove R.D. .... Sec. 04-17000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$14,000.00

**Martin R.D. .... Sec. 04-22000-00-GM..... GR10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$4,000.00

**Mount Hope R.D. .... Sec. 04-24000-00-GM..... GR10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$19,100.00

**Normal R.D. .... Sec. 04-25000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$6,035.00

**Randolph R.D. .... Sec. 04-27000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$9,000.00

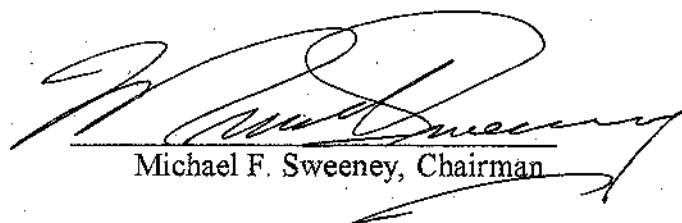
**Towanda R.D. .... Sec. 04-28000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$7,000.00

**West R.D. .... Sec. 04-29000-00-GM..... GR 10**  
The successful bidder for the above section was:  
McLean County Asphalt..... \$15,000.00

**2004 NON-MFT SECTIONS:**

**McLean County ..... Sec. 04-00000-00-GM Non-MFT Pipe Culverts**  
The successful bidder for the above section was:  
Contech Construction Products ..... \$200,069.70

**McLean County ..... Sec. 04-00000-00-GM Non-MFT PVC Storm Sewer**  
The successful bidder for the above section was:  
Contech Construction Products ..... \$48,685.30

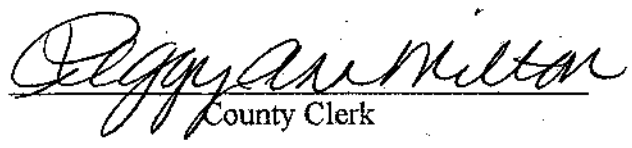
  
Michael F. Sweeney, Chairman

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 17, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17<sup>th</sup> day of February, A.D., 2004.

[SEAL]

  
County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Russell Broadfield, in case 03-70-S, parcel number (16) 27-30-200-008. He is requesting a special use to allow a public stable with accessory camping in the Agriculture District on property which is part of Section 30, Township 22 North, Range 1E of the 3<sup>rd</sup> P.M. and is located in Funks Grove Township at 3634 N 685 East Road, McLean.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 8.72 acre property is used as a single family residence with an unapproved public stable facility in the Agriculture District. The topography of the property is sloping and hilly, it drains to the north and east. The property has 704 feet of frontage on the south side of 375 North Road, an oil and chip road 14 feet in width.

**SURROUNDING ZONING AND LAND USE:** The property is surrounded by land in the Agriculture District. The land to the north is used for pasture. The land to the east is wooded and includes a cemetery. The land to the south and west is in crop production.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. There is a dwelling, an outdoor riding arena, a stall barn, a machine shed and an area used for pasture on this property. The machine shed on the property is used primarily as an indoor riding arena. The applicant currently has 19 horses on this 8.72 acre tract of land that are used to give people riding lessons. The Zoning Board of appeals typically recommends no more than two horses per acre for public stables. Staff recommends a maximum of 16 horses be allowed for the public stable until more land is acquired. The applicant is also requesting to allow accessory camping up to two weekends per month during the months of June, July, and August as an accessory use to the public. The campers would spend two nights camping with riding activities during the day. The applicant is also proposing to have two small pre-built cabins located on this property for the campers. The applicant has indicated that this facility is not intended to be a boarding facility for horses owned by others. The applicant claims this facility is intended to be used by students who want to take lessons on how to ride horses.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The Public Stable will not likely have an adverse affect on the use of nearby properties for agriculture.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed public stable is located on an 8.72 acre tract that is adjacent to properties that are used for pasture and crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard can be met. The applicants will need to obtain approval from the County Health Department for this use since there is no record of a valid septic system on the property. The property has frontage on a public road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained approval from the Funks Grove Township Road Commissioner for this use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agriculture District is to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. A public stable is allowed as a special use in the Agriculture District. It is prohibited in all other zoning districts.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a public stable with accessory camping in the Agriculture District on this 8.7 acre tract in the Agriculture District provided that there is a maximum of 16 horses on the property within one year unless additional land is acquired and provided the applicant obtains approval from the County Health Department for a septic system on the property.

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

Respectfully submitted this 3<sup>rd</sup> day of February 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Wendell Norton, in case 03-80-S, parcel numbers (15) 30-03-400-005 & 006. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is part of Sections 3 and 10, Township 22N, Range 4E of the 3<sup>rd</sup> P.M. and is located in Empire Township immediately south of 725 North Road and approximately ½ mile east of 2750 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 24 acre property is currently used for crop production; the applicant proposes to continue to farm 23 acres. This property is relatively flat and drains to the north and west. The property has 622 feet of frontage on the south side of 725 North Road, an oil and chip road 16 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is used for a farm dwelling (occupied by the applicant's mother) and pasture. The land to the east, south and west is used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 121 out of 125 points. The site assessment score was 139 out of 175 points. The total LESA score was 260 points out of 300. A score of below 225 points and above means the property is of high value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the son of the owner of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owner of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owner of the farm from which this property is being set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 662 feet of frontage on the south side of 725 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the Empire Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

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

Respectfully submitted this 3<sup>rd</sup> day of February 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Blain's Subdivision, File S-04-01

WHEREAS, Mathew Blain has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for Blain's Subdivision, file number S-04-01, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Mathew Blain has subdivided this property into two lots in order to use one for their existing dwelling and to allow construction of another dwelling on the second lot; and

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

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

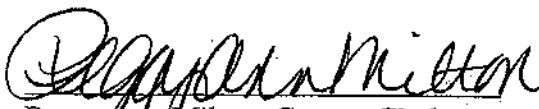
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

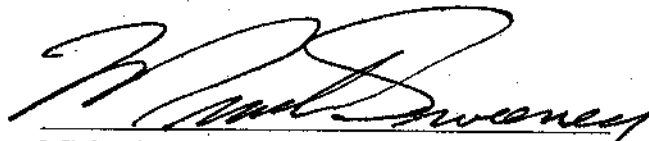
BE IT ORDAINED that the said waiver and final plat for the aforesaid Blain's Subdivision be and hereby are approved.

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

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

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

**CASE NUMBER S-04-01**

**1. REFERENCE**

- a. Meeting date: February 5, 2004
- b. Subdividers' names: Mathew Blain
- c. Subdivision name: Blain's Subdivision

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

- a. Property location: 14019 Dry Grove Road, Bloomington
- b. Township: Dry Grove Township
- c. Parcel Numbers: 13-34-379-003
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for Blain's Subdivision
- f. Existing land use: Lot 5A has a single family dwelling; Lot 5B is vacant on which a new single family dwelling is proposed

**3. DIMENSIONS & REVIEW:**

- a. Size of Parcels: Lot 5A is .79 acres in area; Lot 5B is 1.6 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: The Highway Department recommends approval of the waiver and the plat

Both of these lots have frontage on Court Street which connects to Route 9 across from the Deer Ridge Subdivision. Although Court Street is a platted street, it has not been built to township standards and has not been accepted by the township for maintenance. The applicant provides a letter signed by all the residents along Court Street indicating that they agree to share equally in the cost to maintain it.

Staff recommends that the waiver of preliminary plan requirements and Blain's Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Dan Kelley Subdivision, File S-04-02

WHEREAS, Edith Kelley has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Dan Kelley Subdivision, file number S-04-02, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Edith Kelley has subdivided one lot from her farm property in order to build a single family dwelling; and

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

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

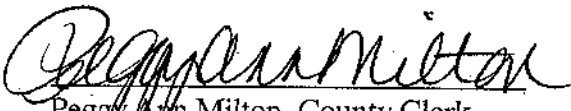
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

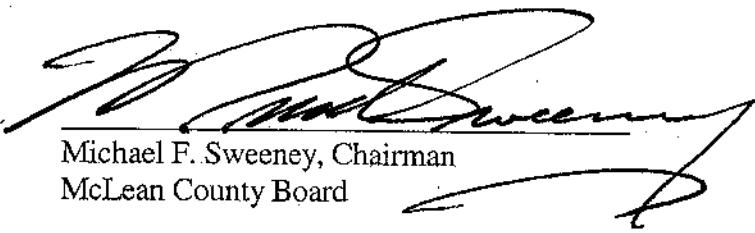
BE IT ORDAINED that the said waiver and final plat for the aforesaid Dan Kelley Subdivision be and hereby are approved.

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

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

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

CASE NUMBER S-04-02

1. REFERENCE

- a. Meeting date: February 5, 2004
- b. Subdivider's name: Edith Kelley
- c. Subdivision name: Dan Kelley Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately north of Old Route 66 and approximately 650 feet northeast of the intersection of Dameron Road and Old Route 66
- b. Township: Lexington Township
- c. Parcel Numbers: Part of 09-18-100-017
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Dan Kelley Subdivision in order to build a single family dwelling
- f. Existing land use: Crop production

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 2.3 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat – a plat access certificate will need to be signed by Illinois Department of Transportation before this plat can be recorded and an entrance permit obtained before a building permit can be issued.

The City of Lexington is also reviewing this subdivision since it is within 1½ miles of their boundary. Staff recommends that the waiver of preliminary plan requirements and the Dan Kelley Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

February 12, 2004

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for uniforms and equipment to the Ray O'Herron Company, Danville, Illinois. The Ray O'Herron Company submitted the lowest bid meeting specifications for all items listed in the Bid Document.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2004 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

**District #1**  
Stan Haselton  
Don J. Cavallini

**District #2**  
Matt Sorensen  
Rick Dean

**District #3**  
Michael F. Sweeney  
Diane R. Bostic

**District #4**  
Ann Harding  
Duane Moss

**District #5**  
B.H. "Duffy" Bass  
Sonny Rodgers

**District #6**  
George Gordon  
David Selzer

**District #7**  
P.A. "Sue" Berglund  
Bette Rackauskas

**District #8**  
Paul R. Segobiano  
Tari Renner

**District #9**  
Chris Kalapp  
Cathy Ahart

**District #10**  
Benjamin J. Owens  
Bob Nuckolls

November 18, 2003

INSTRUCTIONS TO BIDDERS

Sheriff's Dept. Uniform & Equipment Purchases  
For The One Year Period Of February 1, 2004 to January 31, 2005

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Operations Commander Lt. Mike Emery (309) 888-5928.

Mandatory Vendor Information

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  
Printed name of authorizing agent submitting quote: DAN YARA, SALES REP  
Signature of authorizing agent submitting Quote: *Dan Yara*  
Date quote proposal submitted: 12/5/03  
Company address: 3549 N VERMILION ST, PO BOX 1070  
DANVILLE IL 61834-1070

Company Contact Telephone Number: DAN YARA, 708-710-3396 OR JUDIE DONATH/1-800-223-2097  
Company Contact Email Address: yarafamily@aol.com or jdonath@oherron.com  
Company Contact FAX Number: 708-532-5714 1-800-223-2097

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the McLean County Administrators Office, Rm 701, McLean County Law and Justice Building, 104 W. Front Street, Bloomington, Illinois 61702-2400, by 10:00am on Friday, December 19, 2003. This is the date and time of the bid opening.

Bids will be opened in Room 700 of the Law & Justice Center (the County Board room) by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's-Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2004 to January 31, 2005 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Emery at 309-888-5928 Monday through Friday, 8:30a.m. to 4:30p.m.

Vendors do not have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

#### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted

models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.

- \$ 240.40 Deputy Blauer Jacket #GTX-9010-Z
- 99.42 Deputy Horace Small Convertible Jacket #2307
- 35.61 Command White S.S. Shirt Flying Cross #95R6600
- 38.61 Command White L.S. Shirt Flying Cross #45W6600
- 48.96 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design
- 39.29 StreetGear 8810 Poly Cotton Brown Trousers
- 4.26 Sam Broom Necktie in pink tan or corrections gray
- 7.46 Ballcap in deputy brown or corrections blue w/mesh
- 41.87 Midway 5-Star hat (with all accessories including cover matching pant material)
- 4.26 Replacement Midway hat accessories, silver, or gold
- 23.32 Midway hat cover in white leather material
- 14.74 Langenburg winter hat #4396 fur trooper type
- 59.97 Bates Lightweight men's shoes in clarino Model #942
- 58.63 Bates Lightweight women's shoes in clarino Model #742
- 122.60 Rocky Boots Model #8032
- 20.18 Rainfair yellow raincoat #2100-8000
- 149.30 Fechheimer brown or blue windbreaker #43159
- 55.44 Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab
- 86.89 U.S. 101 Coveralls - brown or black
- 106.36 Corrections Blauer #6025 Convertible Jacket
- 45.84 Corrections Flying Cross S.S. Shirt #97R6686
- 40.51 Corrections Flying Cross L.S. Shirt #47W6686
- 45.31 Fechheimer Corrections pants #32230
- 40.48 Deputy Flying Cross Long Sleeve Shirt #45R6694
- 35.61 Deputy Flying Cross Short Sleeve Shirt #95R6694
- 63.96 Bates Enforcer 4" quarter boot
- 83.16 Bates Chukka Leather Shoe Model 78
- 298.49 Illinois State Police Style Leather Jacket Model 4415
- 66.10 RW1684L Yellow Raincoat 50" w/hood
- 128.79 Blauer Defender 734BR raincoat
- 41.58 Sentry Plus Men's LS Shirt Z919AP
- 32.21 Sentry Plus Men's SS Shirt Z959AP
- 34.80 Sentry Plus Women's LS Shirt Z905AP
- 32.70 Sentry Plus Women's LS Shirt Z975AP
- 128.60 ROCKY ELIMINATOR LUG
- 56.51 WOOLY PULLY SWEATER #210 W/BADGE TAB

TOTAL FOR UNIFORM CATEGORY \$ 2432.13

.057 to increase

POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish. We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 47.92 Outer duty belt #120-FV w/buckle DON HUME
- 25.36 Inner velcro garrison belt #125-FV DON HUME
- 25.26 Cuff Case - velcro DON HUME
- 6.21 Keepers that are the wide "snap" type SAFARILAND
- 6.73 Nightstick 1.5" ring S-505 DON HUME
- 27.02 Magazine Pouch #D407-V-CL DON HUME
- 27.95 Speedloader Pouch #D418 DON HUME
- 102.47 Safariland SS-III Safety Holster
- 27.16 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)
- 27.61 Portable Radio Carrier for E.F. Johnson Model 8538 Viking CM (Uncle Mike also in Black Nylon) UNCLE MIKE'S 8880
- 12.94 Latex Glove Pouches (to carry protective gloves) DON HUME
- 47.61 Safariland 87V Duty Belt in Clarino w/buckle
- 28.98 Safariland #99 Inner velcro belt in Clarino
- 18.63 Bianchi Model 73075 pepper holder in Clarino #18204
- 18.63 SAFARILAND 190 OR 090 CUFF CASE

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 440.48 ,03 <

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

ALL BIANCHI

- \$ 42.02 Outer duty belt #120-FV w/buckle 7960
- 19.61 Inner velcro garrison belt #125-FV 7205
- 21.01 Cuff Case - velcro 7900
- 11.54 Keepers that are the wide "snap" type 7906
- 7.97 Nightstick 1.5" ring S-505 7904
- 28.20 Magazine Pouch #D407-V-CL 7902
- NO BID Speedloader Pouch #D418
- 62.98 Safariland SS-III Safety Holster SL321
- 26.24 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) 7314S
- 26.24 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) #7314S
- 19.41 Latex Glove Pouches (to carry protective gloves) 7915
- 42.02 Safariland 87V Duty Belt in Clarino w/buckle 7960
- 20.65 Safariland #99 Inner velcro belt in Clarino 7205
- 21.01 Bianci Model 73075 pepper holder in Clarino 7907

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 348.90 .037



Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 41.35 Outer duty belt #120-FV w/buckle SAFARILAND 94
- 18.63 Inner velcro garrison belt #125-FV BOSTON 6505
- 20.70 Cuff Case - velcro SAFARILAND 90
- 6.21 Keepers that are the wide "snap" type 65-4 SAFARILAND
- 6.73 Nightstick 1.5" ring S-505 SAFARILAND 67S
- 22.77 Magazine Pouch #D407-V-CL SAFARILAND 77
- 27.95 Speedloader Pouch #D418 SAFARILAND 340
- 102.47 Safariland SS-III Safety Holster
- 27.61 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)
- 27.61 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) UNCLE MIKE'S 8880
- 10.94 Latex Glove Pouches (to carry protective gloves) SAFARILAND 33
- 47.61 Safariland 87V Duty Belt in Clarino w/buckle
- 28.98 Safariland #99 Inner velcro belt in Clarino
- 20.80 Bianchi Model 73075 pepper holder in Clarino SAFARILAND 38
- 18.63 090 OR 190 CUFF CASE SAFARILAND

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 426.75

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### BADGE CATEGORY

Blackington is the only badge we will accept in this category. No substitutes here please.

- \$ 43.50 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 51.75 Same as above but in HiGlow finish
- 49.75 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 60.25 Same as above but in HiGlow finish
- 56.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
- 70.50 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 14.50 Tie Tack #A3271 in either gold or silver color finish
- 12.50 Namebar #A2388 in Rhodium finish
- 16.75 Same as above but in HiGlow finish
- 14.50 "Serving Since" bar in gold or silver finish
- 18.75 Badge Cases for B1004
- 18.75 Badge Cases for B736
- 18.75 Badge Cases for B1275
- 6.25 94-G-UKFC TIE BAR

TOTAL FOR THE BADGE CATEGORY: \$ 461.25

.057

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

\$424.00 2nd Chance Body Armor SC-229 W/1 SPA 5x8 K-30 PLATE  
Superfeatherlight  
with SPA & K30 insert  
Threat level-II  
"MAXIMUM Model 22 x \_\_\_\_\_" NO OVERSIZE CHARGES

\$49.00 Replacement 2nd Chance SPA for the above listed vest  
ALTERNATE SMF-II W/1 SPA & 5x8 K-30 PLATE \$368.00  
ADDITIONAL SPA \$49.00

OR,

If the above vest is not available please provide specifications and cost on a comparable vest.

SUB TOTAL FOR POLICE BODY ARMOR \$ \_\_\_\_\_

STATE CONTRACT BODY ARMOR PSD4009743 EFFECTIVE UNTIL 2/29/04  
POINT BLANK ZLS LEGACY II VEST  
2 CARRIERS/STS PLATE \$368.00

*Same*

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kistner must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items - or comparable items are bid if you choose to substitute as outlined above.

- \$ 14.00 Safariland Speedloaders
- 340.00 CMI Model S-02 PBT unit IL STATE CONTRACT SD-2
- 24.80 Peerless PSN handcuffs SW 350103 \$22.50
- 9.32 H.K.S. Speedloaders
- 176.00 Premier Crown Riot Helmet Model 700 with full riot package  
(RCK 700 conversion kit)
- 56.00 Replacement RCK 700 Conversion Package
- 11.00 Replacement visor w/rank band for Premier 700
- 22.00 Replacement interior liner & sizing kit for Premier 700
- 21.00 Saunders Aluminum Report Writing Board #~~AH8513~~ 10017
- 16.00 Saunders Aluminum Ticket Writing Board #~~XX102~~ 10006
- 231.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.75 3 volt Lithium Batteries #DL123A
- 290.00 Red Flares w/spikes #2730-30 minute (per gross)
- 280.00 Red Flares w/spikes #2720-20 minute (per gross)
- 24.50 Hickory 36" riot baton w/rawhide thong JO894/JP15
- 51.95 ASP Expandable Baton Model #616-B 02211
- 54.90 ASP Expandable Baton Model #F-21-B 02411
- 59.00 ASP Expandable Baton Model #926-B 02611
- 23.50 NIK Narcotics Test Kit "G" #6077 ODV 904B 15.60
- 23.50 NIK Narcotics Test Kit "E" #6075 ODV 908 15.60
- 102.00 Streamlight SL-20x with DC & AC charger
- 29.50 Streamlight Ni-Cad Battery stick for SL-20x
- 11.90 Streamlight replacement bulb/lamp module for SL-20x
- 10.50 Streamlight Charger Sleeve
- 400.00 Alco-Check 3000 breath test device w/AC & DC Charger  
Batteries & 200 mouthpieces included CMI SD-5 001042K-IL
- 57.00 Michaels of Oregon Holster #9925
- 28.00 Michaels of Oregon Holster #8820
- 28.00 Michaels of Oregon Holster #8821
- 26.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit
- 6.50 Disposable Emergency Blanket U.S. Laminating Brand
- 8.50 Rondex CPR Kit #2230-2
- DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")
- 12.25 Def-Tec 1st Defens Pepper Mace MK III 5039
- 14.50 Def-Tec 1st Defense Pepper Mace MK IV
- DISC Def-Tec 1st Defense Pepper Mace MK V
- 40.00 015035 MOUTHPIECES PKG 250 SD-2 & SD-5

- 11.25 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 40.25 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 34.25 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040
- 40.25 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030
- 27.00 Outer's firearms target pasters (20 roll carton) NATIONAL PASTERS RL
- 96.00 Flex-Cuf's per order of 100 (#5010)
- 264.00 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C/1511
- 460.00 Glock Model 21 pistol
- 458.00 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot magazine capacity
- 84.50 Streamlight Stinger flashlight AC75001
- 19.75 Closed Top Carrier for the above listed STN-3 Clarino

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 4018.32

037



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

February 12, 2004

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the Sheriff's Department to apply for a Law Enforcement grant in the amount of \$10,000.00 from the Illinois Criminal Justice Information Authority.

The grant funding will be used to purchase a new patrol boat and motor to be used by the Sheriff's Department at COMLARA Park. The Department of Parks and Recreation supports the Sheriff's Department request to seek grant funding for this purchase.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Heselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

District #5  
B.H. "Duffy" Bass  
Sonny Rodgers

District #7  
P.A. "Sue" Berglund  
Bette Rackauskas

District #9  
Chris Kalapp  
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Ann Harding  
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George Jordan  
David Atzer

District #8  
Paul R. Segobiano  
Tori Renner

District #10  
Benjamin J. Owens  
Bob Nuckols

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF EUGENE WILLIAMS  
AS A TRUSTEE OF THE  
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term for Eugene Williams, as a member of the Southeastern McLean County Water Authority, it is advisable to consider an appointment or reappointment to this position; and,

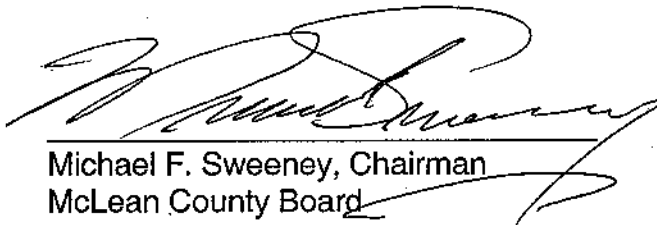
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eugene Williams as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Eugene Williams and Hunt Henderson, attorney for the Southeastern McLean County Water Authority.


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

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION OF REAPPOINTMENT OF JOHN KLINE  
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE**

**WHEREAS**, due to the expiration of term on November 30, 2003, of John Kline, as Commissioner of the Public Aid Committee, it is advisable to consider an reappointment to this position; and

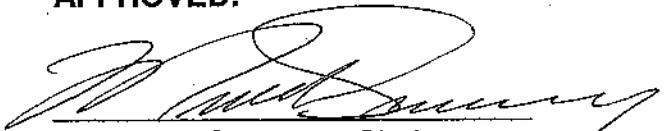
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED**, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Kline as a Commissioner of the Public Aid Committee for a two-year term to expire on November 30, 2005, or until a successor shall have been qualified and appointed.

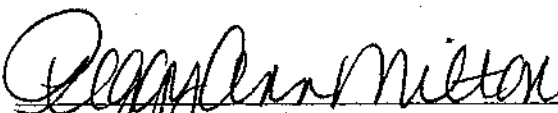
**BE IT FURTHER RESOLVED**, that the County Clerk forward a certified copy of this resolution of reappointment to the County Board Chairman, 104 West Front Street, Bloomington, Illinois.

**ADOPTED** by the County Board of McLean, County, Illinois this 19th day of February, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

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**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION OF REAPPOINTMENT OF MIKE O'GRADY  
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE**

**WHEREAS**, due to the expiration of term on November 30, 2003, of Mike O'Grady, as Commissioner of the Public Aid Committee, it is advisable to consider a reappointment to this position; and

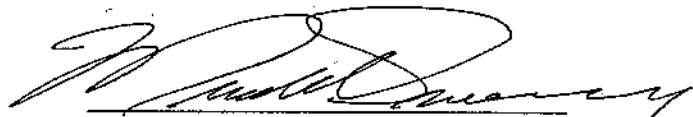
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED**, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mike O'Grady as a Commissioner of the Public Aid Committee for a two-year term to expire on November 30, 2005, or until a successor shall have been qualified and appointed.

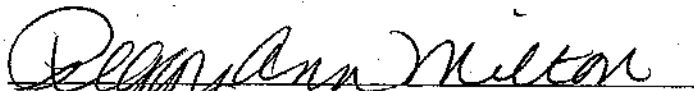
**BE IT FURTHER RESOLVED**, that the County Clerk forward a certified copy of this resolution of reappointment to the County Board Chairman, 104 West Front Street, Bloomington, Illinois.

**ADOPTED** by the County Board of McLean, County, Illinois this 19th day of February, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

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**A RESOLUTION FOR REAPPOINTMENT OF TARI RENNER  
AS A MEMBER OF THE  
LAW AND JUSTICE CENTER MOBILE TEAM UNIT #8**

**WHEREAS**, due to the expiration of term of Tari Renner as a member of the Board of the Law and Justice Commission Mobile Team Unit #8, it is advisable to consider a reappointment to this position; and

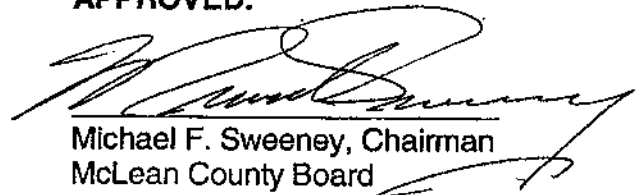
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 50 ILCS, 720/1 has the responsibility to fill a one year term by appointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Tari Renner as a member of the Board of the Law and Justice Commission Mobile Team Unit #8 for a one year term scheduled to expire on November 30, 2004 or until a successor shall have been duly qualified and appointed.

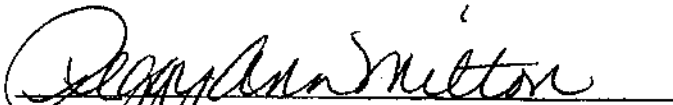
**BE IT FURTHER RESOLVED** that the County Clerk shall forward a certified copy of this Resolution of Reappointment to Tari Renner and Sheriff David Owens.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

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

**APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:  
Member Kalapp presented the following:**

**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 their performance at the Cotton Bowl, December 29, 2003 to January 3, 2004; 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,

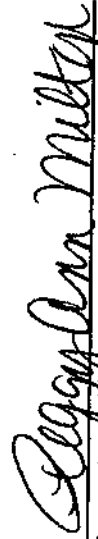
**WHEREAS**, the Bloomington High School Marching Raiders Band was awarded the Grand Champion Cotton Bowl Parade Trophy at halftime of the Cotton Bowl Game; and,

**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,

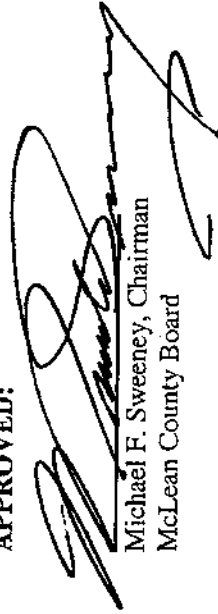
**BE IT RESOLVED** by the members of the McLean County Board that the student members and band staff of the Bloomington High School Marching Raiders Band are to be congratulated on their participation and an outstanding performance at the Cotton Bowl, and on winning numerous honors for individual and group performance during the Cotton Bowl festival, 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:**

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

Member Kalapp stated the following: we often recognize the achievement of students in the field of battle, be it the gridiron, basketball court or other fields of battle, but there are other fields that do not earn the eye of the populace that deserve credit just the same. What the Bloomington High School Bands have in Dallas, Texas is nothing short of spectacular. First of all, this event they went to, the Cotton Bowl, is an invitation only event, which means the talent is of the highest caliber. Secondly, the early awards they received indicates a true level of dedication, sweat, and discipline that runs through this special group of children. With that, I would like to ask the band director to come forward to accept this Resolution of Congratulations. Member Kalapp read the Resolution. Director Gore stated the following: this morning we brought some representatives of all of our bands. I would like to introduce all of them to you. We had an extraordinary time in Dallas. We never expected to come back with what we came back with. Our kids worked very hard to prepare for the performances. They had a lot to get ready for because they were doing concert, jazz, marching, and the whole gambit. We are just extremely proud of them. They have worked very hard and this group here provides a great deal of leadership for our band and for our younger members. We thank you very much for this. It is very much appreciated. Chairman Sweeney stated the following: we have had football and basketball teams here that did not get standing ovations. This is great.

#### EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, stated the following: the Executive Committee has no items for action today. The items for information can be found on pages 31-50 of your packets. Member Selzer stated the following: just a quick question in reference to page 44. I read in there about the EMS service, the Countywide ambulance service, and the explanations. Is there anything pending right now to move this in any direction or is it still just open pending the cities? Mr. Zeunik stated the following: there is nothing pending. The information that was promised to City of Bloomington, Town of Normal and the County has still not been forthcoming. Lifeline continues to operate. It's my understanding that as the City of Bloomington and Town of Normal are in their budget discussions, they are looking at issues for their respective communities regarding the level of service that will be provided. Member Selzer stated the following: the cities are looking at an EMS service for higher levels of service for their communities. This is going to be a huge issue outside of town if Lifeline goes away.

#### TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: our report is found on pages 51-58. We have no items for action this morning except that I sent out an edict to the weather people that the weather and the winter is officially over. The reason for this is that we are out of salt.

#### PROPERTY COMMITTEE:

Member Bostic stated the following: our first item 7 C 1 a) is coming back to the March Property Committee meeting so we will be reporting on that later.

Member Bostic Chairman, presented the following:



McLEAN COUNTY BOARD  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

February 12, 2004

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the Offer received from Mr. David Bentley to paint the upper inside rotunda of the Old County Courthouse at no cost to the County and the McLean County Museum of History.

Your PROPERTY COMMITTEE further respectively recommends and authorizes negotiations with Mr. David Bentley, the McLean County Museum of History, and the County to finalize an agreement in writing defining the Terms and Conditions of this offer.

Your PROPERTY COMMITTEE further respectively recommends that such written agreement be subject to final review and approval by the Property Committee and the County Board and the McLean County Museum of History.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

Members Bostic/Bass moved the County Board approve a Request for Approval to Accept the Offer Made by Mr. David Bentley to Paint the Upper Rotunda of Old McLean County Courthouse and to Work with the McLean County Historical Museum and Facilities Management to Negotiate the Terms and Conditions of this Offer – Facilities Management. Member Cavallini stated the following: I would just like to mention the fact that Mr. Bentley has done an outstanding job at Illinois Wesleyan painting the ceiling of the Hanson Student Center entryway. So, if anyone has any questions about this man's ability or talents, just take a little tour of the Hanson Student Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the General Report is located on pages 66-75.

**JUSTICE COMMITTEE:**  
Member Renner, Chairman, presented the following:

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.

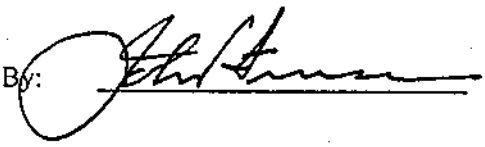
- 9.5. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an Agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates 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 center.
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.

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.

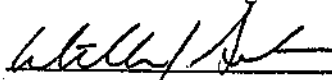
III. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 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 \_\_\_\_\_

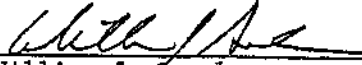
or

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

Members Renner/Ahart moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
Court Security Fund 0141, Sheriff's Department 0029  
and the County General Fund 0001

WHEREAS, the McLean County Board, on November 19, 2002 adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Security Fund 0141, Sheriff's Department 0029; and,

WHEREAS, the Court Security Fund revenues in Fiscal Year 2003 were \$244,178.96 and the Court Security Fund expenditures in Fiscal Year 2003 were \$259,097.62; and,

WHEREAS, the Justice Committee, at a special Meeting on Tuesday, February 17, 2004, approved and recommended to the County Board an Emergency Appropriation from the County's General Fund 0001 unappropriated fund balance to cover the deficit in the Court Security Fund; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of **\$14,918.66**.

Unappropriated Fund Balance                    **\$14,918.66**  
0001-0001-0001-0400.0000

2. That the County Auditor is directed to add to the appropriated budget of the General Corporate Fund 0001, Sheriff's Department 0029 the following appropriation:

Interfund Transfer  
0001-0029-0029-0999.0001                    **\$14,918.66**

3. That the County Auditor is directed to add to the appropriated budget of the Court Security Fund 0141, Sheriff's Department 0029 the following appropriation:



(2)

Transfer from Other Funds  
0141-0029-0035-0450.0011


\$14,918.66

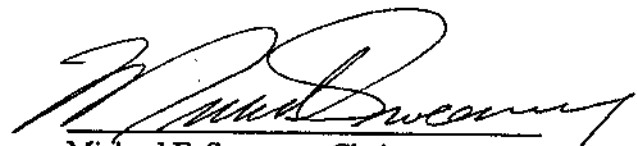
4. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County FY 2003 Combined Annual Appropriation and Budget Ordinance, Court Security Fund 0101, Sheriff's Department 0029 and the County General Fund 0001 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following; the General Report is located on pages 104-112.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, presented the following:

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Heather Shickle, in cases 03-78-Z, parcel number (11) 12-13-400-001. She is requesting a map amendment to change the zoning classification of a .24 acre tract from R-1 Single Family Residence District to Agriculture District. This is on property which is part of Section 13, Township 24N, Range 1W of the 3<sup>rd</sup> P.M. and is located in Danvers Township at 5718 E 1700 North Road, Danvers.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The .24 acre property is used as an unapproved dog training facility in the R-1 Single Family Residence District. The topography of the property is relatively flat and drains to the west.

**SURROUNDING ZONING AND LAND USE:** The property to the north, south and west is in the R-1 Single Family Residence District. The land to the east is in the Agriculture District. The land to the north is used for crop production and manufacturing. The land to the east is used for crop production. The land to the south and west is used for crop production and two farm dwellings.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from R-1 Single Family Residence District to A-Agriculture District. The predominate land use in the area is agriculture.
2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat. The topography and dimensions of the property are more appropriate for agricultural uses than residential uses.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. This property is part of a larger agricultural tract that has approximately 2250 feet of frontage on the north side of 1700 North Road and it appears that safe sight distance can be provided at the existing entrance.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. This property is adjacent to 1700 North Road which is County Highway 18.

5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the Agriculture District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and is not located in a flood zone area.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R-1 Single Family Residence District.** This standard is met. The Danvers Township Fire District will provide fire protection for the subject property.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from R-1 Single Family Residence District to a classification of Agriculture District.

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

Respectfully submitted this 3<sup>rd</sup> day of February 2004, McLean County Zoning Board of Appeals

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

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

Members Gordon/Ahart moved the County Board Approve the Application of Heather Shickle, in Case 03-78-Z. She is requesting a map amendment to change the zoning classification of a .24 acre tract from R-1 Single Family Residence District to agriculture District on property which is located in Danvers Township at 5718 E 1700 North Road, Danvers. Member Kalapp stated the following: no comments in regards to b), more comments for c). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Heather Shickle, in case 03-79-S, parcel number (11) 12-13-400-001. She is requesting a special use to allow a kennel on this .24 acre tract in the Agriculture District. This is on property which is part of Section 13, Township 24N, Range 1W of the 3<sup>rd</sup> P.M. and is located in Danvers Township at 5718 E 1700 North Road, Danvers.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The .24 acre property is used as an unapproved dog training facility in the R-1 Single Family Residence District. The applicant has an application being considered by the County Board in case 03-78-Z to change the zoning classification of the property to the Agriculture District. The topography of the property is relatively flat and drains to the west.

**SURROUNDING ZONING AND LAND USE:** The property to the north, south and west is in the R-1 Single Family Residence District. The land to the east is in the Agriculture District. The land to the north is used for crop production and manufacturing. The land to the east is used for crop production. The land to the south and west is used for crop production and two farm dwellings.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant and her husband train dogs for bomb detection. The applicant has obtained a Kennel Operator license from the state of Illinois. The applicant trains her dogs to detect a verity of explosive material. She intends to market her dogs for law enforcement agencies and other interested parties who can benefit from these specially trained dogs. The property has a small shed on it that will be used to house the dogs. The inside of the building is partitioned off to house a maximum of eight dogs. This facility is not intended for boarding of other owners' dogs. This facility is exclusively used to train dogs for explosives detection.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant is using one of the out buildings on the agricultural property for this kennel; this use is more than 200 feet from County Highway 18 to the south and more than 800 feet from any other property line. The proposed Kennel will not likely have an adverse affect on the surrounding properties.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed Kennel will be located on a 160 acre tract that is partially used for crop production, manufacturing use, and for single family residences. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The building does not have facilities that require a septic system. If a septic system is requested by the applicant, she will be required to obtain approval for such from the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a kennel on this .24 acre tract in the Agriculture District provided that there are no more than eight dogs allowed at this facility.

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

Respectfully submitted this 3<sup>rd</sup> day of February 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

Members Gordon/Berglund moved the County Board Approve the Application of Heather Shickle, in Case 03-79-S. She is requesting a special use to allow a kennel on a .24 acre tract in the Agriculture District. This is on property which is part of Section 13, Township 24N, Range 1W of the 3<sup>rd</sup> P.M. and is located in Danvers Township at 5718 E 1700 North Road, Danvers. Member Kalapp stated the following: when I was reading through this, my only concern, that this is a dog training facility to be used for training explosive material dogs. Explosive materials carry a wide definition. I am familiar with the training and the usage of dogs for detecting accelerant and my question is was there any consideration or even any mention or any concern moreover of the storage or handling of the explosive materials or accelerant materials at this facility. I don't have the answer for it. Mr. Dick indicated that the particular kennel is going to be well away from property lines, well away from the buildings, but it just seems to me that based on my experience that there was a great void in consideration for this matter. Member Gordon stated the following: with the Chair's indulgence, may I invite Mr. Dick to perhaps respond to that, perhaps in just a little more detail. Mr. Dick stated the following: I did speak with Member Kalapp prior to this meeting and there was no clarification that there would be explosives stored on the site. On this property, larger property there is a larger facility where they do handle explosives with regards to hardening of basic materials by John Donovan. Again, there was no discussion of hazardous waste storage on this site. There was clarification that the operators of this facility have training in this type of use. There was, as you noted in the findings, a limit as to how many dogs would be allowed to be trained at any one time and there was also pointed out that other peoples' dogs would not be boarded at this site and then, as Member Kalapp also mentioned, the facility is over 200 feet from the public road and more than 800 feet from any other property lines. Other than that, I don't have any more to add. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: our General Report can be found on pages 113-122.

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

**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
<b>TOTALS:</b>		<b>\$ 89,695</b>	<b>\$55,770</b>	<b>\$145,465</b>

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.

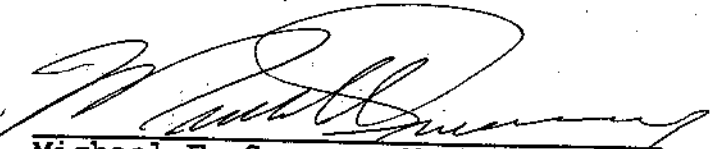
Adopted by the County Board of McLean County this 17<sup>th</sup> day of February, 2004.

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

A Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the a Communicable Disease Program associated with a Grant from the Illinois Department of Public Health to be used for Bioterrorism Preparedness Activities.

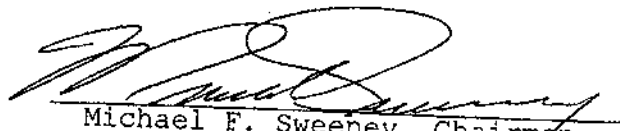
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Increase	0107-0061	0062	0515-0011	.53	10.0	.00	.45


This Amendment shall become effective and be in full force immediately upon adoption.

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

APPROVED

  
 Michael F. Sweeney, Chairman  
 McLean County Board

ATTEST:

  
 Peggy Ann Milton, Clerk of McLean County  
 Board of the County of McLean  
adm\budg\04FTEBioterroris

Members Sorensen/Renner moved the County Board approve Requests for Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Annual Appropriation and Budget Ordinance for Fund 0107 and 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AMENDING CHAPTER 21 OF THE MCLEAN COUNTY CODE  
ANIMALS

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the supervision of Animal Control; and

WHEREAS, the McLean County Board of Health has recommended on March 01, 2004, that registration fees be increased and clarifications be made to the Ordinance, and

WHEREAS, the Finance Committee at their February 3, 2004, meeting has concurred with such recommendations, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 21 by and hereby is amended to read as follows:

21.53 RECLAMATION FEES. The following fees for reclamation of an animal shall be paid before an animal is released:

\$30.00 For owner reclamation of the animal; and

\$10.00 Additional boarding charge for each day or part of a day the animal is impounded; and,

\$8.00 Additionally, for a rabies vaccination deposit if an impounded dog has not been currently vaccinated; and,

\$9.00 Additionally, if a dog is not currently registered in McLean County; and,

\$40.00 Additionally, for a Microchipping Deposit; and,

\$20.00 Additionally, per occurrence, for each prior incident of impoundment of any animal owned by a person owning, or having owned, any animals impounded two (2) or more times during a calendar year.

21.55 ADOPTION FEES. The following fees for an animal shall be paid before the animal is released:

	Dogs	Cats	Dogs	Cats
Boarding	\$ 10.00	\$10.00	\$ 10.00	\$10.00
Registration	\$ 9.00	-----	\$ 9.00	-----
Vaccination Deposit	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Neuter Deposit	\$35.00	\$35.00	\$ 35.00	\$35.00
Microchipping Deposit			<u>\$ 40.00</u>	<u>\$40.00</u>
Total Fee	\$62.00	\$53.00	\$102.00	\$93.00


This amendment shall become effective and in full force on March 1, 2004.  
Adopted by the County Board of the County of McLean, Illinois, this      day of  
2004.



**Health Department**

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: January 28, 2004

Re: Animal Control Ordinance Amendment and Bioterrorism Grant Amendment

Please find attached information for action items for the McLean County Board Finance Committee meeting of February 3, 2004.

**Amendment to Chapter 21 of the McLean County Code – Animals**

Several amendments were made to the Illinois Animal Control Act by the Illinois General Assembly in 2003. Among them was the requirement that all dogs and cats released from or adopted from animal control facilities (known in the Act as "pounds.") must be accompanied by an agreement, from the person adopting or redeeming the animal, that it will be microchipped. Failure to do so, according to the Act, "...shall result in seizure and impoundment of the animal ...and any monies collected." In compliance with another provision of the Act, the McLean County Animal Control Center, for several decades, has collected a \$35 deposit, payable to veterinarians, upon submission of a voucher that certifies that the animal has been spayed or neutered. The proposed revision similarly requires a \$40 deposit payable to a veterinarian upon proof that the animal has been microchipped. Costs for microchip procedures vary among veterinarians. The deposit is intended to assure compliance with the revised provisions of the Illinois Animal Control Act.

**Budget and FTE Amendments Grant Fund 0107 – Bioterrorism Planning and Response Grant**

Included as items for action are budget and FTE amendments adding \$55,770 to grant fund 0107 to account for additional bioterrorism planning and response grant funds received from the Illinois Department of Public Health for state fiscal year 2004. The precise amount of funding for FY04 was not known at the time of preparation of the McLean County budget for calendar year 2004. Additional funding is utilized to support a .53 Office Support Specialist I position to provide office support for the bioterrorism program. In addition, computer software and hardware is budgeted for to assure continued operation of the network during outages and upgrades to support the IDPH I-NEDSS program. The amendment also includes funding to defray the cost of rent, utilities, and maintenance as well as risk communication materials..

Amendment to Chapter 21 of the McLean County Code – Animals

A revision to the McLean County Ordinance pertaining to animals is necessary based upon the revisions of the Illinois Animal Control Act enacted by the General Assembly that became effective in late 2003. The revision to the law signed by the Governor requires all animals adopted or reclaimed from an animal shelter must be microchipped. This amendment is designed to assure the compliance with the revised statute by requiring a microchip deposit be secured by the County from each individual adopting or reclaiming an animal from the McLean County Animal Control Center. This deposit is then applied to the cost of the microchipping fee from a veterinarian performing the procedure upon submission of the deposit certificate to the McLean County Health Department.

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of an Amendment to Chapter 21 of the McLean County Code – Animals – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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
TOTAL TORT JUDGEMENT/0135		\$1,725.00

CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142

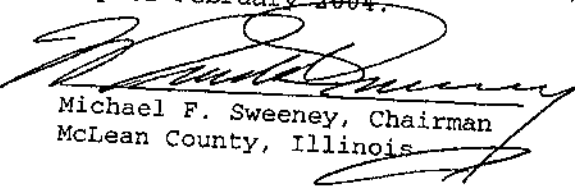
03-0000257	Mid-American Business Systems	\$8,990.76
03-0000295	Retrieval Business Systems	\$7,778.00
03-0000299	Retrieval Business Systems	\$440.68
TOTAL CIRCUIT CLERK COURT DOCUMENT STORAGE/0142		\$17,209.44

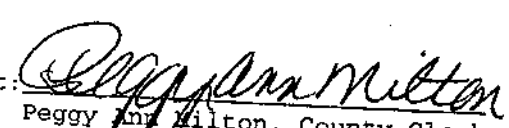
COURT SERVICES/ADULT PROBATION/FUND 0146

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

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

Members Sorensen/Berglund moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Annual Budget and Appropriation Ordinance – County Auditor's Office. Member Sorensen stated the following: this is an annual housekeeping activity where we move purchase orders that were unpaid in the previous budget year into the current budget year. In this case, we are moving about \$546,000 worth of purchase orders and unpaid bills into the current year to be processed in 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**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:

<b>FROM:</b>	Working Cash Fund 0002	<u>\$742,423.00</u>
<b>TO:</b>	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.

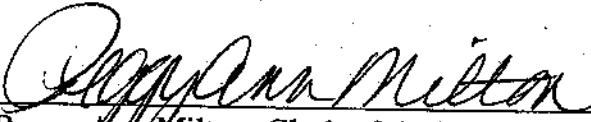
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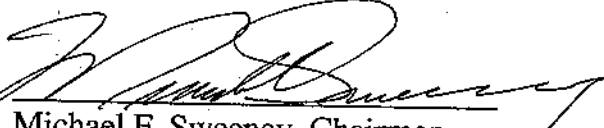
**BE IT FURTHER RESOLVED** that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

**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:

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

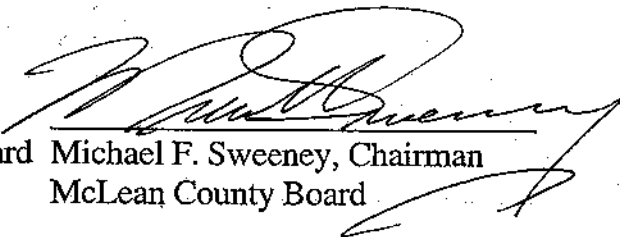
**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**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:

<b>FROM:</b>	Health Department Fund 0112	<u>\$93,402.00</u>
<b>TO:</b>	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.

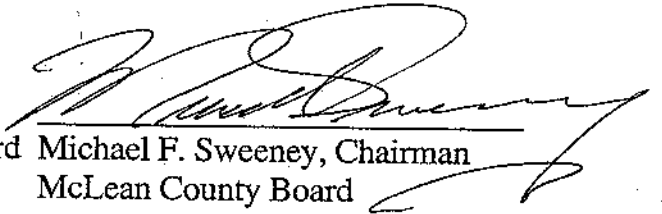
**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**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:

<b>FROM:</b>	Bridge Matching Fund 0121	<u>\$679,985.00</u>
<b>TO:</b>	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.

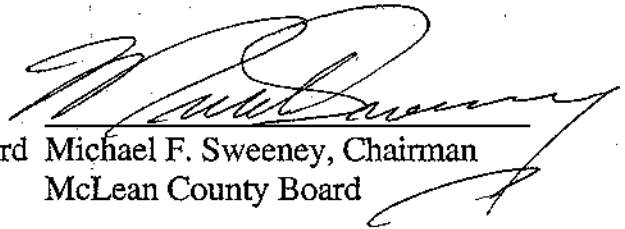
**ADOPTED** by the County Board of McLean County, Illinois this 17th day of February, 2004.

**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		EST. BALANCE AS OF 5/31/04		
	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
General Fund 0001	2,417,546	7,628,182	7,781,766	10,199,312	9,664,926	9,858,225	341,087
Sub-Total	2,417,546	7,628,182	7,781,766	10,199,312	9,664,926	9,858,225	341,087
Persons Devel. Disabilities Fund 0110	78,558	90,597	92,400	170,958	108,142	264,360	(93,402)
TB Care & Treatment Fund 0111	153,643	49,147	46,835	199,478	76,285	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	3,018,274	234,228	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	327,977	318,600	496,096	726,238	740,763	(244,667)
IMRF Fund 0131	265,488	218,617	274,500	539,998	516,249	526,574	13,424
Tort Judgment Fund 0135	(960,012)	308,202	325,800	(634,212)	789,972	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 Indemnity Fund	742,423						
TOTAL AVAILABLE	101,503						
	9,075,565						

Members Sorensen/Renner moved the County Board approve Fiscal Year 2004 Interfund Borrowing Requirements:

- (1) January 1, 2004 - May 31, 2004 – County Administrator's Office Members moved the County Board approve a Request for Approval of a Resolution Transferring Monies from the Working Cash Fund 0002 to the Tort Judgement Fund 0135
- (2) Members moved the County Board approve a Request for Approval of an Ordinance Transferring Monies from the County General Fund 0001 to the FICA/Social Security Fund 0130
- (3) Request Approval of an Ordinance Transferring monies from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110
- (4) Request Approval of an Ordinance Transferring monies from the Bridge Matching Fund 0121 to the Tort Judgement Fund 0135

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

Member Sorensen, Chairman, presented the following:

### AMENDMENT TO CONTRACT

These is an amendment to a Contract entered into as of January \_\_\_\_, 2004 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", acting by and for its Veterans' Assistance Commission, hereinafter known as "the Commission," and Sammy J. Ferrara, hereinafter known as, "the Contractor":

All terms and conditions of said contract shall remain in force and effect as provided, except:

1. Work performed shall not exceed thirty-seven and one-half (37.5) hours per week effective from January 5, 2004 through February 27, 2004, and work performed shall not exceed thirty (30) hours per week from February 28, 2004 through the end of contract period.
2. Total hours worked under this contract shall not exceed 429 hours.
3. The contract shall terminate on April 5, 2004.

IN WITNESS THEREOF, the parties have affixed their respective signature on the 17<sup>th</sup> day of February 17, 2004.

APPROVED:

\_\_\_\_\_  
Sammy J. Ferrara  
Contractor

\_\_\_\_\_  
Clayton James  
Chair, Veterans' Assistance Commission

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

ATTEST:

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

Members Sorensen/Rackauskas moved the County Board approve a Request for Approval of an Amendment to a Professional Service Contract with Sammy J. Ferrara – Veterans' Assistance Commission. Clerk Milton, shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

February 12, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Risk Manager to approve the Fiscal Year 2004 Self-Insurance Risk Management Program for McLean County as summarized in the following Attachment.

Your FINANCE COMMITTEE herewith further recommends approval of the recommendation received from the Risk Manager to approve an Agreement for Insurance Brokerage Services between Insurance Risk Managers/Accordia and McLean County.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Ston Haseltan Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Boss Sonny Rodgers	District #7 RA, "Sue" Berglund Bette Rockauskas	District #9 Chris Kalapp Cathy Ahart
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 Geo Sardon Davi elzer	District #8 Paul R. Segobiano Tori Renner	District #10 Benjamin J. Owens Bob Nuckolls

**REVISED PROPOSAL @ FEBRUARY 4, 2004**

**TABLE A: PROGRAM DESCRIPTION - FY 2004  
COVERAGES/SERVICES**

<b>A. Coverages:</b>	<b>DESCRIPTION</b>	<b>FY 2004 BUDGET</b>	<b>Proposed FY 2004*</b>	<b>FY 2003 (NET)*</b>	<b>% Change</b>
1. Excess Workers Comp. Ins: MIDWEST EMPLOYERS CASUALTY	Statutory ;SIR: \$400,000 EL Limits: \$ 2 Million; Agg: \$ 2 M	\$ 60,000	\$ 57,539	\$ 47,382	21%
2. Property Insurance/Inland Marine: HARTFORD INSURANCE CO.	61 Million Bikt limits;Ded-\$ 10,000 \$5 M Flood;\$10 M Quake; Ded: \$ 50,000	\$ 75,000	\$ 53,434 \$ 52,856	\$ 38,462	39%
3. Boiler & Machinery: CINCINNATI INSURANCE CO.	Limits: Unlimited; Ded: \$ 10,000	INCLD	\$ 5,146	\$ 5,146	0%
4. Theft/Bond Insurance: Zurich Insurance Company	Limits:\$ 500,000; ; Ded: \$ 5,000	\$ 6,000	\$ 3,500	3,742.00	-6%
5. Excess Liability** : STATES SELF-INSURED RRG	Limits: \$15 million excess of \$250,000	\$ 210,000	\$ 167,316	160,261.20	4%
6. Nursing Home Liability Insurance**: Health Cap	Limits: \$ 1 M occ/\$3 Magg; Ded- \$50,000 Excess: \$ 1 M occ/\$3 M Agg; Ded \$100,000	Incl in (5).	\$ 103,559	\$ -	N/A
<b>B. Brokerage Fees***:</b>		\$ 6,000	\$ 32,000	\$ 29,408	9%
<b>C. Claims Administration:</b> CANNON-COCHRAN MSI Danville, IL	Administration of Workers' Compensation claims.	\$ 20,000	\$ 16,868	\$ 17,368	-3%
<b>TOTAL:</b>		<b>377,000</b>	<b>396,500</b>	<b>301,769</b>	<b>31%</b>
<b>D. Outside Counsel:</b>	<b>Projected - Budget</b>		<b>#REF!</b> \$ 61,784		<b>45.40%</b>
<b>COSTIGAN &amp; WOLLRAB, P.C.</b> Bloomington, IL	Partner: \$ 100/hr				
<b>HEYL, ROYSTER, VOELKER &amp; ALLEN</b> Peoria, IL	Partner: \$ 125/hr				

**NOTES:**

\*All premiums are net of commissions;

\*\* Pending final quotes from other options.

\*\*\* Budgetted monies for Consultants/Contractual Services to be made available

## **AGREEMENT FOR INSURANCE BROKERAGE SERVICES**

**This Agreement made and entered into this February 17, 2004 , by and between Insurance Risk Managers/Accordia (hereinafter know as "Agent") and the County of McLean (hereinafter known as "County".)**

This agreement is made with regard to the following recitals:

- A. The County has determined that the Agent should continued to be retained as the Broker of Record for insurance brokerage services for the period commencing February 18, 2003 and ending March 1, 2004 for desired brokerage services for its property and casualty insurance coverages;
- B. Agent has been selected by the County as its Agent of Record.
- C. Agent will be compensated on a fee based as stipulated in Exhibit I.

**Now, therefore, in consideration of this agreement, and the mutual promises, covenants, and stipulation hereinafter contained, the parties agree as follows:**

### **1. TERM**

The term of this Agreement shall be for the period of March 1, 2004 to March 1, 2005, unless earlier terminated as provided in paragraph 4 herein.

### **2. BROKERAGE SERVICES TO BE PROVIDED**

Services to be provided by the Agent in this Agreement includes the following:

#### **2.1 Usual and Customary Brokerage Services**

2.1.1 Consultation and coordination of activities in the acquisition, enhancement and maintenance of the risk management and insurance program of the County, and as liaison between County and the underwriters.

2.1.2 Administration of insurance programs to ensure the timely issuance and accuracy of policies, endorsements, and other coverage amendments.

2.1.3 Consultation and coordination of all claim reporting activities to the insurance companies and assistance in the settlement and /or processing of claims until all claim matters under the policies or binds are resolved.

2.1.4 Maintenance of current records on reported claims and production of a claim summary not less than annually subject to the availability of internal loss records of the County and the underwriters.

2.1.5 Consultation on loss control, inspection and prevention activities. These consultation services are considered to be the type that normally are included within the scope of routine insurance broker servicing. Additional services requested by the County are mentioned in paragraph 2.2.

2.1.6 Participation in meetings with insurance companies and the County to review insurance coverages.

2.1.7 Preparation of all necessary support documents, such as automobile ID cards, filings and/or certificates of insurance, in compliance with local statutes or provisions provided within this agreement.

2.1.8 Consultation and advice on all relevant changes/trends in the insurance industry to keep the County personnel current with market conditions and insurance coverages affecting the County.

2.1.9 Preparation of premium and loss development forecasts as requested.

2.1.10 Deliver to the County on or before July 1, a statement of the industry rating and report of financial status of insurance companies providing coverage to the County.

2.1.11 Provide the County on or before July 1, a report reviewing and developing premiums indications for coverages, based on market trends, for the County's next fiscal year.

2.1.12 Upon consultation with the County, provide alternative proposals from prospective carriers for coverage for the next coverage period.

2.1.13 Other usual and customary insurance consulting services as mutually agreed upon.

## **2.2 ADDITIONAL SERVICES**

Services described in this section include special services or those not within the scope of routine insurance brokerage services. Examples of additional services include special study projects, significant changes in an insurance program requiring extensive marketing activities.

Agent agrees that in each such case to notify the County whether it has the expertise within its staff or whether outside specialists are recommended. The County may then either request the Agent to develop a list of outside specialists for the County to interview or the County may request the Agent to do so and make specific recommendations to the County.

## **3. COMPENSATION**

3.1 In consideration of the brokerage services to be provided hereunder, Agent will be compensated on a fee basis as provided in Exhibit I. Statement of Acceptance of Insurance Service Fee Agreement.

3.2 At the request of the County, the Agent shall disclose the commissions earned on the accounts.

## **4. TERMINATION**



4.1 This Agreement may be terminated by either party upon written notice to the other party, provided such notice specifies an effective date for termination of not less than thirty (30) days from the date of such notice.

4.2 As of the termination date, the Agent shall have no further obligation to perform any of the brokerage services set forth in this Agreement or to provide any servicing with respect to any of the County's insurance coverages, with the exception of the continued coordination of claims activities for claims reported or filed while this agreement is in force.

4.3 The Agent shall also return to the County the originals or file copies, if originals are not available, of all documents and materials supplied by the County upon request by the County.

4.4 Agent shall continue to administer, coordinate the claims activity for any reported or filed claims within the coverage periods of insurance policies procured within the duration of this agreement until such claims are resolved.

## 5 DISCLOSURE, NON-DISCLOSURE AND NOTICES

5.1 During the term of this Agreement or upon termination of this Agreement, the Agent hereby agrees for itself and on behalf of its officers, agents, attorneys and all others acting on its behalf or in its employ:

- (i) to hold in strict confidence and not disclose any "confidential information" furnished by or on behalf of the County;
- (ii) not to use any such information for any purpose other than the management of and the placement of the County's insurance coverages;
- (iii) to return any and all such information (including all copies) upon request by the County. "Confidential information" means all information regarding the County, including information on its operations, assets, and projected future economic performance and prospects, other than information which has already been disclosed to the public, and
- (iv) to disclose to the County on or before June 1 of each year the total amount of contingency fees received by the Agent during the prior calendar year on the the County's insured coverages.

5.2 All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified mail, return receipt requested, to the following addresses:

**If to the Agent**

Wally McColloch, Sr. Vice President  
Accordia/IRM  
205 Landmark Drive  
Normal, IL 61761-0968

**If to the County**

Jennifer Ho, Risk Manager  
McLean County  
104 West Front St  
Bloomington, IL 61702-2400

or such other addresses as the parties may, from time to time, specify in writing.

## **6. INTEREST OF AGENT**

Agent warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Agent warrants that, in performance of this Agreement, Agent shall not employ any person having such interest.

## **7. INDEPENDENT CONTRACTOR**

7.1 All acts of Agent, its agents, officers, and employees and all others acting on behalf of Agent relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of the County. Agent, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County, save and except to bind insurance coverage for the County in its Agent's capacity as an independent contractor. Agent has no authority or responsibility to exercise any rights or power vested in the County. No Agent, officer, or employee of the County is to be considered an employee of Agent. It is understood by both Agent and the County that this Agreement shall not under any circumstances be construed or considered to create any employer-employee relationship or joint venture.

7.2 Agent shall determine the method, details and means of performing the work and services to be provided by Agent under this Agreement. Agent shall be responsible to the County only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of the Agent in fulfillment of this Agreement. Agent has control over the manner and means of performing the services under this Agreement. Agent is permitted to provide service to others during the period service is provided to the County under this Agreement.

7.3 The County shall reserve the right to inspect the Agent's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

## **8. HOLD- HARMLESS AND INDEMNIFICATION PROVISION**

As an independent contractor, Agent hereby indemnifies and holds the County harmless from any and all claims that may be made against the County arising out of or in any way connected with the performance of work by Agent, or the Agents' representatives in conjunction with this Agreement.

## **9. INSURANCE REQUIREMENTS**

9.1 The Agent shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of Illinois and shall provide evidence of such insurance to the County as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies.

9.1.1 **Worker's Compensation** – in compliance with the statutes of the State of Illinois, plus employer's liability with a minimum limit of liability of \$500,000.

9.1.2 **General Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability.

9.1.3 **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall cover any automobile for bodily injury and property damage.

9.1.4 **Professional Errors and Omissions** insurance with a minimum limit of \$ 1,000,000 per occurrence.

Upon failure of the Agent to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared, suspended, or terminated. Failure of the Agent to obtain and/or maintain any required insurance shall not relieve the Agent from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Agent concerning indemnification.

## 10. GENERAL PROVISIONS

10.1 Neither this Agreement nor any rights thereunder shall be assigned by either party, including any assignment by operation of law, without the prior written consent of the other party first having been obtained.

10.2 No waiver, amendment or modification of any covenant, condition, limitation or provision herein contained shall be valid unless in writing and duly executed by both parties.

10.3 It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which provisions shall remain in full force and effect; it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision valid, then the provision shall have the meaning which renders the provision valid.

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

10.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this paragraph shall be construed to permit any attempted assignment which would be in violation of any other provision of this Agreement.

10.6 This Agreement constitutes the entire agreement between the parties and supercedes all proposals, prior discussions and representations, oral or written, between the parties relating to this Agreement or any services to be provided to the County. No representation or statement expressly contained in this Agreement shall be relied upon or be binding upon the parties.

10.7 Agent shall pay all current and applicable, city, county, state and Federal taxes, licenses as required by law.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**the County**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**the Agent**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

# SERVICE FEE EXPLANATION

In accordance with Illinois Insurance Code, a service fee must be agreed upon in writing by the party to be charged. Therefore, please acknowledge by signing the Statement of Acceptance below.

\*\*\*\*\*

## STATEMENT OF ACCEPTANCE INSURANCE SERVICE FEE AGREEMENT

This service fee agreement is made this 1ST day of MARCH

2004, between Acordia, hereinafter called "agent" and

COUNTY OF MCLEAN

(a Corporation, Sole Proprietor, Partnership)

hereinafter called "client."

1. This service fee agreement will apply to types of insurance and/or services as checked below:

- |   |  |
|---|--|
| <input type="checkbox"/> Package                                  | <input type="checkbox"/> Automobile                      |
| <input checked="" type="checkbox"/> Property                      | <input type="checkbox"/> Umbrella                        |
| <input checked="" type="checkbox"/> General Liability             | <input checked="" type="checkbox"/> Workers Compensation |
| <input checked="" type="checkbox"/> Other <u>CRIME AND BOILER</u> |  |

2. Client agrees to remit the sum of \$32,000.00 as a service fee, payable as follows:

Quarterly Installments of \$8,000.00 (payable 3/1/04, 6/1/04, 9/1/04 and 12/1/04)

Installment  
Downpayment due \_\_\_\_\_ in the amount of \$ \_\_\_\_\_,  
plus \_\_\_\_\_ equal installments due the \_\_\_\_\_ of each  
succeeding month in the amount of \$ \_\_\_\_\_ each.


3. Client understands and agrees that the service fee payable under this agreement is in addition to premiums to be paid on policies to the insurance companies involved.

4. Client acknowledges that in the event coverage is cancelled, the service fee charge is immediately earned.

COUNTY OF MCLEAN \_\_\_\_\_

ACORDIA \_\_\_\_\_

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

By:   
G.W. McCulloch, Agent

Members Sorensen/Nuckolls moved the County Board approve Requests for Approval of the Fiscal Year 2004 Insurance Program and an Extension Agreement for Insurance Brokerage Services – Risk Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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 County 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:

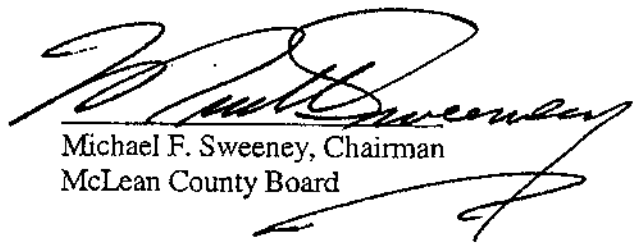
- (1) That the County Recorder is hereby directed to notify, no later than March 1, 2004, all parties that have credit agreements with the County Recorder that such agreements will be terminated as soon as allowed by the terms of said agreements.
- (2) That the County Recorder is hereby directed to issue 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 Board 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

c:\john\ccobd\res\_recordercredit\_feb10.doc  
02/17/2004

Members Sorensen/Moss moved the County Board approve a Request for Approval of a Resolution Rescinding Credit Agreements in the Office of the County Recorder.

Member Owens stated the following: in reading the minutes, they are trying to collect funds that are outstanding but it doesn't say what avenue will be used for collection. Will the Recorder collect those funds or will that be sent to the State's Attorney for collection?

Member Sorensen stated the following: the intent is that these funds would be collected consistent with current practices, which is collection within the Recorder's office. Once a debt becomes a bad debt or uncollectable, we would turn it over to some combination of the Treasurer's office and the State's Attorney's office to deal with.

Member Owens asked the following: what time frame are they looking at for collecting these funds?

Member Sorensen stated the following: I think that depends on the definition of uncollectable. In the case of State agencies, we don't ever regard those as uncollectable. They will pay someday. I think in some of the other cases it will be dealt with almost on a case by case basis, probably with the advice and consent of the State's Attorney's office.

Member Segobiano stated the following: I wish this resolution were a little more explicit for my sake and perhaps for some other Members of the Board. I really don't think this spells out exactly what the cause of this is. I did read the minutes of the special meeting and I can't help but look at the last paragraphs on page 162 that say "this has been in the outside auditor's report for several years" and all of a sudden it seems like it has gotten a lot of press. In my opinion, and I have been on this Board for a long time, if it's been in the outside auditor's report for several years, then the blame lies right here with all 20 of us. It should have been handled in the first year as many cases are with the outside auditor's reports. But, it just went on and on. If you look at the final analysis of the meeting, we are not talking about money being taken, money misappropriated. I met with our County Administrator and asked him if there is any money missing because in the past two years we have had other departments that have had money stolen that haven't gotten as much publicity as this issue has. His answer to me was no, there is no money missing. It is a matter of reconciling the accounts. I met with the Department Head and I simply said to her, stubbornness is not a crime, but it can get you into a lot of trouble. She had to be dragged into the 21<sup>st</sup> century. I understand now that the software is in place and we can reconcile these accounts, but if you look at what we are talking about, we spent time, effort, and energy debating when the account was \$22.00 short and the total amount turns out to be \$10,000.00. I think if you look at those accounts in that \$10,000.00 accumulation, we have government entities like the IRS. All these accounts are not bad accounts. In fact, we have a Member of this Board who is on that list of accounts. I don't think they are all bad accounts but I don't think we need to take this drastic of action. My intention today was to send this back to Committee and bring a hard proposal to us in written form, in a resolution that tells us exactly what we are going to do. If you look at the minutes, we are talking about 30, 60, and 90 days. Nothing prevents these companies who owe us from running up huge accounts in the next 30 days, then owing us and giving them 60 days and maybe 90 days until we take action. I think the Committee needs to come back with a hard and fast resolution that, step by step, points out what we are going to do. I will listen to other debate before I rise and make a motion.

Member Renner stated the following: I haven't been on the Finance Committee this year but maybe Chairman Sorensen can answer this. My understanding was that in previous years we were talking about very substantial sums of money. I thought it was in the \$100,000.00 to \$200,000.00 range.

Member Sorensen stated the following: I appreciate the conversation on this topic. To get to Member Renner's question first, yes,

that is correct. The discrepancies between the Recorder's accounting system and the general ledger for the County have varied dramatically over the last several years. The largest number I am aware of was 2002 that showed a discrepancy of \$118,000.00. The numbers vary, sometimes numbers to the good side and sometimes numbers to the bad side in the past years. To address specific statements made by Member Segobiano, I don't think you have ever heard the Finance Committee say that we are talking about missing money, although prior to 2001 you probably would have had the Finance Committee also say we're not talking about missing money. We discovered the hard way that, in fact, lack of internal controls in the Recorder's office did create an opportunity for money to be stolen. We know that for a fact. It is impossible for anyone to say without accurate reconciliation of all of the accounts on a frequent basis that there is no money missing. We all want to believe that there isn't. We all assume that there isn't but it is impossible to say with absolute certainty that that is true. The report with the \$22.00 discrepancy that was presented to the Finance Committee last week was in fact not a reconciled report. It was a report from the Recorder's system where they simply took an adding tape and added up the numbers from within the report to make sure that they could come up with the same ending number that the report came to and it balanced to itself. It is not reconciled to anything else. At the time that the Recorder reported to the Finance Committee, the total accounts receivable for her office were only \$10,740.00. The general ledger reported that the total of the uncollected charges in the Recorder's office was over \$40,000.00. So there is in fact a discrepancy between the Recorder's office and the general ledger by \$30,000.00 plus. We assume there are good reasons for that. We assume that it is some combination of human error, mechanical error, whatever it is -- but the bottom line is, they are errors. There are errors because they are not caught and corrected. That procedural accuracy within the office is flawed and in fact there is no best business practice being employed there to make sure that these things don't happen. We aren't talking about \$10,000.00. We are talking about the difference between \$10,000.00 and \$40,000.00. We don't know for sure where it is. We think we have good ideas. This is not about good accounts. It is extremely unfortunate that the good customers of the Recorder's office and the good business people of McLean County are in the middle of this. This isn't about their ability to pay or their willingness to pay; it is about our inability to keep good track of it. I agree that it is the responsibility of this Board that granted this responsibility to this Recorder to do this work. For the past ten plus years we have not done our jobs and that includes the time that I have been on the Finance Committee, that Chairman Sweeney was on the Finance Committee, and the time that you were on the Finance Committee, Mr. Segobiano. This Board hasn't done our job. In the last 18 months, this is not a three month thing, in the last 18 months to two years the Finance Committee decided we can't continue to look the other way on this issue, just because we all like Ms. Weber. We all do. We think she is a great lady, but we can't continue to look the other way when it comes to matters of accounting integrity within the office. Member Owens stated the following: people always say that you should run government like business. I am in business and if I have people who don't pay on time it doesn't mean that I will say everyone has to pay at the time of service. If I did that, I wouldn't have State Farm as an account or County Companies' business. I wouldn't have a lot of these companies' business because there are some times that they can't pay at the time of service. In looking at the Recorder's office, some of these title companies have to come in to have copies made. They have nine documents and that is



\$.90. It is a waste of time to try to cut a check for \$.90. Basically what I would like to see is that we stop extending credit to people that owe us money, send it to the State's Attorney for collection, and allow those people that have continued to pay on account to continue. I talked to the Administrator on Friday and he informed me that on this upcoming Friday, the Recording staff, Mr. Nelson, the outside auditor, and also by teleconference, Cott, will all meet together because they are going to see what needs to be done. Again, that's why I would like to see this go back to Committee to see what happens at that meeting. I don't think we should penalize the people that are paying just because a few people aren't paying. Member O'Connor stated the following: I am wondering if there is currently a policy on how to collect bad debts and if there is a definition in this policy of what constitutes a bad debt. Member Sorensen stated the following: first of all in regards to bad debt, the current agreements do specifically detail that accounts are current for 30 days after which time the Recorder will begin to charge interest. The document also says that once an account has passed 30 days, we stop extending credit to the account holder. In both cases, the administration of the credit accounts have been flawed in that a) we have never charged interest for long term receivables and b) we, to the best of my knowledge, have never stopped extending credit even if somebody is late. To get at Member Owens' question, this isn't about the customers. You're in business, Ben, and if you had an accounts receivable clerk who couldn't collect correctly, who couldn't book things in your accounting system correctly, you're right you probably wouldn't stop having accounts receivables, you'd take that person and put them into another job or you would get rid of them. Unfortunately, this Board doesn't have that option in terms of fixing this problem so we have no choice but to get out of the credit management business. Member Renner stated the following: some of what Chairman Sorensen was suggesting I would like to make a point on. I would like to say that ten years, we've had ten years worth of service here and I think it is time for us to act. I think it is a reasonable, prudent decision for all the reasons that Chairman Sorensen has suggested. Again, we are not talking about \$22.00, we are talking about a pattern over many years and we've got to act now. We as the government may operate very slowly but I think now is the time for us to cut bait. I speak very strongly in favor of this motion. Member Selzer stated the following: I am going to totally agree with Members Segobiano and Owens. But, here is my challenge: come sit at a Finance Committee meeting and tell us who is delinquent. That is the problem. We received a report of the accounts and they don't even have a date as to when the services were rendered. We've been asking which accounts are delinquent and how many days past due and there is not a report, whether manual, paper, on a napkin, or automated that says this account is current, or this account is 60/90/120 day money. There were receipts on there that we found based on some file numbers, from 2002 and those are government agencies. I want to point out, based on a reference made earlier, we can't collect the government agencies and we must extend credit to government agencies like the IRS. That is part of code. We don't have an option there. That doesn't change. None of us wanted to vote to do away with this agreement but if somebody could tell us the accounts are current that would make a huge difference, but we can't. We look at the report the Recorder gives us that says there is \$10,000.00 outstanding and the general ledger says there is \$40,000.00 outstanding and I am not willing to say, that's okay let's give them credit. Where's that other \$30,000.00 that the general ledger says is owed to us? It is a

fair question and it is not about penalizing those people, but unfortunately, they are a byproduct of this. Waiting any longer, to me, is just ridiculous. Six months has been long enough. Eighteen months, ten years at what point do you say, what the heck just let it happen forever? All we've asked for and all we continue to ask for is those reports. If you look at the last six months of meetings, we couldn't be more clear. I would also encourage all Members to take action on this. We've got to do something to take control of this. Member Gordon stated the following: I noted something in the minutes of the Finance Committee meeting. Appearing on page 162, the last few lines of the first full paragraph it is stated there "In summation, Chairman Sorensen stated that he believes that all of the agreements that exist should be terminated, all of the outstanding balances should be collected, and then reconsider if the credit agreements can be reinstated." That idea does not appear to have made it's way into the resolution. Is that something that the Finance Committee may have had in mind and obviously chose, appropriately I think, not to include in the resolution? Is that something that the Finance Committee would see as a possibility, assuming we do approve this, as one of the options to be explored? Member Sorensen stated the following: I think it is safe to say that the Finance Committee agrees that the Recorder has her heart in the right place. This is a good service for businesses in the County to be able to leverage this type of a service in her office. It makes their business process work better. I think in my mind it is not just about zeroing out these accounts, it isn't just about confirming that they are balanced. In my mind, it is about accounting and procedural practices within the office. What I am waiting for is the County Recorder to come to the Finance Committee and say we know exactly where every penny is and where it is supposed to be and this is how we want to move ahead with accounts receivables. Here is our process, our practice, how we are going to reconcile this on a regular basis, and how we are going to know when we've made mistakes because it is unreasonable to think that we never make mistakes. This is how we are going to catch mistakes and this is how we are going to fix them. We are going to wrap a certain discipline around this to make certain that this happens the same way all the time. Member Segobiano stated the following: well I think we've had some discussion here, that perhaps isn't conclude, but all the more reason why, instead of passing this resolution, we should have a resolution that specifically spells out the needs and the wants of this County Board in regard to the Recorder's office. I think we've all had our ears closed, so to speak, if we haven't been out on the street and heard the accusations that there is money missing. That is precisely why I went to the County Administrator and asked him that specific question, to satisfy my mind and talk to people. We've all heard it. All you have to do is pick up the Pantagraph after a Finance Committee meeting and Bob Holliday writes all these figures up. I referred to the \$22.00. I also referred to the \$10,000.00 and you stand up, Mr. Chairman, and say that's not a true figure. It's \$40,000.00. Why weren't we given that information to act on? Now we have a figure here in the minutes and you stand up on the floor of the Board without any written documentation and say no, it's \$40,0000.00. Mr. Selzer's comment about what we need is exactly what we need. Give us a resolution that spells out, exactly what we need from that office. Spell it out. Put it in the resolution, bring it here, and then we can hang our hat on it, not like this resolution that doesn't tell us what we are going to do and how we are going to get there. I can't find argument with what you or Member Selzer said here today, but put it in writing. Put it in writing so that we have a paper trail. Chairman Sweeney stated the following: there are others that have raised

their hands but before we do that I think we need to have Mr. Zeunik clarify some things. Mr. Zeunik stated the following: just to clarify for the record, in my conversations when I have been asked whether or not money is missing from the Recorder's office, my response has been the fact that we don't know if there is money missing in the Recorder's office. At this point in time, we don't suspect that there is money missing, but the issue is the fact that there hasn't been timed reconciliation in the past. The outside auditors have pointed out in the Management Letter, that the Recorder's accounts, the revenue stamps, and the accounts receivable have not been reconciled to the general ledger. Unless there is timely reconciliation, there is no absolute way that you can know with certainty that everything does tie out. The Recorder's office has made substantial progress. They have, with the help of the outside auditor, the Treasurer's office, and the County Auditor's office, been able to reconcile and keep reconciled the revenue turn-ins between their office and the Treasurer's office. That information is prepared and submitted monthly. They have also been able to reconcile the revenue stamps and have been able to keep that reconciled on a monthly basis. The one piece of information that has still not been reconciled is the accounts receivable. As has been mentioned, one of the problems is that the automated system which was purchased does not currently have an accounts receivable module. Anyone who is in business, anyone who has dealt with accounts receivable, would know the kind of information that you would need to have. It doesn't currently exist. The outside auditor, our Information Services Department, and Recorder's office have been working with the vendor and, as of last Tuesday, we still do not have any kind of good reports that will give us a handle on the accounts receivable that are outstanding, the age of those receivables, and how those receivables reconcile or do not reconcile to the County's general ledger. As far as the resolution that appears on page 154 of your agenda packet, that resolution was prepared by the Administrator's office working with the Civil Assistance State's Attorney, based on the direction that was given to us by both the Finance Committee and the First Civil Assistant State's Attorney. The First Civil Assistant State's Attorney recommended to us that any resolution that the Board acts on must be consistent with the contractual agreements that have been entered into by the clients of the Recorder's office, the 53 customers that Member Owens referred to. The language that is in the resolution is there for a reason because we don't want to find ourselves in a situation where we approve a resolution that is direct conflict with the contractual agreement that this Board previously approved in July and September of 1995 and find ourselves at odds with one or more of the clients that are served by the Recorder's office. That is the explanation for the language that is in this resolution and why we haven't added a lot of other things. Member Owens stated the following: I believe this should be sent back to the Finance Committee to see what is revealed at that meeting on Friday and see what could be done. It seems to me that it's the system, which is even more reason why I believe that we should just continue to wait and see what occurs at that meeting. Member Selzer stated the following: I would like to say that I do agree that we need to have specific requests. I also think that the Finance Committee has been extremely fair. I would like to point out that in August or September when we started down this road, we had the State's Attorney sign an agreement that we all voted on. That agreement was with the Recorder to do very specific duties and those duties aren't done. The issue is if we want to put it back in writing, she is in violation of the agreement with the State's Attorney right now because we have not received the aging report we've asked for. That goes to an investigator

down at the State, out of this County, for a criminal investigation. I don't think that is where we need to go but we continue to ask for these reports. If you go back and look at every Finance Committee, the requests could not be more specific as to what we needed and we still need those same things. We continue to ask for the same information that is not provided. The vendor that Member Owens is referring to continues to produce reports that are still not accurate. How many Fridays are we going to wait? I for one am accountable to the citizens of this County for their dollars and there is a discrepancy that exists. Member Cavallini asked the following: how does cutting out the credit to these 53 vendors help us to get the information that we desperately need? Member Sorensen stated the following: actually, I have a couple of things to respond to including Member Cavallini's question. I think that what credit does in the Recorder's office is it adds a level of complexity to an already flawed system. We hope to simplify the office to some extent and make it easier for the Recorder to wrap procedures and processes around what is left. She has made a lot of progress, I will agree with Mr. Zeunik on that. We've made a ton of progress in this office in the last year. It's sad that it required the actions of the Finance Committee over the last year to get to this point. In my mind, taking the credit management piece out of that office simplifies that office from an accounting and procedural prospective. I think that is a good thing right now. The other statement I wanted to make is that I agree and apologize that today was the first day that you as County Board Members heard this number of what the general ledger said the accounts receivable in her office should be. The fact of the matter is, the Finance Committee has been asking and asking for what the Recorder thought the number was from her system for months. We finally heard it last Tuesday, which then gave us the catalyst to try to compare them. This is in fact the first meeting opportunity that we have had to report that number and I did. Member Moss stated the following: I just wanted to quickly say that I agree with Members Sorensen and Selzer in that we have to do something and we need to do it today. To put this resolution off is to endorse the status quo, which is what got us where we are today. Again, how much longer do we have to wait to provide some accountability for that office when it's not provided by the office holder? We still get reports to the Finance Committee that are hand-written. It is 2004 and there are computers in this world today. We still get reports to the Finance Committee that are in the ballpark and don't add up. In our last meeting, we got a report that was in the ballpark and apparently someone in the office thought that was sufficient to present to the Committee. It did not match the report to which it was attached because there was an error, but it was in the ballpark. I believe that is the phrase that was used. That is the kind of accountability that we don't have in the Recorder's office and I think that it's about time that we took some action like we are doing today to provide some accountability to the people of the County. Again, to put this off is to endorse the status quo and I will not do that. Member Berglund stated the following: I just wanted to add to what the rest of the Finance Committee has had to say and I am in total agreement. We have tried very hard to work with the office and if we let it continue, we are not being accountable and it's time that we sit up and are accountable for our actions. Clerk Milton shows the roll call vote on the Resolution as presented as follows: Sorensen-yes, Ahart-yes, Bass-yes, Berglund-yes, Bostic-yes, Cavallini-yes, Dean-yes, Gordon-yes, Harding-yes, Kalapp-yes, Moss-yes, Nuckolls-yes, O'Connor-yes, Owens-no, Rackauskas-yes, Renner-yes, Segobiano-no, Selzer-yes. Motion carried sixteen votes in favor and two against the motion.

Member Sorensen, Chairman, presented the following:

## 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.

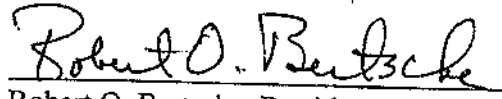
15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

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.

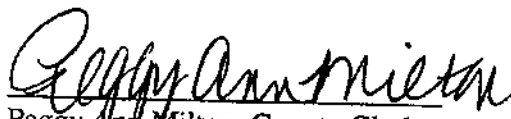
**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

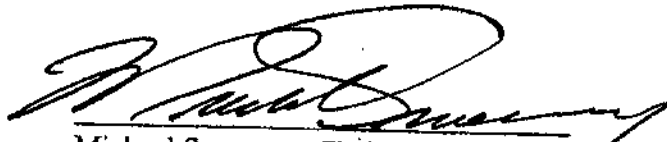
**MEADOWS MENNONITE HOME (SHOWBUS)**  
Lessee

  
Robert O. Bertsche, President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael Sweeney, Chairman  
McLean County Board

Members Sorensen/Bostic moved the County Board approve a Request for Approval of an Updated Lease Agreement with SHOWBUS for Vehicles – Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
MCLEAN COUNTY BOARD  
AND  
MCLEAN COUNTY SHERIFF  
AND  
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
REPRESENTING  
F.O.P. LODGE NO. 176

January 1, 2004 through December 31, 2006

e:ed/unions/fop04\_06

F. O. P. C O N T R A C T

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the McLean County Board and the McLean County Sheriff (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing F.O.P. Lodge No. 176 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties here to establish and promote mutual harmonious understanding and relationships between the Employer, its employees, and the Lodge. To promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Lodge as the sole and exclusive Collective Bargaining representative of all of the Merit Deputies recognized by the Merit Commission, except Lieutenants, Chief Deputy and Sheriff, herein referred to as "Officers" for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment. This recognition shall not include Auxiliary Officers and Civilian Personnel.

ARTICLE 3

NON-DISCRIMINATION

Section 1 - Non-Discrimination:

The Employer shall not discriminate against officers, and employment related decisions will be based on qualifications and predicated on performance in a given position without regard to race, color, sex, age, political belief or affiliation, disability, Union activity, or national origin of the Officer.

Section 2 - Use of Masculine Pronoun:

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4

MUTUAL COOPERATION

The Employer and the Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of McLean County, Illinois.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

## ARTICLE 5

### DUES DEDUCTIONS - FAIR SHARE

#### Section 1 - Dues Deduction:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Lodge dues or its equivalent in the amount certified by the Treasurer of the Lodge from the pay of all Officers covered by this Agreement, who, in writing, authorize such deduction. Such money shall be submitted to the Illinois F.O.P. Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Such deduction shall continue in effect until revoked in writing by the employee, or until his termination of employment, or until the termination of employment, or until the termination of this Agreement.

#### Section 2 - Fair Share:

Any present officer who is not a member of the Lodge shall be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.



If the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Lodge has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;

2. The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;

3. The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the officer may have to the fair share fee;

4. The Lodge has complied with the U.S. Supreme Court decision in Hudson v. Chicago Teachers Union.

Section 3 - Hold Harmless:

The Lodge hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

## ARTICLE 6

### MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Sheriff's Department;

2. To determine and change the purpose, composition and function of each of its constituent department, and subdivisions;

3. To set standards for the services to be offered to the public;

4. To direct the officers of the Sheriff's Department including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work when essential in the exercise of non-police power;

7. To contract out work when essential in the exercise of non-police power;

8. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

9. To establish, modify, combine or abolish job positions and classifications;

10. To add, delete or alter methods of operation, equipment or facilities;

11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. To establish, implement and maintain an effective internal control program;

13. To suspend, demote, discharge, or take other disciplinary action against officers for just cause; and

14. To add, delete or alter policies, procedures, rules and regulations, subject to a forty-five (45) day review policy under labor/management conference.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other

Articles of the Agreement.

ARTICLE 7

NO STRIKE

Section 1 - No Strike Commitment:

Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, intentional slow down in work rate, or picket which causes work stoppage, or other concerted refusal to perform duties by an officer or officer group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County government, including the Sheriff's Department. Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, shall refuse to cross any picket line, by whomever established.

Section 2 - Resumption of Operations:

In the event of action prohibited by the Section above, the Lodge immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

ARTICLE 8

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

## ARTICLE 9

### BILL OF RIGHTS

If the investigation or interrogation of a law enforcement officer is likely to result or does result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7, commonly known as the "Peace Officers' Bill of Rights". A law enforcement officer may be relieved of duty prior to the imposition of such punitive measures and then shall receive all ordinary pay and benefits as he would have if he were not charged. Reassignment or shift transfers made for training purposes do not apply.

Nothing in this Article is intended to or should be construed to waive employees right to Union representation during questioning that the employee reasonably believes may lead to discipline. Members of the bargaining unit shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975).



ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1 - Grievance:

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee, the Lodge or Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

The remedies sought by the grievant in the grievance filed shall be exclusive and no additional remedies may be requested or added.

Each step initiated by the Union must bear a time stamp on the grievance to verify the date and time that the action was initiated.

STEP 1: The employee, with a Lodge Representative, and after reducing to writing on a mutually agreed to form (see Appendix A), may take up a grievance with the employee's immediate supervisor within seven (7) calendar days of its occurrence or discovery. The supervisor shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

STEP 2: The Grievance will be referred to the Division Commander and in the Division Commander's absence, the Chief Deputy prior to going to Step 3 subject to the same seven (7) calendar day

time limit.

STEP 3: If not adjusted in Step 2, the grievance shall be presented by the Lodge and the employee to the Sheriff or his designee within seven (7) calendar days following the receipt of the supervisor's answer in Step 2. The Sheriff or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or shift commander and the Lodge Representative within seven (7) calendar days after receipt of the grievance from the Lodge. The Sheriff shall then render a decision based on the information supplied during the meeting, within seven (7) calendar days of the meeting.

STEP 4: If not adjusted in Step 3, the grievance may be presented by the Lodge to the County Administrator within seven (7) calendar days following the receipt of the answer in Step 3. A meeting shall be held within twenty-one (21) calendar days with the County Administrator or his designated representative to discuss the grievance and hopefully come to an equitable solution. The County Administrator or his designee shall then render a decision within seven (7) calendar days of the meeting.

Section 2 - Referral:

1. Grievances, excluding those involving disciplinary time off in excess of thirty (30) days or discharge, may be appealed to Arbitration within fourteen (14) calendar days after the answer in Step 4.

Grievances involving disciplinary time off in excess of thirty(30) days or discharge may only be appealed to the Merit Commission after the answer in Step 3.

Section 3 - Arbitration:

The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two-(2) panels of arbitrators submitted by the Federal Mediation and Conciliation Service. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to the terms of this Agreement or applicable law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties,

whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of the agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the costs of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of a written transcript.

Section 4 - Time Limits:

No Grievance shall be processed unless it is submitted within seven (7) calendar days from the date the employee knew or should have known of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the Lodge Representative involved in each step.

## ARTICLE 11

### LABOR-MANAGEMENT CONFERENCES

The Lodge and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge Representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held. However, if either the Lodge or the Employer refuses to meet within fifteen (15) days, the other party may demand a meeting, within fifteen (15) days. The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees. Said notification is upon a voluntary basis and is non-binding; and
4. Safety issues.

Without the consent of both parties, such Labor-Management Conference will not be held over eight (8) times a year.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor-Management Conferences", Lodge members shall, before leaving their work station, give reasonable notice to, and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members will be allowed time off subject to the approval of the Sheriff or his designee to attend State/National conventions and any other functions relating to F.O.P. labor relations. Said attendance is on a non-paid basis. However, employees may use accumulated vacation time, compensatory time, or personal leave time for such periods.

ARTICLE 12

LAYOFF AND RECALL

Section 1:

In the event of a layoff of Merit Officers covered by this Agreement, the Employer agrees not to hire personnel to perform the duties that only a Peace Officer can perform. A McLean County Peace Officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrest for offenses.

The Employer shall notify the affected employee no less than thirty (30) days in advance of the scheduled layoff.

Section 2:

In the event of layoff, Merit personnel covered by this Agreement will be laid off in reverse order of seniority. The date of seniority will be based on the entrance date into the Merit System.

Section 3:

During a reduction in force, if it becomes necessary to assign an employee to a different job classification or shift, efforts will be made to place such employee in the below listed order:

1. He will displace the least senior employee in the same job classification.

2. If an employee cannot be retained in the same job classification and has sufficient seniority, he will be assigned to

a classification previously held. In being so assigned, he will displace the employee in that classification with the least seniority.

3. If he cannot be placed under 1, and 2 above, he shall be laid off. While on layoff an officer shall continue to accumulate seniority for six (6) months.

Section 4:

When vacancies occur within their job classification, laid off employees shall be recalled in order of seniority. Notice of such recall shall be mailed to the last known address of the laid off employee by certified mail. The employee so notified has two (2) weeks to respond, or his employment status shall be terminated.

The employee's right to recall shall be for a period of two (2) years from the date of his layoff.

Section 5:

For the purpose of this Article, there shall be two (2) job classifications:

1. Deputy Sheriff; and
2. Sergeant.



ARTICLE 13

EMPLOYEE SECURITY

Section 1 - Just Cause Standard:

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause.

The Employer agrees to discipline progressively and correctively based on the severity of the offense.

Section 2 - File Inspection:

The Employer's Personnel Files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer. Inspection of these files shall be during regular business hours, shall not interrupt the normal office duties, and an Administrative Officer shall be present. The officer shall have the right to authorize an F.O.P. representative, on his behalf, to review personnel files and time records if said permission is in written form and the employer received a copy of such written authorization. One (1) working day's notice will be required.

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 3 - Limitations of Use of File Material:

It is agreed that any material and /or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the officer's interests.

The employee shall have the right to provide a written

response to any item in the file.

Section 4 - Use and Destruction of File Material:

Disciplinary investigation files shall be destroyed by the Employer according to the following schedule:

Complaint case files shall be destroyed in accordance with the following schedule, unless the investigation relates to a matter which has been subject to either civil or criminal litigation. In the event of either civil or criminal litigation, the following schedule shall apply upon the conclusion of said litigation from the date of occurrence.

1. Letter of Commendation - Permanent
2. Letter of Caution - one (1) year without misconduct.
3. Written Reprimand - one (1) year without misconduct.
4. Letter of Suspension (3 days or less) - two (2) years without misconduct.
5. Letter of Suspension (4-10 days) - four (4) years without misconduct.
6. Letter of Suspension (10 days or more) - five (5) years without misconduct.
7. All written forms of discipline - not set forth above - One (1) year without misconduct.

Any information of the adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any further proceedings.

ARTICLE 14

INDEMNIFICATION

Section 1 - Employer Responsibility:

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the McLean County Liability insurance limit of \$1 million, whichever is greater.

Section 2 - Legal Representation:

Officers shall have legal representation provided by the Employer and selected by the Employer in any civil cause of action brought against an officer, brought by a civilian resulting from or arising out of the performance of duties, pursuant to law.

Section 3 - Cooperation:

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4 - Applicability:

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 directly above, with the Employer in defense of the action(s) or claim(s).

ARTICLE 15

SENIORITY

Section 1 - Definition of Seniority:

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last entrance to the Merit System unless on an authorized leave of absence.

Section 2 - Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and it shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listings shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits; or
2. Is discharged for just cause; or
3. The employee is laid off for more than two (2) years;  
and/or
4. Off-the-job injury or illness for a period of two (2) years or more after the employee has exhausted all paid leave. The Sheriff or his designee may at his sole discretion extend the two (2) year period.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

Section 3 - Notice to Lodge:

The Employer shall provide the Secretary of the Lodge with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given the Lodge of any changes or modifications made to the list.

ARTICLE 16

F.O.P. REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 - Attendance at Lodge Meetings:

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Lodge shall be permitted reasonable time off, to attend general, board or special meetings of the Lodge, provided that at least two (2) working days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Said attendance will be on an unpaid basis.

Section 2 - Grievance Processing:

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Such time to be recorded using the activity system.

Section 3 - F.O.P. Conference:

Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Lodge and submitted to the Sheriff with at least fourteen (14) working days notice, be given a leave of absence for

the period of time required to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff. Said attendance will be on an unpaid basis.

Section 4 - Lodge Negotiating Team:

Members designated as being on the Lodge negotiation team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay. (If a designated Lodge negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.)

In the event of an emergency call back of personnel, the Sheriff reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 17

DISABLING DEFECTS

Section 1 - Disabling Defects:

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.



ARTICLE 18

BULLETIN BOARDS

The Employer shall provide the Lodge with a bulletin board or, where none is available, designated space on an available bulletin board, upon which the Lodge may post its notices. Only official Lodge notices shall be placed on the bulletin boards.

## ARTICLE 19

### TRAINING

#### Section 1 - General Policy:

The McLean County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees who attend training sessions which result in a workweek in excess of forty (40) hours shall receive one and one-half (1-1/2) hours compensatory time off or pay, at the officer's option, for each hour over forty (40) hours required to be worked because of such required training.

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Basic mandatory training (Police Training Institute) as required by State law shall be excluded from this provision.

The Employer agrees to pay one and one-half (1 1/2) times for one-half (1/2) hour of travel time for Firearms Training. During firearms qualifications and/or training, officers shall be compensated at the rate of overtime in accordance with Article 36, Section 2 - Overtime Payment.

In the event the firearms training site is moved from the current location of Heidleberg or Armory, the parties agree to

conduct a Labor Management Conference to discuss the impact and attempt to reach an agreement as to any changes in travel time. Absent an agreement, the parties agree to maintain one-half (1/2) hour of travel time in accordance with Article 36, Section 2 - Overtime Payment.

None of the above provisions shall result in a reduction of the normal hours in a workday for purposes of pay. This Section applies only to off-duty training of officers.

Section 2 - Access:

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Lodge shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3 - Posting:

Upon receipt of a notice of an acceptable school training program, it will be posted in the Sheriff's Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff, acting in the best interests of the Department.

ARTICLE 20

TUITION REFUND

An employee requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The course must be determined by the Sheriff to be job related, be reasonably approved in advance by him, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule and procedure:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D	NONE

An employee may take up to two (2) courses per semester. The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois.

The minimum funding for tuition refund for each year of this Agreement shall be \$2,000. If, during the calendar year, applications for reimbursements exceed the budgeted amount, reimbursement will be pro-rated by the dollar amounts of legitimate requests by the applicants. Distribution of tuition refunds shall occur at the end of each year to those qualified who are covered by this Agreement.

ARTICLE 21

LEAVES OF ABSENCE

BEREAVEMENT LEAVE

SECTION 1 - DEATH IN THE FAMILY:

The Employer agrees to provide officers leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. In special circumstances at the direction of the Sheriff, two (2) additional days may be allowed.

Section 2 - Definition of Family:

A member of the immediate family shall be defined to be an officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3 - Short Term Military Leave:

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using

their earned vacation time/compensation time.

Section 4 - Education Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

Section 5 - Injury Leave:

An officer who sustains injuries arising out of or in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

Section 6 - Sick Leave:

The current departmental policy on sick leave shall continue during the term of this Agreement. The Employer agrees to bank for the employee any sick leave hours in excess of seven hundred and twenty (720) for purposes of IMRF credit.

ARTICLE 22

DISABILITY INCOME

Any Merit Officer covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld.

This Article shall be covered by the provisions of 5 ILCS 345/1.

ARTICLE 23

MERIT COMMISSION

The Employer shall advise the Lodge in writing of all public meetings of the McLean County Merit Commission and a Lodge Representative may attend the above meetings. The parties agree to adhere to the provisions of 55 ILCS 5/3-8001 et seq.



ARTICLE 24

HOLIDAYS

Section 1 - Designated Holidays:

The Employer agrees that the following days be considered holidays and these holidays shall be recognized on the dates indicated:

New Year's Day  
(January 1)

Martin Luther King Day  
(3rd Monday in January)

President's Day  
(3rd Monday in February)

Police Memorial Day  
(May 15)

Memorial Day  
(May 30)

Independence Day  
(July 4)

Labor Day  
(1st Monday in September)

Veterans' Day  
(November 11)

Thanksgiving Day  
(4th Thursday in November)

Friday after Thanksgiving  
Day (Day after Thanksgiving  
Day)

Christmas Day  
(December 25)

If the Employer adopts a holiday schedule for other employees that exceeds ten holidays, the additional holiday(s) shall apply to this bargaining unit. The additional holiday(s) shall be the same as added for other employees unless otherwise mutually agreed between the Employer and the Union. If the Employer adopts different days as holidays, the Union may elect to change their holidays (above) to those days adopted for other employees, having provided the Employer with adequate written notice of this election.

Section 2 - Compensation for Holidays:

Compensation for the holidays listed above is granted as follows:

1. Employees who are required to work a regular tour of duty (8 hours) on a holiday will be credited with eight (8) hours of compensatory time or eight (8) hours of additional pay at the overtime rate.

2. Employees whose regular day off coincides with an established holiday will be paid for eight (8) hours of straight time pay or eight (8) hours of compensatory time, whichever the employee chooses.

3. Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty (8 hours) on that holiday, will be credited with eight (8) regular hours plus the established overtime rate of pay or compensatory time.

4. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 36 - Hours and Overtime.

5. Detectives, court officers and process servers may elect to take the holiday off with straight time pay or they may elect to work and be paid holiday pay plus one and one half (1 1/2) times the regular rate for all hours worked. This right to elect shall apply to all holidays which fall on the individual officer's scheduled days of work.

ARTICLE 25

MAINTENANCE ALLOWANCE

A monthly contingent expense of \$45.00 per month will be provided to Merit Officers covered by this Agreement.

ARTICLE 26

VACATIONS

Section 1 - Vacation Accrual:

All officers are entitled to vacation time off with pay which shall accrue hourly according to the following schedule:

<u>Years of Service</u>	<u>Projected Annual Days</u>
First through Sixth Year	10 Days - .03847/hr.
Seventh through Fifteenth Year	15 Days - .05769/hr.
Sixteenth Year	16 Days - .06153/hr.
Seventeenth Year	17 Days - .06538/hr.
Eighteenth Year	18 Days - .06923/hr.
Nineteenth Year	19 Days - .07307/hr.
Twentieth Year	20 Days - .07692/hr.
Twenty-First Year	21 Days - .08076/hr.
Twenty-Second Year	22 Days - .08461/hr.

Section 2 - Eligibility for Use:

1. Employees who have completed their probationary period who are hired after October 30, 1989, may schedule a vacation, but may not schedule any more vacation than has accrued to the employee at the time they take it. Accumulation may not exceed one and one-half (1 1/2) times their annual accrual. Probationary employees shall participate in the bid process prior to having actually completed probation. However, no vacation will be utilized until completion of probation.

2. Employees hired before October 30, 1989, may schedule vacation in accordance with Section 26.4 herein in advance of accrual provided they do not end the year with a negative balance. Eligible

vacation days for bidding shall be determined on the first day of the year in accordance with the employee's projected annual accrual.

Section 3 - Liability for Use of Advanced Vacation Leave:

Those officers who terminate their employment with McLean County, or who end the calendar year with a negative vacation balance, shall reimburse the Employer on their next regular paycheck the amount of negative hours at their regular rate of pay in effect on their last day of employment or last day of the calendar year, whichever may apply.

Section 4 - Vacation Bidding:

Bid selection of vacation shall be in seniority order by rank, shift or work assignment (i.e. Court Security, Detective, and Process Server). The most senior officer shall select all vacation times desired of no less than one week's duration. After all officers have so bid, the most senior officers shall then select all vacation time desired of no less than one (1) day's duration. No vacation time selection shall be unreasonably denied. No vacation may be bid by any employee for firearm qualification week. County Fair week will be bid according to this Agreement, unless it becomes the primary responsibility of the McLean County Sheriff's Department, in which case it shall be unavailable for bidding. Vacation time which has been advanced to an officer may not be used for any other purpose.

Bidding selections shall begin on November 15th of each year. Bid schedules will be posted when selection is completed or by January 1st, whichever comes first. Bid weeks of vacation time will

start and end with the officer's regularly scheduled days off. Vacation schedules may be adjusted for emergency situations.

During the year an officer may request to utilize vacation days in one (1) day increments with the approval of the Sheriff or his designee. This practice shall be in accordance with the meeting of minimum staffing levels as set forth by the Sheriff or his designee.

Vacation time may be used in conjunction with illness or disability. Vacation time which has not been accrued by an officer may not be used for any other purposes other than as set forth above.

Section 5 - Vacation Carry:

All officers may carry a maximum of one and one-half (1 1/2) times their annual accrual unless they have attempted to use their excessive hours and through no fault of their own been denied such attempts.

ARTICLE 27

INSURANCE

Section 1 - Health Insurance Plan:

The Employer will make every effort to maintain the present Health Insurance Plan coverage at the present contribution rate. Prior to the implementation of any change in the rates or in the coverage, the Employer will meet and confer with the Lodge, provide documentation in support of the change, and consider alternative suggestions offered by the Lodge. With any rate change, the present proportion of contribution will be maintained. The Lodge shall have the right to impact bargaining over the effects of any change in benefits. Impasses in such bargaining shall be resolved in accordance with 5 ILCS 315/14, as amended. Retired employees shall be allowed to purchase this same health insurance for the same cost, and on the same terms and conditions as active employees, and at the active group rate, as provided by 215 ILCS 5/367h. Any improved or additional Health Insurance Plan benefits adopted by the Employer will be given to employees covered by this Agreement.

Section 2 - Life Insurance:

The Employer will provide a \$10,000.00 group life insurance policy for each full-time officer.

Section 3 - Liability Insurance:

The Employer presently has and will continue to maintain for the term of this contract both personal and vehicle liability insurance policies for the protection of the officers.

ARTICLE 28

EXTRA-DUTY EMPLOYMENT

The Employer authorizes the Merit Officers to use uniforms, leather, and sidearms while working any extra-duty employment that is authorized in advance by the Sheriff. Said authorization does not include the use of a County provided vehicle unless authorized by the Sheriff.



## ARTICLE 29

### GENERAL PROVISIONS

#### Section 1 - Lodge Representatives:

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning pending grievances covered by this Agreement.

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. One (1) working day's notice will be required to obtain said records.

#### Section 2 - Personal Property Damage:

The Employer agrees to repair or replace as necessary an officer's personal property/possessions, if such are damaged or broken during the course of the employee's duties, limited to equipment authorized by the Sheriff. Such incidents must be documented with the officer's immediate supervisor.

#### Section 3 - Disease Exposure:

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty, with a signed physician's recommendation.

Section 4 - Burial Expenses:

The Employer agrees to defray all reasonable and customary funeral burial expenses of any officer of the McLean County Sheriff's Office killed in the line of duty.

Section 5 - County Policies:

Travel and per diem will be treated in accordance with General County Policies.

Section 6 - Residency:

Employees covered by the terms of this Agreement may reside within one (1) hour travel time from the McLean County Sheriff's Department.

Any employee who resides outside the County of McLean shall only receive compensation for travel under the terms of this Agreement from the time the employee enters McLean County at the point nearest their residence.

ARTICLE 30

SHIFT BIDDING

Section 1:

Employees will be able to bid the shift that they will be working according to their seniority in rank based on their date of entry into the merit system. This would remain unchanged for a period of one (1) year when bidding would be repeated. Bidding would take place around the end of each year and new shift would begin around the beginning of each year. Bidding would be done within divisions that a particular employee would be part of.

Section 2:

Employees would be able to change the shift they have bid if the employee has obtained the consent of another employee who would like to switch shifts and if the supervisor and division commander of the shifts involved also consent to the change.

Section 3:

Based upon seniority, employees on the same shift where a vacancy occurs may re-bid for days off on that shift. Vacancy is defined as a known vacancy that is expected to exist for thirty (30) calendar days or more. It is further agreed that any re-bidding as a result of a vacancy must not impact bid vacations detrimentally toward employee(s). Re-bidding will only be permitted if it is on the same shift.

ARTICLE 31

DEPUTY BONDS

The Employer will pay the yearly deputy bond that is required by law.

ARTICLE 32

DESK PAY FOR DEPUTIES

Deputy rank employees who are required to act in the stead of Sergeants for a full shift will receive one (1) hour of extra pay at the overtime rate. Detectives who may be asked to act in the stead of the Detective Commander will receive one (1) hour of extra pay at the overtime rate for each eight (8) hours of such duty.

ARTICLE 33

CLOTHING ALLOWANCE FOR PLAIN CLOTHES OFFICERS

Employees who are plain clothes officers will be given a clothing allowance for the purchase of clothing to be worn during their work at a rate of \$150.00 each six (6) months of the calendar year. Plain clothes officers would also receive leather gear for their duty weapons from the Employer and maintain equipment assigned them.

ARTICLE 34

EQUIPMENT

The Employer will provide unit officers with uniform clothing including long-sleeved shirts, short-sleeved shirts, pants, protective vests, leather gear, badges, name tags, jackets, head gear, ties, and footwear. Personal clothing and items of the employee that are damaged in the line of duty will be repaired or replaced by the Employer. All unit employees will be required to wear the full uniform and keep it dry cleaned as is appropriate. The uniform of the day will be determined by the division commander.

ARTICLE 35

PERSONAL DAYS

Employees will be provided with two (2) personal days per year to be used at the discretion of the deputies. Personal days will be used under circumstances that require the attention of the employee and as much advance notice to the Employer of the need to take a personal day will be given as possible. Management reserves the right to deny requests bases upon public safety or staffing requirements.



ARTICLE 36

HOURS AND OVERTIME

Section 1 - Workday and Workweek:

1. The normal hours of work in effect at the time of execution of this Agreement, which are subject to change, are set out below:

Patrol Division (excluding Court assignments)

7:00 A.M. to 3:00 P.M.  
3:00 P.M. to 11:00 P.M.  
11:00 P.M. to 7:00 A.M.

Detectives and Process Servers  
8:30 A.M. to 4:30 P.M.

At the Sheriff's discretion and bid once per year with the other shifts, the Sheriff may create lap shift(s) that will either be:

6:00 P.M. to 2:00 A.M. Tuesday through Saturday  
and/or

5:00 P.M. to 3:00 A.M. Wednesday through Saturday

This shift(s), if created, will be a shift in and of itself in that vacation bidding and comp day/personal day requests will not be contingent upon the staffing of any other shifts, i.e.: 7-3; 3-11; 11-7. Prior to the implementation of the lap shift, the parties agree to meet in a Labor/Management conference.

Shifts may be changed in emergency situations with reasonable notice. Shifts may also be changed if economic conditions require the Sheriff to realign his coverage or restructure the shifts. During the thirty (30) days prior to shift change the parties shall bargain over the effects of the change. Any changes made by the Sheriff, except in emergency situations, shall be subject to impact bargaining under Section 14 of The Illinois Public Labor Relations Act. No changes shall occur until which time an agreement is reached between the parties on economic conditions or a resolution under 5 ILCS 315/14.

If these hours are changed, shifts and vacations, if necessary, will be re-bid.

2. Court Assignment starting time will be between 7:30 A.M. and 9:30 A.M. inclusive.

3. All time in excess of the hours worked in the normal workday and the normal workweek (Sunday through Saturday) shall be compensated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The workday for employees covered by this Agreement shall be eight (8) hours and the workweek shall be five (5) consecutive

days of duty followed by two (2) days off, unless otherwise mutually agreed by the Employer and the Lodge.

4. A. Employees may be assigned to an irregular shift for training or for transport duty. Regularly scheduled days off shall not be modified unless agreed to by the affected officer. For purposes of this Section only, the 11:00 P.M. shift is deemed to be the same day, unless mutually agreed upon by the affected parties.

B. Employees may be temporarily changed from one shift to another in the event of extended absences excluding vacations (30 days for one absent employee; 15 days if two or more absent employees). In such event, the Employer will seek volunteers. Absent sufficient volunteers, such shift changes will be made in inverse order of seniority on a rotating basis and shall not exceed fourteen (14) calendar days (excluding unqualified probationary employees). An employee will not be required to so change more than once a year.

C. Employees' starting/quitting times may be adjusted on a given workday to meet bonafide operational requirements, provided:

(a) If time permits posting, the Employer will first seek volunteers;

(b) Twenty-four (24) hours advance written notice is given to the employee if the adjustment is not voluntary;

(c) The adjustments shall not exceed two (2) hours from employee's normal shift starting/quitting times;

(d) No employee will be adjusted under this Article more than ten (10) times per contract year; and

(e) If twenty-four (24) hours advance notice can not be given, employees' starting/quitting times will not be adjusted and the employees will be paid at the overtime rate for all hours in excess of eight (8).

5. Detectives are scheduled according to the following understanding:

A. Detectives will all work the hours of 8:30 A.M. to 4:30 P.M. with Saturdays and Sundays assigned to all Detectives as regular days off.

B. On-call Detectives will be assigned a fully equipped squad car during the hours of on-call.

C. Those Detectives not on call and not having an assigned squad car will not be required to carry pagers during off-duty hours.

D. In the event of an extended investigative or emergency situation, Detective Division shifts may be temporarily altered as management sees fit. Existing overtime policy will still apply.

E. Any Detective on-call shall receive two (2) hours of guaranteed compensation at straight time rate of pay per period of on-call, for each day of on-call, i.e. Friday, Saturday and Sunday would result in six (6) hours of on-call pay and any Detective who is on-call within any twenty-four (24) hour period shall receive

guaranteed compensation of two (2) hours straight time rate of pay during the on-call period. This compensation will be paid in addition to any overtime hours paid.

F. The Detective Commander will make available to the Detectives, the case assignment book.

G. Due to the nature of investigative work in law enforcement, management and labor understand and agree that, from time to time, it may be necessary to adjust the working hours of the Detective Division.

Should the need arise, the Division Commander and/or Sheriff may mutually agree with the Detective(s) assigned to the Bureau as to the hours to be worked and the length of time that shift changes are necessary. Flex time may also be considered and utilized if mutually agreed to by the above parties.

Section 2 - Overtime Payment:

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of that employee's normal work hours in a given workday. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of complete fifteen (15) minutes segments.

In the event of an emergency being declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 3 - Preparation Time:

Any Watch Commander, required by the Sheriff to prepare assignments/briefing, shall be paid at the overtime rate for completed 15 minute segments.

Section 4 - Callback:

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regular scheduled workday shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 5 - Hireback:

Employees on hireback and required to report to a location other than post shall be compensated for any travel time greater than that from their residence to post. (This does not apply to Training - Article 19.)

Section 6 - On-call:

On-call status shall be defined as when an employee has been designated to be available to be called in to work during a specifically designated period of time. On-call status will be compensated for a rate of two (2) hours of straight time pay for

each eight (8) hours of on-call. If the employee is called out during an eight (8) hour period of being on-call, then the Employer will compensate the employee only for the time the employee has been on-duty during that eight (8) hour period at the overtime rate.

Section 7 - Standby:

If the Employer designates an employee to be on standby under the condition that the employee remain accessible by telephone contact, then the employee shall be paid for such standby at the straight time rate of pay.

Section 8 - Court Obligation:

In recognition of an officer's obligation, created by court cases, to contact the State's Attorney's office or other officers of the court to determine the actual date/time they are needed in court, (other than the dates/times on a Subpoena/Notice to Appear), all officers shall be provided with the following hours added to their personal time balance annually within four (4) weeks of the annual shift change over and prorated for newly hired officers as follows:

Detectives, Process Servers,	
Court Security Officers and DARE Officer	8 hours
1st Shift Officers	12 hours
2nd Shift Officers	24 hours
3rd and Lap Shift Officers	28 hours

This time shall be added to their personal days, as provided in

Article 35.

Any such officer who shows up for a court appearance without first determining the date/time that he is needed shall not be compensated for court time as provided in Section 9 below, except for that time which is actually required by court.

Section 9 - Court Time:

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 10 - Compensatory Time:

No McLean County Sheriff's Department Officer covered by this Agreement shall be allowed to accumulate over one hundred (100) hours of compensatory time without written permission of the Sheriff. Any compensatory time earned shall be paid at the rate of time and one-half (1 1/2) for each hour earned except upon written request of the employee and the permission of the Sheriff. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor.

1. Comp time requests shall be made to the employee's immediate supervisor no more than thirty days prior to said request



day desired to be taken off of work.

2. The employee's supervisor must respond to said request within twenty-four (24) hours of receipt.

3. No supervisor shall grant a comp day if, at time of approval, said comp day would place the affected shift below minimum staffing levels. Any request made at least 24 hours prior to the date and time of the requested day off will be approved providing such approval will not place the shift below minimum staffing levels in place at the time of the request.

4. Once a comp day has been approved, said comp day shall not be canceled except during matters of civil unrest, disasters, emergencies, major criminal cases or extended sick or injury leave (on duty or off duty injuries) and vacancies all of which (sickness, injury, vacancies) are more than three (3) days.

5. If a shift falls below minimum staffing due to common illness, unforeseen absences, etc. that are not outlined in No. 4, the comp day shall not be canceled and the voluntary or involuntary overtime procedure shall be utilized.

6. Compensatory time accrued from January 1<sup>st</sup> of a year through the employee's anniversary date in the same year may be sold at the current rate only on the employee's anniversary date that same year. Only additional time accrued after the anniversary date may be sold at the end of the year.

Section 11 - Shift Voluntary Sign Up Procedure:

Officers covered by this Agreement who wish to be considered

for voluntary overtime may sign a "Shift Voluntary Overtime Sign Up List". A list for each duty shift shall be established, posted and kept current by the Sheriff or his designee. Any officer shall be authorized and allowed to sign up for voluntary overtime. An officer may sign the list for the officer's respective duty shift only. Members of the overlap shift may be on the lists of both overlapped shifts. Officers on the lists of their respective shifts will be listed in order of seniority according to their date of entry into the merit system.

Voluntary overtime is overtime which, due to short notice, requires the on-duty shift commander to obtain additional manpower from a pool of officers who are off duty and who have signed the voluntary overtime roster, which will be posted annually with the shift bid sheets.

In most cases, the voluntary overtime procedure will be used because a given shift is below the minimum staffing level due to employees calling in sick, last minute transports such as mental health or out-of-county warrant details, or those unscheduled incidents that cannot be planned for, but must be covered.

This procedure does not cover any details where advance notice is given and where there is enough time to post the detail.

The voluntary overtime list shall be maintained by departmental seniority and shall consist of all sworn officers who have signed up to be considered for any such details that arise. All personnel should be aware that the term "Voluntary Overtime

"List" is a misnomer, as the shift commander must be able to obtain officer(s) to work the assignment should the senior members contact pursuant to this rotating order by departmental seniority, turn the work down, the junior member(s) shall be contacted in reverse order of seniority, as outlined later in this order. Under these circumstances, the mere fact that the officer has signed up to be on the call list for voluntary overtime allows the supervisor to call and order to work, if necessary, the least senior member contacted.

During an emergency, nothing in this order prohibits the shift commander from bypassing the voluntary overtime list and order to work any and all personnel needed to meet the emergency requirement.

Emergency situations may be (but not limited to): major disasters, such as large fires, tornado and other severe weather, plane crash, hostage or barricaded persons, riots, etc.

For extended emergency situations, where advance planning for relief of officers can be done, the voluntary overtime list would again be used, if possible, depending on the size of the manpower pool needed and estimated duration of the emergency.

During an emergency, all personnel may be contacted to work regardless of whether or not they are on the voluntary overtime list.

When additional personnel are needed for a voluntary overtime detail, the patrol shift commander shall be responsible for the

call-in of the needed personnel under the following procedure:

A log book shall be maintained at the shift commander's desk with the names of all sworn officers who signed the voluntary overtime list. The list shall be maintained in order of departmental seniority.

The on-duty shift commander shall start with calling the most senior person on the list and shall continue through the list by seniority until finding someone to work. All telephone attempts and contacts shall be recorded in the log book.

Shift commanders are directed to call only one telephone number per officer for voluntary overtime. This shall be the one telephone number listed as the officer's home.

Telephone recorders must be counted as no answer, but a message should be left as a courtesy that the call was made.

Personnel who are contacted and volunteer for the overtime or those who may have to be ordered to work must report for duty within one (1) hour of the time notified. Officers from the off-going shift may be held over to fill the manpower needed until the officer(s) on the voluntary overtime list can be contacted and get to work. Again, this is to be done by seniority on the off-going shift.

The next supervisor who needs personnel from the voluntary overtime list shall begin with the officer listed below the last officer contacted previously, and shall continue down the list before starting again at the top of the list. The system shall

continue to rotate in the same manner each time the list is used.

Unless the department is operating under emergency conditions, all officers must have no less than twenty-four (24) continuous hours off duty in any seven (7) day period and shall work no more than sixteen (16) continuous hours.

The remedy for the employer's inadvertent failure to call in the appropriate officer shall be to offer the officer skipped the next such overtime opportunity.

Section 12 - Exclusion:

All voluntary hire back programs (such as the D.U.I. Program) are totally excluded from all provisions of this Article.

Section 13 - Special Work Assignments:

Special work assignments shall be administered in accordance with past departmental practice and the following:

1. If the special work assignment is reimbursed by the requesting agency, it shall be first offered to bargaining unit employees to sign up on a voluntary basis. If insufficient employees volunteer, the Employer may offer the assignment to reserve officers or require sworn officers to perform the assignment at the overtime rate.

2. If the special work assignment is not reimbursed by the requesting agency and not assigned to on-duty employees, the Employer may offer the assignment to reserve officers, offer the assignment to employees on a voluntary basis to sign up (if time permits a posting) or assign employees to perform the assignment.

If employees volunteer or are required to perform the assignment, it shall be at the overtime rate.

3. There shall be no expansion of the types of duties or assignments of reserve officers during the life of this agreement that are not in accordance with 55 ILCS 5/3 6012-6013.

4. Disputes concerning the meaning, interpretation or application of this section shall be resolved in the grievance procedure.

ARTICLE 37

WAGES

Section 1 - Wage Rates for All Officers:

The wage rates for all officers for the duration of this Agreement are included in Appendix "C" (C-1-2004, C-2-2005, C-3-2006). The rate for each officer shall be determined by his position classification and seniority, as detailed in Article 15. Progression through the steps shall be effective on the first day of the biweekly pay period during which the officer's anniversary date as a Deputy Sheriff occurs.

Section 2 - Field Training Officer:

While engaged in training of a new hire, officers shall receive one-hour (1) of compensatory time for each workday of training.

ARTICLE 38

JOB POSTINGS

Whenever an assignment vacancy occurs for a bargaining unit position, except Sheriff's Merit Commission promotions, notice of such vacancy shall be posted on all bulletin boards for no less than 14 calendar days. Said notice shall include a job description and other requirements for such position. Any employee wishing to apply may do so. The Employer agrees to select employees based on qualifications, employment history and work ethics. The employer agrees to convene an oral review board, consisting of at least one member of the bargaining unit of the Union's choosing, to interview any interested officers to fill the position. The oral review board shall consist of no less than three (3) and no more than five (5) employees. The sheriff reserves the right to ultimately select the employee(s) he believes to be best suited for the position. With all other factors equal, seniority will prevail.



ARTICLE 39

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 40

DURATION AND REOPENER

Section 1 - Term of Agreement:

This Agreement shall be effective from January 1, 2004 and shall remain in full force and effect until December 31, 2006. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party or the other party not more than one hundred and twenty (120) days, nor less than ninety (90) days, prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

Section 2 - Continuing Effect:

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3 - Reopener

The parties agree that if either side decides to reopen negotiations making any changes in the agreement, the other party may so notify the other at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of this Agreement or the extension thereof. In the event such notice

to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of 5 ILCS 315/14.

ARTICLE 41

COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE EMPLOYER:

FOR THE LODGE:

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Field Representative  
Illinois F.O.P. Labor Council

Appendix A  
FRATERNAL ORDER OF POLICE LODGE 176 GRIEVANCE  
(Use Additional Sheets where necessary)

LODGE 176 / YEAR / GRIEVANCE NO.

Department \_\_\_\_\_ Date Filed \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First Middle

**STEP ONE**

Date of Incident: \_\_\_\_\_

Article(s) and Section(s) of Contract Violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Appendix A  
STEP THREE

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_  
Grievant's Signature

Date/Time: \_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative

APPENDIX B

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

974 CLOCKTOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

I, \_\_\_\_\_, hereby authorize my Employer, McLean County, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
974 Clocktower Drive  
Springfield, IL 62704

Telephone: (217) 698-9433

APPENDIX C #1  
2004

For the 2004 year, defined for this purpose as December 28, 2003 through December 25, 2004, the following schedule represents the pay rates for each step of each class.

Step	Deputy		Investigator Lead Process Server		Sergeant	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$16.3774	\$ 34,065	\$17.1721	\$ 35,718	\$18.3813	\$ 38,233
2	\$17.3310	\$ 36,048	\$18.1736	\$ 37,801	\$19.4490	\$ 40,454
3	\$17.6680	\$ 36,749	\$18.5274	\$ 38,537	\$19.8745	\$ 41,339
4	\$18.0291	\$ 37,501	\$18.9053	\$ 39,323	\$20.2524	\$ 42,125
5	\$18.4144	\$ 38,302	\$19.3072	\$ 40,159	\$20.6298	\$ 42,910
6	\$18.7756	\$ 39,053	\$19.6856	\$ 40,946	\$21.0313	\$ 43,745
7	\$19.1126	\$ 39,754	\$20.0394	\$ 41,682	\$21.4091	\$ 44,531
8	\$19.4738	\$ 40,505	\$20.4173	\$ 42,468	\$21.8106	\$ 45,366
9	\$19.8348	\$ 41,256	\$20.7952	\$ 43,254	\$22.1880	\$ 46,151
10	\$20.1962	\$ 42,008	\$21.1736	\$ 44,041	\$22.5659	\$ 46,937
11	\$20.5332	\$ 42,709	\$21.5274	\$ 44,777	\$22.9433	\$ 47,722
12	\$20.8221	\$ 43,310	\$21.8332	\$ 45,413	\$23.2966	\$ 48,457
13	\$21.1592	\$ 44,011	\$22.1870	\$ 46,149	\$23.6740	\$ 49,242
14	\$21.4963	\$ 44,712	\$22.5409	\$ 46,885	\$24.0519	\$ 50,028
15	\$21.7851	\$ 45,313	\$22.8466	\$ 47,521	\$24.3572	\$ 50,663
16	\$22.1224	\$ 46,015	\$23.2010	\$ 48,258	\$24.7346	\$ 51,448
17	\$22.4596	\$ 46,716	\$23.5548	\$ 48,994	\$25.1120	\$ 52,233
18	\$22.7726	\$ 47,367	\$23.8846	\$ 49,680	\$25.4899	\$ 53,019
19	\$23.1096	\$ 48,068	\$24.2385	\$ 50,416	\$25.8673	\$ 53,804
20	\$23.4707	\$ 48,819	\$24.6168	\$ 51,203	\$26.2928	\$ 54,689
21	\$23.8318	\$ 49,570	\$24.9947	\$ 51,989	\$26.6707	\$ 55,475
22	\$23.8318	\$ 49,570	\$24.9947	\$ 51,989	\$26.6707	\$ 55,475



For the 2006 year, defined for this purpose as December 25, 2005 through December 23 2006, the following schedule represents the pay rates for each step of each class.

Step	Deputy		Investigator Lead Process Server		Sergeant	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$17.3389	\$ 36,065	\$18.1337	\$ 37,718	\$19.6072	\$ 40,783
2	\$18.2925	\$ 38,048	\$19.1351	\$ 39,801	\$20.6750	\$ 43,004
3	\$18.7257	\$ 38,949	\$19.5851	\$ 40,737	\$21.1245	\$ 43,939
4	\$19.1589	\$ 39,851	\$20.0351	\$ 41,673	\$21.5024	\$ 44,725
5	\$19.6403	\$ 40,852	\$20.5332	\$ 42,709	\$21.9279	\$ 45,610
6	\$20.0016	\$ 41,603	\$20.9115	\$ 43,496	\$22.3293	\$ 46,445
7	\$20.3626	\$ 42,354	\$21.2894	\$ 44,282	\$22.7313	\$ 47,281
8	\$20.7478	\$ 43,155	\$21.6913	\$ 45,118	\$23.1567	\$ 48,166
9	\$21.1088	\$ 43,906	\$22.0692	\$ 45,904	\$23.5822	\$ 49,051
10	\$21.5183	\$ 44,758	\$22.4957	\$ 46,791	\$23.9841	\$ 49,887
11	\$21.8313	\$ 45,409	\$22.8255	\$ 47,477	\$24.3615	\$ 50,672
12	\$22.0481	\$ 45,860	\$23.0591	\$ 47,963	\$24.6188	\$ 51,207
13	\$22.3851	\$ 46,561	\$23.4130	\$ 48,699	\$24.9962	\$ 51,992
14	\$22.7222	\$ 47,262	\$23.7668	\$ 49,435	\$25.3740	\$ 52,778
15	\$22.8909	\$ 47,613	\$23.9524	\$ 49,821	\$25.5832	\$ 53,213
16	\$23.2282	\$ 48,315	\$24.3067	\$ 50,558	\$25.9606	\$ 53,998
17	\$23.5654	\$ 49,016	\$24.6606	\$ 51,294	\$26.3139	\$ 54,733
18	\$23.8303	\$ 49,567	\$24.9423	\$ 51,880	\$26.6438	\$ 55,419
19	\$24.1673	\$ 50,268	\$25.2962	\$ 52,616	\$27.0212	\$ 56,204
20	\$24.5765	\$ 51,119	\$25.7226	\$ 53,503	\$27.5428	\$ 57,289
21	\$24.9857	\$ 51,970	\$26.1486	\$ 54,389	\$27.9207	\$ 58,075
22	\$24.9857	\$ 51,970	\$26.1486	\$ 54,389	\$27.9207	\$ 58,075

Members Sorensen/Bass moved the County Board approve Consideration of Proposed Collective Bargaining Agreement with the Fraternal Order of Police Lodge #176, the McLean County Sheriff, and the McLean County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located on pages 160-190.

**REPORT OF COUNTY ADMINISTRATOR:**

Mr. Zeunik stated the following: I have nothing this morning.

**OTHER BUSINESS AND COMMUNICATION:**

No one wished to speak.

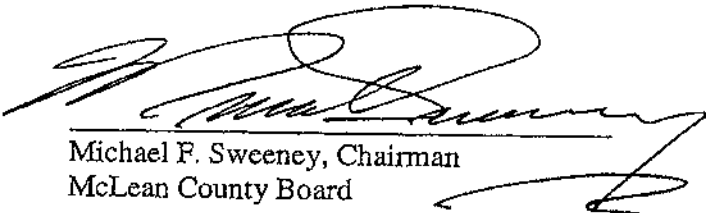
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

February 17, 2004

**2004 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$289,550.41	\$289,550.41
Finance		\$312,768.30	\$312,768.30
Human Services		\$287,801.86	\$287,801.86
Justice	\$880.65	\$1,383,806.52	\$1,384,687.17
Land Use		\$30,840.78	\$30,840.78
Property		\$282,789.49	\$282,789.49
Transportation		\$555,481.61	\$555,481.61
Health Board		\$305,892.83	\$305,892.83
Disability Board		\$46,310.17	\$46,310.17
T. B. Board		\$8,411.79	\$8,411.79
<b>Total</b>	<b>\$880.65</b>	<b>\$3,503,653.76</b>	<b>\$3,504,534.41</b>

  
Michael F. Sweeney, Chairman  
McLean County Board

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

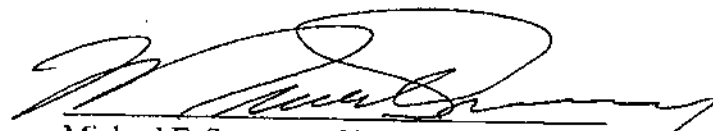
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

February 17, 2004

**2003 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$29,665.22	\$29,665.22
Finance		\$365,432.95	\$365,432.95
Human Services		\$137,074.69	\$137,074.69
Justice	\$2,957.54	\$262,387.53	\$265,345.07
Land Use		\$5,902.86	\$5,902.86
Property		\$131,507.35	\$131,507.35
Transportation		\$485,559.22	\$485,559.22
Health Board	\$30,253.19	\$79,380.62	\$109,633.81
Disability Board		\$46,310.17	\$46,310.17
T. B. Board	\$7,283.45	\$68.53	\$7,351.98
<b>Total</b>	<b>\$40,494.18</b>	<b>\$1,543,289.14</b>	<b>\$1,583,783.32</b>


  
Michael F. Sweeney, Chairman  
McLean County Board

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

Members Owens/Moss moved for adjournment until Tuesday, March 16, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:57 a.m.

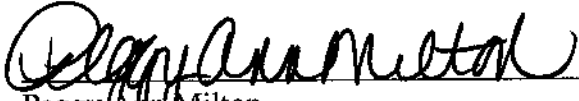
\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of February, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of March, 2004.

  
Peggy Ann Milton  
McLean County Clerk