

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

June 21, 2005

*Subject to approval at  
July 26, 2005  
County Board Meeting*



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**June 21, 2005**

The McLean County Board met on Tuesday, June 21, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

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

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

\*Late

**The following Members were absent:**

Member Sue Berglund.

Chairman Sweeney stated the following: I would like to make an introduction. We have an intern from Illinois Wesleyan here today. His name is Darius Gant. Mr. Gant is coming to the Finance Committee meetings, the Executive Committee and the full Board meetings and he will be here for a couple of months. Welcome. We also have two other interns. Mr. Zeunik stated the following: we have tow interns that will be working this summer in the County Administrator's office. I would like to introduce Lucas Helmer. Lucas is a graduate student at Illinois State University in Human Resource Management. He will be helping us with the preparation of the budget during the summer. We also have, from Illinois Wesleyan University, James Malic. James is a double major in Economics and Finance. He also will be helping us with preparation of the 2006 budget and also will be reviewing the indirect cost study. I am pleased to welcome both.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. Member Renner requested that Item C1a be removed.

The amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, May 17, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of Letting Results from May 25, 2005  
County and Township Projects
  - 2) Request Approval of Stanford Road – Sec 04-00122-03-RS –  
80,000 lbs. Weight Agreement for:
    - a) Earlybird Grain and Fertilizer Service, Inc.
    - b) Stanford Grain Company
  - 3) Request Approval for Joint Culvert Petitions:
    - a) 2005 Lawndale Jt Culvert
    - b) 2005 Lexington Jt Culvert #1 –  
2240 North & 2725 East
    - c) 2005 Lexington Jt Culvert #2 –  
2250 North & 2890 East
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the application of  
James and Terry Pitzer in case SU-05-12,  
Part of parcel (20) 09-36-200-001 – requesting  
a Special Use to Allow a single family  
residence in the Agriculture District for the  
son of a farm owner; on property which is  
part of Section 36, Township 25N, Range 4E  
of the 3<sup>rd</sup> P.M.; and is located in Lexington  
Township immediately south of 2100 North  
Road and approximately ¼ mile east of  
2925 East Road.
  - 2) Subdivision Cases:
    - a) Request Approval of a Preliminary Plan for the  
Re-subdivision of Lot 1 Gabriel Hills Subdivision,  
File S-05-09 as requested by Mr. Daren Markert.  
The Property is located in Bloomington Township  
Immediately Southeast of the intersection of  
Colonial Road (County Highway 30) and  
1600 East Road.
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval to Purchase Personal  
Computers under State of Illinois Central  
Management Services Contract –  
Information Services

- 2) Justice Committee
  - a) Request Approval of a Contract Extension for Logan County's Bed Space at the Juvenile Detention Center – Court Services
  - b) Request Approval to Enter into a Contract with Securus Technologies to Provide Inmate Telephone Services – Sheriff's Department
  
- 3) Finance Committee
  - a) Request Approval to Consolidate the Location of the Polling Place to the Community Building for Gridley Township – County Clerk's Office
  - b) Request Approval of Extended Leave of Absence for Employee in the Public Defender's Office – Public Defender's Office
  
- 4) Property Committee
  - a) Request Approval to Recommend Award of Bid to Replace Roof on McLean County Jail – Facilities Management

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

1) REAPPOINTMENTS:

**McLean County Board of Health**

Dan Steadman, D.D.S.  
 1112 Broadway  
 Normal, IL 61761  
 (three-year term expiring June 30, 2008)

**T.B. Care and Treatment Board**

Dan Steadman, D.D.S.  
 1112 Broadway  
 Normal, IL 61761  
 (three-year term expiring June 30, 2008)

**McLean County Board of Health**

Eileen Fowles, Ph.D.  
 Mennonite College of Nursing  
 Illinois State University  
 Campus Box 5810  
 Normal, IL 61790-5810  
 (three-year term expiring June 30, 2008)

**T.B. Care and Treatment Board**

Eileen Fowles, Ph.D.  
Mennonite College of Nursing  
Illinois State University  
Campus Box 5810  
Normal, IL 61790-5810  
(three-year term expiring June 30, 2008)

**Board for Care and Treatment of Persons with  
Developmental Disabilities**

Eileen Fowles, Ph.D.  
Mennonite College of Nursing  
Illinois State University  
Campus Box 5810  
Normal, IL 61790-5810  
(three-year term expiring June 30, 2008)

**McLean County Board of Health**

Ms. P. A. "Sue" Berglund  
1019 East Olive Street  
Bloomington, IL 61701

2) APPOINTMENTS:

**Bloomington Township Public Water District**

Mr. Allen L. Blair  
8759 North 1550 East Rd.  
Bloomington, IL 61704  
(five-year term expiring the first Monday in May, 2010 –  
Replacing Mr. Bill Edwards)

**Gridley Fire Protection District**

Mr. Charles W. Stanhouse  
Box 278  
307 E. 6<sup>th</sup> Street  
Gridley, IL 61744  
(Three-year term expiring April 30, 2008 – replacing Mr.  
Loren T. Hany)

3) RESIGNATIONS

**McLean County Zoning Board of Appeals**

Mr. Tony A. Wheat  
21398 E. 200 North Road  
Le Roy, IL 61752

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY  
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 7, 2005, for a letting held on May 25, 2005, for two (2) McLean County and one (1) Towanda Road District Projects, and,

WHEREAS, the Transportation Committee duly approved the bids on June 7, 2005, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following projects:

**2005 MFT CONSTRUCTION SECTION:**

**Rowe Construction Co., a Div. of R.A. Cullinan & Son, Inc., Bloomington, Illinois, was the successful bidder on the following section:**

McLean County .....Sec. 04-00122-03-RS .....@ \$464,867.37

**2005 MFT MAINTENANCE SECTION:**

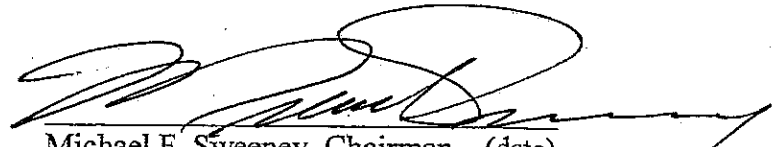
**Steffens 3-D Construction, Inc., El Paso, Illinois, was the successful bidder on the following section:**

Towanda Road District .....Sec. 05-28000-00-GM.....GR2 .....@ \$11,185.00

**2005 Non-MFT CONSTRUCTION SECTION:**

**J.G. Stewart Contractors, Inc., Bloomington, Illinois, was the successful bidder on the following section:**

McLean County .....Sec. 2005 Culvert Extensions.....@ \$62,951.90

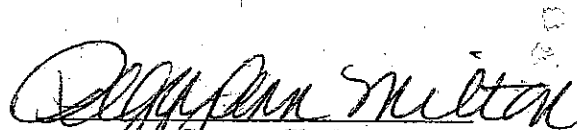
  
Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ]   SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 21, 2005.

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 21<sup>st</sup> day of June A.D., 2005.

[SEAL}

  
County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
MAY 25, 2005

McLEAN COUNTY  
Sec. 04-00122-03-RS

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ADVANCED ASPHALT BID BOND	ROWE BID BOND
Bit Mat's (Prime Coat)		3,825	Gal	\$2.75	\$10,518.75	\$2.89	\$11,084.25
Agg Prime Coat		200	Ton	\$20.00	\$4,000.00	\$20.27	\$4,054.00
Bit Surf Rem Buif Joint		673	Sq Yd	\$25.00	\$16,825.00	\$11.80	\$7,941.40
Temporary Ramp		78	Sq Yd	\$25.00	\$1,950.00	\$16.98	\$1,324.44
Bit Mat's (Prime Coat)		650	Gal	\$3.00	\$1,950.00	\$1.67	\$1,085.50
Incidental Bit Surfacing		450	Ton	\$100.00	\$45,000.00	\$100.51	\$45,229.50
Bit Surf Rem (Variable Depth)		125	Sq Yd	\$25.00	\$3,125.00	\$11.84	\$1,455.00
Area Ref CR Con TR A		39,019	Sq Yd	\$1.10	\$42,920.90	\$1.60	\$62,430.40
Agg Shoulders, Type B		1,750	Ton	\$30.00	\$52,500.00	\$24.71	\$43,242.50
Comb Conc C & G Ty M-6.18		121	Foot	\$40.00	\$4,840.00	\$55.12	\$6,669.52
Bit Base Course Superpave 6"		15	Sq Yd	\$100.00	\$1,500.00	\$58.28	\$844.20
BC SC Super "C" N50		3,750	Ton	\$32.00	\$119,250.00	\$51.34	\$192,525.00
BC BC Sup IL-19.0 N50		4,000	Ton	\$48.00	\$192,000.00	\$49.01	\$196,040.00
Lev Blind MM Super N50		1,425	Ton	\$55.00	\$78,375.00	\$51.87	\$73,914.75
				\$650,504.85	\$647,810.46		\$464,867.37
					-0.41%		-28.54%

TOWANDA RD  
Sec. 05-28000-00-GM GR 2

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND	BEMWACH BID CHECK
Bit Mat's (PG 46-28)		5,500	Gal	\$1.35	\$7,425.00	\$1.70	\$9,350.00
Seal coat Agg CA 15/16 (Crushed Limestone Only)		200	Ton	\$28.00	\$5,600.00	\$61.75	\$12,350.00
				\$13,025.00	\$21,700.00		\$11,190.00
					66.60%		-14.09%
							\$11,185.00
							\$5,885.00
							\$5,300.00
							\$1,07
							\$26.50
							\$11,185.00
							-14.13%

McLEAN COUNTY  
Sec. 2005 NON-MFT CULVERT EXTENSIONS

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	OTTO BAUM BID BOND	STARK BID CHECK
Concrete Box Culvert		55.8	Cu Yd	\$1,200.00	\$66,720.00	\$1,380.00	\$76,728.00
Reinforcement Bars		10,105	Pound	\$1.25	\$12,631.25	\$2.02	\$20,412.10
Expansion Bolts		160	Each	\$20.00	\$3,200.00	\$8.50	\$1,360.00
				\$82,551.25	\$88,500.10		\$69,649.90
					19.32%		-15.63%
							\$56,934.40
							\$11,115.50
							\$1,115.50
							\$3,520.00
							\$62,851.90
							-23.74%



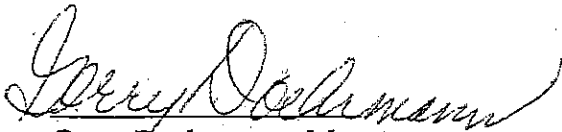
**McLEAN COUNTY  
WEIGHT LIMIT AGREEMENT**

This Agreement entered into this day by and between Earlybird Grain and Fertilizer Service, Inc. and McLean County hereby provides for the following:

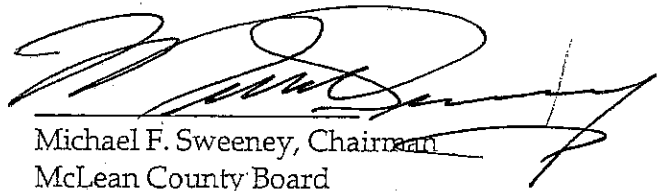
1. Earlybird Grain and Fertilizer Service, Inc. will pay for one-eighth (1/8) of the cost of increasing the weight limit on the Stanford Road, County Highway 59, from IL Rt. 122 south approximately 2,820 feet to Main Street in Stanford, from 73,280 pounds to 80,000 pounds for semi trailer loads. The total estimated cost of this work is based on 384 tons of bituminous hot mix at forty eight dollars (\$48.00) per ton for a total of Eighteen thousand four hundred thirty-two dollars (\$18,432.00). Earlybird Grain and Fertilizer Service, Inc.'s estimated share of the cost for their one eighth (1/8) of this is Two thousand three hundred four dollars (\$2,304.00). The actual amount owed by Earlybird Grain and Fertilizer Service, Inc. to the McLean County Highway Department shall be for 48 tons of bituminous hot mix binder course at the bid price on McLean County Section 04-00122-03-RS.
2. McLean County hereby agrees to designate the Stanford Road, County Highway 59, from IL Rt. 122 southerly approximately 2,820 feet to the Main Street side road as an 80,000 pound Class III Truck route upon completion of the resurfacing project, Section 04-00122-03-RS and signed accordingly.
3. Payment by Earlybird Grain and Fertilizer Service, Inc. is due upon the completion of resurfacing Stanford Road, County Highway 59, Section 04-00122-03-RS and billing from the McLean County Highway Department.
4. McLean County Highway Department shall pay for the balance of the cost of this project.
5. It is mutually agreed that this Agreement shall be null and void should the resurfacing of the Stanford Road from IL Rt. 122 south to Main Street not be completed within three (3) years after the date of this Agreement.

Earlybird Grain and Fertilizer Service, Inc.

McLean County Board



Gerry Doehrmann, Manager  
Earlybird Grain and Fertilizer Service, Inc.



Michael F. Sweeney, Chairman  
McLean County Board

Date: 5-31-05, 2005

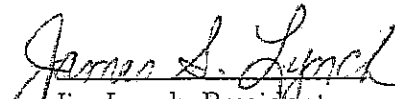
Date: 6/21, 2005.

**McLEAN COUNTY  
WEIGHT LIMIT AGREEMENT**

This Agreement entered into this day by and between Stanford Grain Company and McLean County hereby provides for the following:

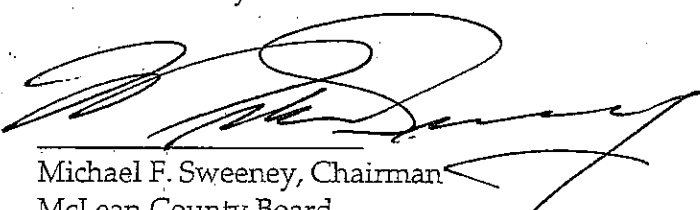
1. Stanford Grain Company will pay for one-eighth (1/8) of the cost of increasing the weight limit on the Stanford Road, County Highway 59, from IL Rt. 122 south approximately 2,820 feet to Main Street in Stanford, from 73,280 pounds to 80,000 pounds for semi trailer loads. The total estimated cost of this work is based on 384 tons of bituminous hot mix at forty eight dollars (\$48.00) per ton for a total of Eighteen thousand four hundred thirty-two dollars (\$18,432.00). Stanford Grain Company's estimated share of the cost for their one eighth (1/8) of this is Two thousand three hundred four dollars (\$2,304.00). The actual amount owed by Stanford Grain Company to the McLean County Highway Department shall be for 48 tons of bituminous hot mix binder course at the bid price on McLean County Section ~~00~~-00122-03-RS.  
04
2. McLean County hereby agrees to designate the Stanford Road, County Highway 59, from, IL Rt. 122 southerly approximately 2,820 feet to the Main Street side road as an 80,000 pound Class III Truck route upon completion of the resurfacing project, Section ~~00~~-00122-03-RS and signed accordingly.  
04
3. Payment by Stanford Grain Company is due upon the completion of resurfacing Stanford Road, County Highway 59, Section ~~00~~-00122-03-RS and billing from the McLean County Highway Department.  
04
4. McLean County Highway Department shall pay for the balance of the cost of this project.
5. It is mutually agreed that this Agreement shall be null and void should the resurfacing of the Stanford Road from IL Rt. 122 south to Main Street not be completed within three (3) years after the date of this Agreement.

Stanford Grain Company

  
Jim Lynch, President  
Stanford Grain Company

Date: 05/20, 2005

McLean County Board

  
Michael F. Sweeney, Chairman  
McLean County Board

Date: 6/21, 2005.

BRIDGE CONSTRUCTION PETITION

Sec. 2005 Lawndale Jt. Culvert

TO: McLean County Board  
Care of County Clerk  
115 E. Washington Street, Room 102  
Bloomington, Illinois 61701

Winterland Drainage Structure, Located at 2550N - 3425E

Gentlemen:

Lawndale Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the South line of the SW  $\frac{1}{4}$  of Section 2 T 25 N, R 5E of the 3<sup>rd</sup> P.M., Lawndale Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$ 4,000.00 be used as the County's share of the cost of this structure.

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

Lawndale Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 8,000.00 and the present structure is inadequate.

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

Respectfully submitted.

Josh Wether  
Highway Commissioner

Approved [Signature]  
County Engineer, McLean County, IL

Lawndale Road District Date: 6-2-05

ATTEST

[Signature]  
Mr. Michael F. Sweeney, Board Chairman

Peggy Ann Milton  
Peggy Ann Milton, County Clerk

Date: 6-21-05

BRIDGE CONSTRUCTION PETITION

Sec. 2005 Lexington Jt. Culvert 2240N - 2725E - #1

TO: McLean County Board  
Care of County Clerk  
115 E. Washington Street, Room 102  
Bloomington, Illinois 61701

Kemp Drainage Structure, Located at 2240N - 2725E

Gentlemen:

Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the NW 1/4 of the SW 1/4 of Section 22 T 25 N, R 4E of the 3<sup>rd</sup> P.M., Lexington Road District.

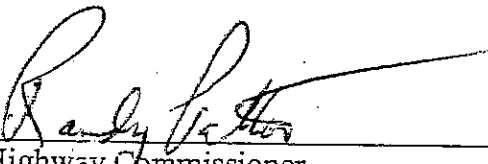
That of the funds appropriated at the November 2004 meeting of the McLean County Board \$4,000.00 be used as the County's share of the cost of this structure.

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

Lexington Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$8,000.00 and the present structure is inadequate.

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

Respectfully submitted.

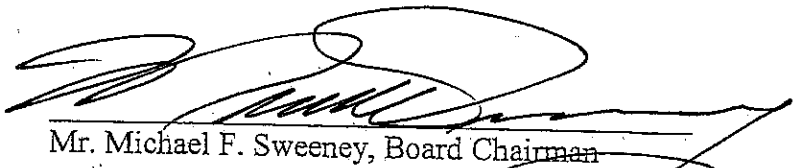
  
Highway Commissioner

Approved   
County Engineer, McLean County, IL

Lexington Road District

Date: 6-2-05

ATTEST

  
Mr. Michael F. Sweeney, Board Chairman

  
Peggy Ann Milton, County Clerk

Date: 6/21/05

X: Bridge Petitions / Construction Petition

BRIDGE CONSTRUCTION PETITION

Sec. 2005 Lexington Jt. Culvert 2250N - 2890E - #2

TO: McLean County Board  
Care of County Clerk  
115 E. Washington Street, Room 102  
Bloomington, Illinois 61701

Schultz Drainage Structure, Located at 2250N - 2890E

Gentlemen:

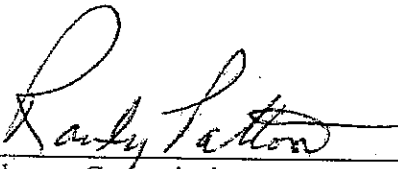
Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the SW 1/4 of the NE 1/4 of Section 23 T 25 N, R 4E of the 3<sup>rd</sup> P.M., Lexington Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$4,100.00 be used as the County's share of the cost of this structure.

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

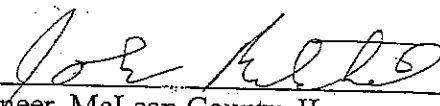
Lexington Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$8,200.00 and the present structure is inadequate.

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

  
\_\_\_\_\_  
Highway Commissioner

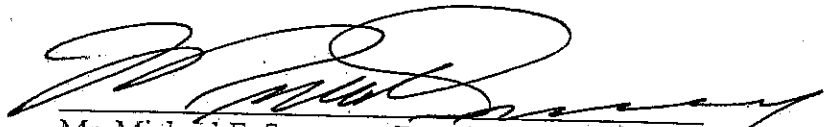
Lexington Road District

Respectfully submitted.


Approved   
\_\_\_\_\_  
County Engineer, McLean County, IL

Date: 6-7-05

ATTEST

  
\_\_\_\_\_  
Mr. Michael F. Sweeney, Board Chairman

Date: 6-21-05

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of James & Terry Pitzer in case SU-05-12, part of parcel (20) 09-36-200-001. They are requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is part of Section 36, Township 25N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Lexington Township immediately south of 2100 North Road and approximately ¼ mile east of 2925 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on June 7, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 15.8 acre property is primarily wooded. The property is relatively flat and drains to the south. The property has 30 feet of frontage on the south side of 2100 North Road, a gravel road 15 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north, south and east is in pasture. The land to the south is in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 110 out of 125 points. The site assessment score was 113 out of 175 points. The total LESA score was 223 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 met. The applicant is the son of the owner of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owner of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owner of the farm from which this property is set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 30 feet of frontage on the south side of 2100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain approval for an entrance from the Lexington Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, none opposed and three members were absent.

Respectfully submitted this 7<sup>th</sup> day of June 2005, McLean County Zoning Board of Appeals

(Joe Elble)  
\_\_\_\_\_  
Chair

Joe Elble, Acting Chair  
Tony Wheat  
David Kinsella  
Dale Williamson, Alternate  
Michael Kuritz

RESOLUTION

ADOPTING A PRELIMINARY PLAN

For the Resubdivision of Lot 1 Gabriel Hills Subdivision, File S-05-09

WHEREAS, Darin Markert has requested approval of a preliminary plan for the Resubdivision of Lot 1 Gabriel Hills Subdivision, file S-05-09, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows four residential lots and two out lots; and

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

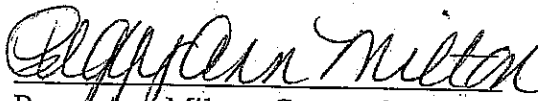
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Resubdivision of Lot 1 Gabriel Hills Subdivision be approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Resubdivision of Lot 1 Gabriel Hills Subdivision, File S-05-09, be and hereby is approved.

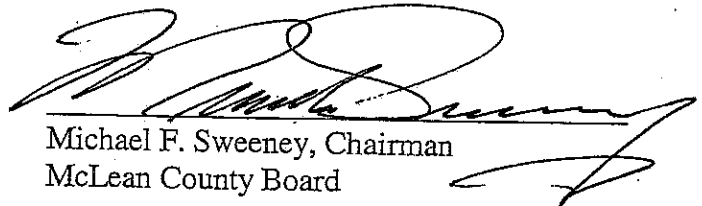
Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of June, 2005.

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-05-09

**1. REFERENCE**

- A. Meeting date: June 9, 2005
- B. Subdivider's name: Darin Markert
- C. Subdivision name: Resubdivision of Lot 1 Gabriel Hills Subdivision

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

- A. Property location: Immediately southeast of the intersection of 1000 North Road (Colonial Road) and 1600 East Road
- B. Township: Bloomington Township
- C. Parcel Numbers: 21-26-101-001
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Approval of a preliminary plan for the Resubdivision of Lot 1 Gabriel Hills Subdivision to allow four residential lots and two outlots to be used for stormwater detention and or receiving areas for outlets from County Health Department approved sand filter septic systems
- F. Existing land use: Vacant - the areas for the proposed outlots are used as stormwater detention and or receiving areas for outlets from County Health Department approved sand filter septic systems from other lots in Gabriel Hills Subdivision

**3. DIMENSIONS & REVIEW:**

- A. Size of Parcel: 4.95 acres in area
- B. County Health Department: Recommends approval of the proposed preliminary subdivision plan.
- C. County Highway Department: Recommends approval of the proposed preliminary subdivision plan.

Staff recommends that the preliminary plan be approved.

Respectfully submitted,



Philip Dick, AICP, Director



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

June 16, 2005

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Information Services Department to approve the bid award for the purchase of personal computers under the State of Illinois Central Management Services bid award.

Funds for this purchase were appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2005 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 . Bloomington, Illinois 61702-2400

**Request for Approval  
To Purchase Personal Computers  
Under Illinois State Contract**

June 14, 2005

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

I respectfully request permission to purchase personal computers under the State of Illinois contract established between CMS (The State of Illinois Central Management Services) and Dell Computers, Inc.

McLean County purchasing policy 17.58 states "If, in the opinion of the Department Head and/or County Administrator and with the approval of the Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in 30 ILCS-500, the Department Head then shall not be required to request quotations for items with a cost in excess of \$1000 or more or to request competitive bids for items with a cost in excess of \$20,000".

Two basic configurations exist within the contract.

Configuration #1, at \$500.00 consists of a Pentium 4 2.8 GHz, 512MB Ram, 40gb hard drive, 48x Cd Rom.  
Configuration #2, at \$697.00 consists of a Pentium 4 3.0 GHz, 1 GB Ram, 80gb hard drive, DVD-CD-rw combo.  
17" LCD flat panel monitors are priced at \$100.00 each.  
Additional pages of the contract contain pricing for individual components.

For purposes of economy, the configurations will be varied to meet the duties of the recipients.

Information Services has planned to purchase a minimum of 80 machines. The purchase will not exceed the \$94,500 which is the figure budgeted in the fiscal year 2005 budget for this purchase.

I respectfully request permission to purchase these personal computers using the State of Illinois CMS Contract.

Respectfully submitted,

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

Craig Nelson  
Director, Information Services

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STATE OF ILLINOIS  
DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES

T NUMBER: T1915  
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BOSSAP

-----  
NOTICE OF AWARD

CONTRACT TITLE: PSD DESKTOPS, LAPTOPS AND PERIPHERALS  
22005543

CONTRACT NO: VARIOUS

OPTIONS AVAILABLE: 00      JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS      VENDOR NUMBER:  
\* \* SEE ATTACHED \* \*

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE  
CINDY KREBS  
(217) 785-1638

SOLICITATION: 216427      BID OPEN DATE: 04/26/04

CONTRACT NO: 4012142  
F37260 : STATEMENT OF WORK:

THE STATE HAS CONTRACTED WITH THIS FIRM FOR THE PURCHASE OF DESKTOP AND LAPTOP COMPUTERS, MONITORS AND ACCESSORIES. ALL PRICES AND PRICE RELATED TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING RENEWALS. THIS CONTRACT IS FOR STATE AND LOCAL GOVERNMENTAL UNITS ONLY. SCHOOLS CANNOT PURCHASE FROM THIS CONTRACT.

\*\*\*\*\*NOTE TO ALL STATE AGENCIES - UNTIL FURTHER NOTICE, YOU MUST OBTAIN APPROVAL THROUGH THE DESKTOP/LAPTOP REQUEST FORM PRIOR TO PLACING ANY ORDERS WITH THE VENDOR. DO NOT DO CONFIRMING ORDERS OR BLANKET ORDER AGREEMENTS (BOA'S) AGAINST THIS CONTRACT. ALL ORDERS MUST BE APPROVED BY CMS PRIOR TO OBLIGATION OF THE ORDER WITH THE COMPTROLLER'S OFFICE. THE DESKTOP/LAPTOP REQUEST FORM AND A MEMO EXPLAINING THE PROCESS WAS SENT TO ALL AGENCY STATE PURCHASING OFFICERS (SPO'S) ON 7/27/04. PLEASE OBTAIN A COPY OF THESE DOCUMENTS PRIOR TO PLACING ANY ORDERS.\*\*\*\*\*

CONTRACT NO: 4012142      4012143  
F37261 : PRODUCT LIFE CYCLES:

WHERE PRODUCT LIFE CYCLES ARE SHORT, THE SPECIFICATIONS DETAILED IN THIS CONTRACT MAY BE UPDATED AT VARIOUS INTERVALS DURING THE TERM OF THE CONTRACT. THE STATE AND THE CONTRACTED VENDOR WILL CLOSELY MANAGE EACH ACCOUNT SO THAT ALL PARTIES MAY ACHIEVE SAVINGS BY INCREASING OPERATING EFFICIENCIES.

CONTRACT NO: 4012142      4012143  
F37262 : DETAIL OF COMPUTING EQUIPMENT AND RELATED SERVICES:

THE CATEGORY OF COMPUTING EQUIPMENT CONSISTS OF DESKTOPS, LAPTOPS, MONITORS AND ASSOCIATED ACCESSORIES. RELATED SERVICES FOR COMPUTING EQUIPMENT MAY INCLUDE SOFTWARE IMAGE LOADING, SHIPPING AND HANDLING, INSTALLATION AND WARRANTY SERVICES.

CONTRACT NO: 4012142      4012143  
F37263 : ACCOUNT MANAGEMENT REQUIREMENTS:

DATA REPORTING REQUIREMENTS MUST ALLOW THE STATE TO TRACK SPECIFIED DATA IN THE AGGREGATE AND WITHIN CATEGORIES WHEN APPLICABLE (I.E. QUARTERLY AND YEARLY SPEND, HARDWARE VOLUMES PURCHASED, AVERAGE COMPUTER CONFIGURATION PRICE, MEAN TIME BETWEEN FAILURE FOR STANDARD MODELS, DOA METRICS FOR STANDARD MODELS, PRICING RECONCILIATION TO STATE CONTRACT, TIME METRICS FOR DELIVERY AND INSTALLATION, PERFORMANCE ISSUES, VOLUME AND DATES OF WARRANTY SERVICE CALLS AND ASSET INFORMATION). REPORTS WILL BE SUBMITTED IN ELECTRONIC AND HARD COPY

FORMATS. THE CONTRACTED VENDOR WILL BE REQUIRED TO HAVE PERIODIC MEETINGS, AT LEAST QUARTERLY, WITH THE PROCUREMENT SERVICES DIVISION.

CONTRACT NO: 4012142 4012143  
F37264 : PERFORMANCE MEASUREMENT:

COMPLIANCE WITH USER REQUIREMENTS, TIMELINESS OF DELIVERY, AND PERFORMANCE WILL BE CLOSELY MONITORED.

CONTRACT NO: 4012142 4012143  
F37265 : KEY PERFORMANCE INDICATORS AND SERVICE CALLS:

1. IN ORDER TO MONITOR SERVICE LEVELS (E.G. QUALITY, DELIVERY LEAD TIMES, RESPONSE TIME), THE STATE WILL REQUIRE THE CONTRACTED VENDOR TO PROVIDE QUARTERLY STATISTICS ON ALL KEY PERFORMANCE INDICATORS. KEY PERFORMANCE INDICATORS MAY INCLUDE, BUT ARE NOT LIMITED TO, AVERAGE COMPUTER PRICE (UNIT PRICE INCLUDING PRE-NEGOTIATED DISCOUNT, CONFIGURATIONS, INSTALLATION (IF REQUIRED), SHIPPING AND HANDLING AND WARRANTY), AVERAGE TIME BETWEEN ORDER AND DELIVERY DATE, AVERAGE TIME BETWEEN DELIVERY AND INSTALLATION DATE, VOLUME OF OVERALL WARRANTY CALLS, VOLUME OF SPECIFIC SERVICE REQUEST CALLS, AVERAGE TIME FOR RESPONSE, AVERAGE TIME FOR RESTORE, AND PRICE RECONCILIATION.

2. SERVICE CREDITS WILL BE IMPOSED IF VENDOR PERFORMANCE DOES NOT MEET OR EXCEED THE SERVICE REQUIREMENTS OUTLINED IN THIS CONTRACT FOR TWO CONSECUTIVE QUARTERS OR FOR TWO QUARTERS WITHIN A 12-MONTH PERIOD. THE DOLLAR AMOUNT OF SERVICE CREDIT WILL BE DETERMINED IN NEGOTIATIONS.

CONTRACT NO: 4012142 4012143  
F37266 : ELECTRONIC PROCUREMENT:

THE STATE MAY BE INSTALLING AN E-PROCUREMENT SYSTEM SOMETIME IN THE FUTURE. IT IS DESIRED THAT THE AWARDED VENDOR BE ABLE TO ACCEPT ORDERS THROUGH AN E-PROCUREMENT SYSTEM.

CONTRACT NO: 4012142 4012143  
F37267 : DELIVERY:

1. COMPUTER HARDWARE SHALL ARRIVE AT THE LOCATION WITHIN TEN WORKING DAYS FROM RECEIPT OF ORDER.
2. IF COMPUTER HARDWARE DOES NOT ARRIVE WITHIN TWENTY WORKING DAYS FROM RECEIPT OF ORDER, THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES HAS THE OPTION TO CANCEL THE ORDER AND PURCHASE EQUIPMENT FROM AN ALTERNATE VENDOR CHARGING THE ORIGINAL CONTRACT HOLDER FOR THE DIFFERENCE IN PRICE.
3. CALL CONFIRMATION SITE CONTACT IS REQUIRED FOR DELIVERY.
4. PHASED DELIVERY SCHEDULE FOR LARGE QUANTITY ORDERS (I.E., 50 OR GREATER) SHALL BE NEGOTIATED WITH THE STATE. DELIVERY MUST BE INSIDE THE SHIP TO FACILITY TO A SECURE AREA DESIGNATED BY THE STATE. NOTE THAT THIS AREA MAY BE DISTANT FROM THE LOADING DOCK AND/OR UP SEVERAL FLIGHTS OF STAIRS.
5. NO DELIVERY AFTER HOURS, WEEKENDS, OR STATE HOLIDAYS WITHOUT PRIOR APPROVAL.

CONTRACT NO: 4012142 4012143  
F37268 : SERVICE:

1. STATE SIGN-OFF ON RECEIPT AFTER INSTALLATION IS REQUIRED BEFORE PAYMENT WILL BE MADE.
2. SEE DESKTOP AND LAPTOP SPECIFICATIONS FOR PARTS AND LABOR WARRANTY COVERAGE. SHALL INCLUDE SERVICE LEVELS AS FOLLOWS: TELEPHONE RESPONSE WITHIN FOUR HOURS, ON-SITE RESPONSE (IF NEEDED) WITHIN 24 HOURS OF INITIAL CALL, RESTORE WITHIN 48 HOURS OF INITIAL CALL, RESTORE WITHIN 48 HOURS OF INITIAL CALL, 90% OF TIME.
3. WARRANTY COVERAGE SHALL COVER EVERY PIECE OF EQUIPMENT PURCHASED.

- 
4. WARRANTY TECHNICIAN SHALL BE AT LEAST A+ CERTIFIED TECHNICIANS AND ENGINEERS ADDRESSING LEVEL 2 PROBLEMS SHALL HAVE MCSA/MSCE OR ACTC/ACSA CERTIFICATION.
  5. PASSWORDS USED DURING CONFIGURATION OR NECESSARY FOR ACCESS SHOULD BE PROVIDED TO THE STATE.

CONTRACT NO: 4012142    4012143  
F37269 : PRICING:

1. DISCOUNTS SHALL BE FOR THE TERM OF THE CONTRACT - THROUGH PURCHASED MODELS AND HARDWARE REFRESHES.
2. IF HARDWARE EQUIPMENT PRICES FALL DURING THE ORDERING PROCESS PRIOR TO DELIVERY, DOLLAR SAVINGS MUST BE GIVEN TO THE STATE.

CONTRACT NO: 4012143  
F37260 : STATEMENT OF WORK:

THE STATE HAS CONTRACTED WITH THIS FIRM FOR THE PURCHASE OF DESKTOP AND LAPTOP COMPUTERS, MONITORS AND ACCESSORIES. ALL PRICES AND PRICE RELATED TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING RENEWALS. THIS CONTRACT IS FOR STATE AND LOCAL GOVERNMENTAL UNITS ONLY. SCHOOLS CANNOT PURCHASE FROM THIS CONTRACT.

\*\*\*\*\*NOTE TO ALL STATE AGENCIES - UNTIL FURTHER NOTICE, YOU MUST OBTAIN APPROVAL THROUGH THE DESKTOP/LAPTOP REQUEST FORM PRIOR TO PLACING ANY ORDERS WITH THE VENDOR. DO NOT DO CONFIRMING ORDERS OR BLANKET ORDER AGREEMENTS (BOA'S) AGAINST THIS CONTRACT. ALL ORDERS MUST BE APPROVED BY CMS PRIOR TO OBLIGATION OF THE ORDER WITH THE COMPTROLLER'S OFFICE. THE DESKTOP/LAPTOP REQUEST FORM AND A MEMO EXPLAINING THE PROCESS WAS SENT TO ALL AGENCY STATE PURCHASING OFFICERS (SPO'S) ON 7/27/04. PLEASE OBTAIN A COPY OF THESE DOCUMENTS PRIOR TO PLACING ANY ORDERS.\*\*\*\*\*



CONTRACT VENDORS

T NUMBER: T1915  
PAGE NO.: 00004

-----  
VENDOR NAME AND ADDRESS

DELL MARKETING L P  
ONE DELL WAY  
ROUND ROCK, TX 78682-0001

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 05/10/04

CONTACT NAME: TONY KASSEL  
CONTACT PHONE: (708) 579-9645  
CONTACT E-MAIL: TONY\_KASSEL@DELL.C

CONTRACT NO: 4012142  
PYMT TERMS: NONE  
DELIVERY: 10 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE:>NNLJN  
LEGAL STATUS: PARTNERSHIP  
CONTRACT END DATE: 05/09/06

CONTACT FAX: (708) 579-9748

DELL MARKETING L P  
ONE DELL WAY  
ROUND ROCK, TX 78682-0001

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 05/10/04

CONTACT NAME: TONY KASSEL  
CONTACT PHONE: (708) 579-9645  
CONTACT E-MAIL: TONY\_KASSEL@DELL.C

CONTRACT NO: 4012143  
PYMT TERMS: NONE  
DELIVERY: 10 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE:>NNLJN  
LEGAL STATUS: PARTNERSHIP  
CONTRACT END DATE: 05/09/06

CONTACT FAX: (708) 579-9748

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00005

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 7377-372-0300 COMPUTER, DESKTOP, 2.8 GHZ, PENTIUM 4 **IF DESIRING TOWER CASE - SEE LINE NUMBER 00045.**	5654.000	EACH	N/A	\$ 500.00000
	1) PROCESSOR: INTEL PENT. 4 - 2.8 GHZ				
	2) MEMORY: 512MB NON-ECC, (400MHZ - DDR2 2 X 256) (MEMORY TO BE IN- STALLED AS 2 DIMMS WITH 1 MEMORY SLOT OPEN)				
	3) HARD DRIVE: 40GB SATA 7200 RPM				
	4) CD-ROM: 48X CD-RW (INTERNAL IDE/ATAPI)				
	5) NETWORK INTERFACE CARD (DMI 2.0 COM- PLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
	6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				
	7) DMI: 2.0 COMPLIANT				
	8) SLOTS: 2 FULL HEIGHT PCI SLOTS, INTEGRATED NIC.				
	9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)				
	10) AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO, INTERNAL SPEAKERS.				
	11) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2				
	12) DISKETTE DRIVE: 3-1/2" 1.44MB FLOP- PY DRIVE				
	13) VIDEO RESOLUTION: MAX VIDEO RESOLU- TION 1280X1024X16.7M AT >= 85HZ REFRESH RATE				
	14) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE				
	15) KEYBOARD: STANDARD				
	16) CHASSIS STYLE: DESKTOP CONFIG.				
	17) OPERATING SYSTEM: WINDOWS XP PRO SP1 OR LATER				
	18) WARRANTY TERMS: 3-YEAR PARTS AND LABOR ON SITE				

VENDOR: DELL MARKETING L P

CONTRACT NO: 4012142

BRAND: DELL

MODEL: OPTIPLEX GX280

00002	COMMODITY CODE: 7377-372-0400 COMPUTER, DESKTOP, 3.0 GHZ, PENTIUM 4 ***** DEVELOPER SYSTEM *****  **IF DESIRING TOWER CASE - SEE LINE NUMBER 00046.**	1884.000	EACH	N/A	\$ 697.00000
	1) PROCESSOR: INTEL PENT. 4 - 3.0 GHZ				
	2) MEMORY: 1GB, NON-EDD (400MHZ - DDR2 2 X 512) MEMORY EXPANDABLE TO 2GB				
	3) HARD DRIVE: 80GB SATA, 7200 RPM				
	4) CD-ROM: 48X/24X/48X CD-RW/DVD-ROM COMBO DRIVE (IDE/ATAPI)				
	5) NETWORK INTERFACE CARD (DMI 2.0 COM- PLIANT): 10/100 ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
	6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00002	CONTINUED..... 7) DMI: 2.0 COMPLIANT 8) SLOTS: 2 FULL HEIGHT/FULL LENGTH PCI SLOTS, NIC INTEGRATED. 9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK) 10) DRIVE BAYS: 2 FREE DRIVE BAYS (1 INTERNAL AND 1 EXTERNAL) 11) AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO WITH INTERNAL SPEAKERS. 12) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2 13) DISKETTE DRIVE: 3-1/2" 1.44MB FLOP- PY DRIVE 14) VIDEO RESOLUTION: MAX VIDEO RESOLU- TION 1280X1024X16.7M AT >= 85HZ REFRESH RATE 15) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE 16) KEYBOARD: STANDARD 17) CHASSIS STYLE: DESKTOP CONFIG. 18) OPERATING SYSTEM: WINDOWS XP PRO SPI OR LATER 19) WARRANTY TERMS: 3-YEAR PARTS AND LABOR ON SITE  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: OPTIPLEX GX280				
00003	COMMODITY CODE: 7377-372-0302 MONITOR BUSINESS, 17"  1) DISPLAY SIZE: 17" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.24MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 15.9 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1280X 768 5) REFRESH AT MAXIMUM: 75HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: M783	4000.000	EACH	N/A	\$ 125.00000
00004	COMMODITY CODE: 7377-372-0304 MONITOR, BUSINESS, 19"  1) DISPLAY SIZE: 19" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.26MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 17.9 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1280X 1024 5) REFRESH AT MAXIMUM: 85HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD	500.000	EACH	N/A	\$ 185.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM.

T NUMBER: T1915  
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00004	CONTINUED..... 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: M993				
00005	COMMODITY CODE: 7377-372-0306 MONITOR, BUSINESS, 22"  1) DISPLAY SIZE: 22" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.24MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 20.3 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1600X 1200 5) REFRESH AT MAXIMUM: 85HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: P1230	200.000	EACH	N/A	\$ 525.00000
00006	COMMODITY CODE: 7377-372-0308 MONITOR, LCD BUSINESS, 17"  1) DISPLAY SIZE: 17" ACTIVE MATRIX TFT WITH 17" VIEWING AREA DIAGONAL 2) MAX. RESOLUTION: 1280X1024 3) PIXEL PITCH: 0.264MM 4) HORIZONTAL VIEWING ANGLE: 140 DEGREES 5) VERTICAL VIEWING ANGLE: 120 DEGREES 6) BRIGHTNESS (TYPICAL): 250 NITS 7) CONTRAST RATIO: 350:1 8) COLORS: SUPPORTS 16 MILLION 9) MAX. POWER RATING: LESS THAN 40 WATTS 10) POWER CONSUMPTION IN SLEEP MODE: LESS THAN 5 WATTS 11) VIDEO INPUT: DUAL (VGA AND DVI) 12) CONTROLS: ON SCREEN CONTROLS 13) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI-STATIC SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 1704FPH	100.000	EACH	N/A	\$ 275.00000
00007	COMMODITY CODE: 7377-372-0310 4BX DVD-CD-RW COMBO VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2489	1.000	EACH	N/A	\$ 45.00000
00008	COMMODITY CODE: 7377-372-0312 48X CD-ROM * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2484  * VENDOR OFFERS PROMPT PAYMENT DISCOUNT	1.000	EACH	N/A	-\$ 27.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00008

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00009	COMMODITY CODE: 7377-372-0314 REPLACE STANDARD MOUSE WITH CORDLESS WHEELMOUSE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: LOGITECH	1.000	EACH	N/A	\$ 33.26000
	MODEL: 395073				
00010	COMMODITY CODE: 7377-372-0316 SURGE PROTECTOR, 6 OUTLET VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: APC	1.000	EACH	N/A	\$ 8.06000
	MODEL: A0398366				
00011	COMMODITY CODE: 7377-372-0318 PCI TOKEN RING CARD VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: A0363939	1.000	EACH	N/A	\$ 85.46000
00013	COMMODITY CODE: 7377-372-0322 ADDITIONAL 512MB UPGRADE. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	EACH	N/A	\$ 108.00000
	MODEL: 311-3679				
00015	COMMODITY CODE: 7377-372-0326 ADD CLIENT GOLD TECHNICAL SUPPORT VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	EACH	N/A	\$ 53.10000
	MODEL: 902-4882				
00016	COMMODITY CODE: 7377-372-0328 UPGRADE TO SAME-DAY 4-HOUR WARRANTY. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: 900-6100/900-6102	1.000	EACH	N/A	\$ 143.10000
00017	COMMODITY CODE: 7377-372-0330 CUSTOM HARD DRIVE IMAGE (MINIMUM 50 UNITS) VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: 366-1227/365-0257	1.000	EACH	N/A	\$ 54.00000
00018	COMMODITY CODE: 7377-372-0332 128, GEFORCEFX5200, VGA/DVI, DUAL MONITOR VIDEO CARD VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	EACH	N/A	\$ 125.10000
	MODEL: 320-4037				
00019	COMMODITY CODE: 7377-372-0334 UPGRADE TO 16X DVD+/-RW DRIVE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	EACH	N/A	\$ 117.00000
	MODEL: 313-3017				

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00009

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00020	COMMODITY CODE: 7377-372-0336 64MB USB MEMORY KEY  VENDOR: DELL MARKETING L P CONTRACT NO: 4012142 BRAND: DELL MODEL: 311-4176	1.000	EACH	N/A	\$ 26.10000
00021	COMMODITY CODE: 7377-372-0338 128MB USB MEMORY KEY  VENDOR: DELL MARKETING L P CONTRACT NO: 4012142 BRAND: DELL MODEL: 311-4178	1.000	EACH	N/A	\$ 44.96000
00022	COMMODITY CODE: 7377-372-0340 DELL A215 SPEAKERS  VENDOR: DELL MARKETING L P CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2316	1.000	EACH	N/A	\$ 26.10000
00023	COMMODITY CODE: 7377-372-0342 DW1450 WIRELESS NTKW ADAPT, USB 2.0, DESKTOP  VENDOR: DELL MARKETING L P CONTRACT NO: 4012142 BRAND: DELL MODEL: 430-1184	1.000	EACH	N/A	\$ 62.10000
00024	COMMODITY CODE: 7377-372-0350 USING THE OMOD SCREEN FOR THIS ORDER, LIST ANY ADDITIONAL ACCESSORY WHICH IS NOT SPECIFIED ABOVE BUT IS DESIRED TO BE PURCHASED WITH THIS COMPUTER ORDER.  STATE THE BRAND/MODEL/CATALOG NUMBER AND LIST THE PRICE THAT HAS BEEN PRO- POSED TO THE AGENCY BY THE CURRENT CONTRACT HOLDER:  NOTE: THIS CONTRACT LINE ITEM CAN BE REPEATED ON THE CONTRACT RELEASE ORDER (CRO) FOR AS MANY ITEMS AS NECESSARY.  VENDOR: DELL MARKETING L P CONTRACT NO: 4012142	1.000	EACH	N/A	\$ 1.00000
00025	COMMODITY CODE: 7377-372-0313 16X DVD AND 48X CD-RW VENDOR: DELL MARKETING L P CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2495	1.000	EACH	N/A	\$ 70.00000
00045	COMMODITY CODE: 7377-372-0301 COMPUTER, TOWER CASE, 2.8 GHZ, PENT. 4 **IF DESIRING DESKTOP CASE - SEE LINE NUMBER 00001.****  1) PROCESSOR: INTEL PENT. 4 - 2.8 GHZ 2) MEMORY: 512MB NON-ECC, (400MHZ - DDR2 2 X 256) (MEMORY TO BE IN- STALLED AS 2 DIMMS WITH 1 MEMORY SLOT OPEN) 3) HARD DRIVE: 40GB SATA 7200 RPM	1.000	EACH	N/A	\$ 500.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00010

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00045	CONTINUED....				
4)	CD-ROM: 48X CD-RW (INTERNAL IDE/ATAPI)				
5)	NETWORK INTERFACE CARD (DMI 2.0 COMPLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
6)	WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				
7)	DMI: 2.0 COMPLIANT				
8)	SLOTS: 2 FULL HEIGHT PCI SLOTS, INTEGRATED NIC.				
9)	PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)				
10)	AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO, INTERNAL SPEAKERS.				
11)	GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2				
12)	DISKETTE DRIVE: 3-1/2" 1.44MB FLOPPY DRIVE				
13)	VIDEO RESOLUTION: MAX VIDEO RESOLUTION 1280X1024X16.7M AT >= 85HZ REFRESH RATE				
14)	POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE				
15)	KEYBOARD: STANDARD				
16)	CHASSIS STYLE: TOWER CONFIGURATION				
17)	OPERATING SYSTEM: WINDOWS XP PRO SPI OR LATER				
18)	WARRANTY TERMS: 3-YEAR PARTS AND LABOR WITH FIRST YEAR ON SITE				
	VENDOR: DELL MARKETING L P				
	CONTRACT NO: 4012142				
	BRAND: DELL				
	MODEL: OPTIPLEX GX280				

00046	COMMODITY CODE: 7377-372-0401 COMPUTER, TOWER CASE, 3.0 GHZ, PENT. 4 ***** DEVELOPER SYSTEM *****	1.000	EACH	N/A	\$ 697.00000
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\*\*IF DESIRING DESKTOP CASE - SEE LINE NUMBER 00002.\*\*\*\*

- 1) PROCESSOR: INTEL PENT. 4 - 3.0 GHZ
- 2) MEMORY: 1GB, NON-EDD (400MHZ - DDR2 2 X 512) MEMORY EXPANDABLE TO 2GB
- 3) HARD DRIVE: 80 GB ULTRA ATA/100, 7200RPM
- 4) CD-ROM: 48X/24X/48X CD-RW/DVD-ROM COMBO DRIVE (IDE/ATAPI)
- 5) NETWORK INTERFACE CARD (DMI 2.0 COMPLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT
- 6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT
- 7) DMI: 2.0 COMPLIANT
- 8) SLOTS: 2 FULL HEIGHT/FULL LENGTH PCI SLOTS, INTEGRATED NIC.
- 9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)
- 10) DRIVE BAYS: 2 FREE DRIVE BAYS (1 INTERNAL AND 1 EXTERNAL)
- 11) AUDIO: INTEGRATED AC '97 AUDIO OR

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00011

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00046	CONTINUED..... COMPATIBLE AUDIO WITH INTERNAL SPEAKERS. 12) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2 13) DISKETTE DRIVE: 3-1/2" 1.44MB FLOPPY DRIVE 14) VIDEO RESOLUTION: MAX VIDEO RESOLUTION 1280X1024X16.7M AT >= 85HZ REFRESH RATE 15) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE 16) KEYBOARD: STANDARD 17) CHASSIS STYLE: TOWER CONFIGURATION 18) OPERATING SYSTEM: WINDOWS XP PRO SP1 OR LATER 19) WARRANTY TERMS: 3-YEAR PARTS AND LABOR WITH FIRST YEAR ON SITE  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: OPTIPLEX GX280				
00047	COMMODITY CODE: 7377-372-9000 FOR OVERALL DECREASE/INCREASE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	LOT	N/A	\$ 1.00000
00048	COMMODITY CODE: 7377-372-0344 MODEM, DATA/FAX V.92, PCI, FULL HEIGHT.  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2463	1.000	EACH	N/A	\$ 26.10000
00998	COMMODITY CODE: 7377-372-0998 THIS IS A NO CHARGE LINE ITEM.  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	LOT	N/A	N/C
00999	COMMODITY CODE: 7377-372-9999 DECREASE TO TOTAL OBLIGATION * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142	1.000	LOT	N/A	-\$ 1.00000
00026	COMMODITY CODE: 7377-371-0900 LAPTOP, LIGHTWEIGHT, PENT. 4, 1.6 GHZ  1) PROCESSOR: PENTIUM M 1.6 GHZ 2) MEMORY: 512MB PC2700 DDR2 SDRAM EXPANDABLE TO 1024MB 3) HARD DRIVE: 40.0 GB 4) CD-ROM: INTERNAL DVD-CD/RW DRIVE (CAN BE SWAPPABLE) 5) MODEM: 56K V.90 (OR V.92) DATA/FAX MODEM 6) PORTS: 1-PARALLEL, 1-VIDEO (VGA), 4 USB, S-VIDEO 7) NETWORK ADAPTERS: 3 COM 10/100/1000 INTEGRATED ETHERNET ADAPTER 8) FLOPPY DRIVE: 1.44 MB 3.5" FLOPPY  * VENDOR OFFERS PROMPT PAYMENT DISCOUNT	237.000	EACH	N/A	\$ 1,161.00000



CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
PAGE NO.: 00012

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00026	CONTINUED..... DISK DRIVE (CAN BE SWAPPABLE OR USB CONNECTED) 9) DISPLAY: 14.1" (DIAG.) TFT XGA ACTIVE MATRIX COLOR SCREEN 10) POINTING DEVICE: INTEGRATED 11) PCMCIA SLOTS: 2 TYPE II OR 1 TYPE III (OR 1 TYPE II SLOT IF NIC IS INTEGRATED) 12) VIDEO: INTERNAL AND EXTERNAL SUP- PORT FOR 1024X768 13) GRAPHICS: 4X AGP VIDEO WITH 128MB RAM-SHARED 14) BATTERY: LITHIUM ION BATTERY WITH AC ADAPTER 15) SOUND: BUILT IN SOUND BLASTER COM- PATIBLE SOUND (OR AC97 COMPLIANT) AND SPEAKERS, MICROPHONE-IN-JACK; HEADPHONES/SPEAKERS JACK 16) SECURITY: LOCK SLOT 17) OPERATING SYSTEM: WINDOWS XP PRO SRI OR LATER 18) PORT REPLICATOR: MUST BE AVAILABLE AS AN OPTION 19) DOCKING BAY: MUST BE AVAILABLE AS AN OPTION 20) CARRYING CASE: STANDARD THAT FITS THE LAPTOP WHICH IS BID 21) WARRANTY TERMS: 3 YEARS PARTS AND LABOR/1 YEAR BATTERY AS CONFIGURED, MUST WEIGH LESS THAN OR EQUAL TO 5 POUNDS VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: LATITUDE D610				
00027	COMMODITY CODE: 7377-371-0820 24X CDRW/DVD COMBO VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 313-2115	1.000	EACH	N/A	\$ 89.10000
00029	COMMODITY CODE: 7377-371-0824 DOCKING STATION VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 310-2853	1.000	EACH	N/A	\$ 296.10000
00030	COMMODITY CODE: 7377-371-0826 PORT REPLICATOR VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 310-2854	1.000	EACH	N/A	\$ 179.10000
00031	COMMODITY CODE: 7377-371-0828 CORDLESS WHEELMOUSE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: LOGITECH MODEL: 395073	1.000	EACH	N/A	\$ 33.26000
00032	COMMODITY CODE: 7377-371-0830 SURGE PROTECTOR VENDOR: DELL MARKETING L P :	1.000	EACH	N/A	\$ 8.06000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T1915  
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LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00032	CONTINUED.... CONTRACT NO: 4012143 BRAND: TARGUS				
	MODEL: A0398366				
00033	COMMODITY CODE: 7377-371-0832 UNIVERSAL NOTEBOOK CASE VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 85.46000
	CONTRACT NO: 4012143 BRAND: TARGUS AIR				
	MODEL: A0443094				
00034	COMMODITY CODE: 7377-371-0834 TOKEN RING PCMCIA CARD VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 152.24000
	CONTRACT NO: 4012143 MODEL: 120874				
00035	COMMODITY CODE: 7377-371-0836 AUTO/AIR POWER ADAPTER VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 62.06000
	CONTRACT NO: 4012143 MODEL: A0098237				
00036	COMMODITY CODE: 7377-371-0838 USB OPTICAL MOUSE VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 18.00000
	CONTRACT NO: 4012143 BRAND: LOGITECH				
	MODEL: 310-8574				
00037	COMMODITY CODE: 7377-371-0840 UPGRADE TO 1GB VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 180.00000
	CONTRACT NO: 4012143 MODEL: 311-3783				
00038	COMMODITY CODE: 7377-371-0842 EXTRA 6 CELL PRIMARY BATTERY VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 71.10000
	CONTRACT NO: 4012143 MODEL: 310-0192				
00040	COMMODITY CODE: 7377-371-0846 ADD CLIENT GOLD TECHNICAL SUPPORT VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 62.10000
	CONTRACT NO: 4012143 BRAND: DELL				
	MODEL: 902-4862				
00041	COMMODITY CODE: 7377-371-0848 UPGRADE TO COMPLETECARE ACCIDENTAL DAMAGE PROTECTION VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 152.10000
	CONTRACT NO: 4012143 BRAND: DELL				
	MODEL: 960-0407				
00042	COMMODITY CODE: 7377-371-0850 CUSTOM HARD DRIVE IMAGE (MINIMUM 50 UNITS) VENDOR: DELL MARKETING L P	1.000	EACH	N/A	\$ 54.00000
	CONTRACT NO: 4012143 MODEL: 366-2226/365-0257				

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

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LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00043	COMMODITY CODE: 7377-371-0852 BXDVD+/-RW DRIVE  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	EACH	N/A	\$ 179.10000
	MODEL: 313-2972				
00044	COMMODITY CODE: 7377-371-0350 USING THE OMOD SCREEN FOR THIS ORDER, LIST ANY ADDITIONAL ACCESSORY WHICH IS NOT SPECIFIED ABOVE BUT IS DESIRED TO BE PURCHASED WITH THIS COMPUTER ORDER.  STATE THE BRAND/MODEL/CATALOG NUMBER AND LIST THE PRICE THAT HAS BEEN PRO- POSED TO THE AGENCY BY THE CURRENT CONTRACT HOLDER:  NOTE: THIS CONTRACT LINE ITEM CAN BE REPEATED ON THE CONTRACT RELEASE ORDER (CRO) FOR AS MANY ITEMS AS NECESSARY.  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143	1.000	EACH	N/A	\$ 1.00000
00048	COMMODITY CODE: 7377-373-9000 FOR OVERALL DECREASE/INCREASE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	LOT	N/A	\$ 1.00000
00049	COMMODITY CODE: 7377-373-9000 FOR OVERALL DECREASE/INCREASE * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	LOT	N/A	-\$ 1.00000
00050	COMMODITY CODE: 7377-371-0854 WIRELESS CARD, 1450 DUAL BAND WLAN, MINI PCI.  VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	EACH	N/A	\$ 44.10000
	MODEL: 430-1191				

\* VENDOR OFFERS PROMPT PAYMENT DISCOUNT

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**  
Contract II

**I. PURPOSE**

**WHEREAS**, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

**WHEREAS**, the County of Logan is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

**WHEREAS**, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County; and

**WHEREAS**, The County of Logan has used all of the detention days provided for in the first contract for the year 2005; and

**WHEREAS**, The County of Logan is in need of additional detention days; and

**WHEREAS**, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

**NOW THEREFORE** the County of McLean and The County of Logan agree as follows:

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

One hundred (100) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$8,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### **IV. BILLING**

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### **V. DETAINEES**

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois; or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### **VI. NOTIFICATION**

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local

Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

#### **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, Illinois 62656

**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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 and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on May 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

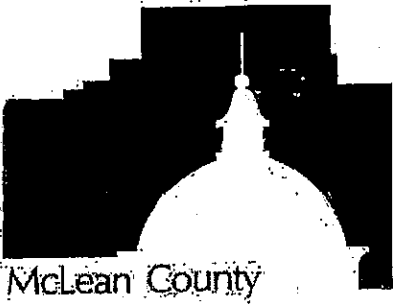
\_\_\_\_\_  
Logan County Clerk

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**McLEAN COUNTY BOARD**  
 (309) 888-5110 FAX (309) 888-5111  
 115 E. Washington P.O. Box 2400  
 Bloomington, Illinois 61702-2400

Michael F. Sweeney  
 Chairman

June 14, 2005

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the recommendation received from the McLean County Sheriff's Department to award the Inmate Telephone Services contract to Securus Technologies, 8201 Tristar Drive, Irving, Texas.

Securus Technologies has agreed to increase the commission paid to McLean County from 50% to 54.7% of the gross revenues from the phone calls made on the inmate telephone system.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Belle Rackauskas	District #9 Cathy Ahart Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



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

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

To: Sheriff Dave Owens  
 From: Tom Phares *T. Phares*  
 Date: May 25, 2005  
 Re: Inmate Telephone Contract

I sent out a Request for Proposal to (4) providers of Inmate Telephone Services. These were sent to Evercom (Securus), Inmate Calling Solutions, GTL and Consolidates Public Services. I received only (2) proposals back. These were from Evercom (Securus) and Inmate Calling Solutions.

The technology offered by both providers is similar. We would continue with what is in place now for all of the investigative tools, maintenance, and services currently provided. Evercom also has an upcoming enhancement to investigations that will allow queries of all the jails and prisons that they now service. Evercom (Securus) provides inmate phone service to 80% of the correctional facilities in the country. Phone numbers will be able to be queried using the calls made from all of these facilities.

The tables below shows the options for each company including the commission to be paid, rates for calls, and bonuses if applicable.

Evercom (Securus) offers the rates below with a commission of 54.7 %.

Call Type	Surcharge	First Minute	Each additional minute	Commission
Local	\$2.88	\$2.590	\$2.446	54.7 % of Gross
Intralata	\$2.88	\$2.735	\$2.590	Revenues
Interlata	\$2.88	\$3.308	\$3.165	
Interstate	\$3.95	\$8.900	\$8.900	

Inmate Calling Solutions offers (3) options. All are for (5) years with two renewal options of one year each.

Option 1	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$2.90	\$23	50 % Gross
	Intralata	\$2.95	\$25	Revenue
	Interlata	\$2.95	\$25	
	Interstate	\$3.95	\$89	
Contract Bonus			\$15,000.00 Prepaid Calling Cards	



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
 "Peace Through Integrity"  
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 Jail Division (309) 888-5065  
 Process Division (309) 888-5040  
 Records Division (309) 888-5055  
 Domestic Crimes Division (309) 888-5860  
 FAX (309) 888-5072

Option 2	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$3.13	\$.25	37.1% Gross
	Intralata	\$2.50	\$.25	Revenue
	Interlata	\$2.90	\$.25	
	Interstate	\$3.90	\$.80	
Contract Bonus			\$12,000.00 Prepaid Calling Cards	

Option 3	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$3.13	None	None
	Intralata	\$2.50	\$.25	
	Interlata	\$2.90	\$.25	
	Interstate	\$3.90	\$.80	
Contract Bonus			None	

After reviewing these proposals, I believe the best proposal is from Evercom (Securus). They offer the best commission to the county. They have been the provider of Inmate Telephone Service to McLean County for over 10 years. The company is a proven commodity with an excellent track record of servicing the MCDF. We have state of the art equipment with investigative tools readily accessible to McLean County law enforcement agencies that until recent years was non-existent.

Inmate Calling Solutions is an unknown commodity for us. Their commissions are lower. The rates are slightly lower in comparison to Evercom.

I tried to determine what the charges might be for a member of the public to place a collect call to compare the rates above. I was told, by a Verizon operator, that there is no set rate. Pay phones charge a surcharge and per minute rates can be up to \$4.00 or more. Long distance phone rates are deregulated and are determined by the long distance carrier. These calls can be very high.



# SECURUS™

TECHNOLOGIES

8201 TRISTAR DRIVE  
IRVING, TX 75068

2155 CHENAULT DRIVE #410  
CARROLLTON, TX 75006

WWW.SECURUSTECH.NET

## FOR YOUR CONSIDERATION:

Evercom is pleased to offer McLean County the following commission structure on both Local and Long Distance calls.

Evercom will pay McLean County Illinois a monthly commission amount of Fifty-Four and Seven Tenths Percent (54.7%) of the Gross Revenues acquired from Inmate calls on Evercom's inmate telephone system (no deductions will be applied.) This will be for a period of Three years.

Standard call rates based on tariffs and fees approved by the Illinois Commerce Commission.

Commissions are paid on all gross billed revenue. McLean County Illinois will not be responsible for any uncollectible telephone bills, nor will any uncollectible billed amounts be deducted from McLean County Illinois commission calculations. Gross billed revenue excludes taxes, government imposed fees or charges, and any applicable billing or security fees.

Michael C. Stannard  
Territory Manager

Comparison of rates for Evercom and ICS  
On 10 minute call

	ICS				Evercom	
Local	option 1	option 2	option 3		All options	
Connect fee	\$ 2.90	\$ 3.13	\$ 3.13		\$ 2.88	
First-Minute fee	\$ -	\$ -	\$ -		\$ 0.26	
10 minute call	\$ 2.30	\$ 2.50	\$ -		\$ 2.20	9 Min.
	\$ 5.20	\$ 5.63	\$ 3.13		\$ 5.34	
Intralata						
Connect fee	\$ 2.95	\$ 2.50	\$ 2.50		\$ 2.88	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.28	
10 minute call	\$ 2.50	\$ 2.50	\$ 2.50		\$ 2.33	9 Min.
	\$ 5.45	\$ 5.00	\$ 5.00		\$ 5.49	
Interlata						
Connect fee	\$ 2.95	\$ 2.90	\$ 2.90		\$ 2.88	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.33	
10 minute call	\$ 2.50	\$ 2.50	\$ 2.50		\$ 2.85	9 Min.
	\$ 5.45	\$ 5.40	\$ 5.40		\$ 6.06	
Interstate						
Connect fee	\$ 3.95	\$ 3.90	\$ 3.90		\$ 3.95	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.89	
10 minute call	\$ 8.90	\$ 8.00	\$ 8.00		\$ 8.01	
	\$ 12.85	\$ 11.90	\$ 11.90		\$ 12.85	

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE REQUEST RECEIVED FROM  
THE GRIDLEY TOWNSHIP SUPERVISOR  
TO CONSOLIDATE AND RELOCATE POLLING PLACES

WHEREAS, the Supervisor of Gridley Township has recommended to the County Clerk and the McLean County Board that the two polling place locations in Gridley Township be consolidated and relocated to the Community Building, 102 West Third Street, Gridley, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 7, 2005 recommended approval of the request received from the Supervisor of Gridley Township; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Gridley Township that the two polling place locations in Gridley Township be consolidated and relocated to the Community Building, 102 West Third Street, Gridley, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Gridley Township, the McLean County Clerk and the First Civil Assistant State's Attorney.

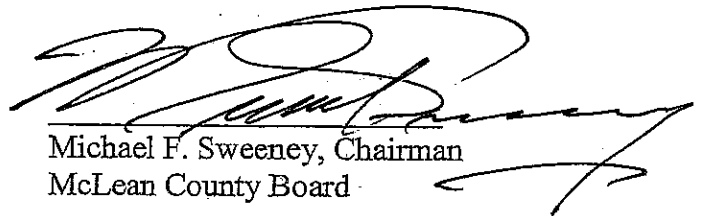
ADOPTED by the McLean County Board this 21st day of June, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board



PeggyAnn Milton  
McLean County Clerk

(309) 888-5190  
Fax (309) 888-5932  
Tax Administration (309) 888-5187  
Elections Administration (309) 888-5186  
104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400  
E-mail: peggyann@mclean.gov Website: www.mclean.gov/countyclerk

Government Center  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
[www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)  
[peggyann.milton@mcleancountyil.gov](mailto:peggyann.milton@mcleancountyil.gov)

DATE: May 24, 2005  
TO: Chairman Sorensen  
Honorable Members of the Finance Committee  
FROM: Maria L. Pascua *Maria L. Pascua*  
RE: Polling Place Change

Enclosed please find a request from Gridley Township to consolidate the locations of their polling places. We are in support of this consolidation.

We respectfully request your approval of this change.

Thank you.

Enclosure

May 16, 2005

PeggyAnn Milton  
McLean County Clerk  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400

Dear PeggyAnn:

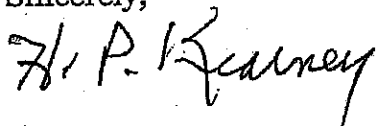
In accordance with the new provision of the Help America Vote Act of 2002, and in an effort to reduce the expense associated with providing new election equipment for polling place locations Gridley Township would like to consolidate the current two separate locations within Gridley Township to one location.

The proposed location, a current polling place, is the Community Building, 102 W Third Street, Gridley, IL 61744.

I respectfully ask that you present this request at the next County Board meeting for consideration.

Thank you.

Sincerely,



H.P. Kearney  
Gridley Township Supervisor



RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING REQUEST for an EXTENDED LEAVE of ABSENCE without PAY

WHEREAS, on April 19, 2005, the McLean County Board approved and adopted the Revised Personnel Policies and Procedure Ordinance; and,

WHEREAS, Article 4, Section 10.47-2 B) of the Revised Personnel Policies and Procedures Ordinance states: "The employee must request leave without pay from the Department Head, the County Administrator, and the appropriate committee of the County Board;" and,

WHEREAS, the Public Defender has requested that a three-month extended leave of absence without pay be granted to full-time permanent employee in the Public Defender's Office; and,

WHEREAS, in accordance with Article 4, Section 10.47-2 B), the Public Defender has submitted this request to the County Administrator and the County Administrator supports the request for a three-month leave of absence without pay for the employee in the Public Defender's Office; and,

WHEREAS, the Finance Committee, at a special meeting on Thursday, June 16, 2005, recommended approval of the request received from the Public Defender to approve and authorize a three-month extended leave of absence without pay to a full-time permanent employee in the Public Defender's Office; now, therefore,


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

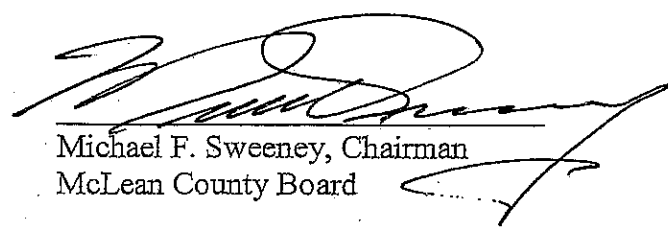
- (1) The McLean County Board hereby approves the request received from the Public Defender to approve and authorize a three-month extended leave of absence without pay to a full-time permanent employee in the Public Defender's Office.
- (2) The McLean County Board hereby requests that the County Clerk forward a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of June, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



OFFICE OF THE PUBLIC DEFENDER  
(309) 888-5235 Fax (309) 888-5765  
Law & Justice Center  
104 W. Front Room 603 Bloomington, Illinois 61701

To: Chairman and Members, Finance Committee  
From: Amy Davis, Public Defender  
Date: June 16, 2005  
Re: Request for Extended Leave

A handwritten signature in black ink, appearing to read "Amy Davis", is written over the "From:" line of the memo header.

County Personnel Policies provide that a Department Head may request unpaid extended leave for an employee in exceptional circumstances:

10.47-2 Extended Leaves of Absence:

- A) At the employee's option, vacation leave and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave provided in Section 10.46.
- B) The employee must request leave without pay from the Department Head in writing for leave in excess of available or accumulated paid time off before said leave is taken.
- C) Leave under this section or extension thereof, must be approved by the Department Head, the County Administrator and the appropriate committee of the County Board.
- D) As soon as the leave is granted (or when it is extended), the Department Head should forward a Payroll Change Form to the County Administrator noting that the employee is on leave.
- E) An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical insurance coverage and life insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence. Such employees continue I.M.R.F. participation according to the rules and regulations established by I.M.R.F.

The Public Defender's Office wishes to grant a three-month extended leave on an unpaid basis to a full-time permanent employee who has been a member of our office staff for almost five years. This individual is undergoing medical treatment for the next several months. She has exhausted her paid leave and FMLA leave. During the employee's absence, our workload will be covered by existing staff and a part-time clerical assistant. No budget amendments are necessary. The County Administrator's Office supports my request.



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

June 14, 2005

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Facilities Management to award the bid to Peoria Roofing & Sheer Metal Co., Inc., 307 Troth Street, Peoria, Illinois for the installation of a new twenty-year warranted Ethylene Propylene Diene Monomer (EPDM) fully adhered roof over the 1976 built McLean County Adult Detention Facility. Peoria Roofing & Sheet Metal Co., Inc. submitted the lowest qualified bid meeting specifications in the amount of \$62,000.00.

Funds for this capital improvement project have been appropriated in the Fiscal Year 2005 adopted budget of the Facilities Management Department, Law and Justice Center program.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Belle Rackauskas	District #9 Cathy Aharl Terry Beggelt
District #2 Mall Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

# Proposal



## RECEIVED

JUN 02 2005

Facilities Mgt. Div.

307 Troth Street, Peoria, IL 61603 • Fax (309) 676-3831

May 31, 2005

Page 1 of 1

<b>Proposal Submitted To:</b> McLean County Attn: Jack Moody 104 W Front St Bloomington IL 61702-2400	<b>Job Name and Location:</b> McLean County Jail 104 W Front St Bloomington IL 61702-2400 Phone: (309) 888-5192
---	---

1. Tear off all existing roofing down to concrete deck and dispose of all debris.
2. Adhere ¼" tapered EPS to concrete with Fast 100.
3. Adhere ¼" Dens-Deck with Fast 100 to EPS board.
4. Adhere Fleeceback 115 with Fast 100 to Dens-Deck.
5. Adhere .060 EPDM to metal wall and term bar at top.
6. Furnish and install forty walk pads as per specifications.
7. Furnish and install 24 gauge steel prefinished Extruded Terminedge and rail cap.
8. Manufacturer's Twenty-year Golden Seal Total Systems Warranty.

*Per year* →

Note: **16 MAN HOURS PUNCTURE WARRANTY FOR 20 YEARS. NON-ACCUMULATIVE**  
Our firm has received and reviewed the documents entitled "INVITATION TO BID" for the anticipated replaced McLean County Jail roof section. We have examined all documents regarding the project including drawings and attended the Mandatory Pre-Bid Conference and tour of this roof area. We, therefore, do herewith submit the following bid proposal to replace this roof of BUILDING.

We propose to furnish material and labor – complete in accordance with above specifications, for the sum of

**Sixty-Two Thousand and No/100 Dollars (\$62,000.00)**

Payment to be made as follows: Net due 10 days from the date of the invoice. Finance charge of 1.5% per month (18% per year) added on balance past due.

By authorization of:

Donald J. Dingleline

Note: We may withdraw this proposal if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Please sign both copies. Return one copy to the address above and retain one copy for your records.

## BIDDERS FORM

**From:**

Bidder's Firm Name: Peoria Roofing & Sheet Metal Co., Inc.

Bidder's Firm Address: 307 Troth Street

City/State/Zip Code: Peoria, IL 61603

Bidder's Telephone Number: (309) 676-2374

Bidder's FAX Number: (309) 676-3831

Bidder's E.mail address: peoriaroofing@mcleodusa.net

To: McLean County  
104 W. Front Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

Dear COUNTY,

Our firm has received and reviewed the documents entitled "INVITATION TO BID" for the anticipated replaced McLean County Jail roof sections. We have examined all documents regarding the project including drawings and attended the Mandatory Pre-Bid Conference and tour of this roof area. We, therefore, do herewith submit the following bid proposal to replace this roof of BUILDING. (Please see next page.)

In submitting this bid proposal, we agree:

To hold our bid valid for at least sixty (60) days after the stated expiration date for receipt of all bids; to enter into and execute a roof replacement construction contract if awarded this project on the basis of our bid; to furnish all required documents as outlined in the bid packet; and to completely perform the roof replacement project in accordance with bid specifications. My signature below certifies that I am authorized by my firm to submit this bid on behalf of my firm.

Donald J. Dingleline, President  
Bidder's Printed Name and Title


  
Bidder's Signature

Date Submitted May 26, 2005

**BID**

Peoria Roofing & Sheet Metal Co., Inc., a professional commercial roofing contractor licensed to do business in the state of Illinois, has entirely reviewed all bid documents and specifications to remove certain specified existing roof sections of the McLean County Jail roof and hereby proposes to replace this roof for the complete sum of \$62,000.00 dollars, and written in words Sixty-Two Thousand and No/100-----dollars, and if awarded this project by COUNTY can begin this project on June 2005 and complete this project on July 2005, including completion of any punchlist items.

Donald J. Dingleline, President  
Printed Name of Officer of BIDDER

  
Signature of BIDDER

May 26, 2005  
Date Submitted

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Peoria Roofing & Sheet Metal Co., 307 Troth Street, Peoria, IL 61603 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Co., 1100 Locust Street, Des Moines, IA (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto The County of McLean 104 W. Front Street, Bloomington, IL 61702 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid

Dollars (5% of Bid ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for McLean County Jail, 104 W. Front Street, Bloomington, IL 61702, Partial Roof Replacement. (Here insert full name, address and description of project)

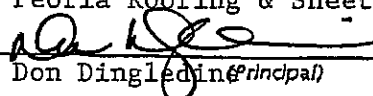
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th

day of May 2005 ~~XIX~~

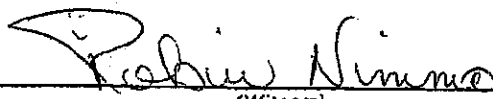
Peoria Roofing & Sheet Metal Co.

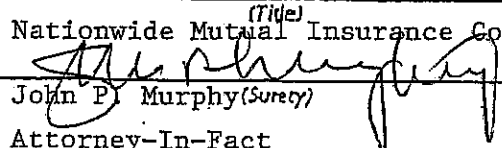
  
(Witness)

  
Don Dingle (Principal) (Seal)

President

Nationwide Mutual Insurance Co. (Title)

  
(Witness)

  
John P. Murphy (Surety) (Seal)

Attorney-In-Fact

(Title)

Power of Attorney

277534

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint JOHN P. MURPHY III ROBERT P. SCOTT

PEORIA IL

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of ONE MILLION AND NO/100 DOLLARS \$ 1,000,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POLK SS



By:

Signature of Stephen S. Rasmussen
President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Signature of Sandy Alitz

Notary Public
My Commission expires March 24, 2005

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of May, 2005



Signature of John F. Delaloye
Assistant Secretary

05256

This Power of Attorney expires

09/15/07





**Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: June 2, 2005

Subj: **Replacement Jail Roof Project**

Contained in the Adopted McLean County Budget for 2005 for the Law and Justice Center is a capital expenditure item to replace the original roof over the McLean County 1976 Jail. This current roof is almost 30 years old and is now beyond its useful life exhibiting many kinds of roofing problems which routine repairs will no longer satisfy. The FY 2006 Adopted Budget for this approved project is \$65,000.00.

On April 22, 2005, we publicly advertised and solicited bid proposals from professional commercial roofing contractors to replace the ballasted roof with a new twenty-year warranted Ethylene Propylene Diene Monomer (EPDM) fully-adhered roof over this section of the Jail.

We conducted a mandatory Pre-Bid Conference and Tour, as advertised, on May 2, 2005. A copy of Pre-Bid Conference and Tour sign-in sheet is attached

On May 26, 2005, we conducted a public bid opening, as advertised, attended by the County Auditor. We received and opened all bids as tabulated on the attached sheet. Peoria Roofing & Sheet Metal Company, Inc., submitted the lowest bid of \$62,000.00. A copy of their bid, Bid Bonds, and contract proposal is attached for your review.

We have contacted 12 prior clients of Peoria Roofing. All of these prior clients have stated that they are pleased with their new EPDM roof, they had no problems with this firm during installation, and would use this firm again.

The attached contract proposal has been reviewed by Mr. Eric T. Ruud, First Assistant States Attorney, who states that the contract proposal is consistent with similar contract proposals for replacement roofing of this nature at the County.

**Replacement Jail Roof Project**

**June 2, 2005**

**Page two**

Peoria Roofing has stated that they would like to begin the project as soon as the contract is endorsed. The McLean County Sheriff and Jail staff fully supports the replacement of this faulty roof.

Because the contract proposal of Peoria Roofing meets bid specifications, is under the approved budget threshold, and all references contacted have positively endorsed this firm, we therefore request and recommend the approval of the attached contract to replace the faulty Jail roof.

We are pleased to answer any questions you may have at this time.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

Cc: Mr. Eric T. Ruud

**Bid Opening Tabulation Sheet:  
 McLean County Jail Roof Replacement Project  
 Law and Justice Center  
 104 W. Front Street, Bloomington, Illinois  
 Thursday, May 26, 2005, at 2:00 p.m.**

<u>Roofing Firm:</u>	<u>Bid:</u>	<u>Attended Mandatory Pre-Bid Conference and Tour</u>
1. <u>Acme Roofing</u>	<u>\$ 73,400.00</u>	<u>✓</u>
2. <u>Peoria Roofing</u>	<u>\$ 62,000.00</u>	<u>✓</u>
3. <u>Union Roofing</u>	<u>\$ 85,800.00</u>	<u>✓</u>
4. <u>Meyer Roofing</u>	<u>\$ 65,000.00</u>	<u>✓</u>
5. <u>CRAFTMASTERS, Inc.</u>	<u>\$ 88,000.00</u>	<u>✓</u>
6. _____	\$ _____	_____
7. _____	\$ _____	_____

Officiated by:

Jack Moody  
 Jack E. Moody, CFM, Director  
 Facilities Management

Connie Johnson  
 County Auditor

**Mandatory Pre-Bid Meeting Sign-In Sheet**  
**Monday, May 2, 2005 at 9:30 a.m.**  
**Jail Roof Replacement Project**  
**Law and Justice Center Room 700**

<u>Printed Name:</u>	<u>Signed Name:</u>	<u>Firm Representing:</u>
1. JACK MOODY	J. Moody	McLENNAN COUNTY
2. TOM HAWK	T. Hawk	McLENNAN COUNTY
3. DAVE NAFFZGER	Dave Naffzger	ACME REG & SUP CO
* 4. BILL BRACKEN	Bill Bracken	LEDRIA HOOPING SUPPLY CO.
5. KIM WHITLAUGH	Kim Whitlaugh	Whitlaugh Falls
6. ROBERT MEYER	Robert L. Meyer	MEYER ROOFING INC
7. MARK RANDLES	Mark Randles	CRAFTMASTER'S, INC.
8. Denny Beckerman	Denny Beckerman	Lucas Sales
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DAN STEADMAN, D.D.S.  
AS A MEMBER OF THE  
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2005 of Dan Steadman, D.D.S., as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

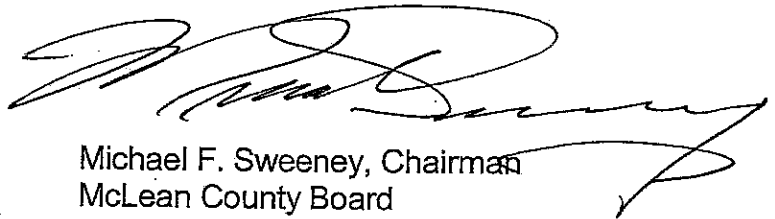
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dan Steadman D.D.S. as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution of reappointment to Dan Steadman, D.D.S. and the McLean County Health Department.

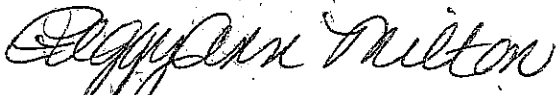
Adopted by the County Board of McLean County, Illinois, this 21st day of June, 2005.

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 REAPPOINTMENT OF DR. DAN STEADMAN  
AS A MEMBER OF THE  
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2005 of Dr. Dan Steadman as a member of the T. B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

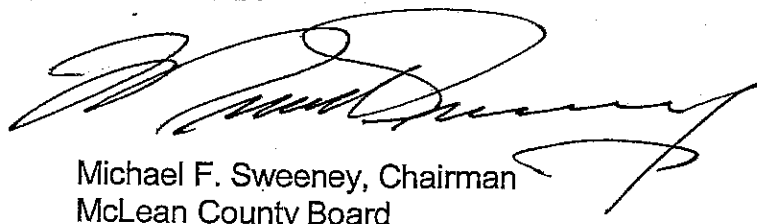
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dr. Dan Steadman, as a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution of reappointment to Dr. Dan Steadman, and the McLean County Health Department.


Adopted by the County Board of McLean County, Illinois, this 21st day of June, 2005.

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 REAPPOINTMENT OF EILEEN R. FOWLES  
AS A MEMBER OF THE  
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2005 of Eileen R. Fowles, as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

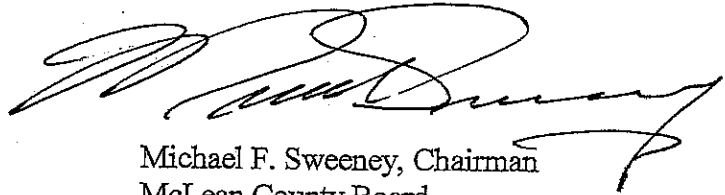
WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eileen R. Fowles as a member of the McLean County Board of Health for a three-year term to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Eileen R. Fowles and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 21st day of June, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF EILEEN R. FOWLES, Ph.D.  
AS A MEMBER OF THE  
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2005 of Eileen R. Fowles, Ph.D., as a member of the T. B. Care and Treatment Board, it is advisable to consider a reappointment to this position; and,

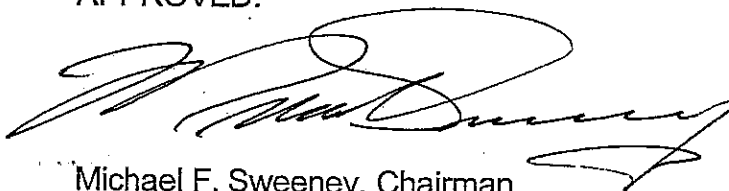
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eileen R. Fowles, Ph.D., as a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2008 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 Eileen R. Fowles, Ph.D., and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 21st day of June, 2005.

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 REAPPOINTMENT OF EILEEN R. FOWLES, PH.D.  
AS A MEMBER OF THE  
McLEAN COUNTY BOARD FOR CARE AND TREATMENT  
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2005 of Eileen R. Fowles, Ph.D., the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider a reappointment to this position; and,

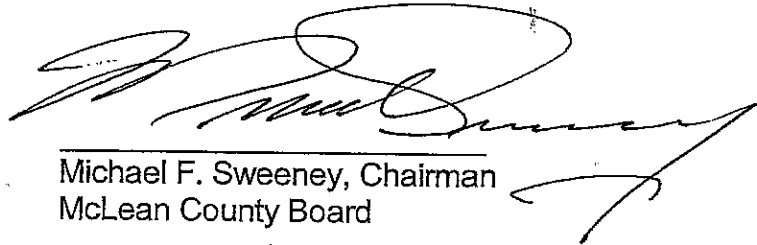
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eileen R. Fowles, Ph.D. as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities for a term of three years to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution of reappointment to Eileen R. Fowles, Ph.D. and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of June, 2005.

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 REAPPOINTMENT OF P. A. "SUE" BERGLUND  
AS A MEMBER OF THE  
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2005 of P.A. "Sue" Berglund, as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

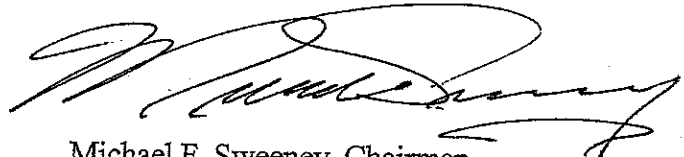
WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P. A. "Sue" Berglund as a member of the McLean County Board of Health for a three-year term to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to P. A. "Sue" Berglund and the McLean County Health Department.


Adopted by the County Board of McLean County, Illinois, this 21st day of June, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF ALAN BLAIR  
AS A COMMISSIONER OF THE  
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term and resignation of Bill Edwards as a Trustee of the Bloomington Township Public Water District, it is advisable to consider appointment to this position; and,

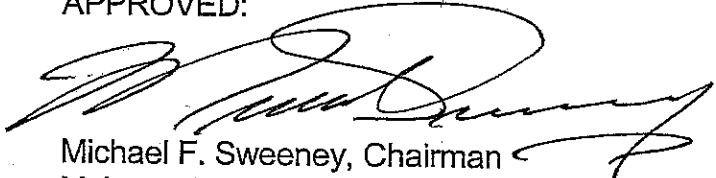
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Allen L. Blair as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2010 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 Mr. Allen L. Blair and Mr. Dan Deneen, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 17th day of May, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF CHARLES W. STANHOUSE  
AS A TRUSTEE OF THE  
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation and expiration of term on April 30, 2005 of Loren T. Hany as a Trustee of the Gridley Fire Protection District, it is advisable to consider an appointment to this position; and,

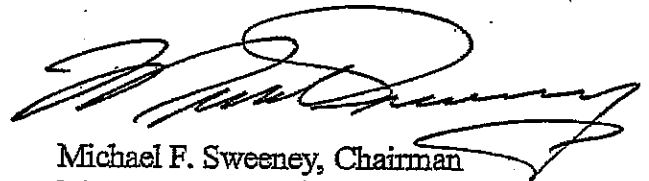
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Charles W. Stanhouse as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2008 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 Charles W. Stanhouse and Benjamin Roth, Attorney for the District.

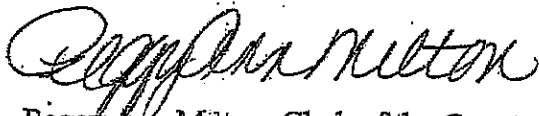
ADOPTED by the County Board of McLean County, Illinois, this 21st day of June, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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

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

**RESOLUTION AMENDING THE TERM AND CONDITIONS  
OF THE EMPLOYMENT AGREEMENT WITH THE COUNTY ADMINISTRATOR**

WHEREAS, the County of McLean desires to continue its employment relationship with Mr. John M. Zeunik, County Administrator; and,

WHEREAS, the Executive Committee of the County Board has conducted an annual performance review of the County Administrator and has recommended that the term of the Employment Agreement between McLean County and Mr. John M. Zeunik be extended for a period of five years; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a five-step merit increase in the County Administrator's salary; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a performance bonus payment of \$2,000.00 to the County Administrator; and;

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve the County Administrator's deferred compensation retirement payment in the amount of \$13,000.00; now, therefore,

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

- (1) That the term of the Employment Agreement between McLean County and Mr. John M. Zeunik shall be extended until June 21, 2010.
- (2) That the County Board authorizes and approves a five-step merit increase in the County Administrator's salary.
- (3) That the County Board authorizes and approves a performance bonus payment of \$2,000.00 to the County Administrator.
- (4) That the County Board authorizes and approves the County Administrator's deferred compensation retirement payment in the amount of \$13,000.00.
- (5) That the Employment Agreement between McLean County and Mr. John M. Zeunik be amended in accordance with the provisions of this Resolution.
- (6) That the Chairman of the McLean County Board is hereby authorized to sign and execute the Employment Agreement, as amended, between McLean County and Mr. John M. Zeunik.

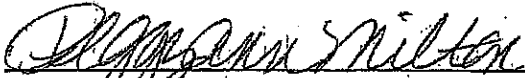
(2)

(7) That the County Clerk shall provide a certified copy of this Resolution to Mr. John M. Zeunik, County Administrator, and to the McLean County Board Chairman.


ADOPTED by the McLean County Board this 21st day of June, 2005.

ATTEST:

APPROVED:



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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution Amending the Terms and Conditions of the Employment Agreement with the County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and AUTHORIZING EXECUTION of an  
INTERGOVERNMENTAL AGREEMENT

between the  
CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN  
and the EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 *ILCS* 220/1 et seq., the City of Bloomington (the "City"), the Town of Normal (the "Town"), the County of McLean (the "County"), and the Emergency Telephone System Board (the "ETSB") are authorized to enter into an Intergovernmental Agreement for the provision of a Countywide Enhanced 911 emergency call system; and,

WHEREAS, the County is a body politic with authority to legislate in matters concerning its governing authority and affairs; and,

WHEREAS, the City, the Town, the County and the ETSB desire to cooperatively work together to insure that the Countywide Enhanced 911 emergency call system continues to provide emergency 911 services consistent with the laws and regulations of the State of Illinois; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions under which the ETSB may agree to reconsider the City's request to serve as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to support the operations of MetCom; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to cooperatively work together to provide an Enhanced 911 emergency call back-up system for MetCom and for the City's planned Enhanced 911 public safety answering point and its own police-fire-emergency medical services dispatch center; and,

(2)

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the County to enter into an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and the Emergency Telephone System Board; now, therefore,

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

Section One: That the McLean County Board hereby approves the Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and the Emergency Telephone System Board and authorizes the Chairman of the McLean County Board to execute said Intergovernmental Agreement. A copy of the Intergovernmental Agreement is attached hereto as "Exhibit A" and is incorporated herein by reference.

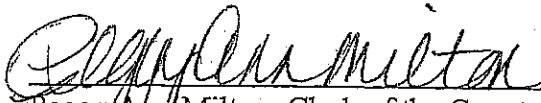
Section Two: That the McLean County Board, in conjunction with the Town of Normal, hereby encourages the City of Bloomington to reconsider its decision to withdraw from MetCom and further encourages the City of Bloomington to rescind that decision. Upon the City of Bloomington taking such action, the McLean County Board will reconsider its approval of this Resolution.

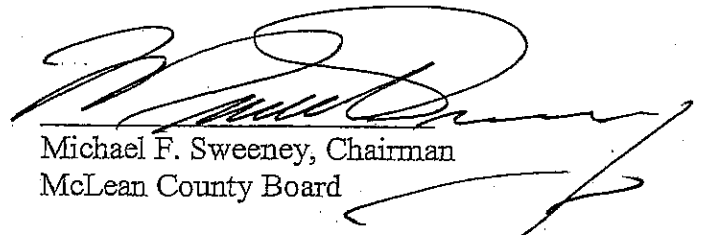
Section Three: That the County Clerk is hereby authorized and directed to forward certified, executed copies of this Resolution and the accompanying Intergovernmental Agreement to the City of Bloomington, Town of Normal, Emergency Telephone System Board, McLean County Sheriff, First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of June, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

RES\_IGAGRMNT\_CITYTOWNCTYETSBJUN  
6/21/2005



**INTERGOVERNMENTAL AGREEMENT**  
between the  
**CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN and**  
**EMERGENCY TELEPHONE SYSTEM BOARD**

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 *ILCS* 220/1 et. Seq., the City of Bloomington (the "City"), the Town of Normal (the "Town") the County of McLean (the "County"), and the Emergency Telephone System Board (the "ETSB") are authorized to enter into an Intergovernmental Agreement for the provision of a Countywide Enhanced 911 emergency call system; and,

WHEREAS, on March 10, 1997, the City, the Town, and the County approved and adopted an Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center (the "MetCom"); and,

WHEREAS, the City, by Resolution of the Bloomington City Council, has advised the parties to the Intergovernmental Agreement creating MetCom of the City's desire to seek approval from the ETSB to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center; and,

WHEREAS, the ETSB denied the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center on September 28, 2004; and

WHEREAS, the City, the Town, the County and the ETSB desire to cooperatively work together to insure that the Countywide Enhanced 911 emergency call system continues to provide emergency 911 services consistent with the laws and regulations of the State of Illinois; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions under which the ETSB may agree to reconsider the City's request to serve as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to support the operations of MetCom; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to cooperatively work together to provide an Enhanced 911 emergency call back-up

system for MetCom and for the City's planned Enhanced 911 public safety answering point and its own police-fire-emergency medical services dispatch center; now, therefore,

IT IS HEREBY AGREED by the City, the Town, the County, and the ETSB as follows:

## ARTICLE I

A. The City hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. Subject to the provisions of Article I, Section A, Subsection 1(d) below, the City shall remit to MetCom an amount not to exceed the following annual contributions to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom:

a. \$173,678.00 for Fiscal Year 2006 (January 1, 2006 – December 31, 2006.

\$116,505.00 for Fiscal Year 2007 (January 1, 2007 – December 31, 2007)

\$50,710.00 for Fiscal Year 2008 (January 1, 2008 – December 31, 2008)

b. The City agrees to remit payments to MetCom on a monthly basis with the monthly payment being equal to the annual contribution divided by 12.

c. The City agrees to remit the monthly payment to MetCom on or before the 30<sup>th</sup> day of the month.

d. The City acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom is based on a five-year projected annual operating budget for MetCom. The City further acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The City agrees to provide written notice to MetCom and the ETSB not later than October 1, 2005 if the City determines that its primary public safety answering point will not be fully operational and/or approved by the ETSB and the Illinois Commerce Commission by January 1, 2006.

If such prior written notice is made, then the parties agree to negotiate the terms and conditions of continued participation by the City, if any, in MetCom.

3. The City agrees to serve as the back-up public safety answering point for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

The City agrees to answer any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The City agrees to dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The City agrees to immediately assume responsibility for handling all Enhanced 911 land line or wireless calls in the event that MetCom is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

4. The City agrees to purchase the necessary materials, communications and computer equipment, computer software, consoles, office furniture and equipment that will be needed for the City to meet the requirements set forth in State law and regulations to function as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City and to function as the back-up center for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission. City also agrees to pay for the installation of the Consoles referred to in Article II, Section 8 below.
5. The City agrees to meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of the City's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance

with Section 725.505(j) of the Rules of the Illinois Commerce Commission.

6. The City agrees to provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line emergency calls originating within the corporate limits of the City. Upon request, the City further agrees to make available to the ETSB, the ETSB Administrator, the Town and the County the tapes of Enhanced 911 land line or wireless emergency calls handled by the City or originating within the corporate limits of the City in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
7. The City agrees to provide the ETSB Administrator with access to the City's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
8. The City agrees that the City will not seek any funding for the City's Enhanced 911 call/dispatch center from the ETSB before fiscal year 2009 (January 1, 2009 – December 31, 2009).
9. The City agrees to permit the Town and the County continued access to the City's 800 MHz frequency on the downtown tower for mobile data terminal (MDT) transmission and communication at no charge in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.
10. The City agrees that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
11. The City agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the ETSB, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

## Article II

- B. The Town and the County hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. The Town and the County agree to increase their respective annual contribution to MetCom by the following percentage amount:

For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

The Town and the County acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom is based on a five-year projected annual operating budget for MetCom. A copy of same is attached hereto. The Town and the County further acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The Town and the County agree that MetCom will serve as the back-up public safety answering point for the City in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission. The Town and the County agree that MetCom will answer any Enhanced 911 land line emergency call that is automatically transferred by the City to MetCom after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The Town and the County agree that MetCom will dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line emergency call that is automatically transferred to MetCom by the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The Town and the County agree to immediately assume responsibility for handling all Enhanced 911 land line calls in the event that the City's dispatch center is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in

accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

3. The Town and the County agree that MetCom will meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of MetCom's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance with Section 725.505(j) of the Rules of the Illinois Commerce Commission.
4. The Town and the County agree that MetCom will provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line and wireless emergency calls originating within the corporate limits of the Town and in the County outside of the corporate limits of the City and the Town. Upon request, the Town and the County further agrees that MetCom will make available to the ETSB, the ETSB Administrator, and the City the tapes of Enhanced 911 land line or wireless emergency calls handled by MetCom or originating within the corporate limits of the Town or County in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
5. The Town and the County agree that MetCom will provide the ETSB Administrator with access to MetCom's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
6. The Town and the County agree to support the City's request to the ETSB to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006. The Town and County further agree to waive the termination notice requirements set forth in Article IX (A)(1) of the Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center.
7. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree that they will not object to ETSB providing to the City at "no cost" the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. The Town and County shall have neither the obligation to remove or install such Enhanced 911 equipment nor the responsibility to pay for the costs associated with its removal or installation. The Enhanced 911 equipment referred to herein is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.

8. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree to provide to the City at "no cost" two (2) Motorola Gold Elite Consoles ("Consoles") for use in the City's Enhanced 911 call/dispatch center. Installation of these consoles shall be at the City's expense. The Town's and County's obligation to provide the City with these Consoles is contingent upon and subject to the availability of federal grant funds to be provided under the approved and awarded Interoperability Communications Equipment Grant from the United States Department of Homeland Security.
9. The Town and County agree that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
10. Subject to the provisions of Article I, Section A, Subsection 2 above, the Town and County agree that if the City's primary public safety answering point is not fully operational and/or approved by the ETSB and the Illinois Commerce Commission on January 1, 2006, then the parties agree to negotiate the terms and conditions of continued service for calls originating within the corporate limits of the City until such time that the City's primary public safety answering point is fully operational and approved by the ETSB and the Illinois Commerce Commission.

### Article III

- C. The ETSB hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.
1. The ETSB agrees to reconsider the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City. The ETSB further acknowledges that the Town and the County support the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006.
  2. The ETSB agrees to increase its respective annual contribution to MetCom by the following percentage amount:  
  
For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) - Same Dollar Amount as in Fiscal Year 2005 Adopted Budget

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

3. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall provide the following at "no cost" to the City:
  - The required 911 telephone trunk circuits that route the Enhanced 911 emergency land line calls to the primary public safety answering point; and the annual maintenance and service cost for same.
  - The required CML Consoles.
4. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall pay for the costs associated with the removal and/or installation of the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. Such Enhanced 911 equipment is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.
5. The ETSB agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the City, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

#### Article IV

- D. All parties hereby agree to the following terms and conditions as parties to this Intergovernmental Agreement.
  1. That if the ETSB fails to reconsider its September 28, 2004 denial of the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center and approve said request within 30 days of the execution of this Intergovernmental Agreement, then this Intergovernmental Agreement shall be null and void.



2. That if, after the execution of this Intergovernmental Agreement, the ETSB exercises its authority granted under State law and the Rules of the Illinois Commerce Commission to make modifications to the Enhanced 911 system structure, then the City, the Town, and the County shall comply with said modifications.

#### **Article V**

Each member to this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via MetCom or the City's Enhanced 911 call/dispatch center shall, at such member's expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a party to this Intergovernmental Agreement.

#### **Article VI**

The parties agree that the provisions of the Title 83, Chapter 1, Subchapter f, Part 725 of the Illinois Administrative Code ("Rules of the Illinois Commerce Commission") are attached hereto and incorporated by reference as Exhibit B to this Intergovernmental Agreement. Any conflict between the provisions of this Intergovernmental Agreement and the Rules of the Illinois Commerce Commission or State law shall be resolved in favor of the Rules of the Illinois Commerce Commission or State law. The parties further agree to be bound to any amendments that may be made to such Rules of the Illinois Commerce Commission and State law.

#### **Article VII**

This Intergovernmental Agreement shall continue in full force and effect beginning on the date that all parties have signed and continuing until such time as it may be amended or revised by the same action that caused its adoption.

#### **Article VIII**

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of this Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

#### **Article IX**

No waiver of any breach of this Intergovernmental Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Intergovernmental Agreement or any provision hereof.

**Article X**

This Intergovernmental Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Intergovernmental Agreement, signed by the parties hereto.

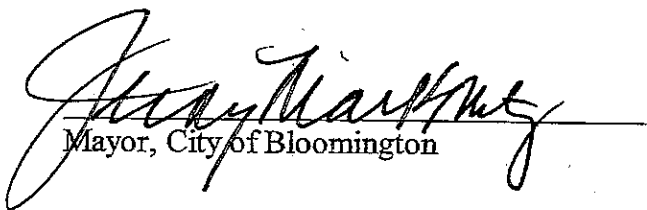
**Article XI**

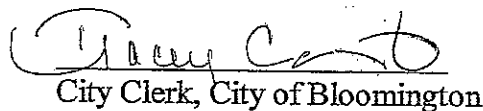
This Intergovernmental Agreement shall be binding upon the parties hereto and upon their successors in interest, assigns, and representatives of such parties.

**Article XII**

The parties to this Intergovernmental Agreement hereto agree that the foregoing constitutes all of the Agreement among all of the parties and in witness thereof, the parties have affixed their respective signatures on the date indicated below.

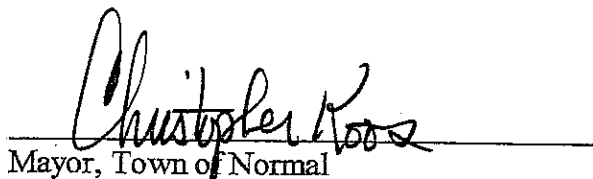
For the **CITY of BLOOMINGTON, ILLINOIS:** ATTEST:

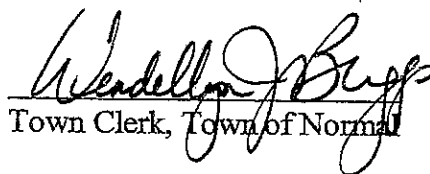
  
\_\_\_\_\_  
Mayor, City of Bloomington

  
\_\_\_\_\_  
City Clerk, City of Bloomington

For the **TOWN of NORMAL, ILLINOIS:**

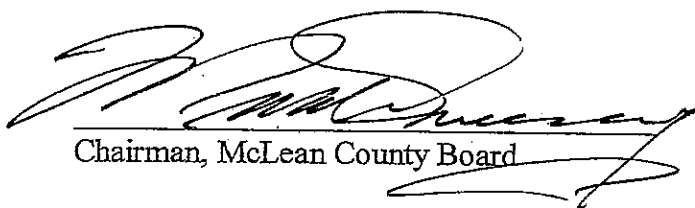
ATTEST:

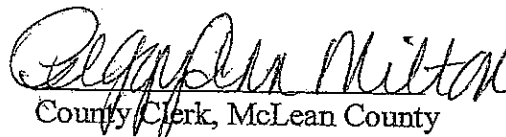
  
\_\_\_\_\_  
Mayor, Town of Normal

  
\_\_\_\_\_  
Town Clerk, Town of Normal

For the **COUNTY of McLEAN, ILLINOIS:**

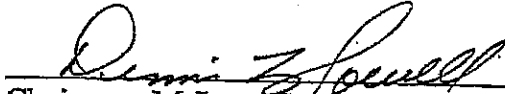
ATTEST:


  
\_\_\_\_\_  
Chairman, McLean County Board

  
\_\_\_\_\_  
County Clerk, McLean County

For the McLEAN COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD:

ATTEST:

  
Chairman, McLean County Emergency  
Telephone System Board

  
Administrator, McLean County  
Emergency Telephone System Board

Member Sorensen stated the following: I have a procedural question for Mr. Ruud. Do we have to have a motion to remove Item b from the table? Mr. Ruud stated the following: I will have to ask somebody to refresh my memory. Has more than one meeting passed? Member Sorensen replied: yes. Mr. Ruud stated the following: then it is really dead so a whole new motion can be made. Chairman Sorensen stated the following: very good. Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Approving and Authorizing Execution of an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and Emergency Telephone System Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Segobiano stated the following: I have no intention to vote on this motion simply because to do so we have learned nothing as a government body. Throughout this entire process we have been told that it relates to the safety of the officers of Bloomington as well as the safety of the citizens of Bloomington. Nowhere have we been given any information that indicates that either the police officers or the citizens have been in danger throughout the operation of MetCom's Board. I requested the minutes of the MetCom meetings and I have them from 2002 through April 2005 and it is very interesting reading. All Board Members should really get a copy of these and read them because throughout the discussion of their board meetings, there is no indication that there is any problem with the Board, but they do have a segment in here where they talk about problems that are reported and they are broken down into categories. Some are substantiated and some are not nor how they are being handled. There is no report and the Chief of Police of Bloomington has been present at a majority of those meetings as well as the City Manager. I found it very interesting in these meetings that Mr. Zeunik, our Administrator, was the Chairman of that Board, and in December of 2003 in his concluding remarks he says that at the next meeting, January 9th, we begin the next rotation of officers with Tom Hamilton as Chairman and Walt Clark as Vice-Chairman. Up to that time, there had been no discussion about the problems with MetCom and that was in December of 2003. In January of 2004, Mr. Hamilton takes the chair, the very first meeting and announces that the City of Bloomington is going to make a request to the city council, meeting the next Monday, to vote to withdraw from MetCom. I think it would behoove all of us to get copies of these minutes. I would say to go back to 2002. One of the interesting facts that is in there is Radio Ad Hoc Committee that was established, and our own Sheriff, Dave Owens, chaired that Committee, and in his conclusion of their work, his Committee report was accepted and again there were no outstanding complaints about the safety of the citizens of the City of Bloomington or the officers. My vote no is to gain some information because I cannot see MetCom simply jeopardizing the wellbeing of the officers of Bloomington and not jeopardizing the wellbeing of the Sheriff's officers here in McLean County, or the officers in Normal.

There has to be a reason other than what I hear on the street, not only from Normal and Town officials but also from here in McLean County. It's just a matter of control and I have no intention of voting for this motion just so that someone can have control. They spend thousands of dollars of taxpayers' money. Member Renner stated the following: I would agree with everything that Member Segobiano said but we have to realize that this is a divorce. It is inevitable and there's not a whole lot we can do about it. If there are irreconcilable differences we have to take the best deal that we can to minimize the fiscal difficulties and disruptions in our budget. Even though as Chairman of the Justice Committee, and the Justice Committee has serious reservations and problems about this, I think we concur that it is fiscally irresponsible on the part of the City of Bloomington at this point. I think this is inevitable and that is the only reason I would support it. Member Rackauskas stated the following: Mr. Segobiano, I think you used my exact words from a few months ago when I said it is a shame we came out of this without learning anything, however; I think our hands are tied because as Mr. Renner just said, in the intergovernmental agreement it did not say that they had to state even a reason. They did not have to give a reason and obviously they are not going to tell us the true reasons. They aren't going to give us the explanation that we are looking for so we can wait until 2010 and we are never going to get that. There are no conditions within the agreement that say we have to have that information; therefore, we have to look at the silver lining and we did learn something very important from this, we learned that we must really scrutinize our intergovernmental agreements. We must read them very carefully. We must look at the conditions that are laid out for when they are going to be dissolved. This is what we have learned. Member Cavallini stated the following: I have learned that where there is a will there is a way. I think that most of these governmental organizations, the Town of Normal, County of McLean, have shown a will, a desire to make MetCom work. Unfortunately, I do not see the same level of will from the City of Bloomington. Consequently, while my heart certainly agrees with Paul, my head is also telling me that it's not worth beating a dead horse. I agree with Bette. I think we have learned something from this. We can build on that and I will reluctantly support the motion. Member Moss stated the following: I would just like the Clerk to note that I will not be engaging in the discussion on this issue, nor voting. Member Baggett stated the following: I just wanted to say that I believe like everyone else that this is inevitable, but that doesn't mean that I have to be happy about it and that is why I am going to vote against this. Chairman Sweeney asked the following: is there any other discussion? Seeing none, we have a motion on the floor – roll call please and the Chairman will vote. Clerk Milton shows the roll call vote as follows: Gordon-yes; Harding-no, Hoselton-yes; Nuckolls-yes; O'Connor-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-no; Selzer-yes; Sorensen-yes; Ahart-yes; Baggett-no; Bass-yes; Bostic-no; Cavallini-yes; Dean-yes; and Sweeney-yes. Chairman Sweeney stated the following: the motion passes fourteen to four.

Member Sorensen stated the following: the Executive Committee's General Report and minutes from other meetings may be found on pages 73-89.

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

**RESOLUTION AMENDING THE FUNDED  
FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR 2005**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 16, 2004 which became effective on January 1, 2005; and,

WHEREAS, the Sheriff's Department has arranged to provide a Deputy Sheriff to be stationed at the Central Illinois Regional Airport; and,

WHEREAS, the Transportation Security Administration will reimburse the cost of a Deputy Sheriff for Airport security purposes; and,

WHEREAS, the Finance Committee, at the meeting on June 7, 2005, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2005 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:

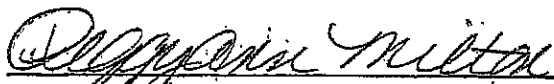
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0029-0027	U	0503.3001 (full-time) Deputy Patrol Officer	26.00	0.50	26.50
TOTAL			26.00	0.50	26.50

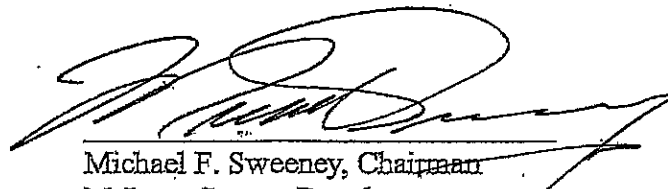
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Sheriff's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of June, 2005.

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 a Request for Approval of Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2005 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**A RESOLUTION OF THE McLEAN COUNTY BOARD  
AMENDING THE RESOLUTION ESTABLISHING  
THE RECORDER'S REVOLVING REVENUE STAMP FUND**

WHEREAS, the County Board adopted a Resolution Establishing the Recorder's Revolving Revenue Stamp Fund on August 9, 1977; and

WHEREAS, the Finance Committee was advised by the County Auditor and the County Recorder in February, 2005 that it would be advisable to increase the Recorder's Revenue Stamp Fund to \$85,000.00 from \$50,000.00 in order to reduce the frequency of trips to Springfield to purchase necessary state revenue stamps required on certain real estate transactions; and

WHEREAS, the County Recorder now recommends that said fund be increased to \$100,000 and the County Auditor concurs; and

WHEREAS, the Finance Committee concurs with this recommendation and requests the County Board to approve of such an increase in the Recorder's Revenue Stamp Fund, now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

1. That Section 2 of the August 19, 1977 Resolution referred to above is hereby amended to read as follows:

"That the County Auditor shall advance \$100,000.00 to the real estate transfer stamp fund; said amount to include the inventory of real estate transfer stamps as of June 21, 2005 and that said amount of \$100,000.00 to be repaid from the first \$100,000.00 of revenue stamps."

2. That Section 3 of the Resolution referred to above is hereby amended as follows:

"That the County Recorder (Recorder of Deeds) is authorized to direct that the County Auditor issue a check up to \$100,000.00 to the State of Illinois for the purchase of real estate transfer stamps."

3. That Section 5 of the Resolution referred to above is hereby amended as follows:

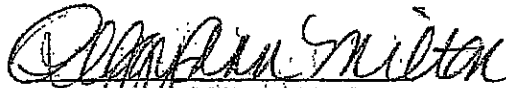
"That the County Auditor shall maintain a \$100,000.00 balance in the real estate transfer revolving stamp fund; said amount to include the inventory of real estate transfer stamps on hand."

4. That the County Clerk shall provide a certified copy of this resolution to the County Recorder, County Auditor, and County Administrator.

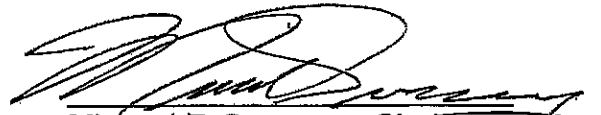
ADOPTED by the County Board of the County of McLean, Illinois this 21<sup>st</sup> day of June, 2005.

ATTEST:

ADOPTED:



Peggy Ann Milton, Clerk of  
the McLean County Board



Michael F. Sweeney, Chairman,  
McLean County Board

e:john/cobd/res\_rec\_stmprevfnd.jun05

Members Sorensen/Gordon moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Amending the Resolution Establishing the Recorder's Revolving Revenue Stamp Fund – County Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY  
ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2005, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 102, Government Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.



# Mclean County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		23.830	24.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
ASBESTOS ABT-GEN		HWY		23.900	24.350	1.5	1.5	2.0	5.700	5.270	0.000	0.600
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		28.970	31.970	2.0	2.0	2.0	7.020	6.600	0.000	0.210
BRICK MASON		BLD		25.010	26.510	1.5	1.5	2.0	4.800	5.750	0.000	0.320
CARPENTER		BLD		24.920	26.670	1.5	1.5	2.0	6.250	5.200	0.000	0.300
CARPENTER		HWY		25.830	27.580	1.5	1.5	2.0	6.250	5.300	0.000	0.250
CEMENT MASON		ALL		23.410	24.160	1.5	1.5	2.0	4.850	8.350	0.000	0.300
CERAMIC TILE FNSHER		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
ELECTRIC PWR EQMT OP		ALL		28.840	34.100	1.5	1.5	2.0	4.500	7.790	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		19.790	34.100	1.5	1.5	2.0	4.500	5.340	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		32.040	34.100	1.5	1.5	2.0	4.500	8.650	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		20.760	34.100	1.5	1.5	2.0	4.500	5.600	0.000	0.000
ELECTRICIAN		BLD		29.200	32.120	1.5	1.5	2.0	5.150	5.630	0.000	0.440
ELECTRONIC SYS TECH		BLD		21.890	23.390	1.5	1.5	2.0	5.150	3.260	0.000	0.440
ELEVATOR CONSTRUCTOR		BLD		31.135	35.030	2.0	2.0	2.0	7.275	3.420	1.870	0.000
FENCE ERECTOR	E	ALL		25.420	27.170	1.5	1.5	2.0	6.240	6.000	0.000	0.500
GLAZIER		BLD		25.620	26.370	1.5	1.5	2.0	5.150	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER	E	ALL		25.420	27.170	1.5	1.5	2.0	6.240	6.000	0.000	0.500
IRON WORKER	W	BLD		24.080	25.830	1.5	1.5	2.0	7.690	6.910	0.000	0.300
IRON WORKER	W	HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
LABORER		BLD		22.830	23.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
LABORER		HWY		22.900	23.350	1.5	1.5	2.0	5.700	5.270	0.000	0.600
LABORER, SKILLED		BLD		22.830	23.580	1.5	1.5	2.0	5.700	5.230	0.000	0.600
LABORER, SKILLED		HWY		23.200	23.650	1.5	1.5	2.0	5.700	5.270	0.000	0.600
LATHER		BLD		24.920	26.670	1.5	1.5	2.0	6.250	5.200	0.000	0.300
MACHINERY MOVER	W	HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MARBLE MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MILLWRIGHT		BLD		25.450	27.200	1.5	1.5	2.0	6.250	5.100	0.000	0.300
MILLWRIGHT		HWY		26.430	28.180	1.5	1.5	2.0	6.250	5.200	0.000	0.250
OPERATING ENGINEER		BLD	1	27.310	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	2	25.490	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	3	24.170	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		HWY	1	26.690	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	2	24.630	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	3	21.240	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
PAINTER		ALL		25.300	26.300	1.5	1.5	1.5	4.850	4.200	0.000	0.250
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		BLD		25.420	27.170	1.5	1.5	2.0	6.250	5.200	0.000	0.300
PILEDRIIVER		HWY		26.330	28.080	1.5	1.5	2.0	6.250	5.300	0.000	0.250
PIPEFITTER		BLD		32.950	35.590	1.5	1.5	2.0	5.800	5.800	0.000	1.450
PLASTERER		BLD		24.900	26.640	1.5	1.5	2.0	4.200	7.700	0.000	0.400
PLUMBER		BLD		32.950	35.590	1.5	1.5	2.0	5.800	5.800	0.000	1.450
ROOFER		BLD		23.200	24.200	1.5	1.5	2.0	5.350	6.100	0.000	0.150
SHEETMETAL WORKER		BLD		27.030	28.380	1.5	1.5	2.0	5.370	8.320	0.000	0.310
SIGN HANGER	W	HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	6.100	4.950	0.000	0.250
STEEL ERECTOR	W	HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
TERRAZZO FINISHER		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TERRAZZO MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TILE MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TRUCK DRIVER		O&C	1	19.804	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER		O&C	2	20.124	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER		O&C	3	20.284	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000

TRUCK DRIVER	O&C 4	20.484	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C 5	21.084	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	N ALL 1	32.040	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 2	32.190	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 3	32.390	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	N ALL 4	32.590	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	S ALL 1	24.755	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 2	25.155	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 3	25.355	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 4	25.605	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	S ALL 5	26.355	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000

Legend:

- M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

## Explanations

### MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

## ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

## LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not

awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

#### LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen

(portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

## OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central

Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batchter; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Members Sorensen/O'Connor moved the County Board approve a Request for Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County – County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval to Receive and Place on File Comprehensive Annual Financial Report and Management Letter of Advisory Comments for 2004 – County Administrator's Office. A copy is available for review in the office of the McLean County Clerk. Member Sorensen stated the following: in the years that I have been a Member of this Board and on the Finance Committee, and I have confirmed this with several other folks that have been around for a while, including the outside auditor, this is the cleanest outside audit that we have had in at least a decade and I want to thank the Department Heads and the Administrator's office for taking issues year after year seriously and helping us reach this level of financial compliance. I appreciate that. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

**To:** Chairman and Members, McLean County Board  
**From:** Terry Lindberg, Assistant County Administrator *TL*  
**Date:** June 14, 2005  
**Re:** Request to Approve 3<sup>rd</sup> Year Salary Schedule—Correctional Officers

The current Fraternal Order of Police Labor Agreement, covering 54 members of the bargaining unit, including correctional Officers, Control Operators, Correctional Sergeants and Cooks, is in force from January 1, 2003 through December 31, 2005. When the contract was ratified, it provided a 2.75% across-the-board increase for 2003 and 2004 and included a third-year wage re-opener to cover fiscal year 2005. Negotiations have been held intermittently since October, 2004 to come up with a settlement for 2005. The parties met in late May on a separate labor-management issue and took the opportunity to exchange wage proposals in a final attempt to avoid costly interest arbitration.

The union membership ratified the proposal on June 3, 2005 and the Finance Committee did likewise at their meeting of June 7, 2005. It provides a 2.65% across-the-board wage rate increase over the prior year and increases the increment between steps from 1.9% to 2.0%. Sufficient funds are available in the current budget of the Sheriff's Corrections Division to cover the cost of this agreement.

We respectfully request the County Board vote to approve the attached wage schedule for fiscal year 2005 for the FOP Correctional Officers bargaining unit.

**2.65% Increase  
2.0% Step Increments  
Based on  
Difference Between  
Step 1 and Step 2**

Step	2004		2005		2004		2005		2004		2005		2004		2005	
	Control 4101	Control 4101	Control 4101	Control 4101	Corr Off 4103	Corr Off 4103	Corr Sgt 4104	Corr Sgt 4104	Corr Sgt 4104	Corr Sgt 4104	Cook I 9007	Cook I 9007	Cook I 9007	Cook I 9007	Cook II 9008	Cook II 9008
1	\$13,0357	\$13,3811	\$14,6518	\$15,0401	\$14,6518	\$15,0401	\$20,1611	\$20,6954	\$20,1611	\$20,6954	\$10,7139	\$10,9978	\$10,7139	\$10,9978	\$13,6072	\$13,9678
2	\$13,2834	\$13,6488	\$14,9302	\$15,3409	\$14,9302	\$15,3409	\$20,5442	\$21,1093	\$20,5442	\$21,1093	\$10,9175	\$11,2178	\$10,9175	\$11,2178	\$13,8657	\$14,2471
3	\$13,5358	\$13,9164	\$15,2139	\$15,6417	\$15,2139	\$15,6417	\$20,9345	\$21,5232	\$20,9345	\$21,5232	\$11,1249	\$11,4378	\$11,1249	\$11,4378	\$14,1292	\$14,5265
4	\$13,7882	\$14,1840	\$15,4976	\$15,9425	\$15,4976	\$15,9425	\$21,3249	\$21,9371	\$21,3249	\$21,9371	\$11,3322	\$11,6578	\$11,3322	\$11,6578	\$14,3926	\$14,8059
5	\$14,0406	\$14,4516	\$15,7813	\$16,2433	\$15,7813	\$16,2433	\$21,7153	\$22,3510	\$21,7153	\$22,3510	\$11,5395	\$11,8778	\$11,5395	\$11,8778	\$14,6560	\$15,0853
6	\$14,2930	\$14,7192	\$16,0650	\$16,5441	\$16,0650	\$16,5441	\$22,1057	\$22,7649	\$22,1057	\$22,7649	\$11,7468	\$12,0978	\$11,7468	\$12,0978	\$14,9194	\$15,3647
7	\$14,5454	\$14,9868	\$16,3487	\$16,8449	\$16,3487	\$16,8449	\$22,4961	\$23,1788	\$22,4961	\$23,1788	\$11,9541	\$12,3178	\$11,9541	\$12,3178	\$15,1828	\$15,6441
8	\$14,7978	\$15,2544	\$16,6324	\$17,1457	\$16,6324	\$17,1457	\$22,8865	\$23,5927	\$22,8865	\$23,5927	\$12,1614	\$12,5378	\$12,1614	\$12,5378	\$15,4462	\$15,9235
9	\$15,0502	\$15,5220	\$16,9161	\$17,4465	\$16,9161	\$17,4465	\$23,2769	\$24,0066	\$23,2769	\$24,0066	\$12,3687	\$12,7578	\$12,3687	\$12,7578	\$15,7096	\$16,2029
10	\$15,3026	\$15,7896	\$17,1998	\$17,7473	\$17,1998	\$17,7473	\$23,6673	\$24,4205	\$23,6673	\$24,4205	\$12,5760	\$12,9778	\$12,5760	\$12,9778	\$15,9730	\$16,4823
11	\$15,5550	\$16,0572	\$17,4835	\$18,0481	\$17,4835	\$18,0481	\$24,0577	\$24,8344	\$24,0577	\$24,8344	\$12,7833	\$13,1978	\$12,7833	\$13,1978	\$16,2364	\$16,7617
12	\$15,8074	\$16,3248	\$17,7672	\$18,3489	\$17,7672	\$18,3489	\$24,4481	\$25,2483	\$24,4481	\$25,2483	\$12,9906	\$13,4178	\$12,9906	\$13,4178	\$16,4998	\$17,0411
13	\$16,0598	\$16,5924	\$18,0509	\$18,6497	\$18,0509	\$18,6497	\$24,8385	\$25,6622	\$24,8385	\$25,6622	\$13,1979	\$13,6378	\$13,1979	\$13,6378	\$16,7632	\$17,3205
14	\$16,3122	\$16,8600	\$18,3346	\$18,9505	\$18,3346	\$18,9505	\$25,2289	\$26,0761	\$25,2289	\$26,0761	\$13,4052	\$13,8578	\$13,4052	\$13,8578	\$17,0266	\$17,5999
15	\$16,5646	\$17,1276	\$18,6183	\$19,2513	\$18,6183	\$19,2513	\$25,6193	\$26,4900	\$25,6193	\$26,4900	\$13,6125	\$14,0778	\$13,6125	\$14,0778	\$17,2900	\$17,8793
16	\$16,8170	\$17,3952	\$18,9020	\$19,5521	\$18,9020	\$19,5521	\$26,0097	\$26,9039	\$26,0097	\$26,9039	\$13,8198	\$14,2978	\$13,8198	\$14,2978	\$17,5534	\$18,1587
17	\$17,0694	\$17,6628	\$19,1857	\$19,8529	\$19,1857	\$19,8529	\$26,4001	\$27,3178	\$26,4001	\$27,3178	\$14,0271	\$14,5178	\$14,0271	\$14,5178	\$17,8168	\$18,4381
18	\$17,3218	\$17,9304	\$19,4694	\$20,1537	\$19,4694	\$20,1537	\$26,7905	\$27,7317	\$26,7905	\$27,7317	\$14,2344	\$14,7378	\$14,2344	\$14,7378	\$18,0802	\$18,7175
19	\$17,5742	\$18,1980	\$19,7531	\$20,4545	\$19,7531	\$20,4545	\$27,1809	\$28,1456	\$27,1809	\$28,1456	\$14,4417	\$14,9578	\$14,4417	\$14,9578	\$18,3436	\$18,9969
20	\$17,8266	\$18,4656	\$20,0368	\$20,7553	\$20,0368	\$20,7553	\$27,5713	\$28,5595	\$27,5713	\$28,5595	\$14,6490	\$15,1778	\$14,6490	\$15,1778	\$18,6070	\$19,2763
21	\$18,0790	\$18,7332	\$20,3205	\$21,0561	\$20,3205	\$21,0561	\$27,9617	\$28,9734	\$27,9617	\$28,9734	\$14,8563	\$15,3978	\$14,8563	\$15,3978	\$18,8704	\$19,5557
22	\$18,3314	\$19,0008	\$20,6042	\$21,3569	\$20,6042	\$21,3569	\$28,3521	\$29,3873	\$28,3521	\$29,3873	\$15,0636	\$15,6178	\$15,0636	\$15,6178	\$19,1338	\$19,8351
23	\$18,5838	\$19,2684	\$20,8879	\$21,6577	\$20,8879	\$21,6577	\$28,7425	\$29,8012	\$28,7425	\$29,8012	\$15,2709	\$15,8378	\$15,2709	\$15,8378	\$19,3972	\$20,1145

Members Sorensen/Selzer moved the County Board approve a Request for Approval of 3rd Year Wage Re-Opener Salary Schedule for Correctional Officers - 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 of the McLEAN COUNTY BOARD  
ADOPTING an AMENDMENT to the  
REVISED PERSONNEL POLICIES AND PROCEDURES ORDINANCE

WHEREAS, the McLean County Board has adopted the Revised Personnel Policies and Procedures Ordinance; and,

WHEREAS, the Revised Personnel Policies and Procedures Ordinance includes Article 5 - Position Classification Plan; and,

WHEREAS, the Revised Personnel Policies and Procedures Ordinance, as adopted, includes a provision that permits a County department head to offer an external candidate a higher starting salary than an internal candidate who is applying for the same position and is being considered for promotion; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 7, 2005, agreed that internal candidates who are being considered for promotion should receive the same consideration as external candidates when establishing their salary as a result of a promotion; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 7, 2005, recommended approval of the following amendment to Article 5, Section 10.52-6; now, therefore,

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

(1) Article 5, Section 10.52-6 Establishing Salaries of the Revised Personnel Policies and Procedures Ordinance is hereby amended as follows:

10.52-6 ESTABLISHING SALARIES:

- A) New Hires- In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the Position Classification includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.
- B) Promotions- A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the

(2)

change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the Department Head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, ~~requires the consent of~~ shall be reported to the Oversight Committee by the County Administrator and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

Each Department Head is authorized to offer a starting rate above the minimum, if necessary to employ or promote a qualified candidate, subject to the following:

- 1) Department Head Discretion- The Department Head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.
- 2) Impacted Positions List- Candidates New hires for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A)1) above:
  - a) Experience Credit- The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of 12 steps.
  - b) Education Credit- A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.
  - c) The County Administrator may approve a maximum of an additional 10 steps, if, in the County Administrator's judgment, it is in the best interests of the County and necessary to attract the qualified employee.
- 3) Elected officials or Department Heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

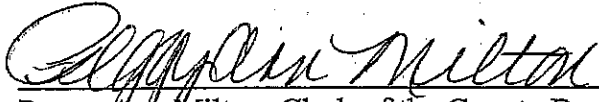
(3)

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

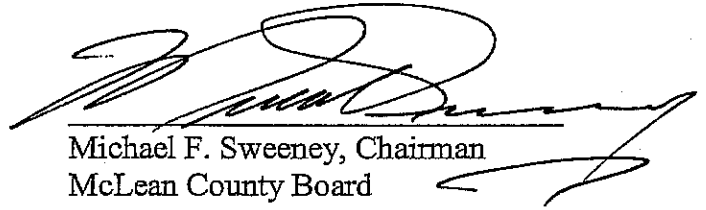
ADOPTED by the McLean County Board this 21<sup>st</sup> day of June, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400 · Bloomington, Illinois 61702-2400

**To:** Chairman and Members, Finance Committee  
**From:** Terry Lindberg, Assistant County Administrator  
**Date:** June 7, 2005  
**Re:** Revision to Personnel Policy

Under the current County Personnel Policy, an employee who is being promoted is entitled to the greater of a 5% increase or step 1 of the new position's pay range. However, a newly hired individual can be brought into a non-impacted position at step 10 of the position's pay range if the Department Head believes it necessary to employ a qualified person.

To afford the same pay opportunity to a current employee who is being promoted as is currently available to a new hire, we recommend the hiring and promotional policy be changed as shown on the attached pages to allow promoted employees to be brought in to a new position as high as step 10 when the Department Head believed it necessary.

Since every step in the range is equal to a ½% pay increase, the effect of this change would be that a current employee who is promoted could receive an additional 5% increase if the department head agreed to move the person to step 10 of the promotional range.

Data Processing

Personnel

Records Management

Risk Management

Printed on recycled paper

Members Sorensen/Harding moved the County Board approve a Request for Approval of an Amendment to Revised Personnel Policies and Procedure Ordinance – County Administrator's Office. 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  
PROVIDING for an INCREASE in the GIS FEE  
In the COUNTY RECORDER of DEEDS OFFICE

WHEREAS, 55 *ILCS* 5/3-5018 provides that the McLean County Board may provide for an additional charge of \$3.00 for filing every instrument, paper, or notice of record in the County Recorder of Deeds Office in order to defray the cost of implementing or maintaining the County's Geographic Information System (the "GIS"); and,

WHEREAS, 55 *ILCS* 5/3-5018 provides that \$2.00 of the additional charge must be deposited into a Special Fund set up by the County Treasurer and any moneys collected pursuant to this Ordinance and deposited into this Special Fund must be used solely for the equipment, materials, and necessary expenses incurred in implementing and maintaining a GIS; and,

WHEREAS, 55 *ILCS* 5/3-5018 further provides that the remaining \$1.00 of the additional charge must be deposited into the County Recorder's Special Fund created under Section 3-5005.4; and,

WHEREAS, 55 *ILCS* 5/3-5018 further provides that the County Board may, by ordinance, increase the fees allowed by this Act and collect such increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the cost of providing the service; and,

WHEREAS, in accordance with the provisions of 55 *ILCS* 5/3-5018, a cost study was completed by MAXIMUS, Inc. that showed that the present GIS fee of \$2.00 is not sufficient to cover the cost of providing this service; and,

WHEREAS, the County Recorder of Deeds has recommended to the Finance Committee that the GIS fee be increased from \$2.00 to ~~\$4.00~~ \$5.00 effective as of July 1, 2005 ~~the date Senate Bill 0075 becomes law~~; and ,

WHEREAS, the Finance Committee, at a special meeting on June 21, 2005, recommended that the GIS fee be increased from \$2.00 to ~~\$4.00~~ \$5.00 effective as of July 1, 2005 the date Senate Bill 0075 becomes law; now, therefore,

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Amended Ordinance Approving an Increase in the GIS Fee – County Recorder’s Office. Member Sorensen stated the following: this was amended at a stand-up meeting this morning and the amended version is at your place. There was some debate at the Finance Committee meeting, specific to the exact amount of the fee increase. Mr. Newcom and Mr. Zeunik have met with the GIS Committee again and had some additional conversations and came back with a slightly different number. Last week the Finance Committee had discussed a \$2.00 increase in that fee. This morning we passed a \$3.00 increase in that fee. We also amended it to be enacted at the same time as what we expect to be an inevitable fee increase in the Recorder’s office driven by State law of \$10.00. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Finance Committee’s General Report may be found on pages 111-119.

#### TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee’s General Report may be found on pages 120-125. We have no items for action. Member Rackauskas stated the following: this falls under the Transportation Committee but I would like to thank on behalf of the Convention and Visitor’s Bureau, Mr. Mitchell and Mr. Watson. They helped tremendously to get this triathlon going that we will have here in 2006 at Evergreen and will eventually bring 1,000 people from Chicago down here. It is wonderful that our athletes here do not have to go to Chicago or Indiana. They will be coming here and it’ll eventually be a nice fund raiser for our Parks and Rec as a revenue source, so thank you to the Highway Department and thank you Mr. Mitchell for all the hard work. It was a great cooperative experience. Member Bass stated the following: thank you very much. I think this will be a feather in the cap for all of McLean County; it’ll be a plus.

#### PROPERTY COMMITTEE:

Member Bostic, Chairman stated the following: we have no items for action and our General Report may be found on pages 126-131.



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

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Coroner's Office 0031**

**WHEREAS**, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

**WHEREAS**, the Coroner's Office has received a donation of \$1,000.00 from the McLean County Funeral Directors Association to be spent for the betterment of the Coroner's Office without restriction; and,

**WHEREAS**, the Justice Committee, at its meeting on Monday, June 6, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of said donation for medical and nursing equipment for the Coroner's Office; 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, Coroner's Office 0031 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Donations			
0001-0031-0038-0410.0013	\$ 0.00	\$ 1,000.00	\$ 1,000.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

Medical/Nursing Supplies			
0001-0031-0038-0622.0001	\$ 0.00	\$ 1,000.00	\$ 1,000.00

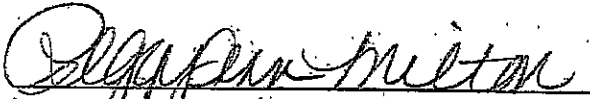
(2)


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

ADOPTED by the County Board of McLean County this 21<sup>st</sup> day of June, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

e:john/cobd/ea\_coroner\_donation\_jun05

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Coroner's Office 0031. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE COUNTY OF McLEAN,  
THE McLEAN COUNTY SHERIFF AND THE  
BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

THIS AGREEMENT, made this \_\_\_\_ day of June, 2005 by and between the County of McLean, (the "County"), the McLean County Sheriff, (the "Sheriff"), and the Bloomington-Normal Airport Authority ("the Airport").

WHEREAS, the Airport desires to obtain the services of a full-time Sheriff's Deputy to provide general security for its Central Illinois Regional Airport, in addition to the part-time Sheriff's Deputy currently provided by the Sheriff pursuant to an "Agreement for Police Services" which became effective February 25, 2005 through August 25, 2005; and

WHEREAS, the Sheriff and the County deem it to be in the best interest of the citizens of McLean County that a full-time Sheriff's Deputy be stationed at the Central Illinois Regional Airport for general security purposes; and

WHEREAS, the Airport desires to defray the Sheriff's costs of providing such full-time Sheriff's Deputy through funds provided by the Federal Transportation Security Administration; now, therefore,

IT IS AGREED by the parties as follows:

1. That the Sheriff shall provide the Airport with the services of a full-time Sheriff's Deputy to provide general security at the Central Illinois Regional Airport for eight (8) hours per day or for forty (40) hours per week based upon a schedule to be mutually agreed upon by the Sheriff and the Airport. Additional days and hours shall also be subject to mutual agreement.
2. That the Airport acknowledges that such full-time Sheriff's Deputy shall be considered on duty and subject to the direction and control of the Sheriff.
3. That the Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for one (1) full-time Sheriff's Deputy from funds provided to the Airport by the Federal

Transportation Security Administration (the "TSA") so long as such reimbursement does not exceed \$31.04 per hour for sixteen (16) hours a day for seven (7) days per week.

4. That so long as TSA funds are used for such reimbursement, workers' compensation and liability coverage will be available to the County and the Sheriff subject to the terms of the "Law Enforcement Reimbursement Agreement between the Transportation Security Administration and the Bloomington-Normal Airport Authority" (the "TSA Agreement").<sup>1</sup>
5. That the parties acknowledge that on occasion, a Sheriff's Deputy may be unable to provide service due to a personnel shortage, an emergency situation or exigent circumstances. The Sheriff agrees to notify the Airport in advance, whenever possible, or within a reasonable period of time should such a situation arise and will not bill the Airport for any hours or services that were not provided.
6. That the Airport agrees to indemnify and hold the County and the Sheriff harmless from any and all liability which may arise due to the acts or omissions of the Airport, its officers, agents and/or employees.
7. That the County and the Sheriff agree to indemnify and hold the Airport harmless from any and all liability which may arise due to the acts or omissions of the County, the Sheriff, their officers, agents, and employees.
8. That additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties, subject to the approval of an amendment to this Agreement, adequate personnel availability and adequate funding for reimbursement.
9. The parties agree that this Agreement may be terminated by either party with thirty (30) days written notice to the other party. This Agreement may also be terminated if TSA funding becomes unavailable to the Airport at any time during the effective dates of this

---

<sup>1</sup> It is expressly agreed by the parties that all references to the "City of Bloomington Police Department" in the TSA Agreement shall now mean the "McLean County Sheriff's Department".

Agreement. The Airport shall be responsible for the full cost of all services rendered, but not reimbursed, if TSA funding is not available.

10. That the effective dates of this Agreement shall be from August 1, 2005 through and including July 31, 2006.


Signed this 24 day of June, 2005.

  
\_\_\_\_\_  
McLean County Sheriff

Signed this 29<sup>th</sup> day of June, 2005.

  
\_\_\_\_\_  
Bloomington-Normal Airport Authority

Signed this 21<sup>st</sup> day of June, 2005.

  
\_\_\_\_\_  
Chairman, McLean County Board

Attested this 21 day of June, 2005.

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

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Sheriff's Department 0029**

**WHEREAS**, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2005 adopted budget for the Sheriff's Department; and,

**WHEREAS**, the Sheriff's Department has entered into an agreement with the Central Illinois Regional airport (CIRA) to station a Sheriff's Deputy at CIRA; and,

**WHEREAS**, the federal Transportation Security Administration (TSA) will reimburse the salary costs to cover the expense of a Sheriff's Deputy; and,

**WHEREAS**, the Justice Committee, at its regular meeting on Monday, June 6, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of TSA funds for this purpose; 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, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
TSA Reimbursement			
0001-0029-0027-04XX.XXXX	\$ 0.00	\$ 32,282.00	\$ 32,282.00

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

Full-Time Employee Salaries			
0160-0029-0027-0503.0001	\$1,530,973.00	\$ 17,533.00	\$1,548,506.00

(2)


Overtime Pay				
0160-0029-0027-0526.0001	\$	71,250.00	\$ 500.00	\$ 71,750.00
Holiday Pay				
0160-0029-0027-0526.0002	\$	34,500.00	\$ 500.00	\$ 35,000.00
County's IMRF Contribution				
0160-0029-0027-0599.0001	\$	0.00	\$ 1,046.00	\$ 1,046.00
Employee Medical/Life Insurance				
0160-0029-0027-0599.0002	\$	0.00	\$ 1,425.00	\$ 1,425.00
Social Security Contribution (F.I.C.A.)				
0160-0029-0027-0599.0003	\$	0.00	\$ 3,247.00	\$ 3,247.00
Clothing/Employees				
0160-0029-0027-0601.0001	\$	16,000.00	\$ 240.00	\$ 16,240.00
Non-contractual Services				
0160-0029-0027-0773-0001	\$	0.00	\$ 6,291.00	\$ 6,291.00
Purchase of Police Equipment				
0160-0029-0027-0841.0001	\$	1,500.00	\$ 1,500.00	\$ 3,000.00
<b>TOTAL</b>	<b>\$</b>		<b>\$ 32,282.00</b>	


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

**ADOPTED** by the County Board of McLean County this 21<sup>st</sup> day of June, 2005:

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Cavallini moved the County Board approve Requests for Approval of an Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority – Sheriff's Department and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance General Fund 0001 – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

<b>PROGRAM TITLE:</b>	Law Enforcement & Prosecutor Based Victim Assistance Services
<b>AGREEMENT NUMBER:</b>	202036
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	202036
<b>ESTIMATED START DATE:</b>	July 1, 2005
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Victims of Crime Act (VOCA) 2004 Funds</i>	\$ 43,500
<i>Matching Funds</i>	\$ 10,875
<i>Over-Matching Funds</i>	\$ 8,951
<b>Total:</b>	\$ 63,326
<b>IMPLEMENTING AGENCY:</b>	County of McLean on behalf of the Office of the State's Attorney
<b>ADDRESS:</b>	104 W. Front Street, Room 605 Bloomington, IL 61701
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001569
<b>AUTHORIZED OFFICIAL:</b>	Michael Sweeney
<b>TITLE:</b>	McLean County Board President
<b>TELEPHONE:</b>	309-888-5410
<b>PROGRAM FINANCIAL OFFICER:</b>	Rebecca McNeil
<b>TITLE:</b>	McLean County Treasurer
<b>TELEPHONE:</b>	309-888-5180
<b>PROGRAM AGENCY:</b>	Office of the State's Attorney's Office
<b>ADDRESS:</b>	104 W. Front Street, Room 605 Bloomington, IL 61701
<b>PROGRAM DIRECTOR:</b>	William Yoder
<b>TITLE:</b>	State's Attorney
<b>TELEPHONE:</b>	309-888-5401
<b>E-MAIL:</b>	William.Yoder@mcleancountyil.gov
<b>FISCAL CONTACT PERSON:</b>	William Yoder
<b>AGENCY:</b>	McLean County State's Attorney's Office
<b>TITLE:</b>	State's Attorney
<b>TELEPHONE:</b>	309-888-5401
<b>FAX:</b>	309-888-5429
<b>E-MAIL:</b>	William.Yoder@mcleancountyil.gov
<b>PROGRAM CONTACT PERSON:</b>	Margie Meegan-Jordan
<b>TITLE:</b>	Victim/Witness Director
<b>TELEPHONE:</b>	309-888-5415
<b>FAX:</b>	309-888-5429
<b>E-MAIL:</b>	Margie.Meegan-Jordan@mcleancountyil.gov



INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Law Enforcement & Prosecutor-Based Victim Assistance Services Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds," and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

## SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2005 through June 30, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

## SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
  - i) Is a nonprofit organization or public agency that provides services to victims of crime;
  - ii) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- iii) Utilizes volunteers;
  - iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
  - v) Assists victims in seeking available crime victim compensation benefits;
  - vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
  - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
  - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
  - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

#### SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$43,500 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding

received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 7. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

#### **SECTION 9. REPORTING REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) **Victim Statistics:** Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) **Staff Information:** Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and

- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

#### SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

## SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

## SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall notify the Authority and consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

## SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.

- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.



## SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

## SECTION 20. CONFIDENTIALITY OF INFORMATION

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Federal and State Grants Unit

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 21. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 22. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 23. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 24. EXHIBITS**

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

## **SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

## **SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any 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, as amended.

## **SECTION 27. CERTIFICATION REGARDING LOBBYING**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

## **SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency 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 or the regulations of the U.S. Department of Commerce promulgated under that Act.

## **SECTION 29. DRUG FREE WORKPLACE CERTIFICATION**

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If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free

Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2004-VA-GX-0046, awarded by the Office for Victims of Crime, Office of

Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the McLean County State's Attorney's Office

Taxpayer Identification Number:

Employer Identification Number 37-6001569.

*(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Nonresident Alien                          |
| <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Medical Corporation                        |
| <input checked="" type="checkbox"/> Government         | <input type="checkbox"/> Pharmacy (non-corporate)                   |
| <input type="checkbox"/> Estate or Trust               |   |

### SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2004-VA-GX-0046)
- Grant Award Year: Federal Fiscal Year 2004

### SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## SECTION 36. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

## SECTION 37. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

## SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

## SECTION 39. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

**SECTION 39.5 SPECIAL CONDITION FOR CONTRACTORS**

**(Applicable to independent contractors, not employees, of the Implementing Agency)**

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.



**SECTION 40. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
McLean County Board President  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
McLean County Board Treasurer  
McLean County  
Date

\_\_\_\_\_  
William Yoder  
McLean County State's Attorney  
McLean County  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

EXHIBIT A:  
PROGRAM NARRATIVE

VICTIMS OF CRIME ACT

Organization Name: McLean County Victim/Witness Service

Organization Address: 104 W. Front Street, Room 605

Bloomington, IL 61701

Type of Implementing Agency (Check one)

Criminal Justice- Government

Law Enforcement

Prosecution

Probation

Other

Private Non-Profit

Please provide the total amounts of funding allocated to victim services based on your agency's budget for the current fiscal year:

Federal (Excluding VOCA) \$ 62,858.00

VOCA Funds \$ 86,999.00

State \$ 24,600

Local \$ 2,081,946

Other \$ 0

Indicate the number of volunteer staff used by your agency (full-time equivalents) and how they are used.

If you do not use volunteers, please check here and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable)

Federal congressional district 11

Counties served by VOCA program McLean

Cities served by VOCA program Bloomington, Normal, surrounding small towns

State legislators representing these areas Bill Brady, Dan Brady, Jerry Weller

Population of service area 150,000

\_\_\_\_\_ This proposal makes a special effort to target any **unserved** or **underserved** populations (check if applicable).

If applicable, please indicate all unserved or underserved populations being targeted:

- |                             |                            |
|-----------------------------|----------------------------|
| _____ African American      | _____ Mentally Disabled    |
| _____ Hispanic              | _____ Physically Disabled  |
| _____ Rural                 | _____ Underserved Urban    |
| _____ Elderly               | _____ Children             |
| _____ Other (specify) _____ | _____ Non-English Speaking |

Identify the victim(s) to be served through this VOCA-funded program and the amount of federal funds allocated accordingly

\$ 43,500 All Victims of Crime

- |  |                               |
|--|-------------------------------|
| \$ _____ Survivors of Homicide Victims | \$ _____ Child Physical Abuse |
| \$ _____ Adult Sexual Abuse            | \$ _____ Child Sexual Abuse   |
| \$ _____ Domestic Violence             | \$ _____ Robbery              |
| \$ _____ Elder Abuse                   | \$ _____ Other Violent Crimes |
| \$ _____ DUI/DWI Crashes               | \$ _____ Other (name type)    |

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

### I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities. NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your agency.

Criminal prosecution of Felony, Misdemeanor, DUI, Juvenile, and Traffic cases which have occurred in McLean County. Child support enforcement for families residing in McLean County. Civil representation for McLean County Government. Victim Services to Victims of Crime.

2. Besides the services funded through this grant, what other services does your agency provide?

Criminal prosecution of Felony, Misdemeanor, DUI, Juvenile, and Traffic cases which have occurred in McLean County. Child support enforcement for families residing in McLean County. Civil representation for the McLean County Government.

3. Please indicate the total number of staff dedicated to victim services at your agency.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	12
Number of managerial staff	2
Number of administrative support staff	5

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. How many staff members are funded under this grant program (Fed & Match)? 03

Title of Staff Person	*FTE % for VOCA funded program
Victim Advocate - Fulltime	1.00
Victim Advocate - Parttime	.53
Victim Advocate - Parttime	.53

**\*FTE is defined as Full Time Equivalent\***

2. Please provide a *brief* summary of the VOCA funded program.

The VOCA funded program provides client-centered services which include: crisis counseling, in-person and telephone follow up contact, checking on a victim's progress, providing information and referral, court escort, assistance with completing the victim impact statement, assistance with property review and return, assistance in filing compensation claims, follow up contact with the victim compensation unit on behalf of the victim, assisting victims in securing rights and services from other agencies, intervening with employers, creditors, and others on behalf of the victim. We believe that such victim-focused services will cause victims to report more positive regard for the criminal justice system, regardless of the case disposition. Clients will report that prosecution services assisted in their personal healing process. There will be an increase in client and community confidence in the justice process.

3. Which of the following direct client services to crime victims will this program provide? (Please refer to the instructions section for service definitions)

Check all that apply	Direct Client Services
X	Crisis Counseling
	Therapy
X	Follow Up Contact
	Support Group Services
X	Information and Referral (In-person)
X	Information and Referral (Telephone Contacts)
X	Criminal Justice Support / Advocacy
X	Emergency Legal Advocacy
	Emergency Financial Assistance
X	Assistance in Filing Compensation Claims
X	Personal Advocacy
	Medical Advocacy
	Crisis Hotline Counseling
X	Case management
	Other (Specify)

4. Does **this program** provide direct services for **all crime victims** that come into contact with your agency, **OR** a **sub-population** of crime victims (e.g. *domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

ALL CRIME VICTIMS

SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

\_\_\_\_\_

5. What are the primary qualifications of program-funded staff? **Please attach an updated job description and resume for each position including duties and qualifications.** If the position is not 100% VOCA-funded, asterisk the duties that apply to this program.

Lisa Cote (Victim Advocate)

(employee since 1994; Advocate since August 2003)

Marivel Escatel and Jason Hollenkamp (Victim Liaisons)

(since August 2003)

Illustrative Examples of Work

(These examples do not cover all duties performed.)

Creating Quarterly Reports (Performed by Legal Assistant II Only)

Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress

Information and Referral (In-person):

In-person contact with victims offering referrals and providing support

Information and Referral (Telephone Contacts):

Telephone contact with victims offering referrals and providing support

Shelter/Safe House:

Referral to short or long-term housing

Referral to related support services for victims and family members

Criminal Justice Support/Advocacy:

Support, assistance, and advocacy provided to victims at any stage of the criminal justice process

Court related support

Court orientation

Court escort

Case appearance notification

Case status and disposition information

Assistance with completing the Victim impact statement

Assistance with restitution

Assistance with Property review and return

Post-sentencing services and support

Assistance in filing Compensation Claims:

Providing assistance in the filing process

Follow-up contact with the victim compensation unit on behalf of the victim

Personal Advocacy:

Assisting victims in securing rights and services from other agencies

Intervening with employers, creditors, and others on behalf of the victim

The primary qualifications of program funded staff will require a Bachelor's Degree in Criminal Justice, Psychology or related field, ability to work with police, victims of crime from diverse populations, prosecutors, current victim-witness staff and victim advocates outside of our office.

(Please see enclosed hard copies of updated resumes)

6. Who oversees this program?

Marjorie Meegan-Jordan (Director, McLean County Victim/Witness Service)  
(since January 1981)

Illustrative Examples of Work

(These examples do not cover all duties performed.)

\* Supervises employees funded through VOCA

Supervises employees funded through the Attorney General's Office

Supervises employees funded by McLean County

\*Prepares and monitors grants and quarterly reports

Sworn court officer and serves subpoenas

\*Notifies victims and witnesses of their court appearances; provides information to the process servers; confirms court dates by telephone and secures information relevant to service on cases received by Victim/Witness Service.

Locates witnesses by a variety of independent methods.

Certified LEADS operator.

\*Prepares victims and witnesses for court appearances; explains the criminal justice system

Provides informal counseling

Maintains records on chain of evidence; communicates with the crime lab, police departments, social service agencies, witnesses, state's attorney's and others.

\*Makes referrals to Domestic Violence Unit.

Originates correspondence including securing restitution information, calling off witnesses when pleas or continuances occur, assisting victims in the recovery of personal property and final dispositions.

\*Supports intimidated witnesses by providing information and access to the proper resources for assistance.

Gaining the support of employers to allow their employees to come to court without loss of pay.

\*Assisting the victims of violent crimes in obtaining compensation under the Illinois Crime Victim's Compensation Act.

Training law enforcement officials and social service personnel as to the needs of victims and services provided for them in the community.

Increasing public awareness of the service through local media and presentations.

Notifies attorneys of problems with witnesses or conflicts.

\*Informs victims and witnesses of verdicts on bench trials and jury trials.

7. How does this program complement the other activities and/or services provided at your agency?

The proposed services will be in addition to the services currently being provided by the Victim/Witness Service. Current staff will continue to provide notification services to the wide array of populations served. New staff will provide "in-depth" victim services focusing on the victim's self-described needs for assistance.

The project will greatly simplify the various services that victims currently receive from multiple providers. The proposed project will have victims receiving services from a single advocate.



This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

To provide direct services to (CHECK ONE BELOW):

ALL CRIME VICTIMS

Violent (Domestic and Non-Domestic Misdemeanor and Felony)  
CRIME VICTIMS

for the purpose of alleviating trauma and suffering incurred from victimization.

A list of objectives was included in the materials the Authority provided to you for your current performance period. Following is a list of those objectives. Please respond only to the questions that pertain to the objectives you identified for your current VOCA funded program. Authority staff recognize that the period of performance may not have ended for your program.

1. Provide *criminal court-related advocacy and support services* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 93
- b. To date, how many clients actually received this service during your period of performance? 105
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

2. Provide *criminal case status, disposition and/or appearance notification* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 2,442
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

3. Provide *assistance with preparing victim impact statements* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 135
- b. To date, how many clients actually received this service during your period of performance? 205
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

4. Provide *other criminal justice advocacy / support services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 2,334
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

5. Provide *in-person information and referral services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 484
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 90%
- d. Do you anticipate that your objective will be met by the end of your performance period? yes
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

6. Provide *telephone information and referral services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 2,253
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

7. Provide *assistance in obtaining an order of protection* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 3
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? yes
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

8. Provide *other emergency legal advocacy / support services* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 23
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

9. Provide *follow-up contact* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 1,723
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

10. Provide *assistance with filing compensation claims* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 300
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

11. Provide *crisis counseling* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 1,278
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

12. Provide *personal advocacy* to clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 443
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

If you indicated that your program would provide a direct service as an objective that is not listed above, please specify the service(s) and report progress for this objective(s) in questions 13 and 14.

13. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? \_\_\_\_\_
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your performance period? \_\_\_\_\_
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

14. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? \_\_\_\_\_
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your performance period? \_\_\_\_\_
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. \_\_\_\_\_

15. What were the successes of your program during the current performance period?

Beginning in August of 2003, our victim advocate assisted a female victim of Aggravated Criminal Sexual Assault. Our advocate provided a great deal of support to this victim. Our advocate assisted with SASETA health providers, crisis counseling, and court escort. After the trial, the victim stated that she could not have testified without the support she had received from our advocate.

August through December 2003, our bi-lingual victim liaison provided assistance to victims who would not have had the opportunity to have the criminal justice system translated in their own language. She assisted with emergency orders of protections, claims filed with the Attorney General's office, crisis counseling, and many other critical victim services.

Beginning in September of 2003, our victim liaison assisted a male victim of Mob Action and Robbery with emergency replacement of locks and medical compensation through the Illinois Crime Victim's Compensation. The victim liaison also provided in-depth crisis counseling on a weekly basis.

In October of 2003, our victim liaison assisted a victim of Residential Burglary. During the burglary, the victim shot the defendant. Our victim liaison spoke to the victim on a weekly basis and assisted him with writing a Victim Impact Statement. The victim stressed to our victim liaison how much his assistance had helped the victim in his recovery process.

In October of 2003, our victim liaison assisted a Spanish-speaking woman, who was a victim of domestic battery, with obtaining two new front teeth from a local dentist.

In November of 2003, our advocate assisted a victim on a Criminal Sexual Assault Case. Her assistance was very lengthy and complex, from the initial contact through the trial. The victim and her mother were very appreciative of all the services provided.

In December of 2003, our advocate received a call from a mother of a murdered victim from 2002. The mother filed for funeral compensation through the Attorney General's office but received no confirmation of approval. The advocate was able to find out the application was denied because of technicalities. After contacting the caseworker, funeral director, and the victim, the case was reopened and funeral compensation was provided to the mother.

In January of 2004, our victim advocate assisted a victim of Domestic Battery. The victim received extensive injuries that required medical treatment and caused her to miss a great deal of work. Due to the loss of work and medical bill, the victim acquired financial hardships. The advocate provided referrals for counseling, utility assistance, medical bill assistance, counseling, and medical care and prescription needs. The advocate was also able to speak with the medical providers and explain crime victim's compensation so they would not deny services.

In February of 2004, our victim liaison assisted a victim of Domestic Violence. The victim was having difficulty with the medical providers threatening to turn her over to collections if she did not pay her balance. The liaison called the medical providers and after speaking with three different representatives, a hold was finally put on the medical bills. The victim was fearful of seeing the defendant in court, so the victim liaison provided regular updates to the victim regarding the progress of the case.

In March of 2004, our victim advocate assisted a mother and daughter who were victims of Attempted Murder. The defendant poured gasoline on the two and threatened to light them on fire. The mother became emotionally distraught and worried about the defendant getting out, had problems getting medication filled, had problems sleeping, and overall problems leaving her comfort zone which became very small. The advocate was able to assist the victim with her medical and counseling needs through referrals and made the victim aware of the VEESA Act. The advocate provided regular escort to court dates. The case had to be reinstated due to a mistrial and the advocate was by the victim's side every step of the way.

In March of 2004, our victim advocate assisted a victim of three counts of Aggravated Criminal Sexual Assault, three counts of Criminal Sexual Assault, Aggravated Domestic Battery, Domestic Battery, and Unlawful Restraint. Due to the severe nature of the crime, the advocate provided information and assistance with counseling, Crime Victim's Compensation, SASETA, and VESSA. The advocate and victim spoke at lengths about the case, the victim's well being, and an array of other topics. Also the advocate accompanied the victim to court. The attorney was aware of all the hard work put in by the advocate and stated in an email, "I especially want you to know that your caring handling of the victim in this case kept her halfway sane for testimony."

In April of 2004, our victim advocate assisted a victim of Aggravated Battery. The defendant attempted to physically abort their baby. The victim was in need of assistance with medical bills, housing, utility bills, food referrals, childcare, court question, court escort, and empathetic listening, which were all provided by the victim advocate. Due to the amount of time the victim required, one of the victim liaisons also assisted with empathetic listening, court orientation, and court escort. The victim was very confused and many times changed her mind about her feelings toward the defendant. The victim advocate and liaison continued supporting the victim through her emotional turmoil. Eventually the defendant was found guilty and sentenced to prison. The victim embraced the liaison and stated she could have never made it through all of this without the program's help.

In May of 2004, our victim liaison assisted a victim of Predatory & Aggravated Criminal Sexual Abuse and her parents. The family had strong African accents and did not know much about the criminal justice system. The liaison was able to explain the court process and other question the family had. The liaison was able to provide the family with information about Illinois Automated Victim Notification System and local counseling agencies. The liaison also aided in the writing of the victim impact statement, updates in the court case, and provided weekly empathetic listening.

In June of 2004, our bilingual victim liaison assisted three victims of Domestic Battery and Home Invasion. The victims were unable to speak English. The victims acquired medical bills totaling nearly \$300,000. Due to the fact the victims did not have insurance the liaison set up a time for the victims to come in and file for Crime Victim's Compensation. The liaison contacted the Attorney General's office, the hospital, and other health care providers in order to obtain itemized billing and speak about the situation. The liaison also provided interpretation between the victims and the detectives regarding the case. The many efforts provided by the liaison helped break the language barrier that could have been an enormous problem.

In July of 2004, our victim advocate assisted a victim of Residential Burglary. The case involved three defendants who were friends of the victim's son. Additionally, the victim in the case recently had had brain surgery and was recovering. The defendants added to the victim's stress by calling and harassing her from the jail. The advocate was able to contact jail control and put a block on the victim's number. The defendants eventually plead guilty. The victim thanked the advocate, for her assistance and time. The victim felt the advocates assistance helped her to be able to focus on her recovery.

In August of 2004, our victim advocate assisted a victim of Aggravated Battery and Mob Action. Due to the incident the victim was unable to accomplish the requirements of his job. His employer demoted him and eventually terminated him. Due to the lack of income the victim was having difficulty keeping up with his rent and utility bills. The advocate made many referrals to local agencies, helped the victim file for Crime Victim's Compensation, and made phone calls to his employer, landlord, and utility companies. The local agencies assisted in some of his bills, but the victim had to sell his mode of transportation to pay his bills. The victim felt like he was falling into a state of depression, so the advocate referred him to counseling agencies. The advocate has had much contact with the victim over the phone and in person to aid in his recovery.

In September of 2004, our bilingual victim liaison assisted a victim of Aggravated Battery, Domestic Battery, and Unlawful Restraint. Given that the victim did not speak English, she was exceptionally confused by the criminal justice system and scared of the defendant. Our liaison was able to explain the court process and ease her mind. Our victim liaison aided with the victim's counseling needs, obtaining an order of protection, and acted as an interpreter in case proceedings.

In October of 2004, Margie Meegan-Jordan informed the victim liaison of a male whose son was killed by another juvenile who was in need of assistance. The liaison spoke with the father in the office about counseling needs and assistance with funeral expenses through Crime Victim's Compensation. The father needed someone to talk to that was not biased, which the liaison was able to provide. The liaison provided the father with updates on the case and empathetic listening, which the father needed. The father was very grateful for all the services provided by his victim liaison.

In November of 2004, the victim liaison assisted a victim of a hit and run. The victim was struck by a drunk driver and was trapped on top of the car for several blocks before being thrown from the car after the driver slammed on her brakes. The victim was hospitalized and missed much work. Due to the loss of wages, the victim was experiencing hardships with hospital bills, rent, and utility bills. The liaison was able to assist the victim in filing for Crime Victim's Compensation and made phone calls to the victim's employer, utility services, phone company, and hospital in attempts to put a hold and possibly reduce the bills. The liaison has had continual contact with the victim, updating him on the case and checking on his well being.

In December of 2004, our victim advocate assisted a victim of domestic violence. The victim was severely beaten by her boyfriend who caused two of her front teeth to be knocked out. The victim had no insurance or way of paying to repair her two teeth. The advocate was able to locate a dentist who would do the work for free, with a chance of being reimbursed through Crime Victim's Compensation or restitution. Previous to this incident the victim's sister was killed. Because of the great amount of stress the victim was under, the advocate provided empathetic listening and referrals to local counseling agencies. The advocate also provided the victim with court updates, which the victim responded, "Information can be such a peace of mind."

In December of 2004, the victim advocate became involved with two families. This case involved a double homicide in which two women were stabbed. The mother of one of the victims did not have the financial capability to have her daughter's body moved from the morgue to the funeral home. However, she was also experiencing difficulties finding a funeral home that would assist her with funeral arrangements. When she found a funeral that would help, I called the funeral home and explained the Crime Victims Compensation Fund through the Attorney General's Office and how they could possibly be compensated for their services. I then contacted the Attorney General's Office requesting emergency funds for the funeral home because they did move the body and provide a funeral service for the family of the victim. I sent the Crime Victims Department the necessary paperwork (signed application, funeral bills, death certificate, and police reports) to have the application processed immediately. The same day I spoke with the Attorney General's Office, the case manager indicated to me they were to make a recommendation to the Court of Claims for the full \$5,000 funeral benefit to be paid out



on the claim immediately. The advocate has been assisting the family to all of the court hearings. The victim advocate made contact with the second victim's family. The family lives in Tennessee and they were very thankful for the call from the VOCA advocate. The father stated they did not know what was going on and was not aware that anyone had been arrested or been charged. He said it would be very nice to be informed of the status of the case. The father stated he had to make a withdraw out of his retirement fund to pay for his daughter's funeral. The advocate submitted an application through the Attorney General's Office for re-imburements of the funeral expenses and continues to keep the family appraised of the status of the case.

16. What barriers did you experience in implementing your program and/or providing services during the current performance period? How did you respond to them?

We encountered many obstacles implementing our program. These obstacles include:

- 1) The original author of the grant, McLean County State's Attorney Charles Reynard, assumed a judgeship after the submission of the grant.
- 2) The new State's Attorney, William Yoder, needed time to review and assume responsibility for the grant.
- 3) Many revisions of the grant were required to meet the guidelines established by the Authority.
- 4) The McLean County Board had to apporve the grant and the matched funds provision.
- 5) In June 2003, a transformer exploded at the McLean County Law & Justice Center and employees were displaced from the building for one week. The next several weeks were devoted to court reorganization and scheduling. This process was ongoing while the building was under repair. Four floors were closed for over a month.

As of July 10, 2003, we were in a position to initiate the hiring process. At that time, we requested our grant period to reflect July 1, 2003 through June 30, 2005.

In June 2004, we proposed the following amendments to the grant. These amendments included:

- 1) Lower the court orientation and escort services from 30 per quarter to 10 per quarter
  - 2) Lower the emergency legal advocacy and order of protection category from 15 to 0.
- Please see the explanation for the drastic reduction:

The changes we requested to be adjusted were due to the Domestic Violence Unit of Neville House which is located in the State's Attorney's Office receiving a new grant. This grant provided for a full-time employee and two interns who assist with all emergency and plenary orders of protection. Neville House has also received another grant, which has supplemented an additional full-time employee. Due to the receipt of these grants, the VOCA advocates will no longer be needed to provide assistance regarding orders of protection. The advocates will continue to accompany victims to court and Order of Protection hearings upon request.

17. Is there anything else you would like us to know based on your experience during the current performance period? If so, please describe here.

We have received an over whelming support of the services offered by the victim advocates. Please see attached copies of cards, and letters of support:

(Please see enclosed hard copies)

This section will help us understand why your program is important to crime victims as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. What is the problem(s) identified among crime victims that come into contact with your agency that this program addresses? *(What do crime victims need that they would not get or would receive less of if this program were not continued?)*

Victims of violent crime (domestic and non-domestic) need extraordinary amounts of time and attention from criminal justice providers. They need to personally meet their providers, including internal advocates, prosecutors, and other collaborating agencies. These providers are currently unable to provide the individual time and attention that violent crime victims require in order to address their needs and have confidence in the criminal justice system.

2. How are you aware that this problem exists? *(Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use.)*

2003	Totals:	DV	Violent
Misdemeanor	2128	420	286
Felony	1307	113	220
2004	Totals:	DV	Violent
Misdemeanor	2350	472	338
Felony	1206	121	272

The source of the data supplied are as follows: The domestic violence statistics were supplied through a report called McLean County State's Attorney's Office Domestic Violence Statistic Report, authored by the McLean County State's Attorney's Office. The other statistics were provided to our office through a report called Felony and Misdemeanor Case Number List, authored by the McLean County Circuit Clerk's Office.

We believe the offense rates found in the above tables disclose that our community has a serious criminal violence problem. We also believe that our community has been exceptionally open to responding to the problem. We have experienced a high volume of need for victim support services, in which we have been unable to fully address. The McLean County Victim/Witness Service currently provides victim and witness notification services (court notification, restitution assistance, disposition reporting, etc.) to victims in felony, misdemeanor, juvenile, DUI, and major traffic cases. However, we frequently encounter victims of violent crime who express the need for more assistance with violent crime compensation applications, protection planning, and other services. This project would provide victims with one advocate providing a considerably wider range of client-centered services.

3. How will your program be affected if VOCA funds were not available?

Last year, with a staff of four, the Victim/Witness Service assisted 27,000 victims, witnesses, significant others, and police officers. Without VOCA funded advocates, in depth client-centered services could not be provided.

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match funded activities.**

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

To provide direct services to (CHECK ONE BELOW):

ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS

\_\_\_\_\_  
(Insert sub-population of clients here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank.

Example: *Provide court accompaniment to 6 victims each quarter.*

1. Provide crisis- counseling services to 300 clients each quarter.
2. Provide therapy to 0 clients each quarter.
3. Provide follow-up contact to 450 clients each quarter.
4. Provide support group services to 0 clients each quarter.
5. Provide in-person information and referral services to 30 clients each quarter.
6. Provide telephone information and referral services to 500 clients each quarter.

7. Provide criminal justice support / advocacy services to 500 clients each quarter.  
Of the clients indicated above, will any of them receive the following services? If so how many do you anticipate receiving the following services each quarter:

Criminal court orientation or criminal court escort services? 15

Information regarding criminal case status disposition or appearance notification services? 500

Assistance with preparing victim impact statement? 75

Assistance with childcare for clients while they are attending criminal court or other case proceedings? 0

Assistance with transportation to criminal court or other appointments regarding the criminal case? 0

8. Provide emergency legal advocacy services to 0 clients each quarter.  
Of the clients indicated above, will any receive assistance in obtaining an order of protection? If so how many do you anticipate receiving this service each quarter?  
\_\_\_\_\_

9. Provide emergency financial assistance to 0 clients each quarter.

10. Provide assistance in filing compensation claims to 50 clients each quarter.  
*(Although VOCA regulations mandate that your agency provides this service in order to receive VOCA funds, this objective should only be filled in if the VOCA funded position provides this service.)*

11. Provide personal advocacy to 100 clients each quarter.

12. Provide medical advocacy to 0 clients each quarter.

13. Provide crisis hotline counseling services to 0 clients each quarter.

14. Provide case management services to 0 clients each quarter.

**Objectives 15 and 16 are blank so that you may indicate other direct services not listed above. Please note you will be required to maintain data relative to these objectives and report their progress on your quarterly data report.**

15. Provide n/a services to n/a clients each quarter.

16. Provide n/a services to n/a clients each quarter.

The problem statement described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under this program will provide to crime victims.

Crisis Counseling:  
In-person crisis intervention  
Emotional support and guidance  
Follow Up Contact:  
Written communications with victims to offer emotional support  
Provide empathetic listening  
Check on a victim's progress  
Crisis Counseling:  
In-person crisis intervention  
Emotional support and guidance  
Follow Up Contact:  
In-person and telephone contacts  
Written communications with victims to offer emotional support  
Provide empathetic listening  
Check on a victim's progress  
Information and Referral (In-person):  
In-person contact with victims offering referrals and providing support  
Information and Referral (Telephone Contacts):  
Telephone contact with victims offering referrals and providing support  
Referral to short or long-term housing  
Referral to related support services for victims and family members  
Criminal Justice Support/Advocacy:  
Support, assistance, and advocacy provided to victims at any stage of the criminal justice process  
Court related support  
Court orientation  
Court escort  
Case appearance notification  
Case status and disposition information  
Assistance with completing the Victim impact statement  
Assistance with restitution  
Assistance with Property review and return  
Post-sentencing services and support  
Assistance in filing Compensation Claims:  
Providing assistance in the filing process  
Follow-up contact with the victim compensation unit on behalf of the victim  
Personal Advocacy:  
Assisting victims in securing rights and services from other agencies  
Intervening with employers, creditors, and others on behalf of the victim

2. How do the activities listed above benefit your target population?

Victims of violent crime (domestic and non-domestic) need extraordinary amounts of time and attention from criminal justice providers. They need to personally meet their providers, including internal advocates, prosecutors, and other collaboration agencies. These providers are currently unable to provide the individual time and attention that violent crime victims require in order to have confidence in the criminal justice system.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

The issues and barriers that we encountered at the beginning of our grant period have been addressed and we do not foresee these problems reoccurring.

4. What training needs have you identified for the staff funded under this program?

Continued training in the areas of domestic violence, sexual assault, Illinois Crime Victims Compensation and other related victim services should always be maintained.

5. How will you address those training needs? If unable to address those needs, please explain why:

The victim advocate and victim liasons will continue to attend free training and seminars whenever available.



**vii. Implementation Schedule**

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

<b>Activity/Service</b>	<b>Month Begun</b>	<b>Month Completed</b>	<b>Personnel Responsible</b>	<b>Frequency</b>
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
EXAMPLE Hire medical advocate	Month 1	Month 2	Coordinator	N/A
EXAMPLE Provide support groups	Month 2	Month 12	Advocate	Weekly
Interview candidates for the 2 victim liason positions	Month 1	Month 1	Director	N/A
Hire liasons	Month 2	Month 2	Director	N/A
Train liasons (Countering Domestic Violence, Sexual Assault, Case Management, and Illinois Crime Victims Compensation training)	Month 2	Ongoing	Director, Advocate, and corresponding Social Service Agencies	as needed
Provide client-centered services	Month 1	Ongoing	Advocate and Liasons	Daily
Maintain statistics	Month 1	Ongoing	Advocate and Liasons	Daily
Create Quarterly Reports	Month 3	Ongoing	Advocate and Director	Quarterly

**McLEAN COUNTY, ILLINOIS**  
Job Classification

Job Title:       Legal Assistant II  
Reports To:     Director of Victim/Witness Service & State's Attorney

**SUMMARY**

Under general supervision, this full-time position provides assistance and support to victims of felony, misdemeanor and domestic violence cases by offering more personal contact and advocacy than generally provided by current victim specialists. Considerable independent judgement and discretion is used in identifying and analyzing the needs of victims and in preparing for contact with the criminal justice system. Work is reviewed by the Director of the Victim/Witness Service and the State's Attorney for timely accomplishments of tasks, for overall results achieved, and the degree to which the work meets the needs of the respective case and trial.

**SUPERVISORY RESPONSIBILITIES**

This is a non-supervisory job classification, although guidance and training is exercised over the victim liaison personnel.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Provides intensive follow-up contact with crime victims during the entire law enforcement and criminal justice process, with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim/Witness Service.

Provides information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.

Provides intensive criminal justice support and advocacy over same time frame. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.

Provides extensive personal advocacy over the same time frame, assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.

Creates Quarterly Reports.

Operates standard office equipment, such as word processor, copiers, and calculators.

## KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of criminal court procedures and victim/witness dynamics.  
Some knowledge of legal principles, practices, and techniques.

Considerable knowledge of community service and law enforcement agencies for obtaining victim/witness assistance.

Considerable knowledge of principles and methods of providing advice and counseling.

Considerable skill in effective listening and communicating, problem solving and team work.

Considerable ability to deal compassionately and tactfully with victims and witnesses from varied socioeconomic backgrounds.

Skill in operating word processing and other standard office equipment.

Ability to understand and apply general guidelines to various legal requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to organize work and perform assignments under minimal direction.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

## MINIMUM EDUCATION AND EXPERIENCE

Possession of a Bachelors degree from an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field, and preferably 2-4 years experience in public contact work providing guidance and advice to the public, or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

## CERTIFICATED, LICENSES, REGISTRATIONS

Valid Illinois driver's license.

## PHYSICAL ATTRIBUTES/DEMANDS

Work requires sitting for long periods of time, standing, walking, bending, stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment. Some driving also required.

## WORK ENVIRONMENT

The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting. Driving a motor vehicle may also expose employee to normal risks of such activity.

**Lisa F. Cote**  
**305 E. North Street, Colfax, IL 61728**  
**(309) 723-6299**  
**lcote89@mchsl.com**

**Education:**

I have received an Associates Degree in Paralegal Studies from an accredited school: Midstate College, Peoria, IL, 1994

**Objective:**

I am currently enrolled at Illinois State University, Normal, IL. Bachelor's Degree in Criminal Justice to be completed.

**Work Experience:**

Victim Advocate: McLean County State's Attorney's Office within the Victim/Witness Service, Bloomington, IL (August 2003 - Present)

Services Provided:

**Crisis Counseling:**

In-person crisis intervention  
Emotional support and guidance

**Follow Up Contact:**

In-person and telephone contacts  
Written communications with victims to offer emotional support

Provide empathetic listening  
Check on a victim's progress

**Information and Referral (In-person):**

In-person contact with victims offering referrals and providing support

**Information and Referral (Telephone Contacts):**

Telephone contact with victims offering referrals and providing support

**Shelter/Safe House:**

Referral to short or long-term housing  
Referral to related support services for victims and family members

**Criminal Justice Support/Advocacy:**

Support, assistance, and advocacy provided to victims at any stage of the criminal justice process  
Court related support  
Court orientation  
Court escort

Case appearance notification  
Case status and disposition information  
Assistance with completing the Victim impact statement  
Assistance with securing restitution  
Assistance with Property review and return  
Post-sentencing services and support

Assistance in filing Compensation Claims:  
Making victims aware of the availability of crime victims  
Compensation  
Providing assistance in the filing process  
Follow-up contact with the victim compensation unit  
on behalf of the victim

Personal Advocacy:  
Assisting victims in securing rights and services from other  
agencies  
Locating emergency financial assistance  
Intervening with employers, creditors, and others on behalf  
of the victim

Administrative Assistant: McLean County State's Attorney's Office within the  
Victim/Witness Service, Bloomington, IL (November 2001 - August 2003)

Originates correspondence including:

Securing restitution information  
Disposition letters for Felony, Misdemeanor, Juvenile and DUI  
cases  
Battery letters to victims of misdemeanor battery  
Information, No Appearance, and Indictment letters for Grand Jury  
Parole Notifications to victims  
Information request letters to victims  
No Contact letters and copies of bond sheets to victims  
Victim/Witness Service information pamphlets  
Domestic Violence Personal Safety Plans  
Department of Corrections Victim Service pamphlets  
Registered Sex Offender victim notification  
Human Service Directory pamphlet – includes information  
regarding counseling, aid, and other related services within  
the community  
Explaining Disposition and Sentence pamphlets  
Road Through the McLean County Legal System pamphlet  
MADD pamphlets  
Guide to Battery Victims pamphlets  
Crime Victims Compensation Program pamphlets  
Identity Theft "Protection and Prevention" pamphlet  
Witness Information Guide pamphlet

- Assists in calling off victims and witnesses when a plea or continuance occur
- Assists in notifying victims of their court appearances
- Assists in locating victims by a variety of independent methods
- Prepare victims for court appearances by explaining the criminal justice system
- Assisting out of county witnesses with travel expenses, flight arrangements and hotel accommodations
- Duties include assisting the Director of the Victim/Witness Service

Judicial Secretary to a Circuit Court Judge: McLean County, Bloomington, IL  
(November 2000 - November 2001)

- Prepare a variety of legal documents: letters of opinion, memorandums, post-conviction orders, additional correspondents as needed
- Maintain and coordinate the court schedule
- Organize and distribute jury, pre-trial and case management dockets to attorneys and pro se litigants
- Perform as a liaison between judges, attorneys and the public
- Review case files for accuracy and obtain missing documents
- Manage court records, filing system, computer database and processing legal work

Paralegal: McLean County State's Attorney's Office, Child Support Division, Bloomington, IL (December 1999 - November 2000)

- Set child support cases for court
- Prepare court documents needed for court hearings
- Prepare the weekly court dockets
- Locate respondents and clients as needed
- Assist the attorney's in court
- Personal contact with respondents and clients at court hearings
- Assist clients with questions and or issues regarding public aid
- Create correspondents and make contacts with employers involving employment verifications

Victim/Witness Assistant: McLean County State's Attorney's Office, Bloomington, IL (September 1994 - December 1999)

- Notifies victims and witnesses of their court appearances
- Prepares victims and witnesses for court appearances (by explaining the criminal justice system and reduce anxiety by informal counseling)
- Locates witnesses by a variety of independent methods
- Provide updated address information to process servers
- Maintains records on chain of evidence

Communicates with: crime lab, police departments, social service agencies, witnesses, state's attorneys and others  
Make referrals as needed to social service agencies  
Originates correspondence including the securing of restitution information, calling off witnesses when pleas or continuances occur, assisting victims in the recovery of personal property and final dispositions or verdicts on jury trials  
Gaining support of employees to allow their employees to come to court without loss of pay  
Assisting the victims of violent crimes in obtaining compensation under the Illinois Crime Victim's Act  
Responsible for and oversee the operation of the misdemeanor division  
Assist in other divisions within the Victim/Witness Service as needed

**Accomplishments and Related Capabilities:**

Certified in Crisis Intervention  
Certified Domestic Violence Advocate by completion of the 40 hour domestic violence training program  
Certified LEADS Operator through the Illinois State Police  
Award of Recognition given by the McLean County Crimestoppers  
Hero of the Highway award given by The McLean County MADD Chapter  
Award of recognition for the most Outstanding Prosecutor Based Program within the State of Illinois: Presented to the McLean County Victim/Witness Service  
Self motivated with the ability to work thoroughly and effectively  
I am a hard worker and a quick learner  
Very capable and competent of working with a variety of people  
Willing to go the extra mile and dedicate myself to my duties  
I believe in a strong work ethic

**References:**

Supplied upon request



McLEAN COUNTY, ILLINOIS  
Job Classification

Job Title: Victim Liaison  
Reports To: Director of Victim/Witness Service & State's Attorney

**SUMMARY**

This contractual part-time position, presumably with Illinois State University and/or Illinois Wesleyan graduates or graduate students, will provide direct services to crime victims, in conjunction with the full-time Victim Advocate. Considerable judgement and discretion is used in identifying and analyzing the needs of crime victims under the guidance of the Victim Advocate. Work is reviewed by the Victim Advocate, the Director of the Victim/Witness Service and the State's Attorney.

**SUPERVISORY RESPONSIBILITIES**

This is a non-supervisory job classification.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

To provide direct contact with crime victims in direct support of the following "victim-centered prosecution services" performed by the full-time Victim Advocate:

Follow-up contact with crime victims during the entire law enforcement and criminal justice process, with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim/Witness Service.

Information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.

Criminal justice support and advocacy. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.

Assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.

Provide direct victim services to Spanish-speaking clients.

**KNOWLEDGE, SKILLS, AND ABILITIES**

Some knowledge of criminal court procedures and victim/witness dynamics. Some knowledge of legal principles, practices, and techniques.

Some knowledge of community service and law enforcement agencies for obtaining victim/witness assistance.

Considerable knowledge of principles and methodology of creating and implementing valid research models.

Considerable skill in effective listening and communicating.

Considerable ability to deal compassionately and tactfully with victims and witnesses from varied socioeconomic backgrounds.

Ability to understand and apply general guidelines to various legal requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

#### **MINIMUM EDUCATION AND EXPERIENCE**

Bachelors degree or a graduate student at an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field, and preferably 1-2 years experience in public contact work providing guidance and advice to the public, or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

#### **CERTIFICATED, LICENSES, REGISTRATIONS**

Valid Illinois driver's license.

#### **PHYSICAL ATTRIBUTES/DEMANDS**

Work requires sitting for long periods of time, standing, walking, bending, stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment.

**WORK ENVIRONMENT:** The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting,

**Jason Jerome Hollenkamp**  
99 West Phoenix Apt. 6  
Normal, IL 61761  
(618) 444-3887  
jhollenkamp@hotmail.com

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**EDUCATION:** Illinois State University  
Master of Criminal Justice, Currently Enrolled  
GPA: 3.83/4.0

Southern Illinois University of Edwardsville  
Bachelors of Science in Psychology, December 2002  
GPA: 3.40/4.0

**WORK EXPERIENCE:**

**State's Attorney's Office:** Victim Advocate, Bloomington, IL 2003-Present

- Provide advocacy to victims of violent crimes
- Court related support, orientation, and escort
- Assistance with Crime Victim's Compensation, Victim Impact Statements, and with property review and return
- Post-sentencing services and support

**Knights of Columbus:** Banquet Hall Manager; Highland, IL 2000-Present

- Interviewed and hired bartenders
- Trained new employees
- Established a successful ordering and inventory process
- Maintained bar records
- Purchased supplies and controlled inventory

**Super-Value Grocery:** Night Manager; Highland, IL 1996-2003

- Managed all evening business activities of the store
- Customer Service Representative
- Trained new employees
- Managed each evening's receivables
- Detected and detained shoplifters
- Maintained the store's appearance

**TRAINING:**

**IL Prosecutor-Based Victim Assistants Association 4<sup>th</sup> Annual Conference**

- Special Issues in Domestic Violence Cases
- Officer-Involved Domestic Violence
- Legislative Updates regarding Crime Victims
- Victim Impact Statements & Crime Victim Compensation

**11<sup>th</sup> Judicial Circuit Family Violence Coordinating Council**

- Sexual Assault Training

**40-hour Domestic Violence Training – Mid Central Community Action**

- Dynamics of Domestic Violence
- DV issues with Kids and Teens
- Listening / Communication / Hotline Skills
- Sexual Assault and Medical Advocacy
- Community Resources and Residential Services

**IVAA Committee Meeting**

- Guest Speaker

**3<sup>rd</sup> Annual Conference on Bias, Bigotry, Hate, and Terrorism in America**

- International Terrorism & Religion
- Role of Illinois State Police in Homeland Security
- Issues in Race
- Role of Law Enforcement in Civil Rights

**Hostage Negotiations Real Life Scenario – Officer Michael Jordan**

- Participated as perpetrator being talked down

**HONORS:** Alpha Phi Sigma: 2003-Present

-Recognizes outstanding academic achievement in criminal justice

- Volunteered for community projects including community cleanup and faculty/student fundraisers

Psi Chi Honors Society: 2002-Present

-Recognizes outstanding academic achievement in psychology

- Volunteered for community projects including food drives and faculty/student fundraisers

SIUE Dean's List: 2000-2002

**COMMUNITY SERVICE:**

Highland Jaycees: 2003-Present

- Volunteer work in community programs

Knights of Columbus: 2000-Present

- Volunteer in programs to make money for the community

**REFERENCES:** Available upon request

# MARIVEL ESCATEL

mescat@ilstu.edu

## Present Address

1500 Hancock Drive Apt #2  
Normal, IL 61761  
(815) 878-2009

## Permanent Address

1014 Indiana Avenue  
Mendota, IL 61342  
(815) 539-9481

## CAREER OBJECTIVE

To obtain a governmental position with the United States Department of State, and meanwhile capitalizing on Spanish communication skills.

## EDUCATION

08/2003—05/2005

**Illinois State University, Normal, IL**  
Master of Arts degree in Criminal Justice Sciences  
4.0/4.0 GPA

08/1999—08/2003

**Illinois State University, Normal, IL**  
Bachelor of Arts degree  
Criminal Justice Sciences & Foreign Languages—Spanish double major

- Magna Cum Laude
- University Honor Scholar
- Departmental Honor Scholar in Criminal Justices Sciences

04/2001—06/2001

**Universidad Complutense de Madrid, Madrid, Spain Europe**

- Participated in a study abroad program
- Resided with a Spanish host family
- Enrolled full-time in Spanish undergraduate studies at the advanced level

## WORK EXPERIENCE

08/2003—present

**Bilingual Victim Advocate—Graduate Assistantship**  
McLean County State's Attorney's Office, Bloomington, IL

- Provide criminal justice support and advocacy, such as court orientation, court escort, case status and disposition information, and crisis counseling to victims of domestic violence and violent crimes
- Provide assistance filing crime victim's compensation claims
- Interpreter and translator regarding grand jury, court hearings, and interviews with detectives concerning criminal investigations with victims
- Provide referrals to agencies and shelters on behalf of victims and locate emergency financial assistance

01/2005—present

**Student Intern—Illinois Coalition of Immigrant and Refugee Rights**  
Western Avenue Community Center, Bloomington, IL

- Assist legal permanent residents become U.S. citizens
- Explain the citizenship process to Spanish-speaking clients

- Assist contacting local organizations in order to provide citizenship information to eligible candidates within McLean County

05/2003—12/2003

**Student Intern—Youth Prevention Program,**  
Catholic Charities, Bloomington, IL

- Youth Advocate
- Co-facilitate group meetings
- Mandated reporter regarding neglected and abused children

09/2003—07/2004

**Waiter, Radisson Hotel & Conference Center, Bloomington, IL**

- Catered food to a range of social gatherings and events
- Facilitated a training session regarding work ethics for Spanish speaking employees

01/2000—05/2003

**Monitor, Illinois State University, Normal, IL**

- Supervised computer laboratory

### **EXTRA-CURRICULAR ACTIVITIES**

01/2004—present

**Interpreter, Western Avenue Community Center, Normal, IL**

10/2003—present

**Graduate Representative, Illinois State University Search Committee**

08/2001—present

**Member, Alpha Phi Sigma-Criminal Justice Honors Society**

10/2004—10/2004

**Volunteer, Domestic Violence Awareness Month, Normal, IL**

08/2001—05/2003

**Member, The Honors Program, Sigma Delta Pi-Spanish Honors Society,  
and The National Society of Collegiate Scholars**

08/2001—02/2002

**Mentor, McLean County Juvenile Detention Center, Normal, IL**

### **AWARDS & RECOGNITIONS**

Illinois Consortium Educational Opportunity Program recipient

Hispanic Scholarship Fund recipient

Donald McHenry Fellowship recipient

Illinois State University Honors Program recipient

Honors Research Mentorship recipient

- Participated in a 3-week Cultural Study Seminar Program in China
- Attended bi-weekly seminars prior to journey

Received the Cycle of Domestic Violence Certificate, August 2003

- Participated in a 40-hour domestic violence training

Law Enforcement Agencies Data System (LEADS) Certificate, August 2003

- Completed the Illinois State Police computer based training

### **REFERENCES**

Available upon request.

**MARIVEL ESCATEL**

mescat@ilstu.edu

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: **McLean County / McLean Co. State's Attorney's Office**  
 Agreement #: **204086**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Victims Of Crime Act (VOCA)	\$43,500
	Subtotal:	\$43,500
<b>Match:</b>	McLean County / McLean Co. State's Attorney's Office	\$10,875
	Subtotal:	\$10,875
<b>Over Match:</b>	McLean County / McLean Co. State's Attorney's Office	\$8,351
	Subtotal:	\$8,351
	<b>GRAND TOTAL</b>	<b>\$62,726</b>





EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
<b>TOTAL EQUIPMENT COST</b>						\$ -

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.  
 (See Attached Budget Instructions)

Budget & Budget Narrative	McLean County / McLean Co. State's Attorney's Office	Agreement#	204036			
COMMODITIES	Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
	N/A	\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>						
				\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
N/A				\$ -	\$ -	\$ -
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>						\$ -

\* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

CONTRACTUAL	Months On Program	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service					\$ -	\$ -	\$ -
Telephone Service					\$ -	\$ -	\$ -
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees					\$ -	\$ -	\$ -
Other: (Specify)					\$ -	\$ -	\$ -
Other: (Specify)					\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Victim Liaison	12	8.92	80		\$ 6,454.00	\$ 2,110.00	\$ 8,564.00
Victim Liaison	12	8.92	80		\$ 6,454.00	\$ 2,110.00	\$ 8,564.00
County of McLean					\$ -	\$ -	\$ -
<b>TOTAL CONTRACTUAL COST</b>					\$ 12,908.00	\$ 4,220.00	\$ 17,128.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

The federal funds of \$12,908.00 and match funds of \$4,279 will provide salaries for 2 Victim Liaisons each working 20 hours per week for 12 months at a rate of \$8.92 per hour. Duties for these positions will include: In-person crisis intervention, emotional support and guidance. Assistance and advocacy provided at every stage of the criminal justice process including case status, court escort, and disposition information. Assistance with completing Victim Impact Statements and filing compensation claims. General advocacy in securing rights and services from other agencies.

	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 30,592.00	\$ 15,006.00	\$ 45,598.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 12,908.00	\$ 4,220.00	\$ 17,128.00
<b>TOTAL COST</b>	\$ 43,500.00	\$ 19,226.00	\$ 62,726.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 204036**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	0.000%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$37,682.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$2,883</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$2,850.00
RETIREMENT/PENSION	\$2,183.00
Total Flat Rate Fringe	\$5,033.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$5,033</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$7,916</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Renner/Owens moved the County Board approve a Request for Approval of Interagency Agreement between the County of McLean on Behalf of the Office of the State's Attorney and the Illinois Criminal Justice Information Authority for the Implementation of the Law Enforcement and Prosecutor-Based Victim Assistance Services Program – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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# STATE OF ILLINOIS



## CONTRACT FOR PURCHASE OF SERVICES

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**CONTRACT FOR PURCHASE OF SERVICES**

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Attachment A – Qualification Form

Attachment B – Business and Directory Information

Attachment C – Department of Human Rights (DHR) Public Contract Number

Attachment D – Minority, Female, Person with Disability Status and Subcontracting

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**CONTRACT FOR PURCHASE OF SERVICES**

The following pages, including any attachments or amendments, will constitute the binding and enforceable Contract between the Agency/Buyer and the Vendor based upon any negotiations. The Contract is arranged as follows:

1. **DEFINITIONS**
2. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
3. **SERVICES REQUIRED FROM THE VENDOR:** The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address.
4. **CONTRACT PRICING:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Expenses, (3) Payment Terms and Conditions, (4) Discounts, (5) Tax Exemption.
5. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
6. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
7. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
8. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

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**1. DEFINITIONS**

Whenever used in this Contract, or amendment, including schedules and exhibits to this Contract, the following terms will have the meanings defined below.

- 1.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.
- 1.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 1.3 Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 1.4 CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 1.5 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 1.6 Contract:** the "Contract for Purchase of Services."
- 1.7 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.
- 1.8 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 1.9 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 1.10 Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 1.11 Parties:** the State of Illinois and the Vendor.

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- 1.12 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
- 1.13 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 1.14 Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.

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**2. AGENCY/BUYER AND VENDOR CONTACT PAGE**

VENDOR		AGENCY/BUYER	
Name:	MCLEAN COUNTY STATE'S ATTORNEY	Name:	<u>DEPARTMENT OF CHILDREN AND FAMILY SERVICES</u>
Title:	LEGAL SERVICES	Title:	_____
Date:	07/01/05-06/30/06	Date:	_____
Address:	104 W FRONT ST BLOOMINGTON, IL 617015005	Address:	<u>406 E MONROE ST</u> <u>SPRINGFIELD, IL</u> <u>62701</u>
Phone:	<u>309-888-5402</u>	Phone:	<u>217/785-3930</u>
TDD:	<u>5431</u>	TDD:	_____
Fax:	<u>309-888-5429</u>	Fax:	<u>217/782-3796</u>
E-mail:	<u>william.yoder@mcleancountyil.gov</u>	E-mail:	_____

*(fill out below fields if additional contact information is necessary)*

Name:	<u>Stephanie Wong</u>	Name:	_____
Title:	<u>Asst. State's Attorney</u>	Title:	_____
Date:	<u>7/01/05-06/30/06</u>	Date:	_____
Address:	<u>104 W. Front St.</u> <u>Bloomington, IL</u> <u>61701-2400</u>	Address:	_____
Phone:	<u>309-888-5700</u>	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	<u>309-888-5429</u>	Fax:	_____
E-mail:	<u>stephanie.wong@mcleancountyil.gov</u>	E-mail:	_____

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**3. SERVICES REQUIRED FROM THE VENDOR**

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information will constitute the terms of the Contract.

**3.1. Need For Services**

*[Agency/Buyer to fill in statement of needs]*  
SEE ATTACHED PROGRAM PLAN, DCFS EXHIBIT I

**3.2. Goals and Objectives**

*[Agency/Buyer to fill in goals and objectives of contract]*

**3.3. Services Required**

*[Agency/Buyer to fill in specifications and requirements for contracting needs]*  
*[Should include: quantities; quality control; order and delivery schedule; and other contracting specifications]*

**3.4. Milestones and Deliverables**

*[Agency/Buyer to fill in any Milestones and/or Deliverable Specifications]*

**3.5. Reporting, Status and Monitoring Specifications**

*[Agency/Buyer response]*

**3.6. Staffing Specifications**

*[Key personnel]*

**3.7. Where Services are to be Performed**

*[Agency/Buyer response]*

**3.8. Other Specifications**

*[Agency/Buyer response: Possible criteria could be "Time Repair, Service and Maintenance Specifications" and "Quality Assurance and Performance Monitoring Specifications."]*

SEE ATTACHED BOILERPLATE, DCFS EXHIBIT H

**3.9. Term of Contract**

*[Agency/Buyer response to include beginning and end date of initial term, renewal terms, and early termination terms.]*

07/01/05-06/30/06



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**5. TERMS AND CONDITIONS**

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

**5.1 BILLING AND PAYMENT**

**5.1.1 BILLING:** The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

5.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

5.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

5.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

**5.1.2 PAYMENT:**

5.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

5.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

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- 5.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 5.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
- 5.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (**30 ILCS 500/25-60(b)**). We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (**820 ILCS 130/4(a)**).
- 5.1.3 DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.
- 5.1.4 SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (**15 ILCS 405**). The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.
- 5.1.5 AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for



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- 5.4.1.1 Any breach of this Contract;
  - 5.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
  - 5.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
  - 5.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
  - 5.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;
  - 5.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - 5.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.
- 5.4.2 **SURVIVES TERMINATION:** Indemnification obligation of the parties shall survive termination of this Contract.
- 5.4.3 **LIABILITY:** Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.
- 5.4.4 **LEGISLATIVE CHANGES:** The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good

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of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

5.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

5.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

5.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.3.6 **SURVIVES TERMINATION:** Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

**5.4 INDEMNIFICATION AND LIABILITY**

5.4.1 **BY THE VENDOR:** The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

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**5.3 CONFIDENTIALITY AND WORK PRODUCT**

- 5.3.1 CONFIDENTIALITY:** Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:
- 5.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;
  - 5.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - 5.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;
  - 5.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;
  - 5.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.
- 5.3.2 CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED:** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency/Buyer.
- 5.3.3 SUBPOENA:** In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information.
- 5.3.4 REPORTING UNAUTHORIZED DISCLOSURES:** The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information.
- 5.3.5 USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:
- 5.3.5.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation

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review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

- 5.2.7.3 Where Vendor is providing professional and/or artistic services, names and addresses of all subcontractors utilized by Vendor shall be listed in an addendum to this Contract together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this Contract (**30 ILCS 500/35-40**).
- 5.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.
- 5.2.8 **LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.
- 5.2.9 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.
- 5.2.10 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 5.2.11 **TAX COMPLIANCE:** Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- 5.2.12 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.
- 5.2.13 **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

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the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

**5.2.4 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

**5.2.5 RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

**5.2.6 ASSIGNMENT AND DELEGATION:**

5.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

5.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

**5.2.7 USE OF THIRD PARTIES:**

5.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

5.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for

# STATE OF ILLINOIS

## CONTRACT FOR PURCHASE OF SERVICES

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any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

### 5.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

**5.2.1 CONSULTATION:** Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

#### 5.2.2 PERFORMANCE REVIEWS:

5.2.2.1 The State or Agency/Buyer may conduct a post performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

5.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

5.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

**5.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for

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faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

**5.4.5 JOINT AND SEVERAL LIABILITY:** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

### 5.5 WARRANTIES

**5.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW:** All warranties made by the Vendor in all provisions of this Contract, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

**5.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract

**5.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner

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and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

- 5.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 5.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.
- 5.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.
- 5.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- 5.5.8 EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.
- 5.5.9 INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- 5.5.10 TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- 5.5.11 SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.



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**5.6 INSURANCE**

**5.6.1 INSURANCE:** Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence) Vendor must inform the Agency/Buyer and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Agency/Buyer. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

**5.7 VENDOR STATUS AND QUALIFICATIONS**

**5.7.1 BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**5.7.2 LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.7.2.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any

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- other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 5.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 5.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 5.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 5.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 5.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**
- 5.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.

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- 5.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 5.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- 5.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 5.7.3 CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's
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obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 5.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 5.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
- 5.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.
- 5.7.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.
- 5.7.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 5.7.6 **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and

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Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

**5.8 TERMINATION OF CONTRACT**

**5.8.1 TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE:** The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

5.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

5.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

**5.8.2 TERMINATION FOR CAUSE WITH NOTICE:** The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

5.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

5.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

5.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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- 5.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- 5.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or
- 5.8.2.7 The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
- 5.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency/Buyer's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE:** Following fifteen (15) days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.
- 5.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:
- 5.8.4.1 Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;
- 5.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;
- 5.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;
- 5.8.4.4 The Agency/Buyer's duties are substantially modified.
- 5.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER:** In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and

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for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

- 5.8.5.1 The payment of unemployment compensation to the Vendor's employees;
- 5.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**5.8.6 VENDOR'S TERMINATION DUTIES:** The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

- 5.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;
- 5.8.6.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
- 5.8.6.3 Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.8.6.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- 5.8.6.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

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**5.9 GENERAL PROVISIONS**

- 5.9.1 TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
- 5.9.2 NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.
- 5.9.3 APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS.205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 5.9.4 ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 5.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances



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CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

- 5.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 5.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.
- 5.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 5.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.
- 5.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 5.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Contract, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 5.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 5.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such

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determination shall not affect the validity or enforceability of any other part or provision of this Contract.

- 5.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 5.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 5.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 5.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 5.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 5.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 5.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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**6. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS**

*[Agency/Buyer to fill in any Supplemental Terms and Conditions or Agency-specific definitions]*

SEE ATTACHED

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8. SIGNATURE PAGE: CONTRACT FOR PURCHASE OF SERVICES

This contract ("Contract") is made and entered into as of the 1st day of July, 2005, by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, Department of Children and Family Services ("Agency" "Buyer" or "Agency/Buyer") and McLean County State's Attorney ("" or "Vendor").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

Vendor (Company Name and D/B/A):

McLean County State's Attorney

Signature

William A. Yoder

Printed Name

Title: State's Attorney Date: \_\_\_\_\_

Approved:

Michael F. Sweeney, Chairman  
McLean County Board

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

Attest:

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

Agency/Buyer (Name):

\_\_\_\_\_

Signature

Printed Name

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

Dept of Central Management Services  
(if applicable)

Signature

Printed Name

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

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

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Attachment A  
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

McLean County State's Attorney

x  
Signature: William A. Yoder Date: States Attorney  
Printed Name: Suite 605, 104 W. Front Street Title:  
Address: Bloomington, IL 61701  
City/State: 309-888-5402 Zip Code: 309-888-5429  
Telephone: william.yoder@mcleancountyil.gov Facsimile:  
E-mail:

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**Attachment B**  
**Business and Directory Information**

(a)	Name of Business (Official Name and D/B/A)	McLean County State's Attorney
(b)	Business Headquarters (include Address, Telephone and Facsimile)	Suite 605, 104 W. Front St., Bloomington, IL 61701
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent	—
(d)	Billing Address	Suite 605, 104 W. Front St., Bloomington, IL 61701
(e)	Name of Chief Executive Officer	William A. Yoder
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)	William A. Yoder, same as above, 309-888-5422
(g)	Company Web Site	www.mcleancountylil.gov
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. – should be the same as on the Taxpayer ID form below)	Government Agency
(i)	Length of Time in Business	N/A
(j)	Annual Sales (for most recently completed Fiscal Year)	N/A
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)	45
(l)	Type of and description of business	Represent People of Illinois in prosecution of crimes
(m)	State of incorporation, state of formation or state of organization	N/A
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP	N/A
(o)	Identify the Vendor's accounting firm	Clifton Sunderson Company
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration, to do business in Illinois and the name of the Vendor's registered agent in the State.	N/A

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Attachment C

Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): \_\_\_\_\_

N/A - Government Agency

DHR Public Contracts Number: \_\_\_\_\_

\_\_\_\_\_(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

**NOTICE:**

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)). Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

**IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.**

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the internet at [http://www.state.il.us/cms/1\\_selling/vendfrms.htm](http://www.state.il.us/cms/1_selling/vendfrms.htm). In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

ATTACHMENT C – Department of Human Rights (DHR) Public Contract Number

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Attachment D

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

*N/A - Government Agency*

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes" check each that applies:

Category:  
Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

<u>Certifying Agency:</u>		<u>Category:</u>
Department of Central Management Services	_____	Minority _____
Women's Business Development Center	_____	Female _____
Chicago Minority Business Development Council	_____	Person with Disability _____
Illinois Department of Transportation	_____	Disadvantaged _____
Other (please identify): _____		

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes \_\_\_\_\_ (attach copy) No \_\_\_\_\_

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified vendors you plan to use.



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**Attachment E**  
**Conflicts of Interest Disclosures**

**Instructions.** The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

**Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.**

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

**Vendor Information**

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:	McLean County State's Attorney
D/B/A (if used):	N/A
Name of any Parent Organization:	N/A
Address:	Suite 605, 104 W. Front St., Bloomington, IL 61701
Contact Person:	William A. Yoder
Name:	State's Attorney
Title:	same as above
Address:	
Telephone/Fax:	309-888-5402 / 888-5429

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**CONTRACT FOR PURCHASE OF SERVICES**

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**Section 1: Section 50-13 Conflicts of Interest**

**(a) Prohibition.** It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [**\$90,414.60**], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

**(b) Interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (**\$150,691.00**), to have or acquire any such contract or direct pecuniary interest therein.

**(c) Combined interests.** It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [**\$301,382.00**], to have or acquire any such contract or direct pecuniary interest therein.

**(d) Securities.** Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

**(e) Prior interests.** This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

**(f) Exceptions.**

**(i) Public aid payments.** This Section does not apply to payments made for a public aid recipient.

**(ii) Teaching.** This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

**(iii) Ministerial duties.** This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

**(iv) Child and family services.** This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor

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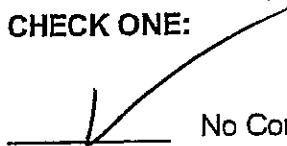
CONTRACT FOR PURCHASE OF SERVICES

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child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) **Licensed professionals.** Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

**CHECK ONE:**



No Conflicts Of Interest



Potential Conflict of Interest (*If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.*)

**STATE OF ILLINOIS**  
**CONTRACT FOR PURCHASE OF SERVICES**

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**Section 2: Disclosure of Financial Interest in the Vendor**

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

**(a) General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank , skip Section 3, but complete Section 4.

Ownership exceeding 5% (  )  
Ownership value exceeding \$90,414.60 (  )  
Distributive Income Share exceeding 5% (  )  
Distributive Income Share exceeding \$90,414.60 (  )

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

For each individual identified above, show the dollar value of the ownership interest: \$ \_\_\_\_\_ or the proportionate share of the ownership interest: \_\_\_\_\_% and the type of ownership/distributable income share:

Sole Proprietorship \_\_\_\_\_  
Stock \_\_\_\_\_  
Partnership \_\_\_\_\_  
Other (explain) \_\_\_\_\_

*\*For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

1% \_\_\_\_\_  
1 up to 2% \_\_\_\_\_  
2 up to 3% \_\_\_\_\_  
3 up to 4% \_\_\_\_\_  
4 up to 5% \_\_\_\_\_  
and in additional 1% increments as appropriate \_\_\_\_\_%

*For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:*

0.5% or less \_\_\_\_\_  
>0.5 to 1.0% \_\_\_\_\_  
>1.0 to 1.5% \_\_\_\_\_  
and as appropriate in additional 0.5 increments \_\_\_\_\_%

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**(b) Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k \_\_\_\_\_, 20f \_\_\_\_\_, or 40f \_\_\_\_\_.

**(c) Privately held corporations with more than 400 shareholders.** These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

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Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes \_\_\_ No \_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

Explanation of potential conflicts of interest:

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Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

- Ill. Dept. of Public Aid, Contract for Child Support Enforcement
- Ill. Criminal Justice Information Authority, Contract #601170-<sup>for</sup> Domestic Violence
- Ill. Criminal Justice Information Authority, Contract #202036, for crime victim assistance services.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

- Ill. Criminal Justice Information Authority, pending contract #204036, for crime victim assistance services for July 1, '05 thru June 30, '06.

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**Attachment F**  
**Taxpayer Identification Number**

I certify that:

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

Name (Printed): McLean County State's Attorney

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_  
or  
Employer Identification Number 37-6001569

Legal Status (check one):

Individual

Governmental

Sole Proprietorship

Nonresident alien

Partnership/Legal Corporation

Estate or Trust

Tax-exempt

Pharmacy (non-corporate)

Corporation providing or  
billing medical and /or  
health care services

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation NOT providing  
or billing medical and / or  
health care services

Other \_\_\_\_\_



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**Attachment G**  
**Information Regarding Terminations, Litigation and Debarment**

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination. *NONE*
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor. *NONE*
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity. *NONE*
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency. *NONE*
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances. *NONE*

**EXHIBIT H**  
**STATE OF ILLINOIS**  
**\*DEPARTMENT OF CHILDREN AND FAMILY SERVICES\***  
**CONTRACT FOR PURCHASE OF SERVICES**  
**ADDENDUM**

The following clauses are added to the State of Illinois - Contract For Purchases of Services with the Illinois Department of Children and Family Services, hereinafter referred to as the "Department" and are hereby incorporated into this contract with the signatures of the service vendor and duly authorized representatives of the Department.

1. The Contractor agrees to deliver services to the Department as stipulated in the attached "Description of Services " or "Program Plan."
2. The Contractor Fiscal Year is from 7/1/05 to 6/30/06.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.
5. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
6. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.
7. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
8. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
9. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
10. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
11. The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.
12. The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.
13. **Office of the Inspector General**
  1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
  2. In cooperation with the OIG, the Contractor agrees to the following:

- a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
  - b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
  - c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
  - d) To allow and encourage employees to speak to the OIG regarding pending investigations.
14. The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor 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 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
15. The Contractor certifies that it will create and adopt a Conflict of Interest Policy that reflect the specifications outlined in Department Rule 437, Conflict of Interest.
16. No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
17. The contractor certifies that a criminal history check via fingerprints of persons age 18 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The contractor further acknowledges that the Department may declare the contract void if this certification is false.
18. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
19. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.

## EXHIBIT I

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS AND MCLEAN COUNTY, ILLINOIS

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

#### A. SERVICES

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
  - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
  - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
  - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
  - d. Such other services as reasonably related to child abuse matters or issues.

#### B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

# EXHIBIT I

## C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2005 through June 30, 2006 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and on office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but no limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E) DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

# EXHIBIT I

## D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

## E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

## EXHIBIT I

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

### **F. REPORTING REQUIREMENTS**

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

# EXHIBIT I

## G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

## H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

## I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.



EXHIBIT I

J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MCLEAN COUNTY STATE'S ATTORNEY

BY: \_\_\_\_\_

William Yoder  
State's Attorney of  
McLean County, Illinois

EXHIBIT I

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

\_\_\_\_\_  
(Signature)

William A. Yoder  
(Print Name)

104 W. Front St. Suite 605  
Street Address

37-6001569  
(Social Security Number)  
(FEIN Number)

McLean County State's Attorney  
Title

Bloomington, 61701  
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: \_\_\_\_\_  
Elizabeth F. Yore, General Counsel

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Bryan Samuels, Director

\_\_\_\_\_  
Date

Members Renner/Harding moved the County Board approve a Request for Approval of a Contract between the McLean County State's Attorney's Office and the Illinois Department of Children and Family Services (DCFS) to Provide Attorney Services for Child Abuse Matters - State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report may be found on pages 254-264.

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

**RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING THE RECOMMENDATIONS  
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Ellsworth- \$1000
- City of LeRoy- \$ 1000
- Village of Danvers- \$ 1000
- Village of Colfax- \$ 1000
- City of Lexington- \$ 1000
- Village of Saybrook: \$ 1000
- City of Chenoa- \$ 1000
- Village of Downs- \$ 1000
- Village of Bell Flower- \$ 1000
- Village of Hudson- \$1000

2) Central Catholic High School for enhancing school recycling program- \$1000

3) City of Bloomington for Tire Amnesty Day- \$5457.75

4) Municipal Composter sale through Norseman Plastics Company- \$4000

WHEREAS, the Land Use and Development Committee, at its regular meeting on June 9, 2005, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

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

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Ellsworth- \$1000
- City of LeRoy- \$ 1000
- Village of Danvers- \$ 1000
- Village of Colfax- \$ 1000
- City of Lexington- \$ 1000
- Village of Saybrook: \$ 1000
- City of Chenoa- \$ 1000
- Village of Downs- \$ 1000
- Village of Bell Flower- \$ 1000
- Village of Hudson- \$1000

2) Central Catholic High School for enhancing school recycling program- \$1000

3) City of Bloomington for Tire Amnesty Day- \$5457.75

4) Municipal Composter sale through Norseman Plastics Company- \$4000

2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of June, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Gordon/Renner moved the County Board approve a Request for Approval of the McLean County Solid Waste Management Technical Committee's Request to Approve Grant Awards from the McLean County Solid Waste Management Fund. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Lawrence Reece in case SU-05-10, parcel (22) 08-11-100-023. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Section 11, Township 25N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Money Creek Township immediately northeast of the intersection of 2450 North Road and 2250 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 7, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 20 acre property is in crop production and pasture. The property is relatively flat and drains to the north. The property has approximately 25 feet of frontage on the north side of 2450 North 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 A-Agriculture District. The land to the north, east and west is used as a nature preserve. The land to the south is in part used as a nature preserve and in part for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 95 out of 125 points. The site assessment score was 130 out of 175 points. The total LESA score was 225 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

**TESTIMONY:** - The attorney for the Parklands Foundation, owner of the adjacent land to the north, south, east and west that is in a nature preserve, testified that the proposed residence would be detrimental to their nature preserve. The attorney submitted a letter from Angelo Capparella, Associate Professor of Biology, Illinois State University. The letter explained the negative impacts on the Parklands Foundation nature preserve if the proposed residence is built. The letter explained the edge effect of a residence on a nature preserve that causes habitat fragmentation that penetrates into the nature preserve.

The owners, who are farmers, of the adjacent land to the south that is in crop production testified that the subject property was formerly in crop production; they submitted a 1984 aerial photo showing it in crop production, and testified that they objected to the proposed residence since the subject property is suitable for crop production and since they believe the residence will have a negative impact on the area.

Staff recommended that the application did not meet five of the seven standards.

**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 proposing to build a single family dwelling on two acres of the 20 acre property. Part of the property will be planted into a wild life food plot, part in grass plantings and part in new trees. The wooded area and the open space will be preserved on most of the property.
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. One residence on the property will not negatively impact the use of adjacent property for agriculture and a nature preserve. The wooded area and the open space will be preserved on most of the property. The proposed development plan will limit erosion of the erodable soils.
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. One residence on the property will not negatively impact the use of adjacent property for agriculture and a nature preserve.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 25 feet of frontage on the north side of 2250 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 proposed entrance. The applicant has obtained approval for an entrance from the Money Creek Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, none opposed and three members were absent.

Respectfully submitted this 7<sup>th</sup> day of June 2005, McLean County Zoning Board of Appeals

(Joe Elble)  
\_\_\_\_\_  
Chair

Joe Elble, Acting Chair  
Tony Wheat  
David Kinsella  
Dale Williamson, Alternate  
Michael Kuritz

Members Gordon/Hoselton moved the County Board approve the Request for Approval of the Application of Mr. Lawrence Reece in case SU-05-10 for a Special Use on land undesirable for Agricultural uses on property which is part of Section 11, Township 25N, Intersection of 2450 North Road and 2250 East Road, which was pulled from the consent agenda. Because motions should be phrased positively I will move approval of the application with the request to speak to that motion if there is a second. Member Gordon stated the following: for procedural reasons only, I made the motion because I intend to speak in opposition to the motion. This comes to us from the ZBA as you have seen on 8, 9, and 10 of your packet, with a unanimous positive recommendation. The accompanying documentation in our packet indicates the seven criteria are met. That is a requirement for a positive recommendation for the Zoning Board of Appeals. The staff report from Mr. Dick in the Department of Building and Zoning, which has been available to some of us, initially presented an assessment where, of the seven standards, only one was met. A second standard, number four, may be met, and the other five standards were not met. For whatever reason, the ZBA saw fit to make a positive recommendation that this special use permit be approved. There is indication on the aerial photo which is part of the information that came to us with our packet that the subject property is surrounded on all four sides, on three sides totally, by the Parklands Nature Preserve, and on part of the fourth side by Parklands Nature Preserve, and a small section, not insubstantial, is in crop production. This is an unusual case. Many times when ZBA sends recommendations forward, the County Board appropriately goes along with those recommendations and supports them. This is an instance where I believe the County Board would do the appropriate thing to reject the recommendation of the ZBA. I call for that action this morning, reluctantly. This is not something that I am very comfortable doing. Many of us are very supportive of the ZBA and the work that they have done, but there is a relatively short history here which suggests that the recommendation coming to us from the ZBA may have been made in light of a variety of considerations, perhaps in the minds of some of the five members who recommended the action. It was a close call for them. That's possible. I don't know because I have not spoken to those members. The decision made at the ZBA didn't take sufficiently into account the points raised in objection. The Parklands area around this subject property is a nature preserve that would be, I think, quite clearly adversely affected by construction of the proposed residence on this 20-acre tract. Parklands bid on this property some years ago and did not have its bid accepted. Parklands, in other words, wanted this property to be part of Parklands, and while I have no question about Mr. Reece's good intentions, I believe the recommendation coming to us from the ZBA is not the appropriate recommendation given the large picture and total set of circumstances surrounding physically, as well as philosophically, the subject property of which Mr. Reece is the current owner. I moved the approval for procedural reasons but I oppose the recommendation of the ZBA and I would urge Members respectfully to reject this recommendation. Member Renner stated the following: I would like to echo Chairman Gordon's opposition to this. I too believe that we should reject



this, but I wonder if we could ask Mr. Phil Dick to speak to the staff support on precisely why, in their assessment, only one of the seven, rather than all seven of the requirements, were met. Mr. Dick stated the following: there are seven standards that should be met with regards to special uses and the staff typically will deliver a report about those standards to the Zoning Board and then the Zoning Board will listen to other assessments to make their evaluation. As you stated, five of the standards, as far as staff was concerned, were not met and I will read them if that is what you are requesting. Chairman Sweeney stated the following: we want you to not only read it but also give your explanation why you did not think they were met. Mr. Dick stated the following: first of all, in most cases like this, there is more than one step. He usually doesn't go to the site and look at it, but this time the planner and I both went out to the site and saw that it was clearly good for crop production. We went from there, and in terms of the zoning ordinance, it has more clear delineations as to whether or not a property should be used for residence based on the desirability for crop production. So the first standard, "the proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public," we found was not met. The applicant is proposing to build on a 20-acre tract that is suitable for crop production, and it had a high LESA score, Land Evaluation and Site Assessment, which indicates that this parcel should remain protected for agricultural use. The applicant claims he purchased the property with intent to hunt on it and he has done that for many years. Previously, he had not been into the office to clarify whether or not a residence was allowed except within a month or two of his application, at which time we indicated that we didn't feel that it was undesirable for crop production. The second standard we found that it didn't meet was "the proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish property values in the immediate area." This standard is not met. The subject property is nearly surrounded by land that is protected by a privately-owned nature preserve. This surrounding nature preserve will be affected negatively by allowing a residential use on this property. A residential use on the subject property is incompatible with surrounding land uses. The third standard, "the proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district," wasn't met. The property is suitable for agricultural production. Approving a residence on the criterion that the land is undesirable for farming purposes when it can be used for agriculture, weakens the County's farmland preservation policy. In support of this, the owner of the farm ground to the south of this site testified that up until at least 1984 this land was in crop production and it was as suitable for crop production as his piece is that is located to the south of it. He submitted as an exhibit a 1984 Sidwell map to show that it was in crop production. Now the standard that was met is this: "adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided." The proposed dwelling would be served by a private well in a separate system that the County Health Department would need to approve. It has approximately 25' of frontage on the north side of the road. Another standard that is actually met is "adequate measures have been or will be taken to provide ingress and egress so designed as

to minimize traffic congestion in the public streets," because the applicant has obtained a permit from the local Road Commissioner to get access to the site. Another standard that isn't met is "the establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agricultural District." The intent of the Agricultural District states "promote the use for agricultural land that is most suitable for farming activities" and "protect the value of agricultural land from indiscriminant, incompatible, and conflicting land uses." The intent of the Agricultural District also states "conserve and protect open space, wooded areas, streams, mineral deposits, and other natural resources from incompatible land uses and provide for the timely utilization." The subject property is incompatible with the adjacent land uses and is suitable for agricultural uses. The final standard, that staff felt it didn't meet is "the proposed special use, in all other respects, conforms to the applicable regulations of the Agricultural 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 an agricultural district. This tract is desirable for agricultural uses and it is surrounded by nature preserves and land that is in crop production. Member Hoselton stated the following: Mr. Dick, I read the Pantagraph article and went out to the site, and as I understand it, that acreage hasn't been farmed for 25 years. All of a sudden, after 25 years, they are going to farm it again? The owner, Mr. Reece, according to the Pantagraph, planted 3200 trees in that 18-20 acres. Where I come from in northern McLean County, I would call that a tree farm. I would think that it would be acceptable to put trees in that environment, which is basically timber along the river. I must have looked at this situation from a tree top because I sure didn't see it on the ground as not having met all of these things. The location of the home, as I understand it, would be at the corner where the blacktop makes the turn. It's not going to be way back. It's going to be right there and the access to the residence will be directly from the road, a very short distance. It is his intent to replant in cooperation with Parklands. I would think that in itself would be acceptable departments. My viewpoint is that a big party with a big stick wants to stop a little man. That's where I am coming from on this thing and I don't see how he could impact that area. It's two acres and he's going to have 20 that are going to be moving back into what they have never been. It was farm land 25 years ago, and basically grass, and that is it. I see no reason not to allow him to build there. We can go around the County with situations that are much more delinquent that have probably been approved. I could show you one right now. Personally, I see no reason for us not to do it. I realize I can't compare to my college professors up there who possess much more skill in stating an opinion but this is ludicrous. I understand your position and I concur with the way you handled it because you dot the I's and cross the T's, Mr. Dick. I have no problem with that, but on occasion there has got to be a bend in the road and this is the bend. Chairman Sweeney asked the following: before you made your statement you asked a few questions. Did you want to have Mr. Dick try to answer those? Mr. Dick stated the following: one thing, there have been crops produced on this property within 25 years. We did obtain documentation to that affect. The testimony of the

property owner to the south who farms the property says it was used for crop production and he submitted that exhibit. We saw an aerial photo with crops on this property dated 1994 so I understand the members opinions and some of the Zoning Board members did share that. Member Bostic asked the following: Mr. Dick, if we allow this residence to be built on what is protected agricultural land doesn't that change the flavor of that land forever? Mr. Dick stated the following: what would happen is the principal use of that property would be considered residential. The zoning would still be considered agricultural but the principal use of that 20-acre property would be considered residential. Member Bostic asked the following: in some of the ramifications if it is being classified residential, can there be other buildings built on it for other purposes? Mr. Dick stated the following: yes, there could be other accessory buildings upwards to include some kind of a livestock shelter upwards to 6,200 square feet without other approval. Member Bostic stated the following: the zoning change said there could be other recreational activities go on there. There could be just about anything. Mr. Dick stated the following: just as long as they're not commercial and it's accessory to the residence and it's completed by the people who live there. Member Rackauskas stated the following: I believe this particular zoning case has brought up some interesting phenomena that we may need to look at in our conservation areas. Maybe we need to have stipulations, covenants, whatever the correct legal term would be, on how far out from the boundary of a conservation area is protected, because then you take the person's land, in essence. You are taking of land and that is another issue. Anyone that knows me knows that I am the tree hugger but we have to do within legal ramifications and I am not quite sure if we're not taking land because there is a protected piece of land, but where are the covenants that say you cannot build when that was established, and that say you have to go a quarter of a mile to the road or whatever? I think we have to be very careful. Therefore, I would like to send back to the Zoning Board and I would like them to re-look at it especially with what Member Bostic has said that I don't know if there is a compromise. You have 20 acres, 18 are supposedly going to be left, but for only 10 years, in a conservation plan, but then what happens? Can you add extra buildings, etc.? You have to look at long term property use. Possibly the petitioner would look at making a longer conservation covenant or other covenants that have different restrictions on the zoning. You can put restrictions, self imposed, in a zoning matter. I think it needs to go back and be discussed for this reason. Member Selzer stated the following: I don't disagree necessarily but I think that we've got to start voting on this stuff and taking some control. Let's talk about the Hundman property with the LESA score of less than 225 that we refused homes to be built on and said that it needed to stay in active crop production because of road issues. Let's talk about the Crestwicke property that had a score in excess of 225 that we took out of crop production and are building houses on today. I think there is a bigger question here. One day we are saying let's protect the property, and then we are not going to protect it. I guess the bigger question for me is what are we doing? I was told six months ago to read the Land Use Committee minutes, which I have religiously, and I'm waiting to see when we are going to do something. The question that I still have is are we going to follow the

ordinance that this Board adopted as a zoning ordinance and, if we are, the intent of that ordinance, as Mr. Dick has very dutifully pointed out to us in the preamble, and within the ordinance itself, says this property should be protected for agricultural use. It really has nothing to do with, in my opinion, the nature conservation. It has everything to do with what our zoning code says about protecting agricultural land and the use. If we are not going to listen to our code, then we need to revisit some of these other issues. If we've adopted a zoning code that says this is protected land use for agriculture, it doesn't matter where it is, yet we are going to allow it to be taken out. That is the bigger question. I have every intention of supporting the staff report of over-riding the ZBA and I hope we don't send it back because we were elected to take action and I think whatever the action is, we just need to take it. Member Gordon stated the following: the possibility of sending it back to the Zoning Board includes an obligation on the part of this Board to be detailed to a fault as to what it is we want them to look at. With all due respect, and I agree with what Member Selzer just said about the larger picture, this recommendation concerns this property. It raises other questions that in fact could well be taken up, but this day and this vote can't really consider those other questions except very indirectly. I do not agree that this has no relevance to Parklands because of the testimony before the ZBA in terms of exhibits and in terms of statements by Mr. Fraker, the attorney for the Parklands Foundation, that evidence included direct reference to some adverse affects on the Parklands area. Parklands bought that land. It has a legitimate interest in promoting and protecting what it's land is designed to do and that, combined with enforcing our zoning, is a strong reason, the main reason, why I had originally spoken and continue to speak in opposition to this recommendation. Member Segobiano stated the following: although we have a zoning ordinance I think we've come to realize that each case stands alone. I will never forget the 300+ acre beautiful farm that we destroyed out there on Stringtown Road and we now have a gravel pit out there. We took some land out there out of production, 300+ acres. From that point on, I have always felt that most of these issues stand alone. My question in regards to this is that we make reference to this gentleman's request for a residential home and as I look at the map, I need a clarification. We call this a residential home and then we look at this map and we refer to those other structures as farm dwellings or out-buildings. What is the difference between farm dwelling and residential home? In proximity to the preserve, what is the distance from one of these farm dwellings from where this gentleman wants to build his home? I just need that for a matter of information. Mr. Dick stated the following: a farm dwelling means the principal use of the property is not the dwelling. It means that the principal use of the property is the farm, so typically, at a minimum, it would be a 40-acre tract and it would typically be a 40-acre tract that is in farm production. Member Segobiano asked the following: are any of these buildings within the same distance of the preserve as the request? Mr. Dick stated the following: if you have the photo that was submitted you can see two dwellings to the northeast. Those are not farm dwellings but they've long been established. The principal use of those is also as a residence but they clearly aren't surrounded by land of Parklands. They are just on the edge of Parklands land. Member O'Connor

stated the following: when Mr. Reece bought this property it was zoned agricultural and now he has asked that it be changed. Is that correct? Mr. Dick stated the following: it was zoned agricultural but in 1974 it was really part of a larger tract and was really the only part of that larger tract that was suitable for agriculture. Member O'Connor stated the following: so he knew all the ramifications of this when he bought the property. He knew he wasn't going to be able to put a house on it at that time. Is that correct? Mr. Dick stated the following: I don't know that he knew he could not put a house on it. I understood that he had bought it for hunting purposes. He didn't get an indication from our office that he could. Member O'Connor stated the following: if we change the zoning and he puts up his house and it is compatible with everything, what happens when he either sells the property or his descendants decide to sell the property? Can the next tenant come in and change this and make the track for their ATV's, or the barn for the horses, and change everything that would be compatible with Parklands? Mr. Dick stated the following: the next person would be limited as to what they could do on it by what any other person would be limited by where it's in the agricultural district and the principal use is a residence. It would be difficult to put another house on it but any other residential accessory uses would be acceptable. Certainly, if you have a piece of property in the agricultural district, and your kids have ATV's, you can drive on it. There is no regulation against that. You are allowed to have barns for your animals and you are allowed to have a decent-sized shed for your equipment and vehicles. Member O'Connor stated the following: once we change this, it's gone, basically. Mr. Dick stated the following: they would be allowed to do as other lots in the agricultural district do that have a principle use as a residence. Member O'Connor stated the following: then I agree with Member Selzer. It's time that we start to say, "We have rules and there's a reason why we have the rules and we expect everyone to abide to them." Member Renner stated the following: I think in addition to the concept of farmland preservation the thing that is most important and demonstrative for me is criteria number two, which says "the proposed special use will not be injurious to the use of other property in the immediate vicinity" and that is one of the reasons we have a zoning code. That's one of the reasons why, when I see this photo, it says quite clearly "this is going to be harmful," not even examining the scientific evidence and other information that Mr. Fraker presented at the ZBA. We all like to believe that we are islands, but our actions do affect other people and other uses around us, and it seems to me that that, more than any other, is one of the reasons why we need not to waffle on this. I think we need to say, no. I don't think this is a gray area. Member Dean asked the following: is this currently in crop production? Mr. Dick stated the following: it is currently in CRP. Member Dean stated the following: that clears it up for me a lot. I didn't realize that. Chairman Sweeney stated the following: please define CRP. What is it? Member Dean stated the following: CRP is Conservation Reserve Program. It wasn't presently farmed. It looks like it was in pasture to me but it is not currently in pasture. It is all CRP. Mr. Dick stated the following: there might have been two acres that have been taken out or

something like that. Member Dean stated the following: as a Conservation Reserve Program there was farm ground and now it is in a layout program so I would consider it farmland. That helped me a lot. I would define it as farmland. If I were a farmer, I would define this as farmland that is currently in CRP. Another point I would like to raise is that this man, Mr. Reece, has come to ask for special use. Our Zoning Board of Appeals, which I have served on quite recently, made a determination that he should have a special use. He should be allowed a residency here so I think based on my history with the Zoning Board of Appeals, they've made a rational decision here to allow this home and so I am going to support my Zoning Board of Appeals. Being the farmer in the group, I recognize that I want to protect farmland as much as anybody in this room or in McLean County but I think our ZBA has spoken here and said that this should be allowed and so I am going to support that view and vote yes for the motion.

Member Rackauskas stated the following: would you refresh my memory, Mr. Dick, when was Parklands originated? Do you know what year? Member Gordon stated the following: if my memory serves me, it was the late 1960's. I believe it was 1967, perhaps as late as 1969, but I think it was 1967. Member Rackauskas asked the following: since it was established in 1967, have any of the other homes around there been? Mr. Dick asked the following: within a half mile or a mile, is that your question? Member Rackauskas stated the following: there are several homes out there so I don't know if you take the half-mile from the border, or from the center, or where, but there are several homes. As you drive out there you can see them and I just wondered when they were built, if they were built since the establishment of Parklands or if we should look into that. Mr. Dick stated the following: I think all of those residences on the photo had been built. It's been many years, although Parklands did not own this property in 1967. They bought it, I believe, in the 1980's, but I am not an expert. They didn't buy it when they first were founded. Member Rackauskas stated the following: do you see what I am saying with the timeline. I am concerned if this was established and we've allowed other buildings to be built, and that was the only reason I said to send it back. I am not saying I am for or against. I am saying I didn't feel I had adequate information on the timeline of how land has been used out there and what precedence has been set. That's why I wanted to send it back so we could get that which we are not going to resolve at this Board meeting today. I think it is going to have to be looked into. Chairman Sweeney stated the following: that is not necessarily true. Member Sorensen stated the following: when I went to bed at about 2:30 a.m. after listening to the tape of the hearing, I have to tell you that there were a couple of things that I couldn't stop thinking about. First, I didn't hear on that tape the members of the ZBA addressing the seven criteria, point by point, challenging the staff perspective and explaining why they disagreed with it. I heard testimony, debate, a lot of stuff, and then I heard a vote. I guess I am a little concerned about that. I agree with Member Dean's perspective that the ZBA has spoken and typically I am right there supporting the work of the ZBA, but in this case, again, as I went to bed last night, I was almost embarrassed to be an official in McLean County. The members of the ZBA chose to engage in the debate during this hearing, almost to the point of ridiculing some of the people

who presented testimony. That bothered me a great deal and it speaks to whether or not the outlying fair process for the ZBA was followed in this case. To that end, I was prepared today to come here and say I can support sending it back for re-hearing or I can support saying no to it. I think the more I think about it, the more I am concerned that sending it back probably is not the right answer. I agree with Chairman Gordon of Land Use and would like to say no to this. I'll be the first one to tell you that I believe our zoning ordinance probably needs an overhaul, or at least parts of it do. I will be the first to tell you our subdivision ordinance probably needs an overhaul, or at least parts of it do, because there are a whole lot of issues creeping up all over the place that we need to get our arms around as a County Board and as a County. Now is not the time to debate that. The fact is that we have an ordinance. We have a process that is supposed to be followed, and I am a big supporter of fair process. I think in this case, the right answer is no. Chairman Sweeney stated the following: I know that some of you raised your hands but I've been asked to turn this over to Eric Ruud so that we can deal with it from a legal perspective, so that he can outline what we need to do and how we need to handle this. Mr. Ruud stated the following: actually, I would like to have Brian Hug come forward. He handles most of the zoning work for you and for our office and I know he has been involved in representing the County Board and Zoning Board of Appeals in controversial cases and we share a little bit of a concern about how far things might be going here. I wanted Brian to clarify what you can do from a legal perspective. With leave of the Chair, can we have Brian do that? Mr. Hug stated the following: I always appreciate it when the members actually get out and do their job and they follow up on the facts and circumstances. With all due respect to our friends in the media, as Members you cannot rely on evidence that has not been presented at a hearing. The hearings are required to be under oath and the matters presented in the media, or that you've discovered on your own, can't really be considered by the Board for ultimate decisions in this matter. In other words, you must make your decision on this case based on the record before you. If the record isn't complete, or you feel that the parties have not been provided a sufficient and fair hearing, you should either provide them with a hearing or make some other resolution of the matter. You have four options here today. One of them is to approve the special use as presented to you by the ZBA. The second option is to approve that special use with conditions that you feel are appropriate as based on the evidence presented to the Zoning Board of Appeals. In other words, if you want to put a condition on it, you must have some sort of rational basis based on evidence presented to the Zoning Board of Appeals. You may also reject the matter. If you reject the matter, you can reject it and make findings of fact. Those findings of fact will be referred to staff to be prepped up for you for the next meeting, or you may send it back to the Zoning Board of Appeals for any further information that you desire. If you send it back, you should provide them with specific direction as to what you want. Mr. Ruud stated the following: I think there is a motion on the table to approve this. If that vote fails, is it advisable that another vote be taken specifically to reject and basically to deny the special use? In other words, if the vote to approve fails, are

they done, or is there a follow up? Mr. Hug stated the following: the law changed as a result of a Supreme Court case about two years ago. It changed the nature of our special use hearings from what used to be a purely legislative decision to now what is considered an administrative decision. Your decision is subject to administrative review, which means that if you decide to reject and not approve, I would recommend a motion to reject with findings of facts. In other words, you must list why you did not think that the special use did not comply with our ordinance. Mr. Ruud stated the following: if there is an appeal and there is no findings of fact, it's going to be very difficult to prove our case. That's why I think we wanted to share our concerns with you. Chairman Sweeney asked the following: if the Board decides that they are not going to support this, can't they do that based on the fact the staff said five of the criteria were not met? Mr. Hug stated the following: all I am going to tell you is that it must be based on the evidence presented at the zoning hearing. So if the staff report was there, then you turn to the additional evidence that was presented at the zoning hearing and make determinations. You are required to weigh that evidence that is presented at that zoning hearing. The staff report alone is only part of that evidence and if the other evidence substantially outweighs the staff report then you've not done your job in weighing the evidence. So the answer is, the staff report is not sufficient in and of itself. Chairman Sweeney stated the following: so the people that have listened to the tape are the only ones in essence that could respond to this question under your interpretation of the law. Mr. Hug stated the following: no, technically, and you're getting into some deep issues that the courts have dealt with. They're the only ones that can speak knowledgably about what's on the tape because your decision must be based on what's in the evidence, but all these Members are allowed to vote. Member Dean asked the following: would it be possible to table this until the next meeting so that I would have access to the tape and who has listened to the tape and who hasn't? I didn't know there was a tape available. Some people have listened to the tape and some haven't. Chairman Sweeney stated the following: that is correct but that wasn't made generally available to the Members – only if people asked if there was something available, they were allowed to get a copy of the tape. Member Dean asked the following: could this be tabled so that we can do more research on this. Chairman Sweeney stated the following: it can be. We will do whatever the Members want to do. Member Gordon asked the following: am I correct that under our zoning ordinance, when there is an application for a special use permit, all seven standards have to be met? Mr. Ruud stated the following: that is correct. Member Gordon stated the following: I am going to use a football analogy. If a team goes 7-0, they are going to win the championship. If they go 1-5-1 their chances are a little less. One of my great concerns is that the initial staff recommendations, and as we heard from Mr. Dick, this was not just one person's viewpoint, there was one standard that was met, one standard that may be met, and five that were not met. Member Renner has focused quite appropriately on something that strikes me as at least among the most important standards that were not met, and that is "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.” That last part is less important to me in this context. My focus is, and I thank Member Renner for calling it to my attention yet again, that staff found this standard is not met, that the proposed special use would be injurious to the use and enjoyment to other property in the immediate vicinity for purposes already permitted. Now that is that one of five standards not met and that provides a very strong foundation for proceeding. I wanted to site that as a matter of record. My other point that I would like to make is one of the things stated at the hearing was that the CRP has ten years of, in effect, shelf-life left, and after that, anything goes. This means that if we approve the issuance of the special use permit, we are creating a relatively limited arena in which there could be uses injurious to the use and enjoyment of adjacent property but we are also, I think, establishing a precedent that ten years down the road, whether it is Mr. Reece, or someone to whom he sells the property, or a descendent, we are in affect granting future latitude that goes against the County’s own intent in passing the zoning ordinance as it stands. I believe, Mr. Ruud, in saying it in the way I have said it, that I have responded to your concern that we establish for the record findings of fact justifying our rejecting the ZBA recommendation and I hope that what I have just said will be regarded in that way. Member Bostic stated the following: I would like to offer a little clarification on the CRP. It comes out of the United States Department of Agriculture. If you have ground that is designated highly likely to erode, they have a scoring system, then you can segregate parts of your farm and put it into the CRP program and the government will pay you to not farm it. It’s not that you’re conserving trees or wildlife or anything like that. It’s the idea that you are taking government payments to do something with ground that may not raise a bumper crop of corn or soybeans. Member Sorensen asked the following: would it be advisable that those of us that are planning to vote no actually put up a substitute motion to deny and give specific details? Mr. Ruud stated the following: I think you would be going in the right direction but I concur with Brian’s recommendation that if the motion to approve fails, then a motion to deny, subject to staff preparing a new set of findings to support that finding, would be more in order. Then you would finalize that next month. Chairman Sweeney stated the following: I have a problem with that and the reason is the law, as it is today. Mr. Ruud stated the following: I am still very uncomfortable that now the record has been established by Member Dean that he had no idea that he could get those tapes. There is major exposure here and I had assumed that a general memo went out to everybody asking if they wanted to hear the tape. Now on the record, with all due respect for Member Dean, he said he had no idea they were available. I think we need to wait that additional month to have the County staff have something on record showing that you can hear these tapes. You can vote even though you haven’t heard them so long as the record reflects that they were made available, and apparently we don’t have that. Member Dean stated the following: I think that I knew that they were available and I had to request them, but I didn’t know that we had a hot-button issue here. I read this and it looked to me like it was pretty standard. The Zoning Board of Appeals moved this forward. I had no idea that Chairman Gordon had this planned. I wish I would have had a heads-up on this. Member Owens stated the

following: Mr. Ruud talked about the problems with the information being in the record of the ZBA. Has the same information Mr. Dick has given us today been given to the ZBA? Mr. Ruud stated the following: I don't know. Mr. Dick were the recommendations you presented today, put on the record under oath at the ZBA hearing? Mr. Dick stated the following: this staff report was mailed to the Zoning Board Members before the hearing and then was presented at the public hearing. Member Owens stated the following: then in my view, I am making the decision to support not approving this based on the information from the staff. I think we wouldn't have any problem going ahead and saying no, based upon these things, and not supporting it. Member Selzer stated the following: I said earlier that I didn't think this should be tabled but I do think that if we are going to go down that road that we ought to, because Member Sorensen brought something up that concerns me even more so and that is these standards weren't talked about as was reported to us. The bigger question that I have is where did this report come from? Where did the report come from that addresses the seven standards specifically if they are not addressed on the tape? I know I could support a motion to table this. I am not making that but I would be happy to so that everyone could have access to the tape in order for us to listen to only the facts that were presented in testimony and then bring this back to the Board next month to decide whether we should approve or deny. We need to either fully support what was written in this report from the ZBA or if we are not going to support it, then have reason as to why. Member Baggett stated the following: I want to make a motion to table this. I think I would feel more comfortable if that is possible. Chairman Sweeney stated the following: you can but I am not going to accept it. Member Segobiano stated the following: I just want a point of clarification for all the Board Members in regards to the recording. The ZBA meetings are recorded and that is the tape they are talking about. In the Executive Committee meeting last Tuesday, it was determined that we would make recordings of that tape and they would be made available. In other words, last Tuesday the decision was made to record that tape and make it available. When I keep sitting in here listening to different Members talking about the tape, well there have been recordings made off that tape and made available for all the Members. I think the tabling motion is very appropriate to give time and opportunity to all the Board Members to listen to them. Chairman Sweeney stated the following: I don't disagree with you but I only didn't accept that motion because other people had raised their hands. I am going to let the other people speak and then if Member Baggett wants to table it at that time he is welcome to do so. Member Gordon stated the following: if there were to be a motion to put off action, I would respectfully request that it be phrased as a motion to postpone to a definite time. The main reason that I would like to see that phrased that way is that a motion to table is not debatable but a motion to postpone to a definite time is. I would prefer to see this debated so that at least there can be some discussion about the why's and wherefore's. Member Moss stated the following: I have a couple of questions. If we postpone this motion, is this going to end up back at the ZBA for some sort of reconsideration? Chairman Sweeney stated the

following: no, not under a tabling motion. Member Moss stated the following: I guess maybe I am going to state the obvious here and maybe I am too new to the Board to fully appreciate this as some of the rest of you who have been around for awhile can, but there seems to be some sort of flaw in our system when we have a ZBA that is empowered to conduct hearings and issue findings and things but those of us who make the final decisions aren't part of that process. If we are not present at the hearings, or if we are not privy to the information that is discussed, we can't consider anything and then what do we base our decisions on? I hear Members referring to the media but that information forbidden to be considered as part of the decision making process. I guess I am just asking a theoretical question about how we can improve this system so that those of us who sit on this Board and not on ZBA are privy to the information and can make informed decisions. I don't know if that has an answer, but it is a question I am going to raise. Chairman Sweeney stated the following: is there anybody else that wants to speak to this before we have a tabling motion placed in front of this Board. Member Gordon stated the following: I hope that Member Baggett will agree that this is consistent with his intent. I will move to postpone consideration of this recommendation, postpone consideration of the motion to the July 2005 County Board Meeting with three express purposes: first, to afford an opportunity to all County Board Members who wish to take advantage of the opportunity to hear the audio transcript, the tape of the ZBA hearing of June 7, 2005; secondly, to make available to all County Board Members the staff report from the Department of Building and Zoning that was entered officially into the record of the ZBA at that June 7, 2005 hearing; and third, to make available for those Board Members who wish to see them, other exhibits presented by both the attorney for the applicant and the attorney for Parklands that were presented and entered into the formal record of the June 7, 2005 ZBA hearing. Chairman Sweeney stated the following: you are hoping that Member Baggett is going to second this motion. Member Baggett, is that agreeable to you? Member Baggett stated it was. Chairman Sweeney stated the following: we have a motion to postpone and we can discuss this motion. Is there any discussion in regards to that? Seeing none, roll call vote please, and the Chairman will vote. Clerk Milton shows the roll call vote as follows: Gordon-yes; Harding-yes, Hoselton-yes; Moss-yes; Nuckolls-yes; O'Connor-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-yes; Selzer-yes; Sorensen-yes; Ahart-yes; Baggett-yes; Bass-yes; Bostic-yes; Cavallini-yes; Dean-yes; and Sweeney-yes.

Member Gordon stated the following: the General report is located on pages 270-275.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have two items for information. The first is the County picnic is scheduled for Thursday, July 28, 2005. That will be on your July calendars when the calendars are mailed out but I want to make you aware of that now. It is at Comlara Park on Thursday evening, two days after our July Board

Meeting, which will be on the 26<sup>th</sup>. Just in case you didn't receive or haven't read the notice that was in your mailbox, the Zoning Board will conduct a hearing on the proposed application for the wind farm in eastern McLean County. The hearing is scheduled for July 5, 2005 which is a Tuesday evening at 6:00 p.m., at the Community Commons Room at Heartland Community College. They have also scheduled the following date, Wednesday, July 6, 2005 if necessary.

Member Gordon stated the following: the County Board meeting in July, because of NACo, is the fourth Tuesday. Is the Executive Committee meeting on its regular second Tuesday? Mr. Zeunik stated that it was.

Member Renner stated the following: the Justice Committee will be meeting on July 6, 2005 instead, of July 4, 2005.

**OTHER BUSINESS AND COMMUNICATION:**

Chairman Sweeney stated the following: the Liquor Control Commission is going to meet after this meeting. We will set it up for 10:35 a.m.

Member Bass stated the following: the Transportation Committee will be meeting on July 12, 2005 .

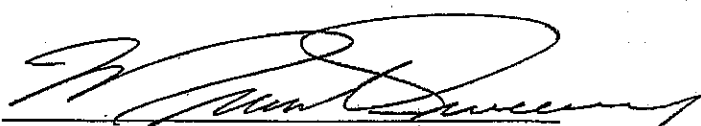
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

June 21, 2005

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$405,630.52	\$405,630.52
Finance		\$704,909.15	\$704,909.15
Human Services		\$514,312.11	\$514,312.11
Justice		\$1,501,074.30	\$1,501,074.30
Land Use		\$15,429.64	\$15,429.64
Property		\$250,615.67	\$250,615.67
Transportation		\$1,240,653.62	\$1,240,653.62
Health Board		\$371,616.83	\$371,616.83
T.B. Clinic		\$21,494.64	\$21,494.64
Disability Board		\$46,884.72	\$46,884.72
<b>Total</b>		<b>\$5,072,621.20</b>	<b>\$5,072,621.20</b>

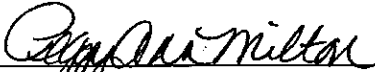
  
Michael F. Sweeney, Chairman  
McLean County Board

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

Members Rackauskas/Ahart moved for adjournment until Tuesday, July 26, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:25 a.m.


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

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn 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 21st day of June, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 18th day of July, 2005.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk