

Proceedings
of the
County Board
of
McLean County,
Illinois

January 20, 2004

*Subject to approval at
February 17, 2004
County Board Meeting*



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January 20, 2004

The McLean County Board met on Tuesday, January 20, 2004 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

*Late

The following Member was absent:

Member Duffy Bass.

Appearance by Members of the Public and County Employees:

Chairman Sweeney stated there were no requests.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. No requests were made.

The Consent Agenda read as follows:

CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, December 16, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from December 30, 2003 for County and Township Projects
 - 2) Request Approval of Bridge Petition – Lexington Road District, Section 2003 Lexington Joint Culvert
 - 3) Request Approval of Engineering Services Agreement For Inspection of Timber Bridges
- C. Building & Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Deny the application of Pat Kaiser in case 3-73-S. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses or on the basis of unique circumstances on property which is located in Cheneys Grove Township immediately west of 3700 East Road and approximately 1/8 mile south of 1100 North Road
 - b) Approve the application of Lisa Stills in case 03-74-S. She is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District which is located in Empire Township at 29871 E 700 North Road, LeRoy
 - c) Approve the application of Dave Capodice in case 03-75-S. He is requesting a special use to allow a contractor's shop and office with an accessory solid waste collection/ processing use in the M-1 Restricted Manufacturing District and a request to waive the paving requirements for the driveways and to waive the screening requirements to the north, south and west of this property. This is on property which is located in Bloomington Township at 1802 South Bunn Street, Bloomington
 - 2) Subdivision Cases:
 - 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
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- 1) Items to be presented for Action:
 - a) Request Approval to renew IBM Software/Hardware Contract on the AS/400 - Information Services Department

Justice Committee

- 1) Items to be presented for Action:
 - a) Request approval of a Physician Service Contract with OSF Healthcare System for the McLean County Juvenile Detention Facility – Court Services Department
 - b) Request approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility – Court Services Department

Finance Committee

- 1) Items to be presented for Action:
 - a) Request Approval of the Proposed County Wellness Plan and Seventh Annual Health Fair – Health Department

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

- 1) 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

Ms. Bette Rackauskas
213 Mays Drive
Bloomington, IL 61701
Appointed to fill the remainder of a two year term
scheduled to expire on December 5, 2004

2) 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

- G. Approval of Resolutions of Congratulations and Commendation
- 1) Request Approval of Resolution of Congratulations for the 2003 Bloomington Junior High School Girls' Basketball Team

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their regular meeting on January 6, 2004, for a letting held on December 30, 2003 for McLean County and seventeen (17) Road Districts 2004 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 6, 2004.

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

2004 MFT SECTIONS:

McLean County.Sec. 04-00000-00-GM..... GR3

Successful bidders on the above section were:

Prairie Materials, Inc. (Eppards)	\$7,850.00
Carri Scharf Materials (Heyworth)	\$6,900.00
Rowe Construction Co. (Heyworth)	\$7,750.00
Stark Materials, Inc. (Heyworth)	\$6,550.00
Stark Materials, Inc. (Stringtown).....	\$7,050.00

McLean County.Sec. 04-00000-00-GM..... GR4

Successful bidders on the above section were:

Prairie Materials, Inc. (Eppards)	\$34,800.00
Carri Scharf Materials (Heyworth)	\$42,600.00
Rowe Construction Co. (Downs)	\$43,500.00
Stark Materials, Inc. (Rettick)	\$44,700.00
Stark Materials, Inc. (Stringtown).....	\$45,000.00
K & R Gravel, Inc. (Arrowsmith).....	\$40,500.00

McLean County.Sec. 04-00000-00-GM..... GR5

Successful bidder on the above section was:

Prairie Materials, Inc. (Eppards).....	\$3,800.00
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McLean County.Sec. 04-00000-00-GM..... GR6

Successful bidder on the above section was:

Prairie Materials, Inc. (Eppards).....	\$8,125.00
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McLean County.Sec. 04-00000-00-GM..... GR14

The successful bidder on the above section was:

Carri Scharf Trucking, Inc.	\$20,741.00
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Allin R.D.Sec. 04-01000-00-GM..... GR14

The successful bidder on the above section was:

Carri Scharf Trucking, Inc.	\$4,644.00
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Anchor R.D.Sec. 04-02000-00-GM..... GR 14
The successful bidder on the above section was:
Limestone Transit \$14,820.00

Arrowsmith RD.....Sec. 04-03000-00-GM..... GR14
The successful bidder on the above section was:
Towanda Company \$5,252.00

Arrowsmith RD.....Sec. 04-03000-00-GM..... GR15
The successful bidder on the above section was:
Towanda Company \$12,570.00

Bellflower R.D.....Sec. 04-04000-00-GM..... GR 4
The successful bidder on the above section was:
Prairie Materials, Inc..... \$23,200.00

Bellflower R.D.....Sec. 04-04000-00-GM..... GR14
The successful bidder on the above section was:
Towanda Company \$12,030.00

Cheney's Grove R.D.....Sec. 04-08000-00-GM..... GR15
The successful bidder on the above section was:
Indian Creek..... \$8,390.00

Cropsey R.D.....Sec. 04-10000-00-GM..... GR14
The successful bidder on the above section was:
Towanda Company \$6,811.00

Dale R.D... ..Sec. 04-11000-00-GM..... GR14
The successful bidder on the above section was:
Crane Trucking..... \$9,072.50

Danvers RD.....Sec. 04-12000-00-GM..... GR4
Successful bidders on the above section were:
Prairie Materials, Inc. (Eppards) \$8,700.00
Rowe Construction Co. (Timberline)..... \$10,875.00
Stark Materials, Inc. (Rettick) \$11,175.00
Stark Materials, Inc. (Stringtown)..... \$11,250.00

Dawson RD.Sec. 04-13000-00-GM..... GR14
Successful bidder on the above section was:
Carri Scharf Trucking..... \$13,440.00

Empire R.D.....Sec. 04-16000-00-GM..... GR 3

Successful bidders on the above section were:

Prairie Materials, Inc. (Eppards)	\$8,740.00
Carri Scharf Materials (Heyworth)	\$6,520.00
Rowe Construction Co. (Heyworth)	\$6,800.00
Stark Materials, Inc. (Heyworth)	\$6,410.00
Stark Materials, Inc. (Stringtown).....	\$6,780.00

Empire R.D.....Sec. 04-16000-00-GM..... GR 4

Successful bidders on the above section were:

Prairie Materials, Inc. (Eppards)	\$1,160.00
Carri Scharf Materials (Heyworth)	\$1,380.00
Rowe Construction Co. (Downs)	\$1,450.00
Stark Materials, Inc. (Rettick)	\$1,490.00
Stark Materials, Inc. (Stringtown).....	\$1,500.00
K & R Gravel, Inc. (Arrowsmith).....	\$1,350.00

Gridley RD.....Sec. 04-18000-00-GM..... GR14

The successful bidder on the above section was:

Towanda Company	\$14,370.00
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Hudson R.D.....Sec. 04-19000-00-GM..... GR14

The successful bidder on the above section was:

Carri Scharf Trucking.....	\$7,821.00
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Lawndale RD.....Sec. 04-20000-00-GM..... GR3

Successful bidder on the above section was:

Prairie Materials, Inc.	\$7,850.00
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Martin R.D.Sec. 04-22000-00-GM..... GR14

The successful bidder on the above section was:

Towanda Company	\$13,286.00
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Martin R.D.Sec. 04-22000-00-GM..... GR15

The successful bidder on the above section was:

Crane Trucking.....	\$2,262.00
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Money Creek R.D.....Sec. 04-23000-00-GM..... GR14

The successful bidder on the above section was:

Carri Scharf Trucking	\$5,744.88
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Normal R.D.....Sec. 04-25000-00-GM..... GR14

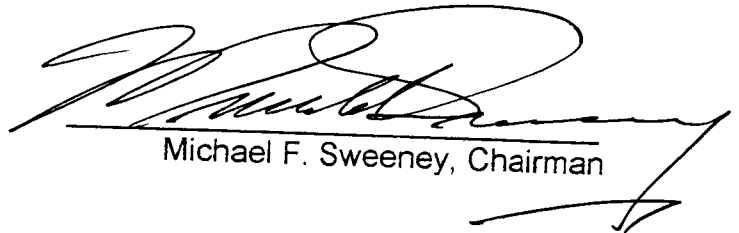
The successful bidder on the above section was:

Carri Scharf Trucking	\$5,754.60
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West R.D.Sec. 04-29000-00-GM..... GR4
 Successful bidder on the above section was:
 Prairie Materials (Eppards) \$1,800.00

West R.D.Sec. 04-29000-00-GM..... GR4A
 Successful bidders on the above section were:
 Carri Scharf Materials (Heyworth) \$12,407.50
 Rowe Construction Co. (Downs) \$12,687.50
 Stark Materials, Inc. (Rettick) \$13,037.50
 Stark Materials, Inc. (Stringtown)..... \$13,125.00
 K & R Gravel, Inc. (Arrowsmith)..... \$11,812.50

West R.D.Sec. 04-29000-00-GM..... GR. 14
 The successful bidder on the above section was:
 Carri Scharf Trucking \$7,046.50



Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
 COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 20, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of January A.D., 2004.

[SEAL]



County Clerk

BRIDGE PETITION

Lexington Road District
Section 2003 Lexington Joint Culvert

TO: McLean County Board
% McLean County Clerk
104 W Front St - Rm 704
Bloomington, IL 61701

2003 Lexington Joint Culvert Drainage Structure on 2650 East at 2200 North in Lexington Road District.

Ladies and Gentlemen:

Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the Illinois Compiled Statutes as amended; construct two (2) structures located in the NW ¼ of Sec 28, T 25 N, R 4 E in Lexington Township.

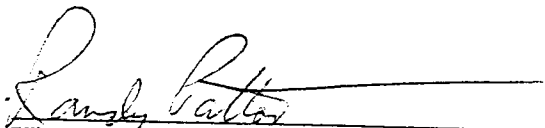
That of the funds appropriated at the November 2003 meeting of the McLean County Board, Seventeen Thousand, Five Hundred Dollars (17,500.00) be used as the County's share of the cost of the structures.

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


Lexington Road District further states that the County Engineer has made a survey of the water sheds and has determined that the sites of the new drainage structures shall be as mentioned above and has estimated that the cost of the new structures shall be Thirty-five Thousand Dollars (35,000.00) and the present structures are inadequate.

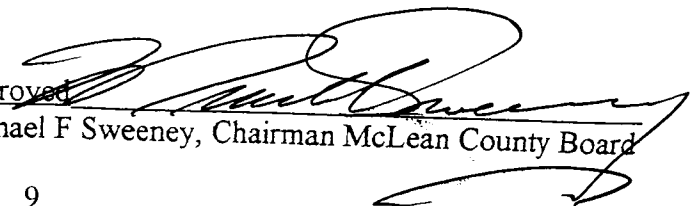
Lexington Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,


Highway Commissioner

Lexington Road District

Approved  1-6-04
John E Mitchell, County Engineer, McLean County, IL

Approved 
Michael F Sweeney, Chairman McLean County Board

PRELIMINARY ENGINEERING SERVICES AGREEMENT

LOCAL AGENCY

CONSULTANT

County: McLean

Name: Rice, Berry and Associates

Township:

Address: 801 South Durkin Drive

Section: Timber Pile
Bridge Inspection

City: Springfield

State: Illinois

THIS AGREEMENT is made and entered into this 20th day of

January, 2004 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the inspection and evaluation of timber pile supported bridges designated by the County.

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a. To inspect the timber pile supported structures as designated by the County on the Township or County Highway System in accordance with the requirements of the State of Illinois, Department of Transportation.
 - b. That this project will include the inspection of approximately 22 structures.
 - c. To field inspect and update a complete Bridge Inspection Report from BM-BIR-1 for each structure.
 - d. To review and revise, as necessary, IDOT-ISIS Inventory Turnaround Reports forms RIS-R104 & R105 for each structure. This work to be completed and submitted to I.D.O.T.
 - e. To photograph structures, bridge approaches, deteriorations and stream channels for structures which show a marked change in condition since the last field inspection.
 - f. To calculate safe load ratings for structures which show a marked change in condition since the last rating assigned, as required.
 - g. To provide maintenance or repair recommendations for appropriate structures.
 - h. To attend conferences to be held at the request of the County and visit the site of the work at any reasonable time when requested to do so by the County or representatives of the State of Illinois, Department of Transportation.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.

3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the Engineer as compensation for all services rendered in accordance with this agreement, a sum of money amounting to \$405.00 per each structure inspected. (Approximately 22 structures @ \$405.00 per each = \$8,910.00.)
2. That payment due the Engineer for services rendered in accordance with this agreement will be made as soon as practical after the services have been performed.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 1 of THE LA

AGREES.

3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.


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

Executed by the LA:

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

ATTEST:

By *Deanna Milton*
County Clerk

By *[Signature]*


(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

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

ATTEST:

By *Steven W. Magnuson*
Civil Engineering Manager

By *Michael H. Berry*
Executive Vice President

(SEAL)

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Pat Kaiser in case 03-73-S, parcel number (07) 25-19-226-003. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses or on the basis of unique circumstances on property which is part of Sec. 19, Township 23N, Range 6E of the 3rd P.M. and is located in Cheneys Grove Township immediately west of 3700 East Road and approximately 1/8 mile south of 1100 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 8.3 acre property is currently occupied by a cabin built without a permit. This property is gently sloping and drains from the center of the property to the south, east and west. The property has 760 feet of frontage on the west side of 3700 East Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District, is surrounded by land in the Agriculture District and is surrounded by land in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 92 out of 125 points. The site assessment score was 118 out of 175 points. The total LESA score was 210 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is not met. The property has been in violation with the County's Zoning Ordinance since December of 1995. In 1995, the previous owner built a 24 by 24 foot cabin on this property without receiving a building permit. At that time, the Zoning Enforcement officer sent a letter to the owner notifying her that she was in violation of the County's Zoning regulations. The property owner failed to correct the violation and continued to use the building for recreational purposes. The Zoning Ordinance would have allowed the previous owner to have a small building on the property to maintain the premises which could be used to keep tools and other types of equipment to upkeep the property. No such permit was requested. And the building cannot be used as a residence or cabin.

Prior to 1995, this property was in crop production and was taken out of crop production by the previous owner. Despite the fact the previous owner was notified that a residential use had not been lawfully established on the property, she sold the property as a single family dwelling. The restriction on residential development is designed to be an equitable method to allow new

residences to be built in the Agriculture District. This application does not meet any of the requirements to establish a residence in the Agriculture District. Giving special treatment to the applicant would set a precedent that would make it more difficult in the future to restrict residential development in the Agriculture District. The County's Comprehensive Plan shows this site in a Primary Agriculture area. The County's Comprehensive Plan states that "Primary Agriculture areas are best suited for intensive farming and other uses should continue to be restricted".

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is not met. Approving a residence on the criterion that the land is undesirable for farming purposes when it is suitable for agricultural uses, undermines the County's farmland preservation policy. It undermines the County's farmland preservation policy by allowing increased density of non farm residences in areas where crop production is the prominent use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is not met. The applicants were misled by the previous owner that this property could be used as a single family dwelling. The applicants purchased this property from the previous owner who was notified that the building on the property was not lawfully established. Staff recognizes that the applicants did not create this violation and understands their position on this matter. However, the County's farmland preservation policy will be undermined if the applicant is granted a special favor to build a residence on this parcel.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling could be served by private well and septic system approved by the County Health Department. The property has approximately 760 feet of frontage on the west side of 3700 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant would need to obtain an entrance permit from the Cheney's Grove Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is not met. The preamble states that the Agriculture District regulations are intended to provide for the use and conservation of agricultural land, to protect the value of such land and to protect it from indiscriminate residential and urban development. In addition, the Zoning Ordinance stipulates that only one non farm residence shall be approved per 40 acres of the original parcel that existed on February 11, 1974, on the undesirable criterion. Since this parcel was 23 acres in 1974 and it was used for crop production until 1995, this requirement cannot be met without a special favor bestowed upon the applicant.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** The proposed special use does not fulfill the intent of any of the

ways that a single family dwelling may be permitted as a special residential use in the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application does not meet all the standards as found in the McLean County Zoning Ordinance. In addition, the application does not meet one of the individual criteria for establishing a residential use in the A-Agriculture District.

Therefore this Board recommends that the proposed special use be denied on the property described above.

ROLL CALL VOTE - The roll call vote was four members for the motion to recommend denial, Members Rudolph, Finnigan, Elble and Kinsella; two members were opposed, Members Hoffman and Kuritz; and one member recused himself, Member Wheat.

Respectfully submitted this 6th day of January, 2004, McLean County Zoning Board of Appeals

SALLY RUDOLPH

Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Lisa Stills in case 03-74-S, parcel number (15) 30-01-400-004. She is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District which is part of Section 1, Township 22N, Range 4E of the 3rd P.M. and is located in Empire Township at 29871 E 700 North Road, LeRoy.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 6.2 acre property is currently used for a single family residence with an accessory private stable. This property is relatively flat and drains to the south. The property has 661 feet of frontage on the south side of 700 North Road, an oil and chip road 16 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District, is surrounded by land in the Agriculture District and is surrounded by land in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is requesting to build a 60 x 80 foot indoor riding arena and a 48 x 42 foot horse stall barn on her property. She currently has a dwelling, a storage building, a machine shed/livestock shelter on her property. She also has land that is in pasture. The indoor riding arena would give her a place to ride throughout the year. The applicant is also proposing to build an outdoor riding arena. The applicant currently has eight horses and is proposing to have up to a maximum of 10 horses. The applicant has indicated that the primary function of this public stable is to train and sell show horses. The applicant has also indicated that this facility is not intended to be used as a boarding facility for horses in which horse owners can house their horses for extended periods of time.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed indoor riding arena will be located toward the rear of the property. The proposed indoor riding arena will not likely have an adverse affect on the residence to the northwest.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed Public Stable and Riding Arena will be located on a 6 acre tract that is adjacent to properties that

are used for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant has obtained approval from the County Health Department for the proposed buildings. The property has frontage on a public road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. A public stable is allowed only as a special use in the Agriculture District. It is prohibited in all other zoning districts.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow the proposed public stable as an accessory use to a single family residence in the Agriculture District, provided the maximum number of horse to be boarded or maintained on the property is 10 until additional land is acquired, and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6th day of January, 2004, McLean County Zoning Board of Appeals

SALLY RUDOLPH

Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Dave Capodice in case 03-75-S, parcel number (05) 21-15-101-002. He is requesting a special use to allow a contractor's shop and office with an accessory solid waste collection/processing use in the M-1 Restricted Manufacturing District and a request to waive the paving requirements for the driveways and to waive the screening requirements to the north, south and west of this property. This is on property which is part of Section 15, Township 23N, Range 2E of the 3rd P.M. and is located in Bloomington Township at 1802 South Bunn Street, Bloomington.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 4.4 acre property has been used as a residence and a monument manufacturing business. The property is relatively flat and drains from the center to the north, south, and east. The property has 370 feet of frontage on the east side of Bunn Street, an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the M-1 Restricted Manufacturing District. The land to the north and west is also in the M-1 District. The land to the South is in the M-2 General Manufacturing District. The land to the east is in the B-1 Highway Business District in the City of Bloomington. Veterans Parkway is located to the north. Apartments and Gold's Gym parking lot is located to the east. A salvage yard is located to the south across the railroad right-of-way. A truck repair business is located across the railroad right-of-way to the west.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant owns Dave Capodice Excavating and is proposing to build a contractors shop and office for his business on this property. In addition to the contractors office and shop, the applicant proposes to occasionally grind and recycle concrete at this site. The applicant is proposing to grind concrete approximately 15 days a year. The applicant will reuse the recycled material in other projects. The applicant will use water to control the dust that is generated by the portable grinder. The applicant proposes to only operate the grinder from 8:00 a.m. to 5:00 p.m. on weekdays; the grinder will not be used on week ends. The applicant agrees to provide storm water plans before any construction of the building begins.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the

north is in the M-2 General manufacturing District. The property to the west and south is in the M-1 Restricted Manufacturing District. Nearby properties located in M-1 and M-2 Districts will continue to be desirable for manufacturing uses.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is proposing to build a retaining wall and fence that will screen the recycling activities from the apartment building and the Gold's Gym parking lot located to the east of this parcel. The property is also buffered by two large man made structures, with Veterans Parkway to the north and railroad tracks to the south. The applicant is requesting to waive the screening requirements for the rest of the property.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well in order to provide water for dust control. The property has 370 feet of frontage on the east side of Bunn Street. The applicant also agrees to control all the dust generated from the activities carried out on this property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the Bloomington Township Road Commissioner. The applicant proposes to pave seven parking spaces which will be adequate. The applicant is requesting to waive the paving requirements for the driveways but is proposing a reasonable alternative with an eight inch CA6 base and covered with two inches of stone chip.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-1 Restricted Manufacturing District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the M-1 Restricted Manufacturing District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a contractor's shop and office with an accessory solid waste collection/processing use in the M-1 Restricted Manufacturing District and a request to waive the paving requirements for the driveways and to waive the screening requirements to the north, south and west of this property, provided the following stipulations:

- 1) seven parking spaces are paved with asphalt, 2) driveways are built with an eight inch CA6 base and covered with two inches of stone chip, 3) dust is controlled on the property, 4) a nine foot high wall and fence is built on the east side of this property, 5) operation of a grinder is limited to weekdays from 8:00 a.m. to 5:00 p.m. 15 days per year, 6) an adequate storm water plan shall be provided before construction of a building begins, and 7) that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may

determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6th day of January, 2004, McLean County Zoning Board of Appeals

SALLY RUDOLPH

Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
Atchison's Subdivision, File S-03-16

WHEREAS, Don and Betty Atchason have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for Atchison's Subdivision, file number S-03-16, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Don and Betty Atchason have subdivided this property into two lots in order to use one for their existing dwelling and to allow construction of another dwelling on the second lot; and

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

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

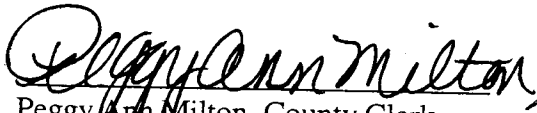
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,


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

Adopted by the County Board of McLean County, Illinois this 20th day of January, 2004

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-16

1. REFERENCE

- a. Meeting date: January 8, 2004
- b. Subdividers' names: Don and Betty Atchason
- c. Subdivision name: Atchison's Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

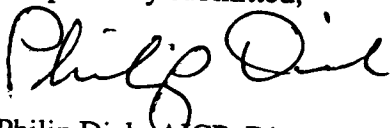
- a. Property location: Immediately north of 850 North Road approximately ½ mile east of 1900 East Road - Towanda Barnes Road
- b. Township: Old Town Township
- c. Parcel Numbers: 22-32-176-005
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Atchison's Subdivision
- f. Existing land use: Lot 1 is vacant; a single family residence is located on Lot 2

3. DIMENSIONS & REVIEW:

- a. Size of Parcels: Lot 1 is .53 acres in area; Lot 2 is 2.8 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: The Highway Department recommends approval of the waiver and the plat – a plat access certificate has been signed by the Old Town Township Road Commissioner

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

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Turner Family Subdivision, File S-03-17

WHEREAS, Ann Turner, Trustee for the Katherine E. Turner Trust Dated January 11, 1997, has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Turner Family Subdivision, file number S-03-17, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Ann Turner subdivided this property into three lots in order to use two lots for existing dwellings and to allow construction of another dwelling on the third lot; and

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

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

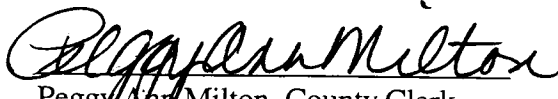
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

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

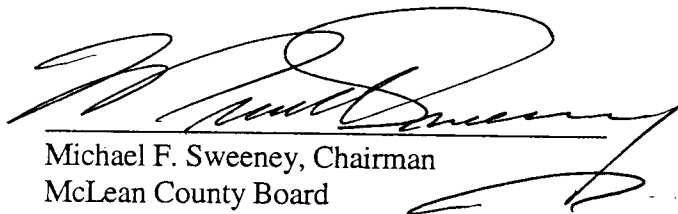
Adopted by the County Board of McLean County, Illinois this 20th day of January, 2004

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-17

1. REFERENCE

- a. Meeting date: January 8, 2004
- b. Subdividers' names: Ann Turner, Trustee, Katherine E. Turner Trust
- c. Subdivision name: Turner Family Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

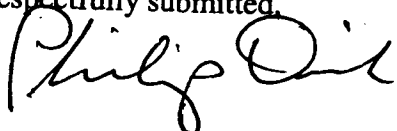
- a. Property location: Immediately south of 400 N Rd approximately ½ mile east of 00 E Rd
- b. Township: Mount Hope Township
- c. Parcel Number: 26-30-100-001 & 26-30-200-001
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a three lot final subdivision plat for the Turner Family Subdivision
- f. Existing land use: Lot 1 is occupied by a farm dwelling and a detached garage; Lot 3 is occupied by a farm dwelling, two barns, a machine shed and several grain bins; and Lot 2 is vacant on which a family member who is a farm operator intends to build a dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Lots: Lot 1 is 1.86 acres in area, Lot 2 is 1.58 acres in area and Lot 3 is 4.39 acres in area.
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: The Highway Department recommends approval of the waiver and the plat; the Mount Hope Road Commissioner has signed a plat access certificate for this plat.

Staff recommends that the waiver of preliminary plan requirements and the Turner Family Subdivision should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



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

Agreement Number:

ALC1GF

Statement of Work Number:

05136574

Customer Number:

05136574

Charge Period Charges/Payment Plan:

Total Charges: 10,837.40
Prepayment

Customer Billing Address

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

Revised Schedule (Year/No):

No

Schedule Effective Date:

12/16/2003

ASPID Number:

04824241

Charge Period:

01/22/2004

Start Date:

01/21/2007

End Date:

3 Year(s)

Contract Term:

Type of Discount(s) Applied: Term Incentive

Business Partner Name and Address

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

Price Protection for Contract Period Prepay

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

By:

Authorized signature

Name (type or print):

Date:

Agreed to:

International Business Machines Corporation

By:

Authorized signature

Name (type or print):

Date:

EBS Schedule for Services for Remarketers - ServiceSuite

Enterprise Total for Charge Period by Customer Number:

Customer No	Customer Name	Customer Location	End User Charges*
08074471			10,837.40
Total			10,837.40

IBM Schedule for Services for Remarketers - ServiceSuite

Maintenance Machine List

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

Mfg	Type	Mod/ Part	Add/ Item	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Main Svc PM	End User Charges	Charges Start	Charges Stop
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	9408	820		000056XZM		ISERIES 400	1	B	1	8,235.06		
Total										10,837.40		

Specified Location: 06074471

City, State:

8MM EXTERNAL TAPE DRIVE
AS/400 DATA/FAX MODEM V.34
ISERIES 400

IBM 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**



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.

CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 20th day of January, 2004 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$11,021.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2004 and terminate on December 31, 2006 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL 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 COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.

7. This Agreement 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.
8. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
 - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. This Agreement 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 or set forth herein are incorporated herein by reference.
13. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

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

HOSPITAL

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

By: _____

ATTEST:

By: _____
Secretary

COUNTY:

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

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

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CONTRACT FOR COUNSELING SERVICES
WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 20th day of January, 2004, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2004, through December 31, 2004, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 - I. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$24,443 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

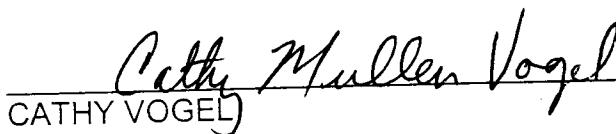
- a. Crisis call screening and assessment response \$ 77.50 hr.
 - b. Scheduled In-house individual counseling \$ 43.04 hr.
 - c. Scheduled group counseling \$ 66.00 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
 - b. At the request of the BOARD upon thirty days written notice; or,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. 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 or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

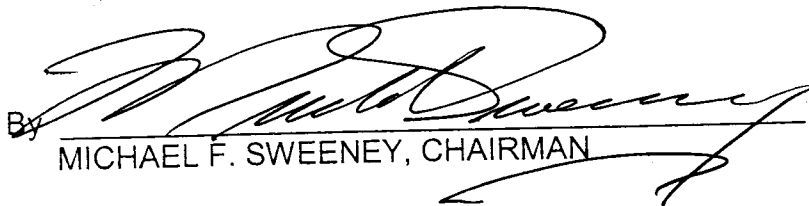


ROXANNE CASTLEMAN
MCLEAN COUNTY JUVENILE DETENTION CENTER



CATHY VOGEL

MCLEAN COUNTY BOARD



By MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:



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



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

Michael F. Sweeney
 Chairman

January 14, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Health Department to schedule an Employee Health and Fitness Fair on Wednesday, May 26, 2004 to be held in the Health Department Board Conference Room. Additional employee health screenings would be scheduled at the County Highway Department, Regional Office of Education, and the Law and Justice Center.

Your FINANCE COMMITTEE further recommends that the amount of \$20,400.00 be set aside in the Employee Benefit Fund for the costs for the employee screenings, health risk assessments and incentives to encourage County employees to participate in the Employee Health Fair and in the other activities and events planned during the Employee Health and Fitness Month.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Stan Heselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sonny Rodgers	District #7 PA. "Sue" Berglund Bette Rackauskas	District #9 Chris Kalapp Cathy Ahart
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 Geor... ordon David... elzer	District #8 Paul R. Segobiano Tarl Renner	District #10 Benjamin J. Owens Bob Nuckolls

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.

Proposed 2004 Employee Wellness Budget

Screenings (Including Cholesterol, Glucose) including
Health Risk Appraisal (Individual and Corporate Report)

\$30 x 220 persons = \$ 6,600

Cholesterol only (\$20 x5) = \$100

EKG and Heart Card

\$35 x 100 persons = \$ 3,500

PSA

\$20 x 50 men = \$1,000

Methodist Hospital

Mammograms in mammogram van for women 40 and over

\$100 x 40 women = \$4,000

OSF St. Francis Hospital

Osteoporosis screening (heel)

\$20 x 50 women and/or men = \$1,000

Total for screenings

\$16,200

Incentives, supplies for fair and wellness activities \$4,000

Wellness programs/Health Fair printing/paper 200

Total amount requested

\$ 20,400

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JANE ENGBLOM
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

WHEREAS, due to the expiration of term of Sue Strang as a member of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Jane Engblom for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jane Engblom and the Director of the McLean County Regional Planning Commission.

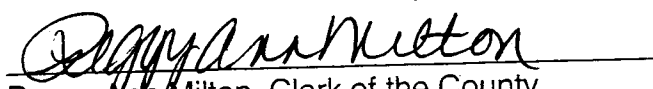
Adopted by the County Board of McLean County, Illinois, this 20th day of January 2004.

APPROVED:



Michael F. Sweeney
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF ENID S. SCHLIPF
AS A MEMBER OF FARMLAND ASSESSMENT BOARD**

WHEREAS, due to the resignation of Doris Payne on November 14, 2003 McLean County Board of Review, it is advisable to consider an appointment to this position; and,

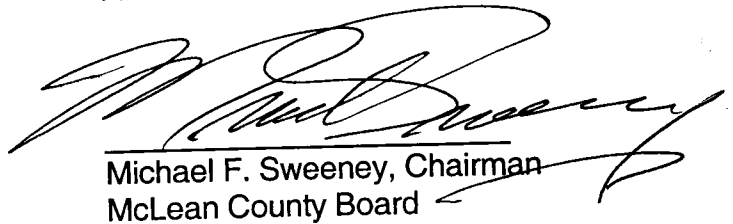
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/20c has the responsibility to fill this position by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Enid S. Schlipf as a member of the Farmland Assessment Board for an indefinite term or until a successor shall have been qualified and appointed.

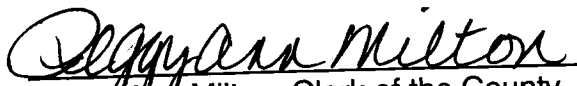
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Enid S. Schlipf.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF DONALD AUGSPURGER
AS A COMMISSIONER OF THE
TURKEY CREEK DRAINAGE DISTRICT**

WHEREAS, due to the resignation of Loren Freed as a Commissioner of the Turkey Creek Drainage District, it is advisable to consider an appointment to this position; and,

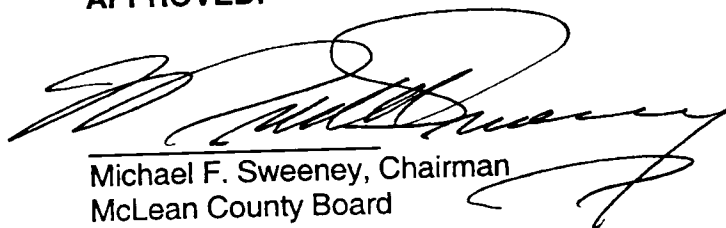
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a the term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald Augspurger as a Commissioner of the Turkey Creek Drainage District for the remainder of the term, or until a successor shall have been qualified and appointed.

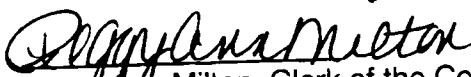
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Donald Auspurger and Merrick Hayes, Attorney for the District.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:



To: Chairman and Members, McLean County Board
From: Sue Berglund, Chair, Legislative Sub-Committee
Date: January 20, 2004
Re: 2004 Legislative Program

As Chair of the County Board Legislative Sub-Committee, I respectfully request your review and support of our proposed 2004 Legislative Program. A summary of the items we plan to forward to our Legislative Delegation follows.

PROPOSED 2004 LEGISLATIVE PROGRAM

- A. **County Clerk – Improvements to Public Act 93-0574 (SB428 and SB 82) – State Election Code**
- The County Clerk has pointed out that some of the new requirements under the federal Help America Vote Act and the companion state law, the Help Illinois Vote Act, have created incompatible timelines in the election process. These need to be remedied so that compliance with one part of the election laws will not be in violation of other parts of the law. The Clerk is also concerned about several requirements of the new law which will create additional financial burdens on her office. For example, there are many new forms required, and they are expected to be available in an unlimited supply. Another example of an unfunded mandate would be the requirement to place safety cones around the perimeter of each polling place.

- B. **Sheriff** – Make State Department of Human Services Responsible for Transport of Involuntary Commitments – SB639 and HB697

It is becoming increasingly burdensome and expensive for the Sheriff to transport mentally disturbed individuals to mental health facilities, even when he is not the one who has determined the need to do so. We support earlier legislative efforts that would place the burden on the State Department of Human Services. They have the training and financial resources to properly handle this task.

- C. **County Engineer** – Authorize Road Improvement Inducements when Developers Affect County and Township Roads

Townships currently have the authority to negotiate with developers to obtain financial assistance for making road improvements necessitated by development proposals. We believe the County should be given the same authority.

- D. **County Engineer** – Oppose to “Bicycle Standard” for County Roads – SB275

We need to continue our opposition to changes to the Local Government Tort Immunity Act that would allow bicycle riders to be intended users of County highways. The cost to construct and maintain roads for bicycle users would be prohibitive, and the potential liability would also be very costly.

- E. **County Board** – Exemption from and refund of NPDES Fees for County Departments – HB328

The Governor’s 2003-2004 budget included a new provision that required Comlara Park to pay for an annual sewage permit and required the Highway Department to pay a fee each time a construction project disturbed more than one acre of ground. This happened too late in our budget process to account for the costs, and it is one of many examples where the State attempts to balance its budget on the back of the County budget. We support legislation that exempt local governments from these fees.

F. **County Board – Improve Accountability of Bloomington Election Commission**

The City of Bloomington Election Commission serves the voters of the City of Bloomington. We believe the City should provide the financial support for this organization, and the City should also have budgetary oversight for the Commission. (See attachment—Municipal Election Commission).

G. **Building & Zoning – Eliminate exemption for 25 year-old vehicles from Inoperable Vehicle Statute**

The County Board may declare inoperable vehicles a nuisance and require that they be disposed of, but there is an exemption for “historic vehicles over 25 years of age.” We believe that anyone who owns a true antique vehicle would not store it outside for six months or more. Elimination of this exemption would help us do a better job of cleaning up junked cars in the rural areas.

MUNICIPAL ELECTION COMMISSION

Local Election Commissions are authorized to be established under a law passed in 1885. There are nine local commissions in the State today, including the City of Bloomington Election Commission. The law mandates that the County shall pay the salaries of the three Commissioners and the Executive Director and Assistant Director. Prior to the 1970 Illinois Constitution, counties were allowed to levy a tax to raise revenue to cover these expenses. Since 1986, the Election Levy was eliminated, but counties are still required to pay the salary expenses and, in addition, counties must pay annually whatever amount was provided in 1985 and increase that amount by the same percentage as the growth in assessed valuation of the county. The 2004 McLean County budget provides the following amounts for the City of Bloomington Election Commission:

Commissioner Salaries	\$ 6,510.00
Employee Salaries	75,013.00
Employee Medical Insurance	5,600.00
Additional Expenses	<u>354,405.00</u>
TOTAL	\$ 441,528.00

Yet, the County has no oversight of election commission budgets, staffing, salaries, pay increases, procurement policies, equipment acquisitions, consulting contracts, or any other spending activities.

We suggest there are three approaches that would better match financial support of the City of Bloomington Election Commission with budget and management oversight of the entity:

- 1) Do what is being proposed in Peoria and place a question on a future election ballot to ask the voters whether they want to abolish the City of Bloomington Election Commission and have the County Clerk serve as the chief election official for the City of Bloomington, the same as the rest of the County.
- 2) Amend the law to give the County the same oversight of the City of Bloomington Election Commission budget as we have with other County-funded operations. The County would set the staff salaries and determine pay increases in the same manner as we do with all other employees. The Commission would submit an annual budget request, which would be reviewed and approved in the same manner as other County supported activities.
- 3) Amend the law to give the City of Bloomington oversight of the City of Bloomington Election Commission budget, and change the funding responsibility from the County to the City.

Proponents of the Peoria approach estimate that consolidation of city and county election functions in Peoria will result in over \$200,000 of annual savings. We have not studied this option, but a similar savings may well be possible if a referendum were to be passed in Bloomington.

Of the other two options, we believe that the City of Bloomington should have oversight and funding responsibility for the election organization that serves its citizens.

It makes no sense for the County to continue to fund a City function, especially when the law has eliminated the County's ability to levy for the costs of the Commission, and the County has no statutory authority to oversee the budget and operations of the Commission.

Other election commissions around the state are well entrenched, politically and statutorily. We have not studied the economics or effectiveness of these other commissions, and are not interested in mounting a statewide battle against local election commissions. Nor are we arguing the relative economics or effectiveness of the City of Bloomington Election Commission compared to the McLean County Clerk's election division.

Our goal is simply to provide a measure of fiscal accountability that does not exist today for the City of Bloomington Election Commission. The way to do that is for the City of Bloomington to fund and have budget authority over its own City of Bloomington Election Commission.

**RESOLUTION OF THE McLEAN COUNTY BOARD
ADOPTING THE
2004 LEGISLATIVE PROGRAM
FOR McLEAN COUNTY**

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, has prepared a legislative program for 2004; and,

WHEREAS, the 2004 Legislative Program supports amendments to existing state laws which will improve election administration and eliminate new unfunded mandates relating to elections; and,

WHEREAS, the 2004 Legislative Program supports new legislation and amendments to existing state laws to relieve the County Sheriff of the costly burden of transporting mental health patients and provide support from the state Department of Human Services for this task; and,

WHEREAS, the 2004 Legislative Program supports an amendment to existing law which will allow counties and townships to obtain financial support from developers for road improvements; and,

WHEREAS, the 2004 Legislative Program continues our opposition to any legislation which would establish a "bicycle standard" for county highways; and,

WHEREAS, the 2004 Legislative Program supports new legislation which would exempt local governments from certain IEPA fees; and,

WHEREAS, the 2004 Legislative Program supports amendments to existing laws which will strengthen fiscal accountability for municipal election commissions; and,

WHEREAS, the 2004 Legislative Program supports an amendment to existing law which will make it easier to clean up junked cars in rural areas; and,

WHEREAS, the 2004 Legislative Program strongly urges the Governor and the General Assembly to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Legislative Committee recommends that the McLean County Board adopt the attached 2004 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,


BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2004 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

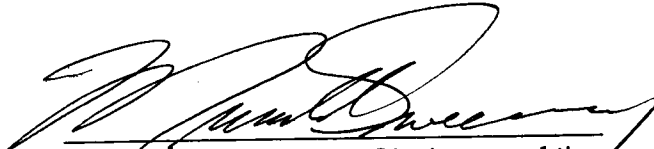
BE IT FURTHER RESOLVED that a copy of this 2004 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2004 Legislative Program.

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman of the
McLean County Board

E:/ed/coboard/legislat/legpro04

Members Sorensen/Renner moved the County Board approve the Request for Approval of 2004 McLean County Annual Legislative Program and Resolution Adopting the 2004 Legislative Program. Member Segobiano stated the following: we will go back in history a little bit – it seems like every year we pass a Legislative Agenda and then we take some action but we never seem to take continuing action on some items that are truly important. Not that any items are not important, but some items carry more weight than others do. When I was Chairman of the Finance Committee we tried to push this issue, it died on the vine, now up it comes again, and who knows what is going to happen to it. I took the opportunity to go in and talk to Mr. Zeunik about this issue and to get some facts and figures but I want them on paper. I asked John if he had any reservations about that and he said not at all – the door is always open for any of us Board Members to come in and gather information to better serve the County. I am very appreciative of his efforts to put this together because we can stand on the floor of the Board and talk all morning but you need to have something in writing you can look at. I also passed out a copy to the press because this is what the people in McLean County need to see, the difference between one election commission and a divided election commission such as what exists here in McLean County – one for Bloomington and one for Normal and the County. I am not going to get into statistics about saving money and what I personally think. The County Clerk said that there would be an additional person required or maybe some additional personnel required but I also feel there's going to be a savings above all of that. There are two things that are extremely important. One is the convenience to all of the voters in McLean County and the other is accountability. I am not referring to the individuals over there, I have nothing against those good hard-working individuals, but it's the system that we need to correct. There is really no accountability to the County Administrator, Chairman of the Board, County Board, City Manager, or City Council. These people actually report to no one. A good example is all across this country we have been talking about elections, hanging chads, scares, and what-have-you and this Board took action to follow the law and made our County Clerk go out and bid her equipment for the election. Over at the Election Commission they totally ignored it – it doesn't pertain to them. They are absolutely not obligated to any unit of government. They just went out and bought the equipment. Accountability, that is what we are really talking about here. Look at the unfairness, not only to the people who work for McLean County but also to the individuals that work for the City of Bloomington. We need to take this information and push it and push it hard for two reasons, accountability and fairness. Thank you. Member Sorensen stated the following: I want to applaud Member Segobiano for digging deeper into this one issue. I think he is absolutely right. I think the Finance Committee and I know the Legislative Committee feel very passionately about this issue. It has come up year after year. I thank Paul for taking the initiative to dig up this information and make it available to all of us and to the media as appropriate. I will mention to the rest of the Board that the program is much bigger than this one issue. We have other very important issues and while this one has been a thorn in our side for a long time and it certainly deserves to be researched there are a lot of other important issues here as well. Member Selzer stated the following: I would like to see the Legislative

Subcommittee or somebody tell each of us what to do. I agree completely. This is ridiculous when we look at the dollars we are spending with no accountability. We need to fix this but we need to know what we should do. Does that mean that we should send a letter or grab Bill Brady and Dan Brady – Dan would prefer we write letters to him? If we are going to take an action item and move with it, we need to know exactly what to do. I would be happy to do it and I think most Members would. If we could ask that in the form of a request to help us to understand if there are other things that we can do, just let us know. Chairman Sweeney asked the following: who is the request directed to? Member Selzer stated the following: Member Berglund. Member Berglund stated the following: I totally agree with Member Segobiano and I think that we need to go forward and present this to our Legislative people who will be here this week and then follow through with it. We will do the best that we can and if there is something that you feel that we should do more than what we are doing please let us know. Chairman Sweeney stated the following: there is a Legislative Breakfast on Friday. We've invited the State Senators and State Representatives from our area and this will be addressed at that time. Member Gordon stated the following: I also want to applaud Member Segobiano and I agree with Member Sorensen in regards to the other important issues. As far as cost is concerned, not the accountability issue which is very important but as far as cost is concerned, the Legislative Subcommittee heard from County Clerk Peggy Ann Milton about the rising number of unfunded mandates imposed by the State and the Federal Government as part of the Help America Vote Act and I just want to mention that in specific terms. The effort is worthy as many efforts are and they cost money as all efforts do and there are responsibilities entrusted to the County or thrust upon the County that are going to make budgetary differences as noted in a couple of other issues too but the Help America Vote Act with the activities that are required of County governments, local election commissions, and other entities has become an issue and we need to keep an eye on these as well. Member Segobiano stated the following: just for the record it seems that we mentioned our local area legislators but there are also two other gentlemen whose names need to be mentioned who represent McLean County and they are Representatives Cultra and Sommers. They each have a portion of McLean County so their names should be mention also. Member Owens asked the following: does the County Board appoint the three-person commission over there? Mr. Zeunik stated the following: no, the three commissioners, two Republicans and one Democrat, are appointed by the supervising circuit judge. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into this 20th day of January, 2004, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", and Anderson Legislative Consulting, hereinafter known as "the Consultant".

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, the McLean County Board has recognized the necessity to provide professional contract services for legislative activities related to the State of Illinois' General Assembly; and

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

NOW, THEREFORE:

1. Anderson Legislative Consulting is hereby retained as a consultant for the McLean County Board, in accordance with the provisions of this Contract.
2. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, the work and services described in Attachment "A", Part I, which is attached hereto and made a part hereof.
3. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the County shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The County may require the Consultant to meet with designated officials of the County from time to time to review the work. Reasonable prior notice of such review meetings shall be given the Consultant.
4. The County may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this contract.
5. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2004 and terminate on December 31, 2004.

6. The services of the Consultant are to commence no later than five days after the execution of this contract by both parties.
7. The Consultant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Consultant's activities pursuant to this contract.
8. The Consultant 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 Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
9. Nothing in this agreement shall prevent the Consultant from engaging in any other consulting activities or businesses apart from the services provided for by this contract.
10. Recognizing the potential for a conflict of interest in the activities of the Consultant on behalf of other clients, compared to the interests of the County, the Consultant shall:
 - a) within five business days of the signing of this Contract, provide to the County a complete written listing of all current clients of the Consultant.
 - b) during the term of this Contract, report in writing to the County, no less than ten days after any such agreement, all new clients who are represented by the Consultant.
 - c) report immediately to the County any specific legislation on which the Consultant's obligations, on behalf of the County and any other client, differ. Consultant shall explain which client, the County or the other client, he intends to represent and why. Upon the request of the County, Consultant shall provide this information in written form.
11. Nothing in this agreement shall prevent the consultant from utilizing the services of others in the performance of this Contract. The Consultant and County agree that the County has no obligation to pay such others, as they remain the obligation of the Consultant. If such others represent any client, then the provisions of #1 directly above shall apply to them in the same manner as they apply to the Consultant.

12. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and such other fees as required by law.
13. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
14. 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 or set forth herein or incorporated herein by reference.
15. 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.
16. 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.
17. This contract may not be assigned by either party without the prior written consent of the other party.
18. This contract may be terminated during its term at the request of either party upon one party providing the other with thirty (30) days' written notice prior to the effective date of such termination.

In the case of termination of this Contract prior to the scheduled termination date, the compensation obligation of the County shall be determined by prorating the total amount on the basis of the number of months actually served under the Contract. Any overpayment by the County shall immediately be refunded by the Consultant. Any underpayment by the County shall immediately be paid to the Consultant.
19. This contract is severable and the invalidity or unenforceability of any provisions of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
20. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
21. Should either party desire to renew this contract beyond the termination date, forty (40) days' written notice prior to the termination date shall be given by the party wishing to do so.
22. All written notices shall be mailed by certified copy to the

following address:

For the Consultant:

Mr. William J. Anderson
Anderson Legislative Consulting
15 Fairview Lane
Springfield, IL 62707

For the McLean County Board:

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

23. The parties agree that the foregoing and the attached document "A" constitute all of the agreement between the parties.
24. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "A", Part II.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on the _____ day of _____, 2004.

CONSULTANT:

By: _____
William J. Anderson
Anderson Legislative Consulting

COUNTY:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

ATTACHMENT A

PART I. SCOPE OF WORK

In order to assist McLean County in performing its legislative program, including providing representation on issues of interest to County Government which arise during a legislative session, the Consultant will perform the following duties for the regular and veto sessions of the Illinois General Assembly:

1. Weekly teleconferences with a designated point person, that person being either the County Administrator or the Assistant County Administrator;
2. Monthly legislative reports, available no later than the 25th day of the preceeding month;
3. Legislative Alerts on targeted legislation;
4. Weekly legislative updates;
5. Coordinate meetings with legislators, Governor's office and committee staff as necessary;
6. Represent the County's position on legislation affecting County Government to legislators elected from the County as well as other appropriate legislators.
7. Develop legislative user files on behalf of the County on a legislative computer service, and provide same to the County;
8. Draft legislation and amendments on behalf of the County;
9. Organize and oversee a legislative day in Springfield for the County, if the County so desires.

PART II. COMPENSATION

McLean County agrees to compensate Anderson Legislative Consulting the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year to perform the services outlined in this Attachment from the execution of this contract through December 31, 2004, such compensation to be paid not less once per year upon receipt of an invoice for services.

Members Sorensen Nuckolls moved the County Board approve the Request for Approval of Contract with Anderson Legislative Consulting Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 59-84 of your packet.

TRANSPORTATION COMMITTEE:
Member Hoselton, Vice-Chairman stated the following: the Transportation Committee has no items for action and the General Report is on pages 85-92.

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

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

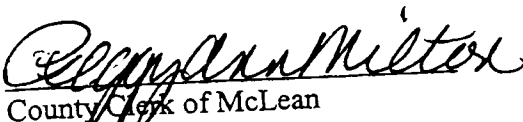
ATTEST:


Secretary

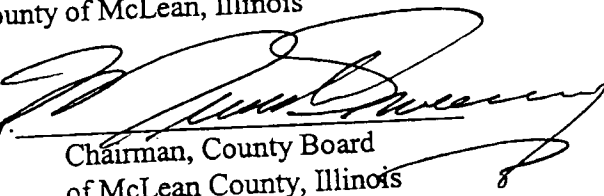
By: 
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:


County Clerk of McLean
County, Illinois

County of McLean, Illinois

By: 
Chairman, County Board
of McLean County, Illinois

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 Reed*
Its Chairman

ATTEST:

[Signature]
Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

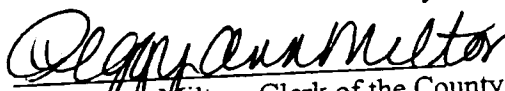
**ATTACHMENT NUMBER 13 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER**

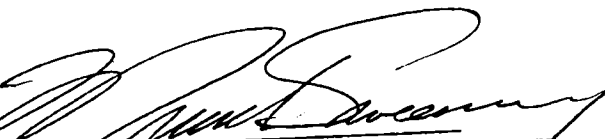
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning 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

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Members Bostic/Gordon moved the County Board approve the Requests for Approval of Lease and Contract Extension Agreement No. 1 to Lease of Courthouse Building and Contract for Operation and Maintenance dated December 3, 2003, Attachment No. 2 to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building, and Attachment No. 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report can be found on pages 96-105.

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

**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

(2)

Office Supplies
0001-0047-0052-0601.0001 \$ 800.00 \$ 1,100.00 \$ 1,900.00

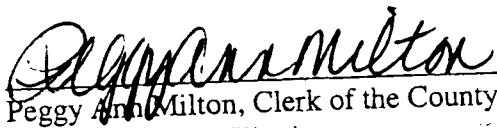
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0001-0047-0052-0621.0001 \$ 400.00 \$ 996.00 \$ 1,396.00

TOTAL \$14,446.00

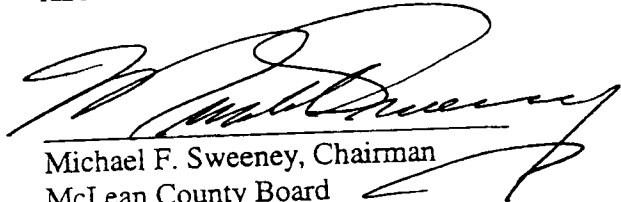
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

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

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/iemaleopgrntx.jan04

Members Renner/O'Connor moved the County Board approve the Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, ESDA Department 0047. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

Agreement No. 11G4699000

STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES AGREEMENT
Fiscal Year 2004

This Agreement is by and between the Illinois Department of Human Services, with its principal office at 535 West Jefferson, hereinafter referred to as the "Department" and, McLean County Board, hereinafter referred to as the "Provider" with its principal address at: , 104 West Front Street, P.O. Box 2400, Bloomington, IL, 61702-2400.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof, it is agreed as follows:

1. TERM

This Agreement shall be effective January 1, 2004, and shall expire June 30, 2004, unless extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider MUST complete)

Under penalties of perjury, the Provider certifies that 376001569 is the Provider's correct Federal Taxpayer Identification Number Social Security Number (circle one). The Provider is doing business as a (please check one).

Individual
 Sole Proprietorship
 Partnership
 Corporation (includes Not For Profit)
 Medical Corporation
 Governmental Unit
 Estate or Trust

Nonresident Alien
 Pharmacy-Non Corporate
 Pharmacy/Funeral
 Home/Cemetery Corporation
 Tax Exempt/Hospital/Extended Care Facility

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

3. PAYMENT

A. The estimated amount payable by the Department to the Provider under this Agreement is \$22,500.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within 45 days after the expiration of this Agreement. The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.
- D. If applicable, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990, (31 U.S.C. 6501 et seq.) and any other applicable federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated agreement amount.
- G. Grant funds disbursed under this Agreement and held 30 days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. **SCOPE OF SERVICES**

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. **REQUIRED CERTIFICATIONS**

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record, (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan, (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act, (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates, (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act, (30 ILCS 580/3 or 580/4).
- G. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).

- H. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency, (45 CFR Part 76).
- I. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment), (20 U.S.C. 6081 et seq.).
- J. **Debt To State** - The Provider certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Provider further acknowledges that the Department may declare the contract void if the preceding certification is false or if the Provider, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- K. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320s-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
6. **BACKGROUND CHECKS**
The Provider certifies that neither the Provider, nor any employees assigned to work on the Department's premises, have a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to

work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

7. **UNLAWFUL DISCRIMINATION**

The Provider, its employees and subcontractors under subcontract, made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794)
- E. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.)
- F. Executive Orders 11246 and 11375, (Equal Employment Opportunity) and Executive Order 13160 (2000), (Improving Access to Services for Persons with Limited English Proficiency)

8. **LOBBYING**

The Provider certifies that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any

Federal Agreement, grant, loan or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid, or will be paid, to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. **CONFIDENTIALITY**

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. **LIABILITY**

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. **MAINTENANCE AND ACCESSIBILITY OF RECORDS**

A. The Provider shall maintain, for a minimum of 5 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records, and supporting documents to comply with 89 Ill Adm Code 509.

- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized, by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. **RIGHT OF AUDIT AND MONITORING**

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. **AUDIT REQUIREMENTS**

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill Adm Code, 507 (Audit Requirements of the Department of Human Services), to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file, a copy of the auditor's most recent peer review report and acceptance

letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2004.

14. **INDEPENDENT CONTRACTOR**

The Provider is an independent contractor and its employees do not acquire any employment rights with the Department or the State of Illinois by virtue of this Agreement.

15. **SANCTIONS**

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

16. **TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

17. **POST-TERMINATION/NON-RENEWAL**

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which

- recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

18. **SUBCONTRACTS**

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written Departmental approval. In emergencies, the Provider will request approval in writing within 7 days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

19. **NOTICE OF CHANGE**

The Provider shall give 30 days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employment identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department, for any acts or omissions by the Department, resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation, or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

20. **ASSIGNMENT**

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

21. **MERGERS/ACQUISITIONS**

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made

hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character or its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

22. **CONFLICT OF INTEREST**

The Provider agrees that payments made by the Department, under this Agreement, will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or, 2) Employed by an offices or agency of State government of Illinois with annual compensation annually in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption to this provision.

23. **TRANSFER OF EQUIPMENT**

The Department shall have the right to require transfer (including title) to the Department of any equipment purchased in whole with Department funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination or any notice required by paragraph 15 thereof of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

24. **WORK PRODUCT**

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

25. **RELEASES**

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

26. **PRIOR NOTIFICATION**

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and cooperate with the Department in joint or coordinated releases of information.

27. **INSURANCE**

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as, insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement, such money shall be surrendered to the Department. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement, then the Provider may request the Department to review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any Agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

28. **CIVIL LAW SUITS**

Indemnification will be governed by the State Employee Indemnification Act. (5 ILCS 350/1 et seq.).

29. **GIFTS AND INCENTIVES PROVISION**
The Provider is prohibited from giving gifts to Department employees (5 ILCS 425/1 et seq.). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.
30. **RENEWAL**
This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.
31. **AMENDMENTS**
This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.
32. **SEVERABILITY**
If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
33. **WAIVER**
No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely, for the purpose of denial of such a right or remedy to the Department.
34. **LAWS OF ILLINOIS**
This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.
35. **STATUTORY/REGULATORY COMPLIANCE**
This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

36. ATTACHMENTS AND PROGRAM MANUALS

The following Attachment(s), any document(s) and Program Manuals referenced in the Attachment(s) are hereby incorporated into this Agreement and can be found on the following Department website: <http://www.dhs.state.il.us/serviceProviders/grantsContracts/>

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Office of Prevention	E	\$22,500.00
Total Dollar Amount:		\$22,500.00

37. PRECEDENCE

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

38. ENTIRE AGREEMENT

The Provider and the Department understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein, including prior agreements or oral discussions, shall be binding upon either the Provider or the Department.

39. FUNDING RESERVE

Reductions in Amounts Payable: Notwithstanding anything to the contrary contained herein or in an attachment or exhibit made a part hereof, the amount payable, or estimated amount payable, to Vendor/Provider under this Agreement is subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois

Department of Human Services

Carol L. Adams 45

BY: Carol L. Adams, Ph.D., Secretary

Date: JAN 27 2004

Suey Harbeck

McLean County Board

Provider (Agency Name)

Michael Sweeney

BY: (Provider or Authorized Designee Signature)

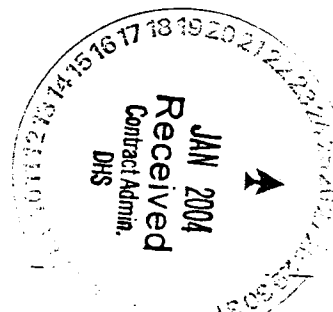
Name: Michael Sweeney

Type or Print

Title: County Board Chairman

Date: 1-20-04

Email Address:



Memo

To: McLean County Board, Executive Committee
Michael Sweeney, Chairman

From: Amy Johnson Davis, Public Defender

CC: John Zeunik, County Administrator

Date: January 13, 2004

Re: Contract for the "Access to Counsel Grant" from the Department of Human Services

The McLean County Public Defender's Office has been awarded a grant from the Illinois Department of Human Services for a social worker. The funding is part of the Juvenile Justice Challenge division of the Office of Community Health and Prevention. It is designed to enhance the access to counsel for juvenile clients.

- The Public Defender's Office notified the McLean County Justice Committee in September of 2003 that we had been awarded the grant funding.
- We received the official award letter from the grantor at the end of October, 2003.
- Due to our inability to reach the appropriate people at the Department of Human Services, we were unable to obtain a final contract until January 9, 2004.
- To assure that we are in compliance with the terms of the contract, we must obtain the County Board Chairman's signature by the end of January, 2004.
- The Access to Counsel Grant does not require either in kind or cash matching funds from McLean County.
- Our current budget has already allocated expenses for all equipment and supplies for the new hire.
- The funds from the grantor are sufficient to cover salary, fringe benefits, equipment and supplies.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
Public Defender's Office 0021**

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 Public Defender's Office has obtained a grant in the amount of \$22,000.00 from the Illinois Department of Human Services to fund the salary and benefits costs for a social worker to enhance access to counsel and support services for juvenile clients; and,

WHEREAS, the said funds need to be expended prior to June 30, 2004; and,

WHEREAS, the Justice Committee, at a special meeting on Tuesday, January 20, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the funds; 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, Public Defender's Office 0021 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
DHS Juvenile Grant 0001-0021-0023-XXXX.XXXX	\$ 0.00	\$ 22,000.00	\$ 22,000.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Public Defender's Office 0021 the following appropriations:

Full-Time Employee Salaries 0001-0021-0023-0503.0001	\$848,670.00	\$ 15,633.00	\$864,303.00
County's IMRF Contribution 0001-0021-0023-0599.0001	\$ 0.00	\$ 991.00	\$ 991.00
Social Security Contribution (F.I.C.A.) 0001-0021-0023-0599.0003	\$ 0.00	\$ 1,196.00	\$ 1,196.00
Employee Medical 0001-0021-0023-0599.0002	\$50,400.00	\$ 1,400.00	\$ 51,800.00
Operational Supplies 0001-0021-0023-0621.0001	\$ 2,283.00	\$ 2,780.00	\$ 5,063.00

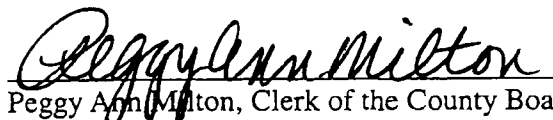
Total: \$ 22,000.00

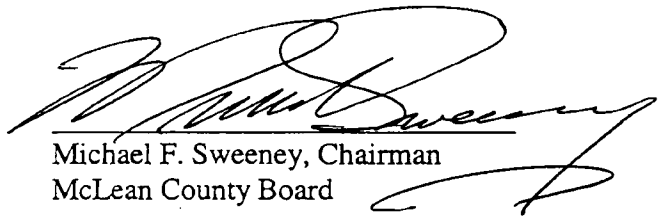
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Public Defender.

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/cobdpubdef_juvsoc.jan04

Members Renner/Hoselton moved the County Board approve the Requests for Approval of Grant Award from the Illinois Department of Human Services - Community Services Agreement and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – Public Defender’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is on pages 124-128.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, stated the following: the Land Use and Development Committee brings no items for action to the Board this morning. The General Report can be found on pages 129-133.

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

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 peggyann@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-BARRERED 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:

Dana 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

815-334-4242 815-334-8727
Telephone Number Fax E-Mail

Kathie Schultz – County Clerk
Contact Person

2000 Since Primary 2000
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

309-672-6070 309-672-6063
Telephone Fax E-Mail

JoAnn Thomas – County Clerk
Contact Person

2002 Since Primary 2002
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) Grundv 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 217-253-2233

Telephone 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 309-672-6063

Telephone 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 Jav 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



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 

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.



November 25, 2003

John Zeunik
McLean County
104 W. Front Street
P. O. Box 2400
Bloomington, IL 61702-2400

RE: Bank Eligible Municipal Lease Purchase Financing (All billings to be send to Peggy Ann Milton, County Clerk at the same address).

Dear John:

Thank you for the opportunity to earn your business. Commerce Bank, N. A. takes pride in providing local, customized service coupled with competitive pricing.

Commerce Bank, N. A. has approved the following terms for McLean County to purchase 62 new optical scan voting machines @ \$5,200.00 each. This commitment to lease funds will expire Friday at 5:00PM, January 30, 2004 unless accepted prior.

LESSOR:	Commerce Bank, N.A.
LESSEE:	McLean County, Illinois
ORIGINAL ACQUISITION COSTS:	\$ 322,400.00
EQUIPMENT:	62 new optical scan voting machines @ \$ 5,200.00 each (All equipment acceptable to and at Commerce Bank, N. A. sole discretion).
FUNDING SCHEDULE:	On or before January 30, 2004
BASE TERM RENT AND BASE TERM COMMENCEMENT DATE:	The Base Term of the lease shall be Four (4) Years. Lessee shall make Four (4) consecutive annual payments, in arrears, equal to \$ 87,773.77 or 27.22511% of Original Acquisition Cost ("Base Rental Factor").
FASB IMPLICIT RATE:	3.50%
RENTAL ADJUSTMENT:	The Base Rent Factor, as hereinafter defined, is based on a straight line interpolation of United States Treasury Interest Rate Swaps with a weighted average life equal to lease term offered, the rate is 2.47%, as quoted in the Federal Reserve Statistical Release H.15,

McLean County
November 25, 2003
Page 2 of 2

Interest Rate Swaps, (the "Index") for November 20, 2003 ("Reference Date"). Lessor reserves the right to adjust the Base Rent Factors based on the changes of these indices prior to the Base Term Commencement Date, these adjustments shall preserve Lessor's original spread to a nominal pre-tax yield.

END OF LEASE OPTION: Lessee will own the Base Lease Assets.

TAX TREATMENT: Tax depreciation shall be for Lessee's account.

NET LEASE: The lease shall be a net lease in all respects, and Lessee shall be responsible for all taxes (other than federal taxes measured on Lessor's net income) and other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

ORAL AGREEMENTS OR COMMITMENTS TO LEASE MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR OBLIGATION, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

To accept the foregoing, please execute the one original of this letter, and return it directly to the undersigned.

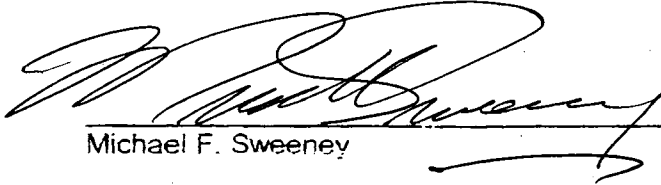
Very truly yours,

COMMERCE BANK, N.A.



Byron Blotcky
Vice President

ACCEPTED: McLean County, Illinois

BY: 
Michael F. Sweeney

TITLE: _____
Chairman, McLean County Board

DATE: _____
January 20, 2004

RESOLUTION of the McLEAN COUNTY BOARD
SEEKING REIMBURSEMENT for the
PURCHASE of OPTICAL SCAN VOTING MACHINES
Under the "HELP AMERICA VOTE ACT of 2002"

WHEREAS, on October 29, 2002, President George W. Bush signed into law the "Help America Vote Act of 2002," (the "HAVA") (Public Law 107-252); and,

WHEREAS, under Title 1, Section 102 of HAVA, "Replacement of Punch Card and Lever Voting Machines," federal funds are provided to reimburse election jurisdictions as part of a punch card buyout program; and,

WHEREAS, on August 21, 2003, Illinois Governor Rod Blagojevich signed Senate Bill 428, the State legislation helping to implement the federal law and establishing a State fund to distribute monies in accordance with HAVA; and,

WHEREAS, at its September 15, 2003 meeting, the Illinois State Board of Elections adopted a staff proposal to distribute HAVA funds for the punch card buyout program; and,

WHEREAS, at its November 18, 2003, meeting, the McLean County Board adopted the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance, which includes an appropriation in the County Clerk's Office for the lease-purchase of optical scan voting machines for use in the precincts in McLean County under the jurisdiction of the County Clerk; and,

WHEREAS, at its January 6, 2004 meeting, the Finance Committee recommended approval of the recommendation received from the County Clerk to purchase 62 optical scan voting machines for use in the March, 2004 primary election and the November, 2004 general election; now, therefore,

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

1. The McLean County Board agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United State Government under the provisions of the Help America Vote Act ("HAVA") for the reimbursement for new voting systems and equipment in compliance with HAVA requirements.

2. The McLean County Board agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment previously purchased, providing full information about payment amounts and other cost information for such equipment.

3. The McLean County Board agrees to take such action as necessary to be certain that the new voting system does not use punch card or lever machines, and is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (Attachment B) by January 1, 2006.

4. The McLean County Board understands and agrees that equipment purchased for said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the County.

5. The McLean County Board further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the County and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The McLean County Board agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to the County in the event the County is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. The County specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against the County, the County agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The McLean County Board authorizes Peggy Ann Milton, County Clerk, to act as the agent for the County in preparing and executing all applications and other documents required by the State Board of Elections for the reimbursement of HAVA approved voting systems, and the McLean County Board authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. The County Clerk is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of the McLean County Board.

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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

(Place Official Seal here)

Attachment A

SEC. 906. NO EFFECT ON OTHER LAWS.

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

(1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).

(2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).

(3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).

(4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

ATTACHMENT B

SEC. 301. VOTING SYSTEMS STANDARDS.

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective

date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

Members Sorensen/ Moss moved the County Board approve the Requests for Approval of AccuVote Optical Scan Voting System Proposal from Fidlar Election Co., Lease-Purchase Financing Commitment Letter from Commerce Bank – AccuVote Optical Scan Voting System, and Resolution Seeking Reimbursement for Purchase of Optical Scan Voting System – County Clerk’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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

Members Sorensen/Bostic moved the County Board approve the Request for Approval of a Professional Service Contract with Sammy J. Ferrara – Veteran's Assistance Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 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:


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

APPROVED:


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.

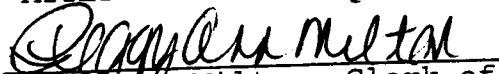
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

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

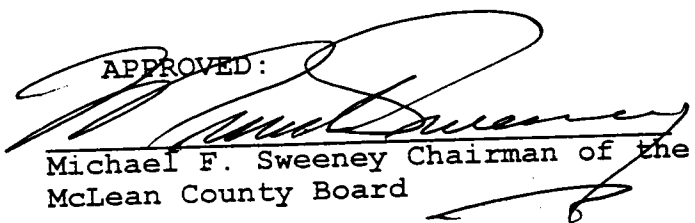
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

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

ATTEST:


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

APPROVED:


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;

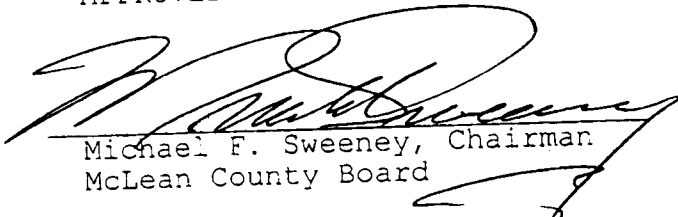
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
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

Members Sorensen/Renner moved the County Board approve the Requests for Approval of an Ordinance of the McLean County Board Amending the 2003 Combined Appropriation and Budget Ordinance for Fund 0103 - WIC Program, Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0103 - WIC Program, and a Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0103 - WIC Program - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING and AUTHORIZING the CONVEYANCE OF
REAL ESTATE PARCELS SOLD
THROUGH THE DELINQUENT REAL ESTATE TAX LIQUIDATION PROGRAM

WHEREAS, on May 18, 1999, pursuant to authority granted in 35 ILCS 200/21-90, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation program; and,

WHEREAS, the primary goal of the Delinquent Real Estate Tax Liquidation program is to recover delinquent real estate taxes for the benefit of all local taxing bodies in McLean County; and,

WHEREAS, a second goal of the Delinquent Real Estate Tax Liquidation Program is to return unproductive and abandoned parcels to productive use and to return those parcels to the property tax rolls; and,

WHEREAS, in October, 2003, Joseph Meyer and Associates completed the sale of delinquent tax parcels and sold nine (9) parcels with a combined delinquency of \$13,105.25, as listed on the attached sheet; and,

WHEREAS, at its regular meeting on January 6, 2004, the Finance Committee recommended approval of the conveyance of these nine (9) parcels, as listed on the attached sheet; and,

WHEREAS, the Finance Committee further recommended that the Board authorize the County Board Chairman to execute a deed of conveyance of the County's interest and authorize the cancellation of the appropriate certificates for each parcel in exchange for the auctioned bid amount; now, therefore,

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

- (1) The nine (9) parcels, as listed on the attached sheet, that have been sold through the Delinquent Real Estate Tax Liquidation Program are hereby conveyed to the successful bidder.
- (2) The County Board Chairman is hereby authorized to execute a deed of conveyance for each of these nine (9) parcels, as listed on the attached sheet, and is hereby further authorized to cancel the appropriate certificates for each parcel in exchange for the auctioned bid amount.

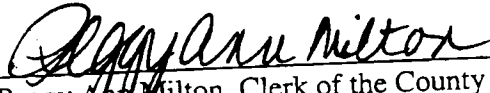
(2)

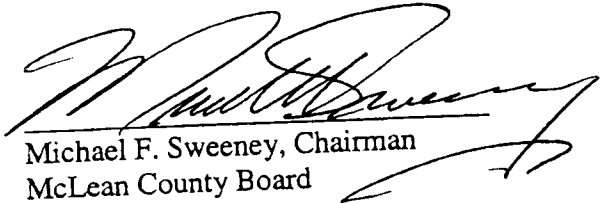
- (3) The County Clerk is hereby requested to forward a certified copy of this Resolution to the County Treasurer, the State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board 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

Members Sorensen/Owens moved the County Board approve the Request for Approval of a Resolution Approving and Authorizing the Conveyance of Real Estate Parcels Sold through the Delinquent Real Estate Tax Liquidation Program – County Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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
20th day of January, 2004.

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]

McLean County, Illinois
By *[Handwritten Signature]*
EMPLOYER

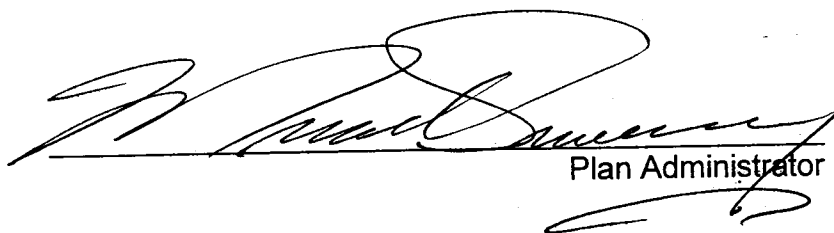
CERTIFICATE OF CORPORATE RESOLUTION

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.

Members Sorensen/Renner moved the County Board approve the Request for Approval of Amendment Number 2 to the McLean County Cafeteria Plan to include Reimbursement for the Purchase of Over-the-Counter Medications – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2004**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, the Public Defender's Office applied for and received new state grant sources which provide funding to establish a new position to provide counsel and support services to juvenile clients; and,

WHEREAS, the Finance Committee, at a special meeting on January 20, 2004, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2004 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

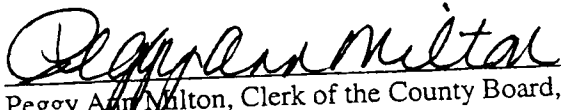
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0021-0023	8	0503.8123 Case Manager	0.00	0.42	0.42

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Public Defender's Office, the County Treasurer, and the County Administrator's Office.

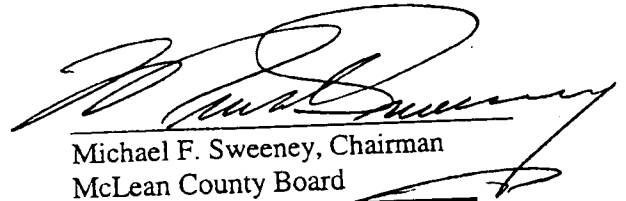
ADOPTED by the McLean County Board this 20th day of January, 2004.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Harding moved the County Board approve the Request for 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 0021 - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report can be found on pages 187-201.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have two brief informational items for the Board this morning. The County Treasurer's office and the County Auditor's office continue to work on the Fiscal Year 2003 soft close. Just to give you an update, at the Finance Committee meeting earlier this month the Treasurer reported that in terms of our three largest State revenue sources, our sales tax revenue ended up over 100% of budget which is really good for us in terms of what we anticipated. State income tax revenue, however, came in under budget. That is a result of the changes the legislature made in the reimbursement to local governments – holding back approximately 80 million dollars obtained by the State which previously had been distributed. Personal property replacement tax, again in 2003, finished the year at a number that was greater than budget. Through December 31, 2003, once the management surcharges and administrative fees are credited to the General Fund, as well as the transfers that are part of the General Fund, it looks like we may finish Fiscal Year 2003 with revenues in the General Fund exceeding expenses. The departments in the General Fund appear to have held expenses under budget again and even though some of our revenue accounts did not equal budget overall it appears like we will end up again in 2003 with a positive number. We are slowly, as noted in the credit report from Moody's, building the fund balance back up from the hits it took previously.

The other piece of good news is that even though we didn't receive much money in terms of State income tax, from the Governor's Amnesty Program, the State did decide to distribute personal property tax revenue back to local governments and McLean County received a payment in December and a second payment is due to be received in January. \$92,000 in additional revenue is certainly good news.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano stated the following: I am not questioning the City of Bloomington's action or the Bloomington Police's action regarding MetCom but my question is what financial, if any, impact will this have on the County in the future. Do we know? Mr. Zeunik stated the following: at this time, it is difficult to say. As far as the building is concerned, it should not have any significant impact in terms of dollars back to the County. The intergovernmental agreement, created MetCom and established the funding formula for the City, County, Town of Normal, and Emergency Telephone Systems Board. For the three local governments, that formula is based on population. The ETSB's share of the formula is based on what responsibilities an emergency telephone system's Board can in fact pay for. That comes out of the ICC regulations. Because it's based on population, look at the 2000 population, obviously Bloomington has the largest population so their pro rata share is the largest. One of the reasons that population was chosen as the formula to determine how much each local government should pay is that the population often drives the number of calls that are received for a response. Look at the computer assisted dispatch reports, at the number of incidents, and the number of calls that the local agencies respond to and Bloomington has far more than either the Town of Normal or Sheriff's Department. We don't know exactly how Bloomington's decision will play out or what that is going to look like in terms of what that final decision means. One could assume that if in fact they totally pull out of MetCom, the call volume at MetCom will decrease and therefore there will also be a decrease in

staffing which would then cause a change in the way costs are allocated among the other participants. But at this point, it's probably premature to talk about what that may look like. Chairman Sweeney stated the following: I should probably add to that. I've been on the phone way too many times this week talking about this issue. The individual from the City of Bloomington Police Department said this was an amicable divorce. It was not. There was no indication from any governmental body that I talked to that this was amicable. We had about a two-day notice about this, they made the decision on Friday, and then the City Council made their decision on Monday. I am looking at it from a different perspective. I think that it was a mistake for them to do this and I hope that they can get this resolved. There are plans in the works to try to reconcile this thing and put it together. I am more concerned about the fact of intergovernmental agreements. I am absolutely concerned about that because if they trash one intergovernmental agreement then what's the deal that any other governmental body won't trash any other intergovernmental agreement. I think that is something that we all have to look at. That's been my position all along on this thing that once this happens it could be a snowballing effect throughout all the intergovernmental agreements that we've had set up for years and years. This Board has done a great job of working with the Town of Normal and City of Bloomington for many years and all of a sudden they decide that there is one item that they don't like in one of the intergovernmental agreements and then they think they can say okay we are going to do this and we are the big boy on the block and sorry about that but I have a problem with this whole process. So hopefully this will get resolved in an amicable way through meetings with staff and things like that because I am absolutely concerned about the intergovernmental agreements. Member Gordon stated the following: is there any standard pattern as far as our existing intergovernmental agreements with regard to lead time required to end them? Mr. Zeunik stated the following: generally speaking, intergovernmental agreements provide for a year's notice. This one does also provide for a year's notice. In fact the Resolution that the City Council approved was drafted simply to be in compliance with the terms of the intergovernmental agreement. A termination clause in it that basically stipulates that if any member decides to terminate their relationship, they are responsible for a full year beyond the notice of termination so the Council's action occurred earlier this month and the indication is that they will be a part of MetCom and continue to participate in MetCom to December 31, 2005. That's the additional year that is a part of the intergovernmental agreement. Member Gordon asked the following: is that then why we can hope for a reconciliation because we have some time in which that could still occur while Bloomington is still a part of MetCom? Chairman Sweeney stated the following: I can't imagine anybody that is a chairman of a committee, myself or Mr. Zeunik coming to this Board saying we don't know what the cost will be when we get out. We don't know if we can get a license with the State. We don't know if we meet all the provisions of the intergovernmental agreement but we want the City Council just to get out. I can't imagine doing to this Board what they did and they can get away with that without any questions. Member Cavallini stated the following: I would like to make one additional comment about the issue that has surfaced. It just seems to me to be somewhat ironic that an organization who has been with MetCom for so long and as we approach some solutions to MetCom that at this particular time they would be willing to withdrawal. It

seems like we've crossed a bridge in terms of repairing and making MetCom viable for everybody in the County and it seems like a shame.

Chairman Sweeney stated the Resolution of Congratulations would be table until the next meeting.

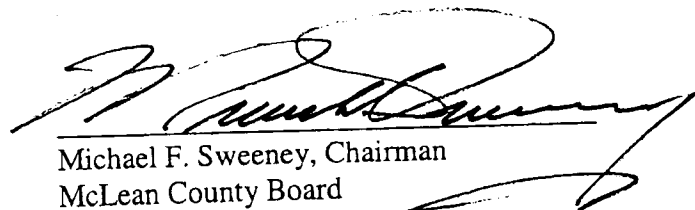
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

January 20, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$582,499.59	\$582,499.59
Finance	\$34,487.54	\$1,459,553.48	\$1,494,041.02
Human Services		\$403,442.55	\$403,442.55
Justice		\$1,655,660.54	\$1,655,660.54
Land Use		\$35,940.31	\$35,940.31
Property		\$323,258.72	\$323,258.72
Transportation		\$801,957.13	\$801,957.13
Health Board		\$287,864.09	\$287,864.09
Disability Board		\$00.00	\$00.00
T. B. Board		\$14,777.31	\$14,777.31
Total	\$34,487.54	\$5,564,953.72	\$5,599,441.26


Michael F. Sweeney, Chairman
McLean County Board

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

ADJOURNMENT:

Members Renner/Selzer moved for adjournment until Tuesday, February 17, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

RECONVENE:

Members Gordon/Selzer moved the County Board reconvene their regular meeting at 9:33 a.m. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rackauskas presented the following:

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, Stephanie Campbell, Nichelle Harrison, Kendra Gay, Brooke Holtz, Ashley Beyer, Keaira 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:

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Rackauskas stated the following: very seldom do you ever get the opportunity to be first. Today I want you to think about that. When you are standing in the cafeteria line and there are hundreds of you waiting to get lunch, only one out of 100 will get to be first. In the classroom today when your teachers ask questions, there could be 30 or 40 in a classroom, only one of you gets the first answer. It is a wonderful privilege to be first. So, you probably ask why does the County have a moment like this. It is because you fulfilled the full community's dream of getting the opportunity to be first. That moment you made that winning point, we lived vicariously through all of you. We all got to be first. So, for people like me who have never been first, we got to be first. For that, I thank you. Member Rackauskas then read the Resolution. Coach Vogel stated the following: first of all, I apologize for being late. Thank you for waiting. Thanks a lot for taking time out of your schedule to recognize the girls. It is great for them to get out of school on the first day of the semester and have the other students ask them why they get to leave. They get to respond, because we are state champions we get to go and be recognized by the McLean County Board. Thank you very much, we really appreciate it.

Members Rackauskas/Renner moved for adjournment until Tuesday, February 17, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:42 a.m.

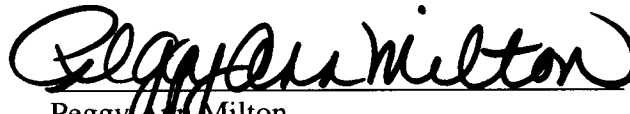
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of January, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11th day of February, 2004.


Peggy Ann Milton
McLean County Clerk