



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

Tuesday, January 13, 2004

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – December 9, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:
None
 - APPOINTMENTS:

McLean County Regional Planning Commission
Ms. Jane F. Engblom
607 Meadowlane Street
LeRoy, IL 61752
Appointed to a three year term scheduled
to expire on December 31, 2006

Farmland Assessment Review Board
Mr. Enid Schlipf
17766 E. 2900 North Road
Gridley, IL 61744
Appointed to an indefinite term to
replace Ms. Doris Payne

Turkey Creek Drainage District

Mr. Donald Augspurger
31865 North 2480 East Road
Chenoa, IL 61626
Appointed to an indefinite term to
replace Mr. Loren Freed

Emergency Food and Shelter Program Board

To be Appointed

RESIGNATIONS:

McLean County Regional Planning Commission

Ms. Sue Strang

Farmland Assessment Review Board

Ms. Doris Payne

Turkey Creek Drainage District

Mr. Loren Freed

Emergency Food and Shelter Program Board

Ms. Susie Johnson

- | | | |
|----|--|-------|
| b) | Request Approval to renew IBM Software/
Hardware Contract on the AS/400 | 1-9 |
| c) | Tax Settlement Proposal from AMF Bowling –
Previously deferred by Committee | 10-11 |
| d) | Request Approval of 2004 McLean County
Annual Legislative Program | |
| e) | Request Approval of Resolution of
Congratulations for the 2003 Bloomington
Junior High School Girls' Basketball Team | 12 |
| 2) | <u>Items to be Presented for Information:</u> | |
| a) | Information Services – Monthly Status
Report | 13 |
| b) | General Report | |
| c) | Other | |
- B. Transportation Committee - Chairman Bass
- 1) Items to be Presented to the Board:
 - a) Request Approval of Letting results from
December 30, 2003 for County and
Township Projects
 - b) Request Approval of Bridge Petition –
Lexington Road District Section 2003
Lexington Joint Culvert
 - c) Request Approval of Timber Bridge
Inspection – Engineer's Agreement
 - d) General Report
 - e) Other

- C. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2003 Combined Appropriation and Budget Ordinance for Fund 0103 – WIC Program – Health Department 14
 - b) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0103 – WIC Program – Health Department 15
 - c) Request Approval of a Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to amend the Fiscal Year 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0103 - WIC Program – Health Department 16
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Professional Service Contract with Sammy J. Ferrara – Veteran’s Assistance Commission 17-20
 - b) Request Approval of the Proposed County Wellness Plan and Seventh Annual Health Fair – Health Department 21-25
 - c) Request Approval and Acceptance of Bid for Optical Scan Voting System – County Clerk’s Office 26-49
 - d) Request Approval of a Resolution Authorizing the County Board Chairman to Execute a Deed of Conveyance or Authorize Cancellation of the appropriate Certificates regarding the Tax Liquidation Program – County Treasurer’s Office 50-52
 - e) Request Approval to Amend McLean County Cafeteria Plan to include Over-the-Counter Medication – County Administrator’s Office 53-58
 - f) General Report
 - g) Other
- D. Justice Committee – Chairman Renner
- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fun 0001, ESDA Department 0047 59-60

- 2) Items to be Presented to the Board:
 - a) Request approval of a Physician Service Contract with OSF Healthcare System for the McLean County Juvenile Detention Facility
 - b) Request approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility
 - c) General Report
 - d) Other

E. Land Use and Development – Chairman Gordon

- 1) Items to be Presented to the Board:
 - a) Request Approval for wavier of preliminary plan requirements and a one lot final subdivision plat for the Atchison's Subdivision for Don and Betty Atchison, File No. S-03-16
 - b) Request Approval for waiver of preliminary plan requirements and a three lot final subdivision plat for the Turner Family Subdivision for Ann Turner, Trustee, Katherine E. Turner Trust, File No. S-03-17
 - c) General Report
 - d) Other

F. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Action:
 - a) Request Approval of Lease and Contract Extension Agreement No. 1 to Lease of Courthouse Building and Contract for Operation and Maintenance dated December 3, 2003 61
 - b) Request Approval of Attachment No. 2 to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building 62
 - c) Request Approval of Attachment No. 13 To the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center 63
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

G. Report of the County Administrator

- 1) Items to be presented for Action:
 - a) National Association of Counties (NACo) – Annual Membership 64-74

2) Items to be presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

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

8. Adjournment

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INFORMATION SERVICES
(309) 888-5100 FAX (309) 888-5209
104 W. Front. Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Renew IBM Software/Hardware Contract on the AS/400**

To the Honorable Members of the Executive Committee:

Information Services requests permission to renew our hardware and software maintenance contract with LRS IT solutions. The renewal is for three years, and covers the AS/400 computer which houses our payroll system, property tax system and budgetary financial systems. Monies budgeted for this have been encumbered from the Fiscal Year 2003 budget.

Information Services respectfully requests the renewal of the attached contract.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson
Director, Information Services.



Levi, Ray & Shoup, Inc.
 2401 West Monroe Street
 Springfield, Illinois 62704
 P: 217.793.3800
 F: 217.787.6893
 www.LRS.com

December 23, 2003

Mr. Craig Nelson
 McLean County Law and Justice Center
 104 West Front Street, Room 702
 Bloomington, IL 61702

Dear Craig,

Thank you for your continued interest in working with LRS IT Solutions. This proposal presents renewal pricing for your 3-year prepaid IBM Hardware Maintenance and Software Maintenance contracts.

IBM records indicate that Software Subscription for your iSeries Model 820 (Serial# 56XZM) expired on November 23, 2003. Hardware Maintenance for the iSeries hardware and peripherals expired on November 28, 2003. Please note that you are at risk until these items get reinstated.

The contract for reinstating your Hardware maintenance has been provided, and requires a signature. There is no Software Maintenance contract provided, or required, from IBM for purchase.

Table One presents pricing for a renewal of these items.

Table One: HW Maintenance and SW Maintenance Pricing			
Type / Model	Description	Quantity	Price
9406-820	iSeries Model 820 (Serial# 56XZM) • SW Maintenance (P10) – 3-yr prepay	1	\$11,679
7208-342	8mm External Tape Drive (Serial# P9480) • HW Maintenance – 3-yr prepay	1	\$2,499
7852-400	AS/400 Data/Fax Modem v.34 (Serial# 42W6610) • HW Maintenance – 3-yr prepay	1	\$103
9406-820	iSeries Model 820 (Serial# 56XZM) • HW Maintenance – 3-yr prepay	1	8,235
TOTAL			\$22,516

Please review this proposal, and call me should you have any questions. I will follow up with you soon. Thank you again for choosing LRS IT Solutions, your Premier IBM Business Partner.

Sincerely,

Steve Madonia
 iSeries Sales Specialist

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

ServiceSuite

1. Scope of Services

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

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

2. Contract Period

Start Date: 01-22-2004

End Date: 01-21-2007

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period.

Renewal Contract Period (years): 0

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above.

Thereafter, we will automatically renew for the same length periods unless you notify us and your IBM Business Partner in advance of your desire to change the length of the renewal. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their decision not to renew.

3. Your Responsibilities

You agree:

1. to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be included in the coverage. You also agree to identify all Eligible Machines for which we are to provide warranty service;

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

Agreed to:
McLean County Law & Justice

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Company address:

Statement of Work number: ALC1GF

104 West Front Street, RM 702
Bloomington, IL 61702

Agreement number:

Telephone number:

Customer number: 05136574

Billing Address:

IBM Address:

LEVI RAY & SHOUP INC
2401 W MONROE
SPRINGFIELD IL 62704-1439

IBM CORPORATION
4111 NORTHSIDE PARKWAY
ATLANTA, GA 30327

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

2. to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations;
3. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
4. to ensure that any access codes we provide to you are used only by those who are authorized to do so;
5. to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes;
6. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote, market and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
7. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
8. that electronic access to our support centers and certain databases may require a separate network services agreement;*
9. to pay any communications charges associated with accessing these Services unless we specify otherwise;
10. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise; and
11. that your acceptance of any software Services does not alter your responsibilities for Distributed System License Option licenses.

Whenever both of us agree to store repair parts at your Specified Location, you also agree:

1. to provide secure storage space for all parts stored at your Specified Location;
2. to provide IBM service technicians easy access to the secure storage space so that they may promptly store, inspect, and remove the parts whenever they deem necessary; and
3. that while in storage,
 - a. you are responsible for all loss or damage to the parts,
 - b. you will be separately charged for any parts that we find to be missing, used, or damaged, and
 - c. parts remain the property of IBM and will be subject to IBM parts control procedures and must be made available for return to IBM upon our Request.

4. Mutual Responsibilities

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

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement. We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services.

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original. You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer the license for the Program, or 4) distribute the Program to any third party. We provide the Program **WITHOUT WARRANTIES OF ANY KIND**.

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

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

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

6. Automatic Inventory Increases

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

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

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

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

7. Charges and Payment

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

8. Termination

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

9. Satisfaction Guarantee

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

10. Maintenance Services

Maintenance of IBM Machines

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



Schedule for Services for Remarketers - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the Attachment for ServiceSuite for Remarketers.

Name and Address of Customer

McLean County Law & Justice
104 West Front Street, RM 702
Bloomington, IL 61702

Customer Billing Address

LEVI RAY & SHOUP INC
2401 W MONROE
SPRINGFIELD IL 62704-1439

Business Partner Name and Address

LEVI RAY & SHOUP INC
2401 W MONROE
SPRINGFIELD IL 62704-1439

Agreement Number: ALC1GF

Statement of Work Number: 05136574

Customer Number: 04824241

Revised Schedule (Yes/No): No

Schedule Effective Date: 12/16/2003

ASPID Number: 04824241

Charge Period Charges/Payment Plan: 10,837.40

Total Charges: Prepayment

Charge Period:

Start Date: 01/22/2004

End Date: 01/21/2007

Contract Term: 3 Year(s)

Price Protection for Contract Period Prepay

Type of Discount(s) Applied: Term Incentive

These Charges are based on the current inventory and services identified in this Schedule. Actual Charges may vary with additions, deletions, or changes to the inventory or services.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

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

Agreed to:

McLean County Law & Justice

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print): _____

Name (type or print): _____

Date: _____

Date: _____

IBMI Schedule for Services for Remarketers - ServiceSuite

Enterprise Total for Charge Period by Customer Number:

Customer No.	Customer Name	Customer Location	End User Charges
06074471			10,837.40
Total			10,837.40



Schedule for Services for Remarketers - ServiceSuite

Maintenance Machine List

-----Eligible Machine Description-----

Mfg	Type	Mod/Feat	Addr/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc #	Mainl. Svc #	End User Charges*	Charges Start**	Charges Stop**
Specified Location: 06074471 City, State:												
IBM	7208	342		0000P9480		8MM EXTERNAL TAPE DRIVE	1	B	1	2,499.35		
IBM	7852	400		0042W6810		AS/400 DATA/FAX MODEM V.34	1	A	1	102.99		
IBM	9406	820		000056XZM		ISERIES 400	1	B	1	8,235.06		
Total										10,837.40		



Schedule for Services for Remarketers - ServiceSuite

Legends:

TYPE OF REPAIR SERVICE:

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

*Charges shown are for the Charge Period

- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceSuite/ServiceElect CHIS contract
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine/Model/Feature under Warranty(W) without a date represents a machine off warranty, but which may have warranty content)
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only, these charges are included in the related machine charges

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

WILLIAM A. YODER


McLean County State's Attorney

Eric T. Ruud
First Assistant State's Attorney

Law and Justice Center, Room 701
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5110
FAX number: (309) 888 - 5111
internet: ericr@mclean.gov

MEMO

TO: Dr. Roger Kilpatrick, District 87 Schools
Tom Hamilton, Bloomington City Manager
Ruth Ann Sikora, City Township Supervisor
John Zeunik, McLean County Administrator
Michael Callahan, Executive Director, BNWRD
Michael LaPier, Executive Director, CIRA
Robert Widmer, Vice President of Business Services, Heartland C.C.

FROM: Eric T. Ruud 

RE: Tax Settlement Proposal from AMF Bowling

DATE: October 2, 2003

On July 2, 2001, AMF Bowling Centers, Inc. (AMF) and its affiliates filed for Chapter 11 bankruptcy protection in Virginia. AMF's local affiliate is Circle Lanes. They owe \$53,226.53 in back taxes for 2000 and 2001. On February 1, 2002, the Bankruptcy Court confirmed AMF's reorganization plan. The plan states that all debts arising prior to July 2, 2001 have been discharged. AMF's position is that no taxes incurred before July 2, 2001 may be recovered. However, tax liens on the property remain an issue. AMF appears to be concerned about potential liens and would like to avoid any litigation on this point.

AMF's Corporate Controller has contacted me and is offering a lump sum payment of 70% of their real estate tax liability for 2000 and 2001. This would amount to \$37,258.57. Originally, AMF wanted the County Collector to accept their offer. The County Collector and I agree that she cannot unilaterally do so. In my opinion, it will require the approval of all affected taxing bodies. The affected taxing bodies, the total tax arrearage, and settlement amount offered are as follows:

<u>TAXING BODY</u>	<u>TOTAL ARREARAGE</u>	<u>SETTLEMENT AMOUNT @ 70%</u>
District 87 Schools	\$31,840.51	\$22,288.36
City of Bloomington	\$ 7,836.94	\$ 5,485.86
Bloomington Library	\$ 1,655.92	\$ 1,159.14
Bloomington Cemetery	\$ 172.94	\$ 121.05
City Township	\$ 1,406.14	\$ 984.30
McLean County	\$ 6,652.09	\$ 4,656.46
BNWRD	\$ 855.30	\$ 598.71
Airport Authority	\$ 696.41	\$ 487.49
Heartland CC	\$ 2,110.28	\$ 1,477.20
TOTALS	\$53,226.53	\$37,258.57

I am passing along this tax settlement offer at the request of the taxpayer. Neither the County Collector nor I are making a recommendation one way or another. If the offer is accepted by all of the affected taxing bodies, I will be more than happy to prepare a settlement agreement and forward it to the necessary parties. If, on the other hand, the affected taxing bodies do not wish to accept the settlement amount, I will gladly communicate that to the taxpayer as well.

Thank you for your kind assistance. Please let me know as soon as possible if your taxing body desires to pursue this tax settlement or not. If you have questions about the bankruptcy, please call Mr. Lee Fletcher at AMF World Headquarters at 804-730-6606.

Cc: Lee Fletcher

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Bloomington Junior High School 8th grade girls' basketball team during the 2003 basketball season; and,

WHEREAS, the Bloomington Junior High School girls' 8th grade basketball team won the Illinois Elementary School Association (IESA) State Tournament, the first 8th grade team from Bloomington to win the State Title, and finished the 2003 season with an overall season record of 24 wins and 0 losses; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Sondra Vogel, Assistant Coaches Ron Bass, Jennifer Love and Scottie Rasso and Team Members Lauren Manahan, Chelsea Batty, Katy Malinowski, Heidi Hayward, Hillary Giesel, Tori Justice, Ashley Verplank, Stepahnie Campbell, Nichelle Harrison, Kendra Gay, Brooke Holtz, Ashley Beyer, Kearra Fraizer, Ranita Grant, and Julia Meek; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington Junior High School girls' 8th grade basketball team are to be congratulated on winning the IESA Regional Tournament, the IESA Sectional Tournament, the IESA State Championship, and on finishing the season with a perfect 24 wins and a 0 losses.

ADOPTED by the McLean County Board this 20th day of January, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



INFORMATION SERVICES
(309) 888-5100 FAX (309) 888-5209
104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

Information Services Status Report January 13, 2004

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in December.

General Administration:

Investigating telephonic auto-attendant options
Investigating Industrial Speed Printing capability
Working on creation of new Tax Cycle RFP

Hardware/Network

Began implementation of Windows 2003 project

Programming/Database/Web

Met with Health Dept regarding combining of Environmental health systems
Provided on-site support to Tazewell County

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

An Ordinance of the McLean County Board
 Amending the 2003 Combined
 Appropriation and Budget Ordinance for Fund 0103

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, 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 0407-0142 FFP - in Fund 0103, Department 0061, Program 0062, and increasing the appropriation by \$22,100 from \$15,876 to \$37,976.

2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
833-0002	Purchase Computer Equip.	\$ 3,500	\$22,100	\$ 25,600
	TOTALS:	\$ 3,500	\$22,100	\$ 25,600

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

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

ATTEST:

APPROVED:

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

 Michael F. Sweeney Chairman of the
 McLean County Board

F:\adm\budg\03WICFFPamendment

An Ordinance of the McLean County Board
Amending the 2004 Combined
Appropriation and Budget Ordinance for Fund 0103

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, 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 lines 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, by \$12,000 from \$268,500 to \$280,500 and 0407-0142 Federal Financial Participation in Fund 0103, Department 0061, Program 0062, by \$4,000 from \$26,182 to \$30,182.

2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full Time Employees	\$186,664	\$11,582	\$198,246
0599-0001	County IMRF Contrib.	\$ 13,047	\$ 733	\$ 13,780
0599-0002	Employee Medical/Life Ins.	\$ 16,884	\$ 2,800	\$ 19,684
0599-0003	Social Security Contrib.	\$ 15,502	\$ 885	\$ 16,387
TOTALS:		\$232,097	\$16,000	\$248,097

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\04WICamendment

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 0103.

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 funding from the Illinois Department of Human Services for the WIC program based upon increased caseload from 1950 to 2132;

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		Now	New
				FTE	Months		
Increase	0103-0061	0062	0515-8041	.40	12.0	.60	1.00

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

Adopted by the County Board of McLean County this _____ day of _____ 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\04WICFTE

CONTRACT

This Contract, entered into this _____ day 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":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5/5-1005(3) to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the McLean County Veterans' Assistance Commission; and

WHEREAS, the Contractor has the capacity to provide such services;

NOW, THEREFORE:

1. The purpose of this professional services contract is to provide technical assistance to the Veterans' Assistance Commission in providing training and educational services to staff of the Commission, and support services to clients of the Commission. The Commission shall pay to the Contractor and the Contractor agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$ 25.00 per hour.
2. Work performed shall not exceed 20 hours per week during the term of this agreement.

The Contractor agrees to:

1. Sammy J. Ferrara, the Contractor, shall assist and perform his duties as assigned to him by the Commission, said duties to include:
 - providing orientation and introductory training to staff in the Commission Offices
 - arranging and conducting orientation and training sessions with Veterans' assistance organizations such as hospitals and social service programs
 - assisting the Veterans' Officer with specific cases as assigned

- providing outreach services to area veterans' organizations
 - performing such other duties as may be from time to time assigned by the Commission
2. The Contractor, as an independent contractor, shall indemnify and hold harmless the County, the Commission, its agents, employees and assigns against any and all claims arising out of or relating to the Contractor's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 5, 2004, and terminate on February 27, 2004.
2. The Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Contractor's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Contractor from engaging in other for-profit activities apart from the services provided by this contract.
4. The contractor shall submit bills for services on a monthly basis to the Commission for review and approval. The Contractor shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Contractor upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (c) At the request of the Commission upon giving thirty (30) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Veterans' Assistance Commission:

Mr. Clayton James
Chair, Veterans' Assistance Commission
200 West Front Street
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Contractor:

Mr. Sammy J. Ferrara
1228 Omega
Maple Grove Estates
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the ____ day of _____, _____.

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

McLean County Employee Wellness Program

The McLean County Employee Wellness program began in 1998 as a way to encourage employees to adopt healthy lifestyles and decrease health care costs. This program consists of health screenings, a wellness fair, and a variety of wellness activities. The program is supported by McLean County government and coordinated through the Health Promotion and Assessment Section of the McLean County Health Department.

We are all aware that health care benefits represent a notable portion of employer expenses and that costs *continue* to rise. Review of McLean County employee shock loss claims from October 2001 through March 2003 revealed \$1,773,364.20 was spent on medical costs. Many of the causes of those health care claims can be prevented or are amendable with early detection and intervention. As an employer, we have the ability to influence health care costs and stem rising premium rates.

Each year more McLean County employees participate in the health screenings and wellness activities. Total employee involvement almost tripled between 1998 and 2003, increasing from 150 in 1998 to approximately 400 in 2003. Ninety-five people were screened for coronary risk factors during the first year compared to 209 employees in the sixth year. This represents a 120% increase in the number of employees seeking screenings to determine total cholesterol, LDL, HDL, triglycerides, fasting glucose, blood pressure, and electrocardiogram results. All results are entered into a health risk assessment and used to calculate an appraisal of the health risks for each employee.

Employees completed identical health risk appraisals in 2002 and 2003. Based on data gathered from the 2002 and 2003 Executive Summary Reports, it appears that more "moderate to high risk" employees completed the health risk appraisal in 2003. Recommended interventions were based on the prevalence of the health risks identified by the screenings. Each employee received a personal summary as well as an executive summary identifying the corporate risks for all employees. The top six recommended intervention strategies for the entire workplace population listed in order of need included cancer risk reduction, weight management, fitness improvement, adjustments in nutrition, coronary risk reduction, and management of cholesterol levels. All McLean County employee wellness programs are designed to address the risk factors identified in the executive summary.

A review of the 2003 health risk assessments are listed below:

Cholesterol

Desired cholesterol levels are 200 mg/dL or less. The cholesterol screenings revealed that 89 of the 209 (42%) persons tested had readings of 201 mg/dL or higher, and 22 (11%) of them were at high risk with levels above 240 mg/dL. The percentage of employees with elevated cholesterol has ranged from 43% to 54.8% in the last 6 years. Lowering cholesterol can significantly lower the risks for heart disease. The risk for heart disease lowers by 2% for every 1% reduction in cholesterol. Fortunately, the percentage of employees with readings above 240 mg/dL decreased from 18% in 2002 to 11% of those persons screened in 2003. These readings can also be compared to screening data gathered by OSF Center for Healthy Lifestyles in the last five years from 25,746 people in the general population. Fifty one percent of those screened in the general population had readings of 201 mg/dL or higher and 18% had levels above 240mg/dL.

Approximately, 28% of the employees had low-density lipoprotein (LDL) cholesterol levels of 130mg/dL or higher. LDL or "bad cholesterol levels of 130mg/dL or higher is associated with a higher risk for coronary heart disease. Twenty-one percent of employees screened also had high or very high triglyceride levels. This continues to rise and was higher in 2003 than in the past 4 years. Studies have found that excess triglyceride levels in the blood should be considered a risk factor for heart attack. Having high density cholesterol (HDL) levels of less than 40mg/dL is also associated with increased risk for cardiovascular disease. Unfortunately, the percentage of employees with low HDL increased from 13% in 2002 to 20% in 2003. The data from the general population revealed 22% to have low HDL levels.

Glucose

A high blood glucose level is a possible indicator for diabetes. Eighteen percent of county employees who were screened were found to have elevated fasting blood glucose levels. Results of glucose testing indicated that 37 employees had above normal levels. In the past 5 years, the number of employees with elevated fasting blood glucose ranged from 3.2 % to 16%. This compares to 5% of the general population screened by OSF Center for Health Lifestyles with elevated fasting blood glucose and 8% with elevated non fasting blood glucose levels.

Blood Pressure

Blood pressure was measured indicating 29 employees with elevated blood pressure, 34 people that were borderline and 133 individuals in the normal range. (Blood pressure is considered abnormal if it is a consistently elevated pressure of 140 systolic or higher and/or 90 diastolic or higher). Much can be done to control elevated blood pressure through diet, exercise, and the use of medications. Fortunately, the elevated blood pressure numbers of the employees screened have improved since the screenings in 2002, decreasing from 27% in 2002 to 13.9% in 2003. Not only will this greatly reduce the risk for cardiovascular disease and strokes, but it will reduce medical costs as well.

EKG and Heart Card

The electrocardiogram (EKG) is a tool used to determine damage to the heart. There were 100 (76%) normal, 29 (22%) borderline, 3 (2%) abnormal EKG screenings this year among employees. There were many variations in the "normal" readings, but none that concerned the interpreting physicians. The "abnormal" EKGs were not life threatening but fell out of the normal range. An example of this would be atrial fibrillation, but many people have this on a regular basis. Only one of the employees with abnormal or borderline EKGs required a referral to a physician. The majority of other participants requested a copy be sent to their personal physician.

The Heart Card is a wallet-sized card containing a personal health history and a copy of the employee's EKG. It is recommended that this card be carried in a wallet or purse at all times so that in the event of an emergency the medical staff can reference the EKG.

Weight Management/Body Composition

The corporate health risk appraisal reported that 85% of the participants were above their recommended weight range and 80% of the population needed to make nutritional changes and improve physical activity levels. The body composition screenings revealed that 64 (84%) men and 102 (85%) women were in the above average to high risk range and 3 women were in the below average range.

Fitness Status

Eighty percent of the employees showed a need for improving their fitness levels. The fitness status for the 204 employees screened revealed that 16 (7.8%) were excellent, 24 (11.8%) were good, 94 (46.1%) were fair and 70 (34.3%) were low and at high risk for heart disease. The coronary risk status of those employees completing the health risk appraisal showed that approximately 60% of them were at risk for coronary disease. Six persons (2.9%) were ideal, 76 (37.3%) were low, 52 (25.5%) were at moderate risk, and 70 (34.3%) were at high risk for cardiovascular challenges.

Risks for Cancer

The executive summary revealed that 87% of employees completing the wellness profile demonstrated higher risks for cancer. The American Cancer Society and the National Cancer Institute both have stated that many premature deaths from cancer can be prevented with lifestyle changes and regular screenings. Modifiable factors that put employees at risk included: 7% reporting a personal history with cancer, 85% reporting a low-fiber diet, 74% eating less than 5 fruits and vegetables per day, 85% carrying excess weight or had a body mass index (BMI) greater than 25, 15% drinking more than recommended, and 19% of those completing the profile were smokers.

Prostate Cancer

Prostate cancer is the most common cancer found in men, besides skin cancer. The Prostate Specific Antigen (PSA) test was offered to men over 50 and younger men who might be at risk for prostate cancer. This test, requested by male employees, has been provided for the past four years. Because the blood draw is only one component of the screening, all men were encouraged to schedule an appointment with their physician and receive a digital exam as well. Two of the forty-two men screened this year tested in the above normal range (< 4.00ng/ml). These men were referred to their personal physicians for further testing.

Smoking

Smoking is the most preventable cause of death in this country, and it is directly related to cardiovascular disease and cancer. The Surgeon General has called smoking "the most important of the known modifiable risk factors for coronary heart disease in the United States." According to the American Heart Association, approximately one-third of all coronary deaths each year are attributable to smoking. Smoking is not only attributable to 87% of lung cancers in the United States but is also associated with cancers of the mouth, esophagus, pharynx, larynx, pancreas, uterine cervix, kidney, bladder, stomach and colon. This fact is documented by the Community Cancer Center's Cancer Registry.

Much progress has been made in reducing the use of tobacco in McLean County. Recent data from the 2002 Behavioral Risk Factor Survey (BRFS) of McLean County indicates that 19.7% of the adult population in the county uses tobacco products compared to 25% in the 1997 Behavioral Risk Factor Survey. The health risk assessments revealed that county employees follow this trend because 19% of persons screened reported to be smokers. This number is below the national average of 25% but is an increase from 14% in 2002 and above the Healthy People 2010 Objective of 12%.

Wellness Activities to Address Health Risks

Physical inactivity continues to be a serious national health issue. It is estimated that as many as 250,000 deaths each year in the United States are attributable to a lack of

physical activity. According to former Surgeon General C. Everett Koop, "The greatest challenge in medicine today is to be found in motivating people to assume more responsibility for a health affirming lifestyle." County employees are eligible for membership at Four Seasons and can participate at the local YWCA, YMCA, Gold's Gym and the Work Out Company using their corporate discount. Many people often state that they would like to exercise but find it difficult to fit classes into their busy schedule. Our intent is to motivate employees to find physical activities they can incorporate into their daily routine and combat the cardiac risk factors.

Climb Mount Everest is an eight-week program that encourages employees to use the stairs instead of the elevator. In order to reach the top of the mountain, teams of employees must climb 49,763 steps. The goal in 2003 was to have the teams reach the peak of the mountain and climb down again. All participants received a Climb Mt. Everest tee shirt and the top 3 teams were awarded with additional incentives. This contest was held from February through April, a time when inclement weather makes it more difficult to exercise outdoors.

The *Summer Wellness Challenge* implemented in June, July, and August provides employees a fun way to track wellness activities and improve their health. Activities include such things as exercise, taking the stairs, eating 5 fruits and vegetables, reading, gardening, wearing sun screen, etc. At the beginning of each month participants receive a chart to log to their activities and receive points for activities completed. At the end of each month, their points were submitted to health promotion staff and rewarded with a small prize. All persons having 150 points or more per month were entered into a drawing for larger prizes. Seventy-four persons from 14 departments participated in the program.

Tour de County, held for the second summer, encourages employees to walk while at work or in their leisure time. Walking is a very inexpensive way to get physical activity. The only equipment needed was a comfortable pair of walking shoes. Employees could walk on their own or with a partner. This year a free step counter was offered to employees participating in *Tour de County*, and a record 135 people joined the six week program. The step counter is a simple inexpensive device used to measure fitness and monitor the number of steps taken each day. We feel it may provide additional daily motivation for people to be physically active and help them to be aware of their activity levels. Walkers received a sheet to track their steps, a map of the downtown walking path and a map of the Constitution Trail. All were eligible for a prize drawing.

The Health Department received a grant from the Office of Women's Health, Illinois Department of Public Health for a cardiovascular program targeting small groups of sedentary women. *Heart Smart for Women* classes have been added to the wellness agenda. One thirteen week session was offered in the spring of 2003. This program, designed by the Cooper Institute of Dallas, Texas helps to identify women at risk for cardiovascular disease, educate them on the risk factors associated with the disease, and promote healthy behaviors. Nine female employees participated in this session.

A two-week exercise program, *TurkeyTrot*, was offered two weeks prior to Thanksgiving. This is a way for employees to participate in aerobic activities in anticipation of the holidays. Each of the 48 enrollees received a health-related calendar for 2004, and larger prizes were awarded to the three employees with the greatest amount of aerobic activity.

In the last year a number of educational programs were offered during the lunch hour to County employees. The topics for the lunch and learn sessions included *Cooking with Soy, Eating More Than 5-A-Day, Make Your Home a Relaxation Station, and Holiday Recipe Makeover*. Seventy-six employees brought their lunch and participated in interactive educational sessions facilitated by professionals from the community and from the Health Department.

Summary

Reviews of county health insurance claims over the past several years clearly show that heart disease, diabetes, cancer, and stroke make up the greatest share of payouts. Risk factors such as poor nutrition, smoking, and lack of physical activity are major contributors in the development and progression of chronic diseases. An employer's attention to health promotion and early detection efforts plays a significant role in controlling health care expenditures. According to Tommy G. Thompson, Secretary of the Department of Health and Human Services, "So many of our health problems can be avoided through diet, exercise and making sure we take care of ourselves. By promoting healthy lifestyles, we can improve the quality of life for all Americans, and reduce health costs dramatically." We strongly encourage supervisors to promote the employee wellness program to all staff members. This program is one benefit which can improve health, increase productivity and yield a significant return on investment for the employer and the employee.



**PEGGY ANN MILTON
COUNTY CLERK**

(309) 888-5190

Fax (309) 888-5932

Tax Extension (309) 888-5187

Voter's Registration (309) 888-5186

104 W. Front Room 704 Bloomington, IL 61701

E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: December 30, 2003

TO: Honorable Chairman Matt Sorensen
Honorable Members of the Finance Committee

FROM: Peggy Ann Milton *Peggy Ann Milton*

RE: Request for Bid

Attached please find a copy of the Legal Notice, which was published in the Pantagraph on Wednesday, December 24, 2003 and a copy of the Request for Bid given to both ES&S and Fidler/GBS.

Thank you.

Enclosures

LEGAL NOTICE

The County Clerk of the County of McLean, hereinafter "COUNTY", will accept sealed bids, hereinafter "BIDS", for the purchase and implementation of a Precinct Count Optical Scan Voting System.

The deadline for the receipt of BIDS is Monday, January 5, 2004, at 11:00 a.m. (prevailing time). BIDS shall be mailed or delivered to the Office of the McLean County Clerk, McLean County Law & Justice Center, 104 W. Front Street, Room 704, Bloomington, IL 61701. Only those BIDS received prior to the stated expiration time for the receipt of BIDS shall be opened in Room 704 of the Law & Justice Center.

BIDS must include an earnest money cashiers check, certified check, or certified bank draft in the amount of \$10,000 made payable to the County of McLean or the BIDS will not be considered.

COUNTY reserves the right to accept or reject any or all BIDS for any reason as deemed most beneficial to the interests of COUNTY.

BIDS must be considered valid for a period of 60 days from the date of the expiration for the receipt of BIDS.

To obtain a copy of the Request for Bid packet, write to the Office of the McLean County Clerk, McLean County Law & Justice Center, 104 W. Front Street, Room 704, Bloomington, IL 61701, or call (309) 888-5190 during the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday.

Firm Name: Fidlar Election Co.

I

REQUEST FOR BID

**INSTRUCTIONS AND SPECIFICATIONS FOR PURCHASE AND
IMPLEMENTATION OF A PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM**

The County Clerk of the County of McLean will receive sealed bids in the Office of the County Clerk, McLean County Law and Justice Center Building, 104 W. Front Street, Room 704, Bloomington, Illinois 61701 until 11:00 a.m. on January 5, 2004.

ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

**“PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM”
11:00 A.M. JANUARY 5, 2004**

The McLean County Clerk reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any proposal. Information is available from the McLean County Clerk's Office, McLean County Law and Justice Center Building, 104 W. Front Street, Room 704, Bloomington, Illinois 61701.

Telephone: (309) 888-5190, Fax: (309) 888-5932, E-Mail peggyam@mclean.gov

The documents constituting component parts of the Bid Form are the following:

- I Request for Bid
- II Requirements for Bidding and Instructions to Bidders
- III General Specifications
- IV Technical Specifications
- V Bid Forms

Legal Notice for Bids published in the Pantagraph, Bloomington, Illinois, December 24, 2003.

II

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

The bidder must submit a bid on the forms furnished by the McLean County Clerk. All blank spaces on the bid form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids shall be sealed in an envelope and marked as required in the instructions. The bid is contained in these documents and must remain attached hereto when submitted.

TAXES NOT APPLICABLE

The County of McLean as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from bid. Our Tax Exempt Number is: E9994-9946-04.

PROMPT PAYMENT ACT

The bid should provide that all payments are subject to the Local Governmental Prompt Payment Act.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no bidder shall withdraw or cancel his bid for a period of sixty (60) days after said advertised closing time for the receipt of bids; the successful bidder shall not withdraw or cancel their bid after having been notified by the McLean County Clerk that said bid has been accepted by the McLean County Clerk.

CATALOGS

Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work they propose to furnish.

CANCELLATION

The County of McLean reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions, and specifications of this contract.

COST OF BID

Expenses incurred in the preparation of proposals in response to this bid are the Bidder's sole responsibility.

USE OF TRADE NAMES

In cases where a specified item is identified by a manufacturer's name, trade name, or other references, it is understood that the bidder proposes to furnish the item identified. If the bidder proposes to furnish an "equal," the proposed "equal" item must be so indicated in the written bid. The County shall be the sole determiner of the equality of the substitute offered.

DELIVERIES

All materials shipped to the County of McLean must be shipped F.O.B. designated location, County of McLean, Bloomington, Illinois as directed by McLean County Clerk.

DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on bidder's letterhead, signed, and attached to the Request for Bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

COMPLIANCE WITH LAWS

All services, work and materials must comply with all federal and state laws, County of McLean ordinances, rules and regulations that in any manner affect the production and sale of the product or service contained herein. In the event federal or state funds are being used to fund this contract, additional certifications, attached as amenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

ENTIRE AGREEMENT

These Standard Terms and Conditions of Bid shall apply to any contract or order awarded as a result of this Request for Bid except where special requirements are stated elsewhere in the Request; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, the Non-Discrimination Clause.

NON-COLLUSION

The Bidder, by its officers, agents or representatives (hereafter referred to the Bidder) present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer or the County of McLean, Illinois, whereby, the Bidder has not paid or is to pay to such Bidder or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay,

deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this bid.

NON-BARRED BIDDING

The Bidder is not barred from bidding on this Contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

The Bidder, by signing the bid form, acknowledges, understands, and abides by all of the above "Requirements For Bidding And Instructions To Bidders".

III

GENERAL SPECIFICATIONS

1. **INTENTION** – McLean County, Illinois is seeking a qualified Contractor to provide replacement equipment for casting of votes and for tabulation and reporting of election results, in accordance with the following specifications. The County is requesting prices to purchase and implement a precinct count optical scan voting system. All equipment and accessories furnished under these specifications shall be new, the latest model in current production.
Acknowledged & Accepted
2. **WORK INCLUDED** – The work to be performed by the Contractor shall include, but not be limited to, furnishing and delivering the equipment, implementing, training, supporting and maintaining the system. **Acknowledged & Accepted**
3. **TIME FOR COMPLETION** – All work, with the exception of maintenance and support, in accordance with this contract shall be completed by March 1, 2004. If an award is made for a precinct count optical scan voting system, the software plus one device for testing must be delivered within five (5) days of request and shall remain with McLean County until contract delivery. Contractor must be able to carry out terms of contract for supply, delivery and implementation of system and training prior to March 1, 2004. The McLean County Clerk requires the bidder to meet the following additional deadlines unless otherwise agreed to by the McLean County Clerk: All Optical Scan ballot boxes must be delivered to locations specified by the McLean County Clerk by February 1, 2004. McLean County Judges of Election classes will be trained on-site by bidder and will be completed by February 15, 2004. All McLean County Clerk required staff will be thoroughly trained on-site for the Optical Scan System and all pertinent election processes associated with same by February 15, 2004. Subsequent election deadlines shall be as appropriate. **Acknowledged & Accepted**
4. **BID PRICES** - The bid price shall include the cost for all of the work to be performed in accordance with the terms and conditions herein. **Acknowledged & Accepted**
5. **CONTRACT TERM** – This contract shall be in effect for a one (1) year period from the date of acceptance for warranty and for additional purchases in accordance with the unit prices of this bid; three (3) years for maintenance services. **Acknowledged & Accepted**

6. **AWARD** – McLean County Clerk reserves the right to determine the item(s) that best meet our needs and to award a contract to the lowest, responsive and responsible bidder who best meets the qualifications set forth herein. **Acknowledged & Accepted**
7. **PERSONAL EXAMINATION** – Bidders are required to satisfy themselves as to work involved and of the difficulties likely to be encountered in the performance of work under this contract. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for failure to or omission on the part of the contractor to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.
Acknowledged & Accepted
8. **INSURANCE** – The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County of McLean with evidence of insurance. Insurance in the following types and amounts are necessary:
- ◆ Worker’s Compensation Insurance covering all liability of the Contractor arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act.
 - ◆ Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

\$1,000,000 each occurrence
\$2,000,000 general aggregate
- Acknowledged & Accepted**
9. **OWNERSHIP** - The County will have exclusive ownership of the election information collected, tabulated, and reported as a result of this project. **Acknowledged & Accepted**
10. **CERTIFICATION** – The proposed voting system shall be certified by the Illinois State Board of Elections for use in Illinois as required by law with certification documents provided. Each prospective bidder is responsible for familiarizing itself with the State Board’s certification procedures and is to be certified by date of award. The voting system proposed shall meet or exceed the standards for electronic voting equipment established by the Federal Election Commission. The proposed system must be capable of modification to meet all future requirements of the Illinois Election Code and all applicable regulations and laws. All modifications are to be the sole responsibility of the Contractor. In the event that the State revokes certification of the system, the Contractor shall forfeit their security guarantee. **Acknowledged & Accepted**
11. **CONTRACTOR QUALIFICATIONS** –
- ◆ Experience and Qualifications as Evidenced by: **Enclosed herein**

Company background and history;

Resumes for lead staff who would work on this project;
Relevant experience with comparable projects covering similar geographic
extents; and
Client references

◆ Ability to Meet the Project Schedule and Complete the Project as Evidence by:

Size of company - number of skilled employee;
Adequacy of resources/financials;
Ability to meet scheduled completion dates;
Understanding of project milestones; and
Project management

Enclosed herein

12. **EASE OF USE** – The voting system shall be constructed so voters may readily and easily learn the method of operation. The equipment shall be constructed to be durable and safely and easily transported. The contractor shall provide information including size, weight, etc., of each component of the system (e.g., tabulation unit, ballot box, battery, charger, etc.). Bidder shall state, for each component, whether it is integrated into the precinct tabulator unit or is an external device. Equipment shall use standard three (3) prong 120V AC electrical outlet. **Enclosed herein**
13. **ASSIGNMENT** – The Contractor may not reassign any award made, as the result of this bid, without prior written consent from the County. **Acknowledged & Accepted**
14. **TITLE** – The Contractor warrants that on the delivery date, Contractor shall have good title, free and clear of all liens, claims, and encumbrances of whatever kind. Title shall pass to the County upon final payment to the Contractor. **Acknowledged & Accepted**
15. **ITEMS TO BE SUBMITTED** – Bidders shall submit **One (1) Original and Two (2) Copies** of the completed bid document with submittal information as follows. Include a table of contents, page numbers, and marked or numbered tabs between the sections:
 - A. **Bid Sheet**
 - B. **References and Qualifications**
 - C. **Equipment Specifications** – a detailed description of your election system and a point by point response to the requirements of these specifications including a summary of features/abilities of your system that will benefit McLean County that are not specified in the bid.
 - D. **Software Specifications** – including software release and updated software version information.
 - E. **Recommended Hardware** – Contractor shall include hardware specifications necessary to accommodate the system proposed. (Bidders may include hardware as a separate price. It will be the County's decision as to whether hardware will be purchased under a separate contract or included as part of this bid package.)
 - F. **Project Coordination and Management** – Provide complete description of the services proposed.
 - G. **Training** – Provide a complete description of the staff training program proposed including samples.

- H. **Support Procedures** – Provide complete description of the support services provided for questions and problems.
 - I. **Financial Stability** – Provide financial information and attach an audited financial statement for the most recent fiscal year end.
 - J. **Additional Software** – List additional proprietary software or any other additional software that must be purchased to run the system.
 - K. **Repair Parts List** – Include a price list of the most commonly used parts.
 - L. **Project Schedule** – Provide a project schedule with timeline from date of award of contract. Include name, resume, and estimate of time dedicated by the project manager, installation team, and trainer(s).
 - M. **Additional Information and Comments** - Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.
16. **EVALUATION CRITERIA** – Bids will be reviewed and a company selected on the following criteria (not listed in specific order):
- A. Contractor Qualifications as referenced herein
 - B. Price
 - C. Compliance with the requirements of the bid
 - D. Ability of the proposed system to satisfy the specifications
 - E. Contractor support
 - F. Project schedule and ability of contractor to meet time lines
 - G. Integration with existing voting registration system without conversion
- Acknowledged & Accepted**
17. **JURISDICTION, VENUE, CHOICE OF LAW** – This bid and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Illinois. Venue shall be in the Circuit Court of McLean County.
Acknowledged & Accepted
18. **INDEPENDENT CONTRACTOR** – The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of McLean County. **Acknowledged & Accepted**
19. **ACCEPTANCE** – Acceptance shall be defined as the time when the first countywide election is completed without any problems or malfunctions specific to the system, and the system works as detailed in the contract. **Acknowledged & Accepted**
20. **APPLICATION SOFTWARE WARRANTIES** – The Contractor warrants that, for a period of one (1) year from the date of Acceptance, the Application Software used in conjunction with the Network shall operate in accordance with the terms set forth in this Agreement, (“Warranty of Operation”). Any errors or non-conformance to the Agreement within the warranty period shall be corrected by the Contractor at no charge to McLean County. McLean County shall be entitled to unlimited telephone support and shall receive all new versions, releases and updates to the Application Software during the warranty period or subsequent periods covered by a software maintenance agreement at no charge to McLean County.

The Contractor covenants and represents that the Application Software and all related materials supplied to McLean County hereunder do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret, or any other right of any third party. The Contractor shall indemnify and save harmless McLean County from any suit or proceeding (including without limitation any judgment awarded thereunder, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorney incurred in respect of the same) brought against McLean County by reason of any such infringement or any wrongful use.

Acknowledged & Accepted

21. **LICENSE** – The Contractor shall grant McLean County a perpetual, nontransferable, nonexclusive license to use the Application Software. McLean County shall have the absolute right to upgrade or replace any equipment and continue to use the Application Software. McLean County shall not be required to pay the Contractor any additional licensing fee or other fees as a result of using the Application Software in conjunction with upgraded or replacement equipment. **Acknowledged & Accepted**
22. **PROJECT MANAGER** – a project manager shall be assigned who has long term, successful experience in implementation of this system, for similar sized customers. The project manager, and their qualifications, shall be submitted with the bid. The project manager shall be present at the system demonstration and must be assigned to McLean County throughout the contract period. Replacement of the project manager, if necessary, must have equal qualifications to those of the project manager originally identified. **Acknowledged & Accepted**
23. **COMPLIANCE WITH THE SPECIFICATIONS** – Each bidder must answer all questions in the bid. If you are unable to comply with a specific item in the bid, you are to prepare a list of exceptions and include the exceptions in your cover letter. If you do not indicate exceptions to the Requirements, you therefore guarantee that you fully comply with the Requirements. Exceptions to the specifications may cause your bid to be disqualified. **Acknowledged & Accepted**
24. **SECURITY GUARANTEE** – Each bidder shall submit a bid/performance/maintenance bond or cashier's check or irrevocable letter of credit in the amount of \$10,000 to serve as a guarantee that the Contractor shall enter into a contract with McLean County to perform the work identified herein, at the price bid. This security shall be retained by the County throughout the contract term, including maintenance to guarantee the Contractor's performance in accordance with the terms and conditions of the contact. In the event that the State revokes certification of the system, the Contractor shall forfeit their security guarantee. **Enclosed herein**
25. **WARRANTY** – All equipment and accessories furnished under this contract shall be of good quality, workmanship and material, and fit for the use intended. The bidder shall provide a minimum one-year (12-month) warranty for all equipment and software, or manufacturer's standard warranty if longer. This warranty shall provide for 100% parts and labor, including software updates required to service the equipment during the warranty period, for all equipment, hardware, software, labor, and services to keep the system in proper working order. Consumable supplies are excluded from this warranty.

The warranty period will commence upon the successful completion of the acceptance period. The manufacturer must guarantee parts availability for the election system for a minimum of ten (10) years from the date of the installation. The Contractor must be the manufacturer, subsidiary of the manufacturer, or an authorized distributor/dealer of system(s) bid. In the case of a subsidiary or distributor/dealer, the manufacturer must agree to provide maintenance through an alternate source authorized by the manufacturer. The Contractor must respond to concerns within two (2) hours and guarantee repair within three (3) days prior to any Election Day. If concerns or problems occur on Election Day, Contractor must respond within thirty (30) minutes and repair guaranteed within two (2) hours. **Acknowledged & Accepted**

26. **SUPPORT SERVICES** – The Contractor shall provide on-site support services at no additional cost for three (3) consecutive working days, selected by the McLean County Clerk, preceding and throughout the entire election day from twenty-four (24) hours before polls open through completion of election tabulation for the next two calendar elections: the March 2004, and the November 2004. During election cycle the contractor shall provide twenty-four (24) hour support by telephone, using a toll-free number. Responses shall occur within two (2) hours and repair guaranteed within three (3) days prior to any election. If concerns or problems occur on Election Day, Contractor must respond within thirty (30) minutes and repair guaranteed within two (2) hours. **Acknowledged & Accepted**

27. **MAINTENANCE** – The bidder shall submit bid pricing for three (3) additional years of maintenance subsequent to the one (1) year warranty period for the equipment and system software. The maintenance period will begin one (1) year after the date of the system acceptance. Contractor shall specifically identify routine maintenance and repairs which our technicians, when trained, can be expected to perform. The contractor must respond to concerns within two (2) hours and guarantee repair within three (3) days prior to any Election Day. If concerns or problems occur on Election Day, Contractor must respond within thirty (30) minutes and repair guaranteed within two (2) hours. **Acknowledged & Accepted**

28. **QUANTITY/UNIT PRICES** – The quantities indicated are the total quantity to be purchased. Unit prices must remain firm/fixed at the bid price for a one year period from date of acceptance. Written requests for price revisions after the one (1) year period shall be submitted in advance of receipt of order to McLean County. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. The County reserves the right to reject any price increase and to procure equipment elsewhere. **Acknowledged & Accepted**

29. **SOFTWARE MAINTENANCE AGREEMENTS & UPDATES** – All warranty and maintenance agreements shall include a software subscription program, to provide any software updates released by the manufacturer(s) during that period. The contractor shall provide all hardware or software program updates which are required or necessary to correct any deficiency, improve operations, or to meet changes in State of Federal regulations at no cost to the County during the twelve (12) month warranty period and thereafter, should the County subscribe to a valid Maintenance Agreement. **Acknowledged & Accepted**

30. **IMPAIRED ACCESS** – Describe the equipment necessary to make the system adaptable for the visually impaired and illiterate voter.
ADA voting as provided for in HAVA can be accommodated through the use of a touch screen voting system. The AccuVote-TS system is currently priced at \$3,500.00 per unit. The State of Illinois may require that every touch screen voting device be equipped with a voter verifiable paper audit trail. If this requirement applies, the cost of the proposed system could be significantly higher....and estimated additional \$500.00/unit. We can be more specific regarding this issue following further discussions with the SBE and election administrators around the state. Diebold/Fidlar is also investigating the possibility of integrating other experimental systems that could provide an alternative solution, like the AutoMark System marketed by Vogue Elections.
31. **BALLOT PRINTING** – McLean County reserves the right to contract with a commercial printer to print all ballot versions without fee paid to or encumbrance set by the contractor. **Acknowledged & Accepted**
32. **PRESENTATIONS** – Subsequent to the submittal of bids, bidders shall be available within five (5) days of written request by McLean County, to make a presentation on the election system bid, including supplying an in-precinct tabulator, operation and maintenance instruction manuals, and instruction on programming the software and system operations for McLean County personnel to familiarize themselves with the unit if requested by the County. **Acknowledged & Accepted**
33. **TRAINING** – The Contractor shall provide on-site training for designated staff of McLean County in the system's programming, set-up, coding use, data backup and recovery/retrieval procedures, generation of pre-election day reports, testing of accuracy and logic for the retrieval and accumulation of all results, reporting out to internet and intranet, ballot layout and design, routine file and system maintenance, and repair or preventative maintenance of equipment. Contractor shall describe provisions of the system for self-training including self-guided tours, wizards, videos, on-line help features, on-line documentation, etc. In addition, the contractor shall provide on-site programming assistance for eight countywide elections. A timeline shall be provided for all training. The Contractor shall also provide training support to McLean County Clerk staff in training election judges, field staff, and technical support by February 15, 2004. Submit with your bid, a copy of a video, if available, on use and operation of the equipment for the purpose of training poll workers. **Acknowledged & Accepted**

IV

TECHNICAL SPECIFICATIONS

BACKGROUND

McLean County currently conducts all general, primary, and special elections for over 47,000 registered voters in 66 precincts voting at 57 different polling sites within McLean County excluding the City of Bloomington. For mail and absentee voting, there are six locations. McLean County had a combined total of approximately 1,500 absentee ballots requested in the 2000 General Election. Since approximately 1975, elections have been conducted using punch-card ballots tabulated on a centrally based system.

Currently McLean County uses the punch card system with 12 columns of punch positions.

PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM

Bidders shall indicate how the optical scan system bid meets the following attributes:

(Typical answers are as follows, unless further explanation is necessary. Attach separate sheets if required.)

- Y - Feature is provided in standard system as a fixed feature
- N - Feature is not provided
- U - Feature is provided in standard system as a user-defined option
- M - Contractor will modify the system to include the item at no cost to the County

GENERAL CONTRACTOR RESPONSE

1. The ballot tabulation unit shall be an optically scanned, precinct-based unit that is voter initiated, records voter's choices, including write-in votes, and tallies results. A unit shall include the optical precinct count device, a ballot box with standard feature to separate write-in votes, a carrying case for the optical count device, a memory pack or card, an uninterruptible power supply and charging device with all required cabling. Y
2. The precinct tabulator shall be capable of accepting and processing ballots in any of four orientations (face up head or foot first, face down, head or foot first). Y
3. The computer program for the election system shall be installed and backed up on the county network and executed on a local device. The contractor shall provide specifications on the minimum hardware requirements for the local device. Y
4. The source document for the voting system proposed shall be a paper ballot, on which offices and candidates may be printed in multiple columns and numerous positions on both the front and back. Contractor shall specify the maximum number of available columns and rows in which voting positions can be placed on the maximum size ballot.

Contractor shall specify the maximum ballot size in inches, as well as the minimum and maximum paper weight. Y

Columns 4 # Rows 69 Max ballot size 19 inches

Min paper weight 90 lb. Max paper weight 90 lb.

5. The contractor shall provide the appropriate instructions and templates for McLean County to provide to commercial printers for printing the optical scan paper ballots. Y **Printers Kit - \$1,500.00**
6. The precinct tabulator shall be equipped with a message device for the purpose of communicating information to assist poll workers and/or voters. The precinct tabulator shall clearly indicate to the voter and/or poll worker whether or not a jammed or misfed ballot has been counted. Contractor shall instruct the McLean County Clerk about the message device and its operation. Y
7. The precinct tabulators shall be interchangeable and shall employ a removable memory device, which contains an internal backup battery to preserve and protect election data and vote totals in the event of a power failure and/or a total system failure. Y
8. If optical scan technology employs the use of read heads, the precinct tabulator shall be equipped with self-adjusting read heads that are capable of scanning multiple columns on each side of a ballot. The read heads must also contain the ability to remove glare from marks and bidder must describe how that is accomplished. Contractor shall specify the number of columns that can be scanned on each side of the ballot. Y

Columns scanned per side 4
9. If a memory card or memory pack is utilized by the system to retain vote totals, state the capacity(s) of the cards or packs in terms of amount of memory, as well as the price per each type of card or pack. If the cards or packs are powered by an on-board battery, state the price and method of replacement of the battery. Y

Memory capacity 128KB \$/each \$175.00

Battery Powered (Y/N) Y Battery \$ 3.00
10. The precinct tabulation system shall comply with the Tabulation System Specifications stated herein. Y
11. The software shall allow a single precinct tabulator to serve a multiple precinct polling location by distinguishing between the different precincts ballots and shall be capable of producing individual precinct printouts with totals. Vendor shall provide references of existing customers using a single precinct tabulator to serve multiple precincts. Y
12. The software shall allow for the seamless integration with the iVoter voter registration system. Vendor shall provide references of existing customers using the iVoter voter registration system and the proposed optical scan voting system. Y

13. The software shall allow for the bidirectional use of ballot composition and active ballot position layout. Vendor shall provide references of existing customers using that feature.

Y

14. The software shall allow for the number of active voting targets to be in excess of 500 and they may be placed on either side of the candidate or issue to be voted and utilized within a four or five column format on the front or back of the ballot. The software shall also allow for a four column format either above or below the three column format. Vendor shall provide references of existing customers using a four-column active target format.

Y

15. The optical scan precinct count voting system shall have the capability of printing ballots on demand (for early or absentee voting). It shall be capable of printing draft ballots for each ballot style and capable of utilizing standard size paper without any pre-existing ballot timing marks or preprinted ballot shells.

Y

16. The system shall have and the Contractor shall indicate the specifications of a printer with at least 600 x 600-dpi resolution. The printer shall be capable of printing an area at least as large as the maximum length ballot the system is capable of using. The printer shall be capable of printing on paper the weight specified for the optical scan ballot. McLean County reserved the right to purchase hardware outside the contract. Vendor shall give complete specifications on printing system, including speed, rated life cycle of printer, etc. Bid shall include a new ballot on demand printer, HP9100 or the latest model in current production.

Y

Make HP9100 Model _____

Speed 25 ppm - duplex Price \$ Included

17. Describe the system option to permit each voter, at the general election, to override the straight political party ticket by one or more marks, should Illinois law change.

This operation/function is controlled by the GEMS application software. The

Illinois SBE may require additional certification and testing in the event that

this option is re-instated.

18. The Contractor shall state whether a single entry of data will be required to both program the election and provide information required for ballot layout and design, or if the ballot layout and design capability requires re-entry of the information on candidates and contests already entered during the programming of the election. Single entry Y

19. Describe the recommended procedures for backup and recovery/retrieval.

In the case of a soft error that leaves the system hardware in an operable state, such

as a power failure, data integrity is maintained by a database transaction

mechanism. Hard failures such as a hard disk crash, will require the database to be recovered from the back up. Redundant systems will also aid in the protection of data in the event of such a failure.

20. Describe all options the election management software provides for jurisdiction-wide accumulation of election night results.

Totals are transmitted to the central tabulation site either through standard modem or directly via memory cards, or from regional sites using an AccuVote or a computer running GEMS software. Results may also be transferred over any medium used by POTS, including analog or digital cellular. Data is transferred using a proprietary communication protocol with two-way password authentication. There are a number of different scenario's that can be explored and implemented following a careful analysis of McLean County's requirements.

21. Contractor shall state whether or not the system design has a standard feature to allow for automatic write-in vote detection with standard separate compartment for efficient tabulation at the end of election night or if it is an optional feature. Standard _____

Note: Please provide customer references wherever applicable for each of the technical questions listed above.

CONTRACTOR QUALIFICATIONS
(ATTACH ADDITIONAL PAGES AS NEEDED)

Office from which this contract will be administered:

Fidlar Election Company

Name

4450 48th Avenue Court Rock Island IL 61201
Address City State Zip

800-747-4600 309-794-3201 javb@fidlar.com
Telephone Fax E-Mail

Project Manager (Attach Resume) Dana Pittman

Years in Business 150 + years Number of Employees 60

Annual Sales \$ 15 million Dunn & Bradstreet # _____

List Key Personnel who will be involved with this contract (Attach Resumes)

Name/Position/Number of Years Experience in Area of Responsibility:

Data Pittman – 15 years – Project Coordinator

Terry Desmond – 12 years – Election Specialist

System meets all state and federal election regulatory and legal requirements?

Yes X No _____

List of any election contest, recounts, or the like involving the entity's system.

Agency/Date/Description:

There are no pending recounts or election contests involving the AccuVote System.

List of special tools or instruments required for maintenance of the equipment.

Tools/Purpose/Price:

A screwdriver, lint free cloth and a can of compressed air is all that is required to handle routine equipment maintenance described below.

Specify routine maintenance and repairs which we can be trained to perform.

Task:

Pre and post election maintenance is very simple to perform on the
AccuVote System. Typically, maintenance of the equipment includes
changing the printer ribbon, cleaning the read station, performing system
diagnostics and charging the internal 12V battery. Generally speaking,
it takes approximately 5 minutes per AccuVote unit to perform these tasks.
Re-charging of the battery will vary depending on the level of the battery
strength. Re-charging is accomplished by merely plugging the AccuVote unit
into an outlet.

REFERENCES:

List below other organizations [with particular emphasis on work done in Illinois] for which these or other similar services have been provided.

- 1) **DuPage County, IL**
Agency Name
- 421 N. County Farm Rd.**
Address
- Wheaton, IL 60187**
City, State, Zip
- 630-682-7440** **630-690-1660**
Telephone Fax E-Mail
- Robert Saar - Executive Director**
Contact Person
- 2001** **Since Primary 2001**
Date of Service Date of Elections Used
- 600,000**
Number of Registered Voters
- AccuVote OS**
System Description
- 2) **DeKalb County, IL**
Agency Name
- 110 E. Sycamore St.**
Address
- Sycamore, IL 60178**
City, State, Zip
- 815-895-7149** **815-895-7148**
Telephone Fax E-Mail
- Sharon Holmes - County Clerk**
Contact Person
- 1999** **Since General 1999**
Date of Service Date of Elections Used

48,744
Number Registered Voters

AccuVote OS
System Description

3) McHenry County, IL
Agency Name

Woodstock, IL 60098
City, State, Zip

<u>815-334-4242</u>	<u>815-334-8727</u>	
Telephone Number	Fax	E-Mail

Kathie Schultz -- County Clerk
Contact Person

<u>2000</u>	<u>Since Primary 2000</u>
Date of Service	Date of Elections Used

169,530
Number of Registered Voters

AccuVote OS
System Description

4) Peoria County, IL
Agency Name

324 Main St.
Address

Peoria, IL 61602
City, State, Zip

<u>309-672-6070</u>	<u>309-672-6063</u>	
Telephone	Fax	E-Mail

JoAnn Thomas -- County Clerk
Contact Person

<u>2002</u>	<u>Since Primary 2002</u>
Date of Service	Date of Elections Used

49,176
Number Registered Voters

AccuVote OS
System Description

5) McDonough County, IL
 Agency Name

1 Courthouse Square
 Address

Macomb, IL 61455
 City, State, Zip

309-833-2474 309-836-3368
 Telephone Fax E-Mail

Florine Miller – County Clerk
 Contact Person

1999 Since Primary 1999
 Date of Service Date of Elections Used

18,455
 Number Registered Voters

AccuVote OS
 System Description

PROJECT MANAGER REFERENCES:

Provide three governmental references for Projects of similar size and nature managed by the Project Manager.

1) Grundy County, IL
 Agency Name

111 E. Washington St.
 Address

Morris, IL 60450
 City, State, Zip

815-941-3222 815-942-2222
 Telephone Fax E-Mail

Lana Phillips – County Clerk
 Contact Person

Election Training and Support
 Project Description

Project Dates: From to Completion

2) **Douglas County, IL**

Agency Name

401 S. Center

Address

Tuscola, IL 61953

City, State, Zip

217-253-2411

Telephone

217-253-2233

Fax

E-Mail

Jim Ingram – County Clerk

Contact Person

Election Training and Support

Project Description

Project Dates: From to Completion

3) **Peoria County, IL**

Agency Names

324 Main St.

Address

Peoria, IL 61602

City, State, Zip

309-672-6070

Telephone

309-672-6063

Fax

E-Mail

JoAnn Thomas – County Clerk

Contact Person

Election Training and Support

Project Description

Project Dates: From to Completion

BID FORM

TO: **Peggy Ann Milton, McLean County Clerk**
Law and Justice Center
104 W. Front Street, Room 704
Bloomington, Illinois 61701

DATE: January 5, 2004

The undersigned declares he has carefully examined the requirements, information sheet, detailed specifications and bid form. In addition, the undersigned declares that this bid is made without any connection with any person making another bid, that the bid is in all respects fair and without collusion or fraud, that no member of the McLean County Board or other officer of the County, or any person in the employ of the County is directly or indirectly interested in this bid, or in any portion of the profits thereof. The undersigned bidder by submission of the bid form accepts and incorporates all of McLean County's specifications as listed herein.

Hardware and Software for a Quantity of 62 machines:

System Price: \$ 322,400.00

Unit Price Per Machine: \$ 5,200.00 discounted price

Training: State pricing with complete details:

\$ 1,150.00 Election Judge Training per day

2 Public Awareness Trainings \$2,300.00

62 Ballot Bags @ \$65.00 each

Warranty: \$ 1 year manufacturer warranty from date of delivery

Shipping and Handling Charges: \$ _____

State Prices for Third Party Items and include detailed Warranty and Maintenance Information:

\$ not applicable

Software and Hardware Maintenance Costs:
(Provide complete detailed description of maintenance services)

1st Year Warranty: Included

2nd Year Warranty: \$ _____ Software
 \$ 175.00 per unit Hardware Optional

3rd Year Warranty: \$ _____ Software
 \$ 175.00 per unit Hardware Optional

SIGNATURE *Larry Mandel*

PRINT/TYPE NAME Larry Mandel

CONTACT PERSON Jay C. Bennett, Jr.

COMPANY Fidlar Election Co.

ADDRESS 4450 48th Avenue Court

CITY/STATE/ZIP Rock Island, IL 61201

TELEPHONE NO. 390-794-3200

FAX NO. 309-794-3201

E-MAIL ADDR. jayb@fidlar.com

FEIN NO. 38-3500235



McLean County

REBECCA C. McNEIL
COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: December 31, 2003

To: Members of the Finance Committee

From: Rebecca McNeil
McLean County Treasurer

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation program. This agreement was entered into in conjunction with the specifications in section 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels to productive use and back onto the tax rolls.

Attached is a summary of the 2003 auction that was held in October. Through this program, a total of 9 parcels were sold which carried a combined delinquency of \$13,105.25. To complete the conveyance of these real estate parcels it is necessary the following Resolutions to be signed. Each Resolution authorizes the County Board Chairman to execute a deed of conveyance of the County's interest or to authorize the cancellation of the appropriate certificates for each parcel in exchange for the auctioned bid amount.

Thank you for your consideration of this matter.

Summary of 2003 McLean County As Trustee Auction

<u>Cert#</u>	<u>Parcel#</u>	<u>Prior Forf</u>	<u>TY 1999</u>	<u>TY2000</u>	<u>TY2001</u>	<u>Total Delq</u>	<u>Auction Proceeds</u>	<u>Distribution Summary</u>			
(99)118-120	03-02-485-001,3,4		732.44	652.21	691.62	2,076.27	750.00	18.00	J Meyer	250.00	482.00
(98)221	07-21-401-001	3,053.12				3,053.12	501.00	18.00		250.00	233.00
(99)139	11-24-302-005		198.76	176.12	187.25	562.13	810.00	18.00		250.00	542.00
(99)016	18-05-278-004		156.28	136.38	146.27	438.93	470.00	18.00		250.00	202.00
(99)628	21-03-307-031		1,210.39	1,184.91	1,229.95	3,625.25	7,500.00	18.00		1,870.50	5,611.50
(99)845	21-09-276-021		136.45	110.62	113.16	360.23	501.00	18.00		250.00	233.00
(98)179	30-20-426-001	2,989.32				2,989.32	500.00	18.00		250.00	232.00

WOLEAN COUNTY

DATE: December, 2003

MONTHLY RESOLUTION LIST

PAGE 1

RES NO.	ITEM NUMBER	TYPE OF TRANS	ACCOUNT NAME	TOTAL COLLECTED	COUNTY CLERK	AUCTIONEER	RECORDER	AGENT	COUNTY TREASURER
1	S1003001B	Sale	BELL(VICTOR	\$750.00	\$0.00	\$0.00	\$18.00	\$250.00	\$482.00
2	S1003002B	Sale	BRODERICK(LEE	\$501.00	\$0.00	\$0.00	\$18.00	\$250.00	\$233.00
3	S1003005B	Sale	SANDERSON(DALE H & ROBERTA K	\$810.00	\$0.00	\$0.00	\$18.00	\$250.00	\$542.00
4	S1003010B	Sale	HETHMON(LYNN R	\$470.00	\$0.00	\$0.00	\$18.00	\$250.00	\$202.00
5	S1003011B	Sale	WILLIAMS(ALAN R	\$7,500.00	\$0.00	\$0.00	\$18.00	\$1,870.50	\$5,611.50
6	S1003014B	Sale	MILLER(LAURA	\$501.00	\$0.00	\$0.00	\$18.00	\$250.00	\$233.00
7	S1003020B	Sale	SHIRLENE STARK TRUCKING	\$500.00	\$0.00	\$0.00	\$18.00	\$250.00	\$232.00
<u>TOTALS</u>				\$11,032.00	\$0.00	\$0.00	\$126.00	\$3,370.50	\$7,535.50

CLERK FEES \$0.00

RECORDER FEES \$126.00

TOTAL TO COUNTY \$7,661.50

Committee Members

AMENDMENT NUMBER 2 TO

McLean County, Illinois
CAFETERIA PLAN

BY THIS AGREEMENT, the McLean County, Illinois Cafeteria Plan (hereinafter referred to as the "Plan") is hereby amended as follows, effective as of January 1, 2004:

1. The definition of "Medical Expenses" is amended to read as follows:

"Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. However, a Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's spouse or individual policies maintained by the Participant or his spouse or Dependent. Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

IN WITNESS WHEREOF, this Amendment has been executed this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

McLean County, Illinois

By _____
EMPLOYER

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned officers of McLean County, Illinois (the County) hereby certifies that the following resolutions were duly adopted on _____, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that Amendment Number 2 to the Cafeteria Plan effective January 1, 2004 presented to this meeting is hereby approved and adopted and that the proper officers of the County are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

RESOLVED, that the proper officers of the County shall act as soon as possible to notify employees of the County of the adoption of this Amendment Number 2 to the Cafeteria Plan by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B respectively, are true copies of Amendment Number 2 to the McLean County, Illinois Cafeteria Plan and Summary Plan Description - Material Modifications approved and adopted in the foregoing resolutions.

Plan Administrator

Date: _____

McLean County, Illinois
CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION
MATERIAL MODIFICATIONS

I

INTRODUCTION

McLean County, Illinois has amended your Cafeteria Plan as of January 1, 2004

This is merely a summary of the most important changes to the Plan. If you have any questions, contact your Plan's Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II

SUMMARY OF CHANGES

1. Health Care Reimbursement Plan

You may now request reimbursement for any "over the counter" drugs that are purchased for medical purposes.

MEDICAL EXPENSE REIMBURSEMENT WORKSHEET

This worksheet will help you estimate your annual medical costs which may not be reimbursed by a health plan. This list is not intended to be comprehensive, but it contains some of the more common medical expenses. Please review the attached list for additional qualifying medical care expenses.

List all costs that are not reimbursed by other coverage incurred by you, your spouse or qualified dependents:

QUALIFYING EXPENSE	ESTIMATED ANNUAL EXPENSE
Medical doctors' fees	\$ _____
Annual physical examinations	_____
Dental examinations	_____
Eye examinations	_____
Eyeglasses	_____
Contact lenses	_____
Drugs	_____
X-rays	_____
Lab fees	_____
Hospital services	_____
Chiropractors	_____
Hearing aids	_____
Surgery	_____
Ambulance service	_____
Nursing home costs	_____
False teeth	_____
Psychiatrists	_____
Psychologists	_____
Acupuncturists	_____
Orthodontists	_____
_____	_____
_____	_____
_____	_____
TOTAL ESTIMATED ANNUAL EXPENSES	\$ _____ (A)
NUMBER OF PAY PERIODS	_____ (B)
AMOUNT OF REDUCTION PER PAY PERIOD (A/B)	\$ _____

QUALIFYING MEDICAL CARE EXPENSES

Under the Plan, you will be reimbursed only for medical expenses. They include, for example, expenses you have incurred for:

1. Medicine, drugs, birth control pills and vaccines.
2. Medical doctors, dentists, eye doctors, chiropractors, osteopaths, podiatrists, psychiatrists, psychologists, physical therapists, acupuncturists and psychoanalysts (medical care only).
3. Medical examination, X-ray and laboratory service, insulin treatment and whirlpool baths the doctor prescribed.
4. Nursing help. If you pay someone to do both nursing and housework, you can be reimbursed only for the cost of the nursing help.
5. Hospital care (including meals and lodging), clinic costs and lab fees.
6. Medical treatment at a center for substance abuse.
7. Medical aids such as hearing aids (and batteries), false teeth, eyeglasses, contact lenses, braces, orthopedic shoes, crutches, wheelchairs, guide dogs and the cost of maintaining them.
8. Ambulance service and other travel costs to get medical care. If you used your own car, you can claim what you spent for gas and oil to go to and from the place you received the care; or you can claim 13 cents a mile. Add parking and tolls to the amount you claim under either method.

You cannot obtain reimbursement for:

1. The basic cost of Medicare insurance (Medicare A).
2. Life insurance or income protection policies.
3. Accident or health insurance for you or members of your family.
4. The hospital insurance benefits tax withheld from your pay as part of the Social Security tax or paid as part of Social Security self-employment tax.
5. Nursing care for a healthy baby.
6. Illegal operations or drugs.

7. Travel your doctor told you to take for rest or change.
8. Cosmetic Surgery.
9. Long-term care expenses.

Qualifying medical expenses include only those expenses incurred for:

1. Yourself.
2. Your spouse.
3. All dependents you list on your federal tax return.
4. Any person that you could have listed as a dependent on your return if that person had not received \$2,450 or more of gross income or had not filed a joint return. This amount is adjusted each year for cost of living.

IRS Publication 502, Medical and Dental Expenses, has a checklist of most of the medical expenses that can be deducted and are therefore reimbursed under this Plan. Some other medical expenses are also reimbursable. However, regardless of any statements in Publication 502 to the contrary, expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care. Also, no reimbursement will be allowed for any privately held insurance policies or long-term care expenses.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department was awarded a grant in the amount of \$22,800.00 from the Illinois Emergency Management Agency (the "IEMA") for Local Emergency Operations Planning in August of 2003; and,

WHEREAS, the grant received from IEMA is to be used to purchase computer software and fund departmental overtime related to emergency planning, and said work has not been completed as of December 31, 2003; and,

WHEREAS, the IEMA has extended the grant period for unexpended balances to June 30, 2004; and,

WHEREAS, the Justice Committee, on Monday, January 5, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the expenditure of the remaining grant funds to be received from IEMA; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>GRANT AMOUNT</u>	<u>AMENDED BUDGET</u>
ESDA Grant			
0001-0047-0052-0407.0035	\$ 41,300.00	\$ 14,446.00	\$ 55,746.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

Overtime Pay

0001-0047-0052-0526.0001	\$ 2,000.00	\$ 12,350.00	\$ 14,350.00
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(2)

Office Supplies 0001-0047-0052-0601.0001	\$ 800.00	\$ 1,100.00	\$ 1,900.00
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Copy/Microfilm 0001-0047-0052-0621.0001	\$ 400.00	\$ <u>996.00</u>	\$ 1,396.00
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TOTAL		\$14,446.00	
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3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

ADOPTED by the County Board of McLean County this 20th day of January, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/iemaleopgrntx.jan04

LEASE AND CONTRACT EXTENSION AGREEMENT NO. 1
TO LEASE OF COURTHOUSE BUILDING AND CONTRACT
FOR OPERATION AND MAINTENANCE
DATED DECEMBER 3rd, 2003

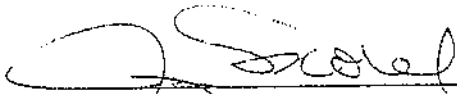
The undersigned as parties to that certain lease between them dated December 3rd, 2003, being a one year lease to the County commencing January 1st, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 2004 at an annual rent and payment of \$134,316 by each of them. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$134,316.

This Extension Agreement is dated this 16th day of December, 2003.

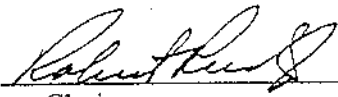
(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:



Secretary

By: 

Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

ATTACHMENT NO. TWO TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois, dated November 20th, 2001, between the undersigned parties, the City and the County agree to pay to the PBC for the period beginning January 1st, 2004 and ending December 31st, 2004 the sum of \$151,056.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building during such one-year period all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and the County agree to cause the necessary tax levies to be made to provide for the collection of the funds necessary to pay the amount hereinabove set forth.

This Attachment is executed this 2nd day of December, 2003 by the officers of the Public Building Commission and on December 16th, 2003 by the Officers of the County of McLean and on December __, 2003 by the Officers of the City of Bloomington.

COUNTY OF MCLEAN

By: _____
Chairman, County Board

ATTEST:

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF
McLEAN COUNTY, ILLINOIS

By: *Robert R. Reed*
Its Chairman

ATTEST:

[Signature]
Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

ATTACHMENT NUMBER 13 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated
December 18, 1990 between the undersigned parties, the parties hereby declare that the
provisions of said agreement are hereby extended to the period beginning on January 1, 2004,
and ending on December 31, 2004, and the County agrees to pay the Public Building
Commission for operation and maintenance for such period the sum of \$1,817,411.

This ATTACHMENT NUMBER 13 is executed this 2nd day of December, 2003, by the
officers of the Public Building Commission and on December 16th, 2003, by the officers of the
County.

ATTEST:

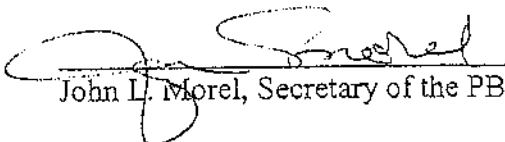
APPROVED:

Peggy Ann Milton, Clerk of the County
Board, Mc Lean County, Illinois

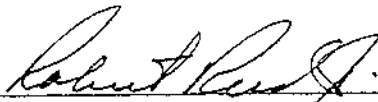
Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:

APPROVED:



John L. Morel, Secretary of the PBC

By: 

Robert W. Rush, Chairman

jir-wp8-12/4/01-H:\David\PBC\Attachment 13.wpd



OFFICE OF THE ADMINISTRATOR


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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

January 8, 2004

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

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

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

(1) NACo - County Membership Benefits

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

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

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

The Honorable Chairman and Members of the Executive Committee
January 8, 2004
Page Three

also shared with member Counties in the NACo newspaper, *County News*, and on the NACo website (www.naco.org). As a member County, the Research Department personnel are available by phone or via e-mail to answer questions and provide information and resources to assist member Counties.

(2) Cost of Membership

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

(3) NACo Conference Expenses

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

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

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

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

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

Thank you.



County Membership Benefits

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

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

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

#1: Lobbying - NACo represents Counties Nationwide

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

#2: Conferences

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

#3: Financial Services Center (FSC)

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

#4: County News

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

#5: Networking with Other County Officials

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

#6: Training/Workshops

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

#7: Research/Information

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

#8: NACo Web Site/Publication

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

#9: Access to national leaders

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

#10: NACo Promotes County Government

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

Financial Benefits**• Deferred Compensation Program**

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

• Financial Services Center (FSC)

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

County Projects and Programs

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

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

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

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

[Back](#)

NATIONAL ASSOCIATION OF COUNTIES (NACo) ANNUAL EXPENSES:

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

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

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

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

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

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

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



Annual Conference and Exposition

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

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

EXHIBIT INFORMATION

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

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

[2003 Annual Conference Updates](#)
[2003 Conference Highlights](#)

[Future NACo Annual Conference Dates and Locations](#)

Related Links

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

2005

July 15-19
City and County of Honolulu, Hawaii

2006

July 21-26
City and County of Denver, Colorado

2007

July 13-17
Richmond, Virginia

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

2004

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

2005

March 4 - 8
Marriott Wardman Park Hotel
Washington, DC

2006

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

2007

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

2008

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

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