

Proceedings
of the
County Board
of
McLean County,
Illinois

September 17, 2002



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September 17, 2002

The McLean County Board met on Tuesday, September 17, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Robert Arnold, Duffy Bass, Diane Bostic, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, and Michael Sweeney.

The following Members were absent:

Members Sue Berglund, Bill Emmett, and Jack Pokorney.

Proceedings of August Meeting:

The Proceedings of the August 20, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Owens/Nuckolls moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

B. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

1. Approve the application of Marvin Thompson in case 02-34-S. He is requesting to amend the special use that was approved in case 01-10-S to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on 16.55 acres rather than 32.5 as originally approved on property which is located in Lexington Township immediately north of 2025 North Road and approximately 5/8 mile east of 2900 East Road.

2. Approve the application of Timothy and Carolyn Donaldson in case 02-37-S. They are requesting a special use to allow a single family dwelling in the Agriculture District on land that is undesirable for agricultural uses on a 28.8 acre property which is located in Money Creek Township immediately east of 2150 East Road and approximately 1/2 mile north of Clarksville Road.

3. Approve the application of Richard and Margaret McLean in case 02-39-S. They want to build the dwelling that was approved in case 01-31-S more than a year later than originally approved on A 10 acre property which is located in Randolph Township immediately west of Road 1775E approximately 3/8 mile south of Road 400N.

2) Subdivision Cases:

1. Deny the application of Richard White to vacate 10 feet of a 40 foot recorded setback along Oakmont Road and along 1625 East Road on Lot 25 in the Crestwicke East Subdivision, file S-02-13. The property is located in Bloomington Township immediately southwest of the intersection of Oakmont Road and 1625 East Road.

C. Transfer Ordinances

D. Other Resolutions, Contracts, Leases, Agreements, Motions

Property Committee

1. Request for Approval of Bid for Elevator Maintenance with KONE, Inc. for Fiscal Year 2003 – Facilities Management

2. Request Approval to Authorize The Farnsworth Group to proceed with the development and preparation of the construction documents phase of the McLean County Health Department Building Exterior Renovation Project – Facilities Management

Finance Committee

1. Request for Approval of a Contract for Lease/Purchase of an IKON copier – County Auditor’s Office

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

a) REAPPOINTMENTS:

Chenoa Drainage District

Mr. Russell Johnson
27577 East 2900 North Road
Chenoa, Illinois 61726
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

Lawndale-Cropsey Drainage District

Mr. Jeff Abbey
41266 East 2100 North Road
Cropsey, Illinois 61731
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

White Star Drainage District

Mr. Robert Borngasser
Rural Route 1, Box 111
Arrowsmith, Illinois 61722
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

Mid-Central Community Action, Inc.

Ms. P.A. “Sue” Berglund
1019 East Olive Street
Bloomington, Illinois 61701
Reappointed for a Two Year Term
To Expire October 1, 2004

Mr. Benjamin Owens
21 Bay Pointe Drive
Bloomington, Illinois 61701
Reappointed for a Two Year Term
To Expire October 1, 2004

Lantz Cemetery District

Mr. Jerome Denzer
10136 East 1800 North Road
Bloomington, Illinois 61704
Reappointed for a Six Year Term
To Expire August 31, 2008

Hinthorn Cemetery District

Ms. Wava Kaupp
P.O. Box 353
304 Parkway Court
Gridley, Illinois 61744
Reappointed for a Six Year Term
To Expire August 31, 2008

Public Building Commission

Mr. George Farnsworth
2709 McGraw Drive
Bloomington, Illinois 61701
Reappointed for a Five Year Term
To Expire October 1, 2007

b) APPOINTMENTS:

Emergency Telephone Systems Board

Mr. Glenn Wilson
1513 E. Ironwood CC Drive
Normal, Illinois 61761
Appointed to Fulfill the Remainder of
a Four Year Term Vacated by
Steve Stockton. Appointment Term to
Expire the Third Tuesday in January, 2005

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

- a) Request for Approval of a Resolution of
Congratulations for the TriValley Girls' Fastpitch
Softball Team
- b) Request Approval of a Proclamation Declaring October 6-12, 2002
as National 4-H Week

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 Marvin Thompson in case 02-34-S. He is requesting to amend the special use that was approved in case 01-10-S to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on 16.55 acres rather than 32.5 as originally approved on property which is part of Section 36, Township 25N, Range 4E of the 3rd P.M. and is located in Lexington Township immediately north of 2025 North Road and approximately 5/8 mile east of 2900 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 3, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 16 acre property is mainly in timber with approximately 2½ acres in the Conservation Reserve Program (CRP). The topography is rolling and drains generally to the north. The property has 233 feet of frontage on the north side of 2025 North Road which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use to the east and south is crop production. The land to the north and west is in both crop production and timber.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 78.75 out of 125 points. The site assessment score was 126 out of 175 points. The total LESA score was 204.75 points out of 300. A score 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.

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 built his house according to the special use approved in case 01-10-S. The applicant wants to sell approximately 16 acres from the original 32.5 acres which requires amending the original special use to allow a single family dwelling on a smaller tract of land than was originally approved. The soil score used for the land evaluation and site assessment is low and approximately 2½ acres are in the Conservation Reserve Program (CRP).
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 site has poor soils, is rolling and is mostly wooded.
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 residence is located in a wooded area of the property. Nearby land that is suitable for crop production will continue to be suitable for such use.
 4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The residence is served by a private well and septic system approved by the County Health Department. The property has 233 feet of frontage on the north side of 2025 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. Prior to building his home, the applicant obtained an entrance permit 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. 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 one single family dwelling along with future customary accessory buildings on a smaller acreage than was originally approved in case 01-10-S.

ROLL CALL VOTE UNANIMOUS The roll call vote was five members for the motion to recommend granting, none opposed and members Elble and Kinsella were absent.

Respectfully submitted this 3rd day of September 2002, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Richard Dean
James Finnigan
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Timothy and Carolyn Donaldson in case 02-37-S. They are requesting a special use to allow a single family dwelling in the Agriculture District on land that is undesirable for agricultural uses on a 28.8 acre property which is part of Section 3, Township 25N, Range 3E of the 3rd P.M. and is located in Money Creek Township immediately east of 2150 East Road and approximately ½ mile north of Clarksville Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 3, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 28.8 acre property is hilly and rolling and is covered by grass and trees. The land drains to the east and west from a hill located on the center of the property. The property has 1,495 feet of frontage on the east side of 2250 East Road which is an oil and chip road 17 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use to the north is crop production. The land use to the east is crop production and woods. The land use to the west is crop production and a single family dwelling. A single family dwelling is located to the south.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 96 out of 125 points. The site assessment score was 120 out of 175 points. The total LESA score was 216 points out of 300. A score 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.

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 subject site is hilly and wooded and is not desirable for crop production. The property has a low soil score and LESA review score. There are five soil types on this property and two of the soil types are classified as highly erodible with a typical slope of 7 to 8 percent.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property has poor soils and is wooded. The proposed dwelling will not have an adverse affect on the residences to the south and west. Nearby property to the east and north is currently in crop production and will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is rolling and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 1495 feet of frontage on the east side of 2150 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 site distance can be provided at the existing entrance. The applicants will need to obtain an entrance permit 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. The preamble states that the Agriculture District regulations are intended to provide for the location and govern the establishment and use of limited non-agricultural residential uses.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.**

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, provided an entrance permit is obtained from the Money Creek Township Road Commissioner. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling, provided an entrance permit is obtained from the Money Creek Township Road Commissioner.

ROLL CALL VOTE UNANIMOUS The roll call vote was five members for the motion to recommend granting, none opposed and members Elble and Kinsella were absent.

Respectfully submitted this 3rd day of September 2002, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Richard Dean
James Finnigan
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Richard and Margaret McLean in case 02-39-S. They want to build the dwelling that was approved in case 01-31-S more than a year later than originally approved on property which is part of Section 25, Township 22N, Range 2E of the Third Principal Meridian and is located in Randolph Township immediately west of Road 1775E approximately 3/8 mile south of Road 400N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 3, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 10 acre property is partly in timber, partly in pasture and partly in crop production. The topography is hilly with a creek running through it. The property has approximately 770 feet of frontage on the west side of Road 1775E which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use to the north and west is crop production. The land to the east is used as a single family residence and crop production. The land to the south is used as a single family residence.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 111 out of 125 points. The site assessment score was 113 out of 175 points. The total LESA score was 224 points out of 300. A score 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.

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 subject site is an isolated tract that is not desirable for crop production, is hilly, is partially wooded and has a creek running through it.
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. Non-farm residences are located to the east and south, the property is rolling and is mostly wooded. Nearby property to the north and west that is currently in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is an isolated tract that is not well suited for crop production.
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 a private well and septic system approved by the County Health Department. The property has 770 feet of frontage on the west side of 1775 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 for an entrance to the township road. The applicant has obtained an entrance permit from the Randolph 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. The preamble states that the Agriculture District regulations are intended to provide for the location and govern the establishment and use of limited non-agricultural residential uses.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

ROLL CALL VOTE UNANIMOUS The roll call vote was five members for the motion to recommend granting, none opposed and members Elble and Kinsella were absent.

Respectfully submitted this 3rd day of September 2002, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Richard Dean
James Finnigan
Jerry Hoffman
Michael Kuritz

SUBDIVISION REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-13

1. REFERENCE

- a. Meeting date: September 5, 2002
- b. Subdividers' names: Richard White, 806 Jersey Avenue, Normal, IL 61761
- c. Subdivision name: Lot 25 Crestwicke East Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately southwest of the intersection of Oakmont Road and 1625 East Road in the Crestwicke East Subdivision
- b. Township: Bloomington Township
- c. Parcel Number: (05) 21-35-152-003
- d. Existing zoning: R-2 Two Family Residential District
- e. Applicant request: Vacate 10 feet of a 40 feet recorded setback along Oakmont Road and along 1625E Road
- f. Existing land use: Vacant
- g. Surrounding land use: Residences are located to the north, south and west. The land across the road to the east is used for crop production

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 25 Is .53 acres in area (150 feet by 153 feet).
- b. Background: This lot is vacant and will allow the construction of two family dwellings. The lot is located on the corner of two streets and was recorded with front yard setbacks of 40 feet on these two streets. The Zoning Ordinance requires a front setback of 30 feet. By approving this application, the applicant would be allowed to build with a 30 foot front setback.

4. FINDINGS OF COMMITTEE: Based upon testimony from residents in the Crestwicke East Subdivision, the Committee determined that allowing a different setback on this lot from the other lots in the subdivision would detract from the value of the neighborhood. In addition, it would not provide the necessary open space along the road right-of-way that the other dwellings provide.

Therefore, the Committee recommends denial of this request.

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

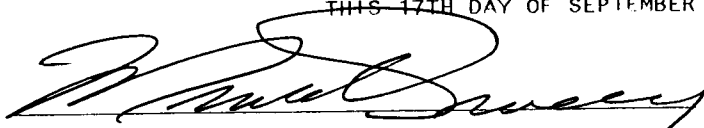
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

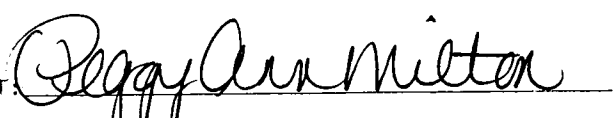
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0706 0001	CONTRACT SERVICES	3,500.00		0777 0011	3,500.00-
0760 0001	CONTINGENT	116.00		0728 0001	116.00-
		<hr style="border-top: 1px dashed black;"/>			
		3,616.00		3,616.00-	
		=====		=====	
Finance Committee					
	FUND 0001 DEPARTMENT 0003 COUNTY AUDITOR PGM 0003 AUDITING				
0750 0001	EQUIPMENT MAINT. CONTRACT	90.00		0832 0002	90.00-
		<hr style="border-top: 1px dashed black;"/>			
		90.00		90.00-	
		=====		=====	
Property Committee					
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT PGM 0115 GOVERNMENT CENTER				
0503 0001	FULL-TIME EMPLOYEES SAL.	32,769.00		0767 0001	32,769.00-
		<hr style="border-top: 1px dashed black;"/>			
		32,769.00		32,769.00-	
		=====		=====	

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF SEPTEMBER , 2002


 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 
 COUNTY CLERK, MCLEAN COUNTY



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

Michael F. Sweeney
 Chairman
 Bloomington, Illinois 61702-2400

September 12, 2002

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the Director of Facilities Management to award the bid for the maintenance and service of elevators in all County facilities to KONE, Inc., Peoria, Illinois. KONE, Inc., submitted the low bid in the amount of \$56,599.00 and an hourly "call-back" rate for service technicians of \$106.70 per hour for all elevators.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney PA. "Sue" Berglund	District #9 Gene Saich Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Susie Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David F. W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

**BID OPENING TABULATION SHEET
ELEVATOR MAINTENANCE FOR COUNTY FACILITIES
THURSDAY, AUGUST 8, 2002 AT 2:00 A.M. ROOM 703**

<u>Firm:</u>	<u>Bid: A</u>	<u>Bid: B</u>	<u>Bid: C</u>	<u>Bid: D</u>	<u>Bid: E</u>	<u>Bid: F</u>	<u>TOTAL:</u>
1. <u>KONE</u> Elevator	<u>35,436.00</u>	<u>2,880.</u>	<u>5,760.</u>	<u>2,244.</u>	<u>2,880.</u>	<u>7,399.</u>	<u>\$56,599.00</u>
							"Call-Back" rate per hour: <u>\$106.70</u>
2. <u>Thyssen</u> Krupp Elevator	<u>45,528.</u>	<u>3,396.</u>	<u>9,696.</u>	<u>3,396.</u>	<u>3,612.</u>	<u>16,308.</u>	<u>\$81,936.00</u>
							"Call-Back rate per hour: <u>\$88.00</u>

RECEIVED

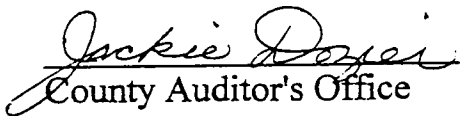
AUG 08 2002

Facilities Mgt. Div.

Officiating:



Jack E. Moody, CFM
Director, Facilities Management


County Auditor's Office

ElevBidOpen.Doc

BIDDER'S COVER SHEET

From: Bidder's Name: Scott Brugh
 Bidder's Firm: KONE Inc.
 Address: 6106 West Plank Road

 City/State/Zip: Peoria, IL 61604
 Phone number: 309/697-9011

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

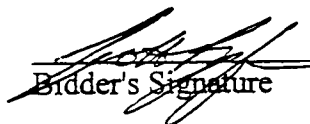
To Whom It May Concern:

We have received and reviewed the documents entitled "INVITATION TO BID: ELEVATOR SERVICE MAINTENANCE PROJECT, McLEAN COUNTY FACILITIES. We have thoroughly examined all documents of the referenced specifications in the bid packet and have familiarized ourselves with the elevator installations identified within the bid packet and do herewith submit the enclosed bid of pages ten, eleven, and twelve of the bid packet. In submitting this bid, we agree:

- To hold our bid valid for at least ninety (90) days from the expiration date of bids.
- That this bid packet shall become a part of any future contract between COUNTY and awarded firm.
- To enter into and execute a one-year master service agreement with COUNTY, if awarded on the basis of our bid.
- Attached and returned bid pages are our itemized master bid for the elevator locations at COUNTY.

My signature below certifies that I am authorized to submit this bid on behalf of my employer.

Scott Brugh
 Bidder's Printed Name


 Bidder's Signature

Account Executive
 Title of Bidder

August 8, 2002
 Date Submitted

RECEIVED

AUG 08 2002

Facilities Mgt. Div.

Master Itemized Bid Form

Name of Bidder's Firm: KONE Inc.

Location:

Bid:

a. McLean County Law and Justice Center

\$ 35,436.00
per year

b. Old McLean County Courthouse

\$ 2,880.00
per year

c. 200 W. Front Street Building
(McLean County Health Department)

\$ 5,760.00
per year

d. McBarnes Memorial Building

\$ 2,244.00
per year

e. Fairview Building

\$ 2,880.00
per year

f. Government Center
(June 1 - December 31, 2003)

\$ 7,399.00
for stipulated period

Total of Bid (Items a. through f.):

\$ 56,599.00
per year

Hourly "Call-Back" rate for service technician during regular working hours.
As of January 1, 2003: \$ 106.70 per hour for all elevators

The location of the repair technician is Bloomington
(City)

The average length of time from repair call to arrival of technician is: Less than 30 minutes.

BIDDER'S COVER SHEET

From: Bidder's Name: Steve Gilles
 Bidder's Firm: ThyssenKrupp Elevator Co.
 Address: 2200 W. Townline Road

 City/State/Zip: Peoria, IL 61615
 Phone number: (309) 691-2596

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

To Whom It May Concern:

We have received and reviewed the documents entitled "INVITATION TO BID: ELEVATOR SERVICE MAINTENANCE PROJECT, McLEAN COUNTY FACILITIES. We have thoroughly examined all documents of the referenced specifications in the bid packet and have familiarized ourselves with the elevator installations identified within the bid packet and do herewith submit the enclosed bid of pages ten, eleven, and twelve of the bid packet. In submitting this bid, we agree:

- To hold our bid valid for at least ninety (90) days from the expiration date of bids.
- That this bid packet shall become a part of any future contract between COUNTY and awarded firm.
- To enter into and execute a one-year master service agreement with COUNTY, if awarded on the basis of our bid.
- Attached and returned bid pages are our itemized master bid for the elevator locations at COUNTY.

My signature below certifies that I am authorized to submit this bid on behalf of my employer.

Steve Gilles
 Bidder's Printed Name


 Bidder's Signature

Service Sales Rep.
 Title of Bidder

August 8, -2002
 Date Submitted

Master Itemized Bid Form

Name of Bidder's Firm: ThyssenKrupp Elevator Co.

<u>Location:</u>	<u>Bid:</u>
a. McLean County Law and Justice Center	\$ <u>45,528.00</u> per year
b. Old McLean County Courthouse	\$ <u>3,396.00</u> per year
c. 200 W. Front Street Building (McLean County Health Department)	\$ <u>9,696.00</u> per year
d. McBarnes Memorial Building	\$ <u>3,396.00</u> per year
e. Fairview Building	\$ <u>3,612.00</u> per year
f. Government Center (June 1 - December 31, 2003)	\$ <u>16,308.00</u> for stipulated period
Total of Bid (Items a. through f.):	\$ <u>81,936.00</u> per year

Hourly "Call-Back" rate for service technician
As of January 1, 2003: \$ 88.00 per hour for all elevators

The location of the repair technician is Bloomington
(City)

The average length of time from repair call to arrival of technician is: 1 Hour

Locations of COUNTY Elevators: The following paragraphs identified as paragraphs "a". through "f". list all COUNTY elevator locations:

a. **McLean County Law and Justice Center**

104 W. Front Street

Bloomington, Illinois 61702-2400

(11 elevators) as many as 8 stops, depending.

- Unit #1 South Lobby Duplex (Montgomery 3000 lb Passenger Traction) 8 stops
 - Unit #2 North Lobby Duplex (Montgomery 3000 lb Passenger Traction) 8 stops
 - Unit #3 Judges Private Elevator (ESCO 2000 lb Passenger Hydraulic) 4 stops
 - Unit #4 Old Jail Elevator (Fairhall 3500 lb Passenger Hydraulic) 3 stops
 - Unit #5 Sidewalk Freight Elevator (Gillespie 5000 lb cable Driven) 2 stops
 - Unit #7 Jail Visiting Elevator (Montgomery 2500 lb Passenger Traction) 3 stops
 - Unit #8 Jail W. Duplex Elevator (Montgomery 2500 lb Passenger Traction) 4 stops
 - Unit #9 Jail E. Duplex Elevator (Montgomery 2500 lb Passenger Traction) 4 stops
 - Unit #10 Dumbwaiter Elevator (D.A. Mattot 500 lb Dumbwaiter) 4 stops
 - Unit #11 N.E. Lobby Elevator (Dover 3500 lb Passenger Traction) 8 stops
 - Unit #12 N.W. Lobby Elevator (Dover 3500 lb Passenger Traction) 8 stops
- (There is no Unit #6 elevator)

b. **Old McLean County Courthouse**

200 N. Main Street

Bloomington, Illinois 61701

(just one elevator) 4 stops

- Unit #1 Rotunda Elevator (Montgomery 1500 lb Passenger Traction)

c. **McLean County Health Department**

200 W. Front Street

Bloomington, Illinois 61701

(2 elevators) 6 stops

- Unit #1 Southeast Lobby Elevator (Dover 2500 lb Passenger Traction)
- Unit #2 Southwest Lobby Elevator (Dover 2500 lb Passenger Traction)

d. **McBarnes Memorial Building**

201 E. Grove Street

Bloomington, Illinois 61701

(just one elevator) 3 stops

- Unit #1 Lobby Elevator (Dover 1500 lb Passenger hydraulic)

e. **Fairview Building**

905 N. Main Street

Normal, Illinois 61761

(just one elevator) 3 stops

- Unit #1 Lobby Elevator (Otis 3000 lb Passenger Traction)

Page five

f. Government Center (*)
115 E. Washington Street
Bloomington, Illinois 61701
(4 elevators) 6 stops

Unit #1 North Elevator (Otis 3000 lb Passenger Traction)

Unit #2 Center Elevator (Montgomery 3000 lb Passenger Traction)

Unit #3 South Elevator (Montgomery 3000 lb Passenger Traction)

Unit #4 Sidewalk Freight Elevator (Rotary cable driven) 2 stops

(*) Pricing for this location (for all 4 elevators) to commence on June 1, 2003, and to terminate on December 31, 2003. It is presently covered by a separate contract until May 31, 2003.



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

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

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

Date: August 12, 2002

Subj: **Master Bid for Elevator Maintenance for 2003**

A Request for Proposals (RFP) for routine elevator maintenance, preventive maintenance service, and mandatory inspections for all County passenger and freight elevators for 2003 was advertised for bid in the local periodical of general circulation (the "Pantagraph") on July 6, 2002. A copy of the list of all County facilities that have elevators which are used on a daily basis is attached for your information.

Copies of the master bid packet were mailed on July 6, 2002, to all professionally licensed elevator service providers who perform elevator maintenance on a routine basis in Bloomington/Normal, Illinois. A pre-bid conference was conducted on July 12, 2002, for all interested bidders to answer any questions regarding the bid process.

As advertised, a public bid-opening was conducted on Thursday, August 8, 2002, in Room 703 of the McLean County Law and Justice Center. A total of two (2) bids were received and opened at the bid-opening which was attended by Jackie Dozier, McLean County Auditor.

Attached for your review is a copy of the "Bid Opening Tabulation Sheet" and a copy of each bid received.

KONE Elevator Co., Peoria, Illinois, submitted a bid of \$56,599.00 and ThyssenKrupp Elevator Co. Peoria, Illinois, submitted a bid of \$81,936.00, both bids are for the 2003 budget year. Page "eleven" of the bid packet is attached for each firm and provides the breakdown by County facility of their total bid.

Facilities Management has reviewed the bids and recommends that the bid submitted by KONE Elevator Co. in the amount of \$56,599.00 be accepted and approved by the McLean County Board at the September County Board meeting.

Master Bid for Elevator Maintenance for 2003

August 12, 2002

Page two

KONE has successfully serviced our County elevators for many years. Their submitted bid of \$56,599.00 for the budget year 2003 is \$25,337.00 less than the bid received from ThyssenKrupp Elevator Co. Amendments to the Recommended FY 2003 budget for these accounts have been submitted to County Administration.

Facilities Management therefore requests and recommends approval of the bid submitted by KONE Elevator Co. for the Recommended Budget for 2003.

Thank you.

JEM:

enclosures



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

September 12, 2002

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the Director of Facilities Management and The Farnsworth Group to authorize The Farnsworth Group to proceed with the development and preparation of the construction documents phase of the McLean County Health Department Building Exterior Renovation Project.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David F. W. Setzer

District #8
Paul R. Segobiano
Tarl Renner

District #10
Benjamin J. Owens
Bob Nuckolls



RECEIVED

AUG 29 2002

Facilities Mgt. Div.

To: McLean County Property Committee
Date: September 5, 2002
Project: McLean County Health Department Building Exterior Renovation
202 West Front Street, Bloomington, Illinois 61701
Subject: Presentation of Proposed Design Solution
Presenter: Michael J. Sparks, AIA - Farnsworth Group, Inc.

AGGENDA

I. Design Information Resources

- A. Two meetings with Centria representative regarding exterior metal panels
- B. Discussions with Kawneer Windows representative
- C. Discussion with Vistawall Windows representatives
- D. Discussion with Max Cheatham of JMC Glass
- E. Discussion with Marty O'Brien of O'Brien Glass
- F. Meeting with Vistawall Installer for O'Brien Glass

II. Discussion of Preliminary Design Conclusions

- A. Removal of existing Exterior Insulation & Finish System (EIFS) Panels
 - Remove existing EIFS panels in vertical bands of approximately 20-25 ft. widths.
 - Removal area to be scaffolded and covered to provide complete weatherproofing.
 - Care will be exercised to not damage the existing back-up wall construction and interior finishes.
 - Installation of new system to immediately follow removal of old system and inspection/renovation of existing wall backup construction.
- B. Inspection/Renovation of existing wall backup construction
 - Existing metal studs inadequate for wind loads - will need to reinforce studs with supplemental perpendicular framing or additional vertical members.
 - Inspect existing metal wall studs for corrosion and inadequate anchorage and repair/reinforce if necessary (by unit price bid).
 - Inspect existing wall insulation for moisture damage and replace if necessary (by unit price bid)
- C. Installation of new metal panel system and renovation of window curtainwall system
 - Install new metal panels from top to bottom of building during each vertical section step.
 - Window curtainwall will either be reglazed with new exterior frame covers or completely replaced, dependent of cost.

D. Replacement of Penthouse Covering

- Remove existing EIFS panel wall covering.
- Existing metal wall framing is very corroded at the bottom and will need to be reinforced.
- Install new metal panel wall system.

E. Installation of metal panel roofing over East Atrium

- Install insulation and metal panel roofing to eliminate solar heat gain and water leakage.
- Will coordinate appearance with west entrance roofing.

F. Renovation of Concrete Foundation

- Clean existing concrete with detergent and pressure washing.
- Apply durable exterior finish surface material to resemble limestone and new horizontal metal panel finish.

III. Presentation of Proposed Design Solution *

- A. Proposed Exterior Elevations - To be presented at the Property Committee Meeting.
- B. Proposed Wall Section - To be presented at the Property Committee Meeting.
- C. Proposed Construction Materials - To be presented at the Property Committee Meeting.
- D. Proposed Preliminary Costs - To be presented at the Property Committee Meeting.

IV. Proposed Schedule for Construction Document Phase & Bidding Phase *

- A. Construction Documents ready for bid by Monday, October 21, 2002
(Pending Property Committee approval on 9/5/02)
- B. Bid Phase - Tuesday, October 22, 2002 - Tuesday, November 19, 2002 (4 weeks)
- C. Bid Opening - Tuesday, November 19, 2002
- D. Review bids at Property Committee Meeting - November 7, 2002
- E. Make recommendation to full County Board on November 19, 2002

* **Action Item** - Requires approval by Property Committee.



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

September 12, 2002

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the County Auditor to award the Lease/Purchase Agreement for a new photocopier in the County Auditor's Office to IKON Office Solutions, Inc.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David F.W. Setzer

District #8
Paul R. Segobiano
Tarl Renner

District #10
Benjamin J. Owens
Bob Nuckolls



The Way Business Gets Communicated™

Maintenance Services / Professional Services Agreement

IKON Marketplace Name: Central
Address: Phone # (309) 663-4330
Fax # (309) 663-4135

Order # B60480
Date: 08/01/2002
Sales Rep # B5S028
Sales Rep Name: Tadd Gerst

SHIP TO

Account # _____

Company: McLean County Auditor
Contact: Jackie Dozier
Title: _____

Address: 104 W. Front
Room 602
Bloomington
State: IL Zip+4: 61701-0000
Phone # (309) 888-5150

Leasing Source: Tax Exempt Cert. Attached? Y N P.O.# _____ Exp. Date: _____

BILL TO

Account # _____

Company: McLean County Administration
Contact: Terry Lindberg
Title: _____

Address: 104 W. Front
Room 701
Bloomington
State: IL Zip+4: 61701-0000
Phone # (309) 888-5110

P.O. Required for Future Orders? Y N

Service Description: MAINTENANCE SERVICES (Break-fix/Repairs) PROFESSIONAL SERVICES (Connection/Enabler/Application/Assessment)*
* Statement of Work Required

Qty	Model	Description	Serial #	Equip #	Equip ID	Base Rate	Block of Hours	Cost of Block of Hours	Meter Read	Meter Type	Scan/Copy Allowance	Overage Rate	Key Operator	Key Operator e-mail
1	Alicio 1035	Ricoh Aficio 1035 Copier				.011								

Third Party Authorization (no signature necessary)
 IOSC Canon Ricoh IIT IMS ICIT Other

Customer Authorization (signature required):
 Decline IKON Maintenance Accept IKON Maintenance

Customer Signature: *Jackie Dozier* Date: 8/21/02
 Name (please print): JACKIE DOZIER Title: AUDITOR

IKON Sales Signature: _____

Name (please print): _____ Date: _____

Service Approval Signature: _____ Date: _____

Name (please print): _____ Title: _____

EQUIPMENT

Maintenance Service Term: _____ months

Start Date: _____ End Date: _____

Payment Details:
 Annual Non-Metered
 Block of Hours
 Base + Overage
 Base + Usage
 Usage

Maintenance Service Offering:
 Annual Non-Metered
 Block of Hours
 Base + Overage
 Base + Usage
 Usage

Model # _____ Serial # _____

Other Options: _____

Maintenance billed in IOSC Lease
 Maintenance included in order

SPECIAL INSTRUCTIONS

Customer agrees to purchase and IKON Office Solutions, Inc. ("IKON") agrees to provide the professional and/or maintenance services identified above for the equipment identified above, in accordance with the terms and conditions of this Agreement (including all terms and conditions attached hereto as Exhibit A, all of which are incorporated herein by reference).

Lease Agreement

Number: _____

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc., which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

County of McLean
 Full Legal Name
104 W. Front Room 701
 Customer Location Address
Bloomington McLean IL 61701
 City County State Zip

Customer Billing Contact: Jerry Lindberg
(309) 888-5110
 Phone (ext) Fax
 Customer Billing Address (if different)
 City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	AGC101035	1	BRIDGE UNIT
1	PF70	1	CABINET
1	SR770		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales, Use, and Property Tax <u>\$ 129.00</u>	Advance Payment: \$ _____ (Tax Incl'd) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other
--	---	--	---

ADDITIONAL PROVISIONS (if any) are: #1 Buyout Lease

Sales Tax Exempt YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS:

- Lease Agreement: You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. **You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address.** Our acceptance of this Agreement, when given, is indicated by our signature.
- Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

x Jackie Dozier Date: 8/21/02 JACKIE DOZIER AUDITOR
 (Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

Guarantor Signature _____ Date: _____ Home Address _____
 City _____ State _____ Zip _____
 Home Phone () _____ SSN - -
 (Printed Name of Guarantor, Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No. _____ ("Lease") between IOS Capital, Inc. and _____, as customer ("you"), you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

Signature _____ Date: _____ 28 _____ Printed Name _____ Title _____

IOSCapital

An IKON Office Solutions Company

P.O. Box 9115, Macon, GA 31208-9115

\$1 Purchase Option Addendum

ADDENDUM ("Addendum"), dated as of the 20 day of August, 2002. to that certain agreement no. _____ - B60480 [Insert customer no. first, then insert agreement/schedule no.] ("Agreement") between IOS Capital, Inc. ("we" or us") and County of McLean, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. (a) Notwithstanding anything contained in the Agreement to the contrary and provided that no event of default under the Agreement (or any occurrence that would constitute an event of default with the giving of notice or lapse of time or both) shall have occurred and be continuing, you shall have the option at the expiration of the term of the Agreement (or any renewal or extension), exercisable by giving at least thirty (30) days written prior notice to us, of your decision to purchase all (but not less than all) of the equipment ("Equipment") covered by the Agreement for a purchase price equal to one dollar (\$1.00). If such notice is given, we shall sell and you shall purchase the Equipment for such purchase price. You agree to also pay all sales tax and use taxes payable in connection with the purchase of the Equipment. If you do not elect to purchase the Equipment as provided above, the Agreement shall continue to be in full force and effect.

(b) If you exercise the above purchase option, the Equipment shall be purchased "AS IS", "WHERE IS" and we make NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE in connection with the purchase and sale of the Equipment.

2. All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER: McLean County Auditor

IOS CAPITAL, INC.

By: Jackie Dozier 8/21/02
Authorized Signer Date

By: _____
Authorized Signer Date



Basic Connect Installation Tasks Per Unit:

- Set up base product configuration to manufacturers' specifications
- Attach system to customer's network and test connection
- Installation of print drivers on two (2) PCs
- Test with standard office applications
 - Microsoft Office Suite or Lotus 123
 - Individual Components Lotus Notes
- Training for up to two (2) end users at time of install.
- Provide training to one (1) primary and one (1) backup operator at time of install.
- Detailed product list:

- Adobe Acrobat QuarkXPress Other (Specified)
- Corel WordPerfect Adobe PageMaker

Services Code	Product	Number of Units	Services Code	Product	Number of Units
	Alicio 1035	1			

Basic Implementation Cost:

Additional Professional Services Cost:

Description _____

Total Cost:

- Customer does not require the connectivity option for the digital device(s) detailed above. If connectivity is desired at a later time the services prescribed above in the "Installation Tasks Per Unit" section will be performed at an assigned cost for that device(s).

McLean County Auditor Account Name	104 W. Front, Bloomington, IL 61701 Location
<i>Jackie Dozier</i> Customer Acceptance Signature	JACKIE DOZIER, AUDITOR Name and Title
	8/21/02 Acceptance Date
IKON Analyst Acceptance Signature (required)	Name and Title
	Acceptance Date



JACKIE DOZIER
COUNTY AUDITOR

(309) 888-5151

104 W. Front • Room 602 • P.O. Box 2400 • Bloomington, Illinois 61702-2400

August 22, 2002

Memo To: The Honorable Chairman and Members of the Finance Committee

From: Jackie Dozier, Auditor

Re: Contract Approval for Ikon Copier

I am asking that the Finance Committee (and County Board) formally approve a copier contract that was signed by my office in an emergency situation prior to County Board approval.

Our existing copier has been needing repairs much more frequently than we like and are comfortable with. Therefore, I approached Administration and received the okay to go ahead with the Lease/Purchase of an Ikon copier. The contract used was one previously approved by the County Board when presented to them by Terry Lindberg. We used the same terms and content.

Our costs for the year 2002 will be \$695 for four months of lease payments and approximately \$120 for maintenance. We will be getting \$385.00 back on the old copier maintenance agreement.

Thank you.

Jackie Dozier

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF RUSSELL D. JOHNSON
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Russell D. Johnson as a Commissioner of the Chenoa Drainage District, 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 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Russell D. Johnson as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2005 or until a successor shall have been qualified and appointed.

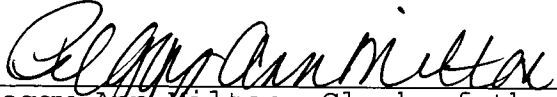
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Russell D. Johnson and Mr. Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

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 JEFFREY G. ABBEY
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 3, 2002 of Jeffrey G. Abbey as a Commissioner of the Cropsey-Lawndale Drainage District, 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 70 Illinois Compiled Statutes, 605/3-9, 4-1, 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 Jeffrey G. Abbey as a Commissioner of the Lawndale-Cropsey Drainage District for a term of three years to expire on the first Tuesday in September, 2005 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jeffery G. Abbey and Mr. Tom Brucker, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

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 ROBERT BORNGASSER
AS A COMMISSIONER OF THE
WHITE STAR DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Robert Borngasser as a Commissioner of the White Star Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

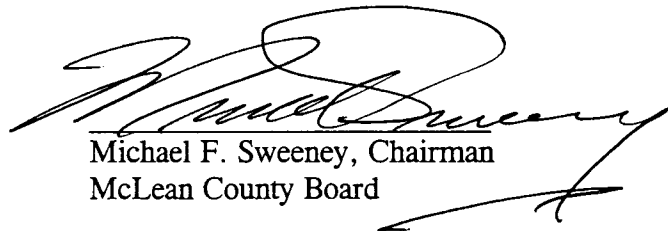
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Robert Borngasser as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2005, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and Hunt Henderson, Attorney for the District.

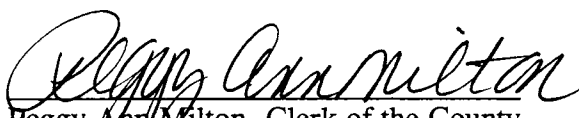
ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

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)

SS

A RESOLUTION FOR REAPPOINTMENT OF P.A. "SUE" BERGLUND
AS A MEMBER OF THE BOARD OF MID-CENTRAL COMMUNITY ACTION, INC.

WHEREAS, due to the expiration of term of P.A. "Sue" Berglund on the Board of Mid-Central Community Action, Inc., 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 Statues, Chapter 20, Section 625/3 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P.A. "Sue" Berglund as a Member of the Board of Mid-Central Community Action, Inc. for a term of two years to expire on October 1, 2004 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 Director of Mid-Central Community Action, Inc.

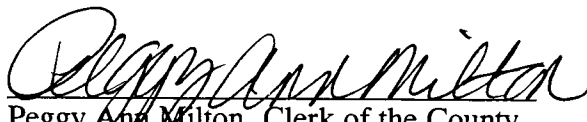
ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

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)

SS

A RESOLUTION FOR REAPPOINTMENT OF BENJAMIN OWENS
AS A MEMBER OF THE BOARD OF MID-CENTRAL COMMUNITY ACTION, INC.

WHEREAS, due to the expiration of term of Benjamin Owens on the Board of Mid-Central Community Action, Inc., it is advisable to consider an appointment or reappointment to this position; and,

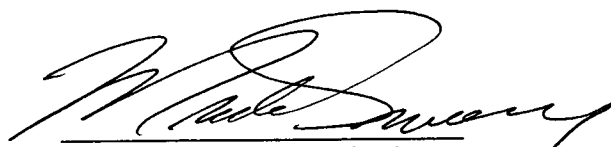
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statues, Chapter 20, Section 625/3 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Benjamin Owens as a Member of the Board of Mid-Central Community Action, Inc. for a term of two years to expire on October 1, 2004 or until a successor shall have been qualified and appointed.

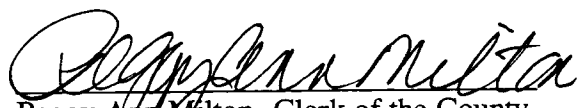
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Benjamin Owens and the Director of Mid-Central Community Action, Inc.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JEROME DENZER
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Jerome Denzer on the Board of Trustees of the Lantz Cemetery District, 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 805, 320/4, has the responsibility to fill a six-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 Jerome Denzer as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 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 Jerome Denzer and John Yoder, Attorney at Law.

Adopted by the County Board of McLean, County, Illinois this 17th day of September, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF WAVA KAUPP
AS A TRUSTEE OF THE HINTHORN CEMETARY DISTRICT

WHEREAS, due to the expiration of term of Wava Kaupp, on the Board of Trustees of the Hinthorn Cemetary District, it is advisable to consider an appointment or reappointment to this position; and

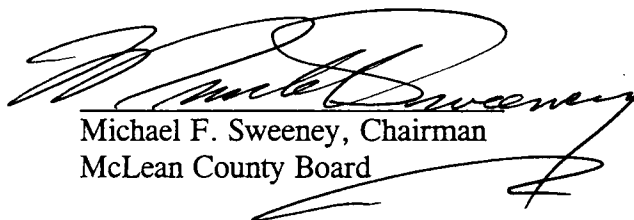
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment or reappointment, with the advice and consent of the County Board, now therefore,

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 Wava Kaupp as a Trustee of the Hinthorn Cemetary District for a six-year term to expire on August 31, 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 Wava Kaupp and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetary Board.

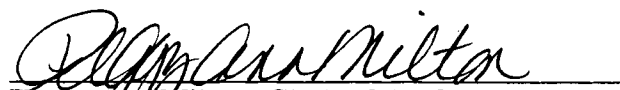
Adopted by the County Board of McLean, County, Illinois this 17th day of September, 2002.

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)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF GEORGE A. FARNSWORTH
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to expiration of term of George Farnsworth, a Commissioner of the Public Building Commission, it is advisable to consider an appointment or reappointment to this position; and,

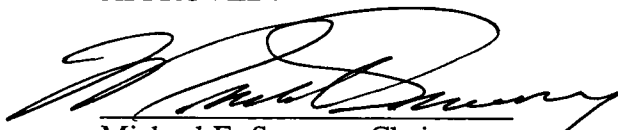
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George A. Farnsworth for a five-year term of office to expire on October 1, 2007, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

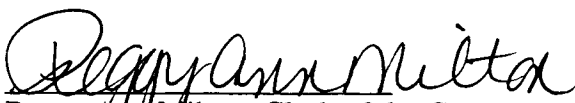
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to George A. Farnsworth, and David Wochner, Attorney for the Public Building Commission.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

APPROVED:


Michael F. Sweeny, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF GLENN WILSON
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD


WHEREAS, due to the resignation of Stephen Stockton as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill the remainder of a four-year term by appointment, with the advice and consent of the County Board; now, therefore,

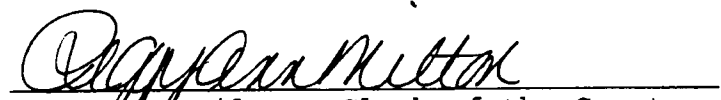
BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Glenn Wilson as a Member of the Emergency Telephone System Board for the remainder of a four-year term with the term expiring upon the third Tuesday in January, 2005, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Glenn Wilson.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

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

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the TriValley Angels Girls' Fastpitch Softball team during the 2002 summer softball league season; and,

WHEREAS, during the 2002 summer softball league season, the TriValley Angels Girls' Fastpitch Softball team compiled a record of 12 wins and 7 losses; won the tournament title game by a score of 6 - 1; and won the Southeast McLean County Travel Softball league championship; and,

WHEREAS, the TriValley Angels Girls' Fastpitch Softball team consisted of girls entering the 3rd, 4th and 5th grade at TriValley schools; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Coach Dennis Dail, Assistant Coaches Joe Rogus and Tim Norman and Team Members Becky Dail; Kendall Gher; Tanna Hinthorne; Brianna Hunt; Hannah Lessen; Michelle Myszka; Nikki Norman; Callie Rogus; Stephanie Stenger and Sarah Wilson; now, therefore,

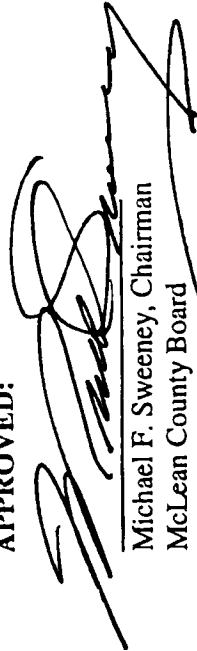
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the TriValley Angels Girls' Fastpitch Softball team are to be congratulated on winning the Southeast McLean County Travel Softball League Championship and on an outstanding season.

APPROVED by the McLean County Board this 17th day of September, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Chairman Sweeney noted the following Proclamation:

**PROCLAMATION OF THE McLEAN COUNTY BOARD
DECLARING OCTOBER 6 – 12, 2002 AS NATIONAL 4-H WEEK**

WHEREAS, the week of October 6 – 12, 2002 has been designated as National 4-H Week to mark 100 Years of Service by the 4-H Youth Program; and,

WHEREAS, 4-H Programs began throughout the country in the early 1900's in response to young people and their need for better agricultural education; and,

WHEREAS, in 1912, O. H. Benson established federal-state-county programs through cooperative agreements, which tied the three entities of Extension work together; and,

WHEREAS, the passage of the Smith-Lever Federal Act in 1914 established the Cooperative Extension Service as a part of the U.S. Department of Agriculture; and,

WHEREAS, the 4-H emblem, the four-leaf clover, stands for head, heart, hands, and health; and,

WHEREAS, the concept of helping young people achieve in agriculture had its beginning in McLean County in 1917 with the forming of a Boys and Girls Club program, the first County in Illinois to have such a club; and,

WHEREAS, in 1918, 1435 rural boys and girls enrolled in a 4-H Club program to raise gardens and livestock as their part of the war effort; and,

WHEREAS, the idea of a McLean County 4-H Fair was conceived in 1923 and the first fair was held at the Coolidge farm three miles west of Bloomington, where thirty boys and girls exhibited livestock, a few vegetables and sewing; and,

WHEREAS, the McLean County 4-H Fair is believed to be the oldest running and largest 4-H Fair in the world; and,


WHEREAS, it is fitting and appropriate for the McLean County Board to recognize and proclaim the week of October 6 – 12, 2002, as National 4-H Week in McLean County; now, therefore,

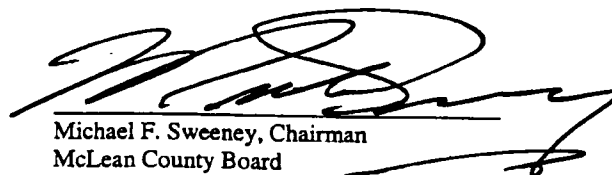
BE IT RESOLVED by the McLean County Board that the week of October 6 – 12, 2002, is hereby proclaimed as NATIONAL 4-H WEEK in McLean County.

ADOPTED by the McLean County Board this 17th day of September, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF STANFORD AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM

WHEREAS, the Village of Stanford (hereinafter the Village) is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County (hereinafter the County) is a body politic and corporate and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the Village; and

WHEREAS, the Village and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the Village and the County to implement and support an Integrated Justice Information System (hereinafter the IJIS) which will provide essential law enforcement information and services to the Village and the County; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Be responsible for the initial IJIS software and upgrade costs, as well as any future system wide upgrades or enhancements, in consideration of the Village agreeing to utilize the IJIS for entry of all Village police incident crime reports.
2. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.
3. Control any changes to the IJIS software. To enhance the cooperative work effort between the Village and the County, along with representatives of other system users, an IJIS Work Group consisting of representatives from the County, other system users and the Village shall be appointed to review, approve, and prioritize any fixes and enhancements to the IJIS software and database and then to see that the updated IJIS software is distributed to all IJIS users.
4. Provide the following levels of service on a best efforts basis:

The IJIS software and database will be available at a 95% level, 7 days per week, 24 hours per day.

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) hour maintenance segments of a two (2) hour duration each scheduled monthly with advance notice to the IJIS Work Group.

When it is necessary to upgrade the operating system and/or the ORACLE software and/or the database, it may be necessary to use an alternate system which may have less functional capability than IJIS.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Availability and restoration of the IJIS will be provided as soon as possible.

No liability will be attributed to the County for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the Village will be limited to actual damages incurred. The County shall, upon request, provide the Village with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

5. Provide an IJIS Master Name Records function which will include name collapse, delete and expungements of master name entries.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

The Village shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the Village. This includes the updated required versions of the IJIS application software, the operating system software, and/or any support software.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.
4. Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56 kbs to provide communications to/from the County. Where communication is initiated by the Village at a slower speed, the County reserves the right, at the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communications links will be addressed outside of this Agreement.

5. Agree that the IJIS software is proprietary software which has been developed and licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, for use by the County.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or content to any other person, entity, municipality, or corporation, and to refrain from willfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the Village for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the Village or the failure of the Village to properly maintain those components of the system under its obligation to maintain. If the Village or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred. The Village shall, upon request, provide the County with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

The Village and the County shall:

1. Agree to utilize the ORACLE Discover ("Ad Hoc" query tool), unless otherwise determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, to the County.
3. Agree to implement and enforce the IJIS Workstation Security Policy which is attached to this Agreement as Appendix A and, by reference, is hereby incorporated as a part of the Intergovernmental Agreement.

The Village and the County agree that:

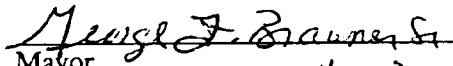
1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Village may unilaterally terminate this Agreement with 6 months notice.
2. In the event either the County or the Village terminates this Agreement, County agrees to provide an electronic transfer of all Village data on the IJIS system, without any charge to the Village. In the event this agreement is terminated by the Village, Village agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.

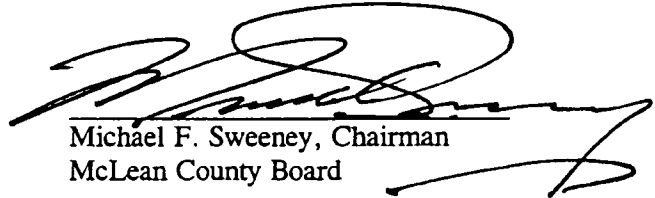
3. This Intergovernmental Agreement is subject to the approval of the Village of ~~Hudson~~ ^{Stanford} and McLean County before it becomes effective.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

The Village and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Village of Stanford:

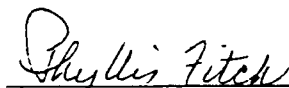
For McLean County:



 Mayor
 Village of Stanford *Village President*


 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:

ATTEST:


 Village Clerk
 Village of Stanford, Illinois


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

e:annadm@ijis_stanford.gov

Members Sommer/Hoselton moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Village of Stanford and McLean County to Implement and Support an Integrated Justice Information System - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer noted the Appointments of Members Sue Berglund and Benjamin Owens to the National Steering Committee.

TRANSPORTATION COMMITTEE:
 Member Bass, Chairman, presented the following:



TRAFFIC SIGNAL MAINTENANCE AGREEMENT

McLean County		
Address		
102 S. Towanda-Barnes Road		
City, State, Zip		
Bloomington, IL 61704		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number	Fax Number	FEIN/TIN
309/ 663-9445	309/ 662-8030	37-6001569

Brief Description of Service (full description specified in Parts 4 & 5)			
This is the Master Agreement for McLean County maintenance and apportionment of energy costs for traffic control devices located on County Highways within or near the City of Bloomington as show on the attached Exhibit A.			
Agreement Term			
From:			
To:			


REQUIRED SIGNATURES

By signing below, McLean County and City of Bloomington agree to comply with and abide by all provisions set forth in Parts 1-3 herein and any Appendices thereto.

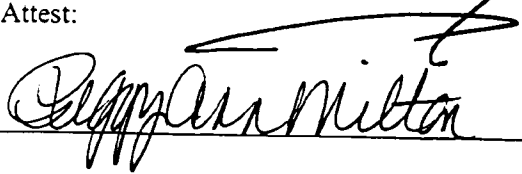
City of Bloomington

McLean County

By: _____

By: 
 Chairman, McLean County Board

Attest: _____

Attest: 

INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between City of Bloomington, hereinafter called "City" and the McLean County hereinafter called the "County".

Part 1	Scope of Services/Responsibilities
Part 2	Compensation for Services
Part 3	General Provisions
Exhibit A	Locations of Subject Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1

SCOPE OF SERVICE/RESPONSIBILITIES

A. Maintenance. The City agrees to maintain the traffic signals and other traffic control devices at the intersections listed on Attachment A, attached hereto and incorporated herein by reference, as amended from time to time. For purposes of this Agreement, maintenance shall include all of the activities listed on Exhibit B, attached hereto and incorporated herein by reference. Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the City, either with its own forces or through contractual agreements.

B. Maintenance Level. The signals and traffic control devices shall be maintained to at least the level of maintenance specified in Exhibit B, which meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

C. Deficiencies in Maintenance. If in the judgment of the County, the City has not provided maintenance in accordance with the maintenance level specified for this signal installations and devices which it has agreed to maintain, the County will give the City a 30 day notice in writing of specific deficiencies. If the City has not corrected the deficiencies and notified the County within the 30-day period, the County may arrange for the appropriate maintenance efforts and bill the City for its share of costs.

D. Interconnect & Timing. This Agreement shall include maintenance of all signal equipment and interconnects associated with interconnected signal systems listed on Exhibit A. The City, in cooperation with the County, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any intersection without prior County approval.

E. Amendments. Exhibit A may be amended from time to add or delete signals, traffic control devices or interconnects, by written agreement of the parties.

F. Plan Review. All traffic signal plans prepared by others for installation on County highways, which are to be added to this agreement, must be reviewed and approved by the City and the County.

PART 2

COMPENSATION FOR SERVICES

A. Cost Sharing. The City and County shall share the cost of energy and maintenance of traffic signals and/or other traffic control devices as indicated in Exhibit A. Each party's proportionate share of the cost shall be determined by the number of approaches to the intersection maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as well as engineering costs for any approved coordination and timing studies, shall be shared as indicated in Exhibit A.

B. Billing. The City shall bill the County for its costs on a monthly basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices covered by this Agreement. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the County before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The County reserves the right to examine the records of the City to determine that costs billed are fully documented.

City costs are composed of labor, equipment, materials and the quality of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the City to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be determined by reference to the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 3

GENERAL PROVISIONS

A. Term of Agreement/Renewal. The term of this Agreement shall be for one year from the date of execution by all parties. It shall renew automatically for subsequent one year terms unless terminated by either party.

B. Amendments. All changes to this Agreement must be mutually agreed upon by City and County and be incorporated by written amendment, signed by the parties.

C. Termination. Either party may terminate this Agreement by giving written notice to the other 60 days prior to the end of the then current term.

D. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the City and the County for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the County be superseded and be of no force or effect.

FOLLOWING IS A LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION.
 THE LEVEL OF MAINTENANCE REFERS TO THE TRAFFIC SIGNAL MAINTENANCE
 PROVISIONS IN EXHIBIT B.

EXHIBIT A
 MASTER AGREEMENT TABLE
 BLOOMINGTON

LOC. NO. INTERSECTION	MAINTENANCE		ENERGY		Level
	County %	City %	County %	City %	
141 Towanda Barnes Ireland Grove Road	100	0	100	0	1
142 Towanda Barnes and General Electric Rd.	50	50	50	50	1
143 Towanda Barnes and Ft. Jesse Road	50	50	50	50	1

Approved: September, 2002

Revised:

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his signature and date of entry. These shall be kept in the cabinet to assist the City on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Failure to meet IDOT's specifications shall be justification for permanent removal of the non-compliant equipment by the County, with the cost of removal to be the responsibility of the City.

Any costs incurred as a result of exceeding IDOT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the City.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system. The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection, or at least every six months.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of City. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of City.

5. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

6. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the County shall share in the loss.

7. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

8. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

Provide the County the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the County informed of any changes of same.

9. L.E.D. SIGNAL HEADS

Maintain all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as

possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD REPLACEMENT

Provide replacement light emitting diodes (L.E.D.) signal heads that conform to the latest applicable Institute of Transportation Engineers (I. T .E.) specifications for L.E.D. signal heads, including but not limited to, color and intensity requirements.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

Assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems every six months or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

E. ANNUAL

1. RELAMP

Clean reflectors, lenses and lamps once every twelve (12) months or as needed. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

2. CONTROLLER CHECK

Remove and clean and overhaul the controller (except solid-state), relays, special auxiliary control equipment, and time clocks once a year or more often if necessary. When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a bi-annual cabinet inspection.

3. CONFLICT MONITOR TESTING

Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, Conflict/Voltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (inc. Red/Green Dual Display,

Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.

4. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

5. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways. (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

6. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the County.

Members Bass/Hoselton moved the County Board approve a Request for Approval of Agreement for Signal Maintenance with the City of Bloomington. Member Bass stated the following: this intergovernmental agreement is for the City to maintain traffic control signals on Towanda-Barnes Road, Ireland Grove Road, GE Road, and Fort Jesse Road. The City will share the maintenance and energy cost 50/50 with the County for the GE Road and Fort Jesse Road signals. The legal staffs of both the City of Bloomington and the County have agreed to this. They should be commended for their extra effort. You will note that we are moving rather swiftly along Towanda-Barnes. It is practically done. With the exception of striping, we are now traveling 55 mph up to Ireland Grove. He then noted the entire report on pages 66-69. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Segobiano stated the following: at the Executive Committee Meeting we discussed turning this stretch of road over to the City of Bloomington since they occupy the land on both the east and west. Did we set a time frame on that or is that just a matter that is being looked in to? Member Bass stated the following: we will bring a report to you. It is not uncommon for the County to turn over to a municipality a section of road that is within their limits; however, it has to be accepted by both parties. We will give you a more thorough report.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

PART I – SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Part I, Section B.**
- D. The term "TANF" is defined as Temporary Assistance for Needy Families.
- E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II – PARTIES' OBLIGATIONS

- A. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
 - 4. The Department's Child Support Enforcement Manual.
 - 5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
 - 6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

B. Department's Obligations. The Department agrees:

1. To refer or cause to be referred to the State's Attorney IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of IV-D child support obligations.
2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the State's Attorney within five (5) days after receiving said changes and amendments.
3. To provide assistance to the State's Attorney for initial interview of custodial and non-custodial parents and preparation of pleadings, including a determination of arrearages owed, as reflected in court payment and Department records.
4. To review all cases referred to the State's Attorney to insure that information is both pertinent and accurate and that documents are complete.
5. To make available to the State's Attorney the services of its State Parent Locator Service.
6. To provide access to IV-D case records of the Department for use by the State's Attorney in performing its duties under this Agreement.
7. To inform the State's Attorney, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the State's Attorney.
8. To monitor on a monthly basis the State's Attorney's performance of and compliance with the duties undertaken in this Agreement.
9. To provide training to Department or State's Attorney staff on specific issues of mutual concern.
10. To furnish, at the request of the State's Attorney, available assistance, information and documents needed by the State's Attorney in order to verify payments, amount of collections, or reduction of claims.

C. State's Attorney's Obligations. The State's Attorney agrees:

1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement, and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
2. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a proposed budget and a personnel plan submission for the State's Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding Agreement between the parties.

3. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a complete operational plan, hereinafter referred to as **Appendix A.**, outlining all activities to be performed by the State's Attorney's IV-D Unit in the next contract year.
4. To provide initial and ongoing training to newly assigned and existing State's Attorney staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, the Family Support Information System (FSIS), Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The State's Attorney will provide to the Department a current copy of all training packets and modules.
5. To maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) calendar days prior to their occurrence.
6. To submit monthly reports and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation with the State's Attorney, and any report required by the Federal Office of Child Support Enforcement.
7. To report to the Department, within five (5) calendar days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
8. To establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. A report detailing all such purchases made during the month shall be submitted to the Department by the 7th work business day after the end of the month along with reports of actual expenditures (**Part III, Section C.2.**).
9. To use all reasonable diligence in performing the duties undertaken in this Agreement.

~~10. During the course of this contract period but no later than December 1, 2001, to meet with a representative from the Department to discuss possible revisions to **Appendix A.** and other sections of this Intergovernmental Agreement, effective July 1, 2002 through June 30, 2003. These discussions will include development of a statewide model for the delivery of child support services. (Replaced with insert below moved from Appendix A)~~

That when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases.

PART III – FUNDING

A. Budget and Inventory.

1. The State's Attorney's budget (**Appendix B., Part 1**) and Personnel Services Detail (**Appendix B., Part 2**) and operational plan (**Appendix A.**), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement for FY03 shall not exceed \$297,670. The Maximum amount available under this Agreement for FY04 shall not exceed \$124,029.
2. The State's Attorney will secure the Department's prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State's Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. The State's Attorney shall conduct an inventory of equipment purchased with Department funds, using an inventory list provided by the Department, ~~and submit a detailed report of equipment to the Department~~ in accordance with the provisions of 45 CFR 74.34 and the Department's policy. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the State's Attorney agrees to cooperate. The State's Attorney shall submit the report to the Department no later than December 31, 200† 2 and December 31, 2003 to:

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 300
Chicago, Illinois 60601
5. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other State and Federal law and regulations, the State's Attorney shall transfer to the Department, upon the request of the Department, all equipment purchased under the terms of this or any preceding Agreement between the parties, ~~or the residual value of the equipment, if this Agreement is terminated or if said equipment is no longer needed by the State's Attorney~~ to perform its duties under this Agreement.

6. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs for purposes of developing the State's Attorney's budget and any revisions thereto, and computing the amount of direct and indirect costs payable under this Agreement.
7. The budget shown in **Appendix B**. results from certain assumptions, including but not limited to salary increases as passed by County Board resolutions, regarding State's Attorney cost rates. Should actual rates vary from the assumptions, the Department and the State's Attorney may negotiate an amended budget.

B. Funding and Payment.

1. The Department will arrange for funding, during the period covered by this Agreement, in accordance with existing federal regulations, to reimburse the State's Attorney for direct and indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in the budget incorporated into this Agreement as **Appendix B**. The Department will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with federal regulations.
2. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of Title IV-D child support enforcement efforts.
- ~~3. All Title IV-D funds held by the State's Attorney must be deposited in an interest-bearing bank account. Any interest earned on the Title IV-D money must be identified and deducted from actual expenditures reported to the Department.~~
43. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the State's Attorney. The Department will reimburse the State's Attorney for any underpayment of such finally determined costs under **Part III, Section B.1.**, and the State's Attorney will reimburse the Department for any overpayment under **Part III, Section B.1.**, within sixty (60) calendar days after such determination.
54. The total direct and indirect costs incurred by the State's Attorney in performing the duties undertaken in this agreement are to be one hundred (100%) funded through a combination of federal and State funds, except for those costs not mutually agreed upon or not subject to FFP, as provided in **Part III, Section B.1.**
65. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full payment owed to the State's Attorney by the Department or the IV-D client under Federal or State law for the duties performed by the State's Attorney under this Agreement. The State's Attorney will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
76. The State's Attorney will be solely responsible and liable for all expenditure disallowances resulting from audit by the federal Office of Child Support Enforcement or by the

Department. The State's Attorney will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the State's Attorney timely notice of any such disallowances and an opportunity to rebut any question of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for any disallowances concerning expenditures the State's Attorney undertook at the request of, or with the written approval of, the Department.

87. All expenditure reports and revisions to expenditure reports for the period July 1, 2002, through June 30, 2003, must be received by the Department no later than August 8, 2003, in order to ensure payment under this Agreement. All expenditure reports and revisions to expenditure reports for the period July 1, 2003, through November 30, 2003, must be received by the Department no later than January 15, 2004 in order to ensure payment under this Agreement. Failure by the State's Attorney to present such reports prior to the August 8, 2003 and January 15, 2004 deadline may require the State's Attorney to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
98. The amount of indirect costs allowable under this Agreement is the amount reflected on **Appendix B.**

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and C.3.**, and upon the availability of Federal and State funds.
2. The State's Attorney will submit to the Department reports of actual expenditures ten (10) ~~work~~ business days following the month of such expenditures. (See **Appendix C.**) Under Illinois' Prompt Payment Act, the Department will authorize payment to the State's Attorney within thirty (30) days after receipt of complete, accurate and valid expenditure reports with appropriate documentation ~~in order to facilitate payment to the State's Attorney within sixty (60) days.~~ Reports shall be mailed to:

Illinois Department of Public Aid
Division of Finance and Budget
Contract & Expenditure Processing Unit
509 S. 6th Street, 3rd Floor
Springfield, Illinois 62701

3. The State's Attorney agrees to maintain and submit to the Department records, including but not limited to, payroll records, ~~time sheets,~~ purchase orders, leases, billings, adequate to identify total time expended each month by State's Attorney staff filling positions indicated in **Appendix B.**, and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Part III, Section B.1.**, only those expenses or portions thereof stated in **Appendix B.** are reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of

payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.

4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates. Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 300
Chicago, Illinois 60601

5. Prior written approval from the Department must be secured by the State's Attorney in order to receive reimbursement for the following:
 - a. The cost of new or additional leases or rental agreements for either real or personal property.
 - b. The cost of any ~~non-expendable personal property exceeding furniture and equipment of at least \$100.00 in unit cost and having a life expectancy of more than one year or,~~ regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for EDP equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
 - c. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in **Part V, Section E.4.**
6. The onsite State's Attorney contact name and phone number for equipment and furniture inventory is:

Name: _____

Phone Number: _____

7. The Department shall be responsible for maintaining and providing supplies for any hardware and software provided directly by the Department. The State's Attorney shall contact the following local LAN Coordinator regarding supplies and maintenance related for this equipment:

Name: _____

Phone Number: _____

8. The State's Attorney shall be responsible for obtaining hardware, software and office equipment maintenance agreements and for purchasing supplies for all equipment purchased under this or any Agreement between the parties.

PART IV – COMPLIANCE

- A. If the Department determines that the State's Attorney's compliance with one or more provisions of this Agreement is unacceptable, the ~~Department~~State's Attorney will develop a plan for corrective action by mutual agreement with the ~~State's Attorney~~Department.
- B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V – TERMS, CONDITIONS & CERTIFICATIONS

- A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
1. Provisions apply to successive events and transactions;
 2. "Or" is not exclusive;
 3. References to statutes and rules include subsequent amendments and successors thereto;
 4. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
 5. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
8. Words in the plural which should be singular by context shall be so read, and vice versa; and
9. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

B. **Term and Scope of Agreement.**

1. **Term.** This Agreement shall be effective on July 1, 2002, and shall continue through November 30, 2003 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
2. **Renewal.** Subject to the provisions stated in **Appendix A, Paragraph 35**, this Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the applicable Department's Administrative Rules, shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

C. **Termination of Agreement.**

1. **Availability of Funds.** This Agreement is subject to the availability of Department appropriation and the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall be subject to automatic termination as provided in this **Part V, Section C.** in any year for which the General Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation or reappropriation to pay such obligations. The Department shall provide notice to the County of the cessation of funding and termination of this Agreement under this section within five (5) calendar days after the Department receives notice that its funding will cease.
2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the State's Attorney without cause upon thirty (30) days' written notice to the other party. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services. Upon termination, the State's Attorney shall be paid for work satisfactorily completed prior to the date of termination.

3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the State's Attorney's ability to perform under this Agreement, the State's Attorney will immediately notify the Department in writing.
4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services.
 - a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - b. If the State's Attorney breaches any of the representations, warranties or covenants set forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department's ability to collect FFP;
 - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the child support enforcement program;
 - d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section F.2.** of this Agreement; or
 - e. If an extraordinary event beyond the control of the State's Attorney such as destruction of the facility by fire, flood or another act of God, prevents the State's Attorney from fulfilling their obligations under this Agreement.

D. Contract Management and Notices.

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the State's Attorney and various administrative units within the Department. All communications from the State's Attorney to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 300
Chicago, Illinois 60601

2. **Notices.**
 - a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person,

obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Jackie Garner, Director
Illinois Department of Public Aid
201 South Grand Avenue East
Springfield, Illinois 62763

State's Attorney: Charles G. Reynard
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, Illinois 61702-2400

Remittance Address: McLean County State's Attorney
P.O. Box 2400
Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Meredith E. Ritchie, Contract Manager
Telephone: (312) 793-3846
Fax: (312) 793-0878

State's Attorney: Todd C. Miller
Telephone: (309) 888-5400
Fax: (309) 888-5429

E. Payment.

1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the State's Attorney until such Federal funds are released to the State, at which time the Department will release to the State's Attorney the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or suspended in accordance with **Part V, Section F.4.**

3. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the State's Attorney of any such corrections.
4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to State rules, regulations and reimbursement rates for those individuals associated with this Agreement.

F. General Terms.

1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
 - a. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
 - b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign such amendment within fifteen (15) business days after receipt, this Agreement shall terminate as provided in **Part V, Section C.**
3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.
4. **Audits and Records.**
 - a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including but not limited to the Department and its representatives, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to cooperate fully with any such review or audit. Upon reasonable notice by any authority, the State's Attorney shall provide, in Illinois, or any other location designated by the authority, during normal business hours, full and complete access to the relevant portions of the State's Attorney's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the Department shall adjust future or final payments otherwise due to the State's Attorney. If no payments are due and owing to the State's Attorney, or if the overpayment(s)

exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall immediately refund all amounts which may be due to the Department.

- b. **Retention of Records.** The State's Attorney shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The State's Attorney shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this **Part V, Section F.4.** shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

5. **Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois.
- b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the State's Attorney.

6. **Confidentiality.**

- a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- b. **Confidentiality of Program Recipient Identification.** The State's Attorney shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the State's Attorney and its employees and by

the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.

7. **Disputes Between State's Attorney and Other Parties.** All disputes between the State's Attorney and any subcontractor retained by the State's Attorney shall be solely between such subcontractor and the State's Attorney, and the Department shall be held harmless by the State's Attorney.
8. **Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The State's Attorney and its principals, employees, and subcontractors are prohibited from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.
10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement.
11. **Nondiscrimination.** The State's Attorney shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but not limited to the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement ~~and having a useful life of one (1) year or more and an acquisition cost of at least \$100.~~ The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.
14. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement.
15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS 5/2-105.
16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the State's Attorney and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policy-making role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The State's Attorney shall immediately notify the Department's Ethics Officer in writing if the State's Attorney solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the State's Attorney informed as to the name and address of the Ethics Officer. Should an employee of the State's Attorney take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.

17. **Subcontracts.**

- a. If the State's Attorney will utilize the services of a subcontractor in its performance under this Agreement, the State's Attorney shall so state in an attachment to this Agreement and list in that attachment the names and addresses of each subcontractor that will be used and the expected amount of money each subcontractor will receive.
- b. If the State's Attorney adds or changes any subcontractor during the term of this Agreement, the State's Attorney shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
- c. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The State's Attorney shall remain responsible for the performance of all subcontractors.

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

G. **State's Attorney Certifications.**

1. **General Warranties of State's Attorney.**

- a. The State's Attorney warrants to the Department that:
 - I. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
 - ii. The person executing this Agreement on behalf of the State's Attorney is duly authorized to execute the Agreement and bind the State's Attorney to all terms and conditions hereunder; and
 - iii. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.
- b. Violation of any of these warranties by the State's Attorney shall subject this Agreement to automatic termination pursuant to **Part V, Section C.**

2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.

3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The State's Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.
5. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
6. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.
7. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
8. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's Attorney certifies, under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the State's Attorney's signature are correct.
9. **Lobbying.**
 - a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the State's Attorney, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State's Attorney shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal Operations.

- c. The State's Attorney shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
10. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.
11. **Non-Exclusion under Procurement Code.**
- a. **Current Exclusion.** The State's Attorney certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*).
 - b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement, the State's Attorney is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*), the State's Attorney shall notify the Department of such debarment or suspension within 30 days after its imposition.
12. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither participates nor 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.
13. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the State's Attorney is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
14. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the State's Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

IV-D Program's CFDA Number is 93.563.

State's Attorney's Federal Taxpayer Identification Number Certification:

FEIN: 37-6001569

Legal Status:

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Real Estate Agent
- Non Resident Alien
- Medical and Health Care Services Provider Corporation
- Tax Exempt Organization (IRC 501 (a) only)
- Governmental Entity
- Not-for-profit corporation
- Trust or Estate
- Foreign corporation, partnership, trust or estate

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

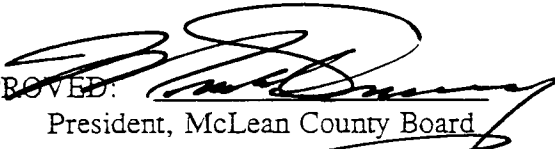
MCLEAN COUNTY, ILLINOIS

By: _____
Jackie Garner, Director

By: _____
Charles G. Reynard, State's Attorney

Date: _____

Date: _____

APPROVED: 
President, McLean County Board

Jim Ryan, Illinois Attorney General

Date: _____

Date: _____

APPENDIX A
MCLEAN COUNTY STATE'S ATTORNEY

In this Cooperative Intergovernmental Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

~~The State's Attorney agrees that when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases.~~

The State's Attorney ~~further~~ agrees to prohibit attorneys employed by the Office of the State's Attorney in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
34. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) work business days of receiving results of attempts.

- #5. Request services of State Parent Locator Service within four (4) ~~working~~ business days after determining the whereabouts of the absent parent is unknown by changing status of current address in KIDS to previous.
- 56. Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when paternity parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
- 67. ~~Establish an order for support within ninety (90) calendar days on cases referred by the Department to the State's Attorney regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or effect service of process necessary to commence proceedings to establish support and, if necessary, paternity parentage (or document unsuccessful attempts to serve process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85).~~
 Within ninety (90) calendar days after referral by the Department, either
 - a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or
 - b. effect service of process necessary to commence proceedings to establish support and, if necessary, paternity (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file), or
 - c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time frame.

The State's Attorney will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. The State's Attorney shall follow state presumptive guidelines on parentage cases, including seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 78. Complete actions to establish an order for support regardless of whether or not paternity parentage has been established for support from ~~the date of filing or the date of service of process, whichever is later~~, within the following time frames:
 - (1.) 75 percent in six (6) months;
 - (2.) 90 percent in twelve (12) months.
- 89. File an action to enforce an existing order for support within 30 calendar days after the date the Department identifies a delinquency or other support related noncompliance with the order or the location of the absent parent, whichever occurs later.
- 910. File an action to modify an existing order for support within 30 calendar days after the date the Department identifies the location of the absent parent and notifies the State's Attorney.

- †011. Seek medical insurance coverage for each child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
- †12. ~~Seek reimbursement of public assistance from non-custodial parents;~~ retroactive support in accordance with Department policy.
- †13. Seek entry of orders that provide for immediate income withholding.
- †14. Notify the Department, whenever possible, at least 30 days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- †15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and all parties after the end of each court session.
- †16. Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home and employer address, and driver's license information, and record any informational additions or changes and submit same for data entry.
- †17. Record in KIDS out of court non-cooperation cases within five (5) ~~work~~ business days after a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will ensure that non-cooperation in Court is addressed in the relevant court order. The State's Attorney will provide to the Department a completed Form DPA 493A in each case in which a TANF client cooperates after having been previously reported as uncooperative.
- †18. ~~Submit a completed reporting form (Order Summary Form or successor form), court order if appropriate, for each case referred, and all orders resulting from a respondent's filing a Petition to Stay;~~ Provide to the Department a copy of all support orders and related data sheets within five (5) ~~working~~ business days after the legal action.
- †19. Provide to the Department information on a client that the State's Attorney suspects is receiving TANF illegally.
- †20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the debt. If the State's Attorney relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the State's Attorney agree to entry of an order excluding use of an Offset Program.
- 2021. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of ~~paternity~~ parentage for a duty of support.

~~21~~22. Mail all URESA/UIFSA orders to the Department within seven (7) ~~work~~ business days after entry by the Courts.

~~22~~23. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Assistant State's Attorney that represented the Department in the trial court shall inform the Department's IV-D Technical Advisor Judicial Legal Liaison by telephone or facsimile transmission and provide a report with all necessary supporting documentation; shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid	Illinois Department of Public Aid
Office of General Counsel	Division of Child Support Enforcement
Owen Field, General Counsel	Yvette Perez-Trevino, Judicial Legal Liaison
100 W. Randolph Street, 10 th Floor	280 East Indian Trail Road
Chicago, Illinois 60601	Aurora, Illinois 60505

and the Public Aid Bureau of the Office of the Attorney General as listed in **Appendix A.32**.

24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.

~~23~~25. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.

~~24~~26. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.

~~25~~27. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.

~~26~~. ~~Take all prescribed steps and actions to comply with the requirements of any corrective action plan mutually agreed upon with the Department.~~

~~27~~28. Respond to status requests and inquiries from the Department within five (5) ~~work~~ business days after the request or inquiry.

~~28~~29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.

~~29~~30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.

3031. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the SDU.

3132. Provide written description of any perceived conflict of interest to the ~~Office of the Illinois Attorney General's Public Aid Claims Enforcement Bureau, 301 E. Monroe, Springfield, Illinois 62706~~ for review and determination to:

Office of the Illinois Attorney General
Public Aid Claims Enforcement Bureau
301 E. Monroe
Springfield, Illinois 62706

Illinois Department of Public Aid
Office of General Counsel
Owen Field, General Counsel
100 W. Randolph Street, 10th Floor
Chicago, Illinois 60601

33. File proof of claims, when appropriate, in bankruptcy court to preserve and enforce child support obligations.

34. Pursue asset seizure action through the utilization of citations to discover assets and/or non-wage garnishments.

35. a. Increase the number of cases with financial court orders by assuming an integrated role in case management involving the non-assistance client population requesting services from DCSE. As part of this goal, the State's Attorney staff shall work with the Department's regional manager in case referral and preparation. The regional manager shall provide a quarterly report to the State's Attorney which will tally the number of non-assistance cases without financial court orders and shall hold a meeting with the State's Attorney once each quarter to discuss results. Increasing the number of non-assistance financial court orders can be accomplished by:

1. Requesting the deletion of any duplicate cases;
2. Obtaining signed cancellation requests from clients no longer wanting Child Support services; or
3. Acquiring a financial support order.

b. Generate an annual average of at least 43 legal action referrals per month (not including the LARs that the Department's regional staff prepares) and perform all associated case preparation. This will include generating proper paperwork through the KIDS system including such client contact as necessary, coding the KIDS system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in McLean County Circuit Court or making an intrastate referral to another region within the State of Illinois, or preparing an Initiating Interstate Case to a Sister State.

c. Obtain an annual average of at least 32 financial orders per month. Financial orders include Child Support Orders, Interventions into Actions which have existing Child Support Orders in McLean County Circuit Court and Registration of Foreign Financial Orders. Financial orders are reported on the InfoNet on the Attorney Report matrix.

The above criteria must be met by June 30, 2003 in order for the State's Attorney to be eligible for a renewal to begin December 1, 2003. Should one or more of the above criteria not be met

by the State's Attorney, then this agreement shall terminate on November 30, 2003 with no renewal options.

=====

Members Sommer/Renner moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney - Child Support Enforcement Division - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

REQUEST FOR PROPOSALS
for
LAW ENFORCEMENT AND PROSECUTION-BASED
VICTIM SERVICES PROGRAMS
funded by
The Illinois Criminal Justice Information Authority

General Information

What types of programs will be targeted with these grant funds?

Funds available under this request for proposals (RFP) are targeted at the creation or expansion of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices. Fundable services are limited to those activities related to assisting crime victims in addressing issues and overcoming obstacles that arise from their victimization.

Who is Eligible?

State, county, municipal and campus law enforcement agencies and prosecutors' offices are eligible to apply (approved contracts will be with the governmental entity i.e. "City of Mudville on behalf of the Mudville Police Department." Priority consideration will be first to prosecutors' offices that do not currently offer victim assistance services then to law enforcement agencies in counties where there are no prosecution-based victim assistance services, followed by all other applicants. Additional information concerning eligibility requirements can be found in Section II of this RFP.

How long will the program run?

The Victims of Crime Act (VOCA) Law Enforcement and Prosecution Based Victim Services grant funds from this RFP will be available for a maximum of 24 months beginning no later

January 1, 2003. Funding for the full 24 months will be dependent on project performance.

Funding beyond the 24 months will be dependent on project performance and availability of funds.

How much is available?

A maximum of \$1,650,000 in federal VOCA funding is being made available for this RFP. Funds will be allocated among multiple projects depending on the number and quality of responses received. These funds are a portion of the Victims of Crime Act (VOCA) Victim Assistance Grant from the Office for Victims of Crime to the Illinois Criminal Justice Information Authority for direct services to victims of crime.

How much can I ask for?

Requests of \$25,000 to \$100,000 in federal funds per year for a two-year period (i.e., total request amounts may range from \$50,000 to \$200,000 will be considered by the Authority.

Requests for under the minimum or over the maximum may be considered at the Authority's discretion. **VOCA funds may not be used to supplant or replace state and local funds that would otherwise be available for crime victim services and must be used to develop new projects or expand an existing project.**

How much match is required?

Grant funds may not be used for more than 80% of the total cost of the project. The remaining portion of the project costs must be met through a cash or in-kind (soft) match contribution to the project from non-federal sources. In-kind match includes, but is not limited to, staff time directed toward the program, volunteer hours contributed, pro-rata portion of agency rent and utilities, and equipment designated specifically for the program.

How do I apply?

After reading through the RFP in its entirety, **complete all materials** in the separate proposal application packet as detailed in Section VII of this RFP.

When is the proposal due?

Proposals must be received by **12:00 noon on Friday, October 18, 2002**. Facsimile transmissions are not acceptable. Late proposals will not be accepted. To be accepted for consideration, proposals must meet the requirements set forth in this Request for Proposals. **If you intend to submit a proposal, please submit the enclosed "Letter of Intent" no later than September 25, 2002.**

How do I submit the proposal?

Proposals may be mailed or delivered in a sealed envelope marked:

Federal and State Grants Unit
Illinois Criminal Justice Information Authority
120 South Riverside Plaza, Suite 1016
Chicago, Illinois 60606-3997
Attention: VOCA Law Enforcement & Prosecution RFP

Who do I contact with questions?

Contact the Illinois Criminal Justice Information Authority's toll-free number at 1-888-425-4248.

The Authority's web site, www.icjia.state.il.us, also provides information on this RFP.

Section I. Background

What is the Victims of Crime Act (VOCA)?

The Victims of Crime Act (VOCA) was passed in 1984 for the purpose of compensating and assisting victims of crime and providing funds for training and technical assistance. The 1984 VOCA legislation established the Crime Victims Fund (Fund) in the U.S. Treasury and authorized the Fund to receive deposits of fines and penalties levied against criminals convicted of federal crimes. The funds are allocated to states by formula by the Office for Victims of Crime of the U.S. Department of Justice. The primary purpose of the VOCA funds is to support the provision of direct services to victims of crime. States are required to allocate a minimum of 10 percent of the funds received for services to each of the following: victims of sexual assault, domestic violence, child abuse, and underserved victims of violent crime.

The Illinois Criminal Justice Information Authority is the state agency charged with the administration of the federal VOCA funds earmarked for direct services for victims of crime. In recent years, Illinois' VOCA awards have ranged from \$5.3 million to \$16.9 million.

Why are funds being targeted at the expansion or creation of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices?

In 1999, the Illinois Criminal Justice Information Authority began a comprehensive planning process to develop a statewide plan to serve, among other things, as a framework for a comprehensive approach to coordinating the allocation and expenditure of all Federal and state grant funds appropriated to the Authority. The 18-month project, which was launched under the oversight of the Authority's Planning and Research Committee, resulted in the Criminal Justice Plan for the State of Illinois.

The planning process was guided by research, data collection, professional input and consultation, and highlighted by a two-day Criminal Justice Planning Assembly held in June 2000 in which

nearly 150 policymakers, service providers, researchers, private citizens, and government officials participated. Following the Assembly, advisory committees were convened to refine issues and develop strategic plans in six broad topic areas: 1) drug and violent crime; 2) juvenile crime; 3) victims of crime; 4) offender services; 5) community capacity building; and 6) information systems and technology. Each committee was comprised of representatives from the criminal justice system, victim services and community groups.

The Victims of Crime Advisory Group developed goals and objectives related to the provision of quality victim services including the need to ensure a minimum provision of basic services to all victims of crime. The group developed funding recommendations for specific program areas for the VOCA funds administered by the Authority. After recommending continued funding of current initiatives, the group identified the need for additional funding to address gaps in services including law enforcement and prosecution-based victim services programs. Based on the group's recommendation, the Authority's Budget Committee allocated \$1.65 million to law enforcement agencies and prosecutors' offices for the development or expansion of direct services to victims of crime.

Section II: Eligibility

Eligible applicants include state, county, municipal, and campus law enforcement agencies and prosecutors' offices that meet the following sub-recipient organization requirements:

1. **Public or Nonprofit Organizations.** Are operated by a public or non profit organization, or a combination of such organizations, and provide direct services to crime victims;
2. **Record of Effective Services.** Demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective

- manner, and financial support from other sources;
3. **New Programs.** Those programs that have not yet demonstrated a record of providing services may be eligible for VOCA funds if they can demonstrate that a minimum of 25 percent of their financial support comes from non-federal sources;
 4. **Meet Program Match Requirements.** Matching contributions of 20 percent (cash or in-kind) of the total costs of the VOCA project. Match is to be committed for each VOCA-funded project and derived from resources other than federal funds and/or resources;
 5. **Volunteers.** Sub-recipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement;
 6. **Promote Community Efforts to Aid Crime Victims.** Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local or Native American task forces, commissions and/or working groups; and developing written agreements, which contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds;
 7. **Help Crime Victims Apply for Compensation.** Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status;
 8. **Comply with Federal Rules Regulating Grants.** Comply with the applicable provisions of VOCA, the VOCA Program Guidelines, and the requirements of the Office of Justice Programs Financial Guide, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received;
 9. **Maintain Civil Rights Information.** Maintain statutorily required civil rights statistics on victims served by race or national origin, sex, age and disability, within the timetable established by the State grantee; and permit reasonable access to books, documents, papers, and records to determine whether the recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the victim;
 10. **Comply with State Criteria.** Abide by any additional eligibility or service criteria as established by the State grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the State grantee;
 11. **Services to Victims of Federal Crime.** Provide services to victims of Federal crimes on the same basis as victims of state/local crimes;
 12. **No Charge to Victims for VOCA-Funded Services.** Provide services to crime victims, at no charge, through the VOCA-funded project;

13. **Client-Counselor Confidentiality.** Maintain confidentiality of client-counselor information as required by State and Federal law;
14. **Confidentiality of Research Information.** Except as otherwise provided by federal law, no recipient of monies under VOCA shall 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 VOCA; and
15. **Civil Rights. Prohibition of Discrimination for Recipients of Federal Funds.** No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance.

Section III: Eligible Activities

The Illinois Criminal Justice Information Authority hopes to promote the creation or enhancement of services for victims of crime provided by law enforcement agencies and prosecutors' offices through this funding opportunity. Consideration will **only** be given to proposals from law enforcement agencies and prosecutors' offices to provide direct services to crime victims such as:

- **Crisis Counseling:** In-person crisis intervention, emotional support, guidance and counseling provided by advocates, counselors, mental health professionals, or peers. May occur at the scene of a crime, immediately after a crime, or be provided on an on-going basis.
- **Follow Up Contact:** In-person and telephone contacts and written communications with victims to offer emotional support, provide empathetic listening, check on a victim's progress, etc.
- **Information and Referral (In-person):** In-person contacts with clients during which time services and available support are identified.
- **Information and Referral (Telephone Contacts):** Telephone contacts with victims during which time services and available support are identified.
- **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, victim impact statements, assistance with restitution, transportation, child care, assistance with property return, and post-sentencing services and support.
- **Emergency Legal Advocacy:** Filing temporary protective orders, and elder and child

abuse petitions.

- **Assistance in Filing Compensation Claims:** Making victims aware of the availability of crime victim compensation and providing assistance in the filing process. May also involve 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 victim; assisting in filing for losses covered by public and private insurance programs; accompanying victim to the hospital; etc.

Funds may be used for personnel costs and other costs necessary and essential to providing direct services. A list of specific items that can be funded under this RFP and associated dollar limits is detailed in Appendix B of the proposal application packet.

SECTION IV: UNALLOWABLE ACTIVITIES AND COSTS

The following services, activities, and costs are **unallowable** and **cannot be supported** with VOCA victim assistance grant or matching funds. *This list MUST be considered when developing proposal content. Proposals that include these unallowable items as VOCA grant or match funded services, activities or costs, will be subject to a reduction in their point allocation and costs associated with these activities will be deducted from the amount requested (see Section VIII: Review Criteria and Procedures).*

1. Coordination of public and private efforts to aid crime victims, including but not limited to serving on task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams, and developing written agreements that contribute to better and more comprehensive services to crime victims;
2. Lobbying and administrative advocacy;
3. Perpetrator rehabilitation and counseling;
4. Needs assessments, surveys, evaluations, studies and research efforts that study and/or research a particular crime victim issue;
5. Activities directed at prosecuting an offender or improving the criminal justice system's effectiveness and efficiency such as witness notification and management activities and expert testimony at a trial; victim/witness protection costs and

- victim/witness expenses such as travel to testify in court and subsequent lodging and meal expenses;
6. Fundraising activities;
 7. Indirect organizational costs such as liability insurance on buildings; capital improvements; security guards; property losses and expenses; real estate purchases; mortgage payments; and construction;
 8. Reimbursing crime victims for expenses incurred as a result of a crime;
 9. Nursing home care, home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment;
 10. Relocation expenses for crime victims;
 11. Salaries, fees and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims;
 12. Development of protocols, interagency agreements and other working agreements that benefit crime victims;
 13. Costs of sending individual crime victims to conferences;
 14. Crime prevention activities;
 15. Legal representation such as for divorces or civil restitution recovery efforts; and due to issues of cost-effectiveness identified by the Office for Victims of Crime, non-emergency legal advocacy efforts performed by staff attorneys; and
 16. Administrative costs.

SECTION V: REPORTING REQUIREMENTS

Quarterly progress and fiscal reports will be required of the successful applicants. The nature and format of these reports will be determined by the Authority prior to implementation of the project. The purpose of these reports is to allow the Authority to monitor the progress and spending of the project. In addition, closeout reports will be required upon the project's completion.

SECTION VI: PROPOSAL DEVELOPMENT

Proposal development should carefully follow the requirements set forth in the following sections.

Proposals should:

- (1) be as concise as possible yet include important details and address the requirements set forth herein;

- (2) use language that is clear to persons who are not an expert in the field of victim services;
and
- (3) clearly and fully explain how the applicant intends to fulfill RFP requirements.

SECTION VII: CONTENT of PROPOSAL APPLICATION PACKET and LAYOUT

To be accepted for consideration, proposals must meet the requirements set forth in this RFP.

Applicants must submit an original (unbound) proposal application packet and five (5) complete copies of the packet along with a copy of the completed application packet on diskette. The copies may be bound. The application packet can be downloaded from the Authority's web site at www.icjia.state.il.us. Proposals must be on 8 1/2" x 11" paper, single-sided, 12 point font size, and include the following in the order indicated:

- (1) **Completed Background Information/Cover Sheet** that includes the name and address of the organization, the full name of a contact person, telephone number, facsimile number, and total amount of funding requested and other information related to the proposed program; [form attached in proposal packet- ATTACHMENT 1];
- (2) **Completed Proposal Content (Parts I-VII)**: [form attached in proposal packet- ATTACHMENT 2];

Proposals must answer all questions as set forth in the Proposal Content (Parts I-VII).

Part I: Description of Organization

This section will help us to gain a general understanding of your agency's overall goals and activities, not just the activities for which you are seeking VOCA funding.

Part II: Summary of Program.

This section will help us to understand the specific project for which you are

seeking VOCA funds including all direct services to be provided to crime victims. Do not include description of activities that will not be part of the VOCA grant or match funded activities.

Part III: Statement of Problem

This section will help us to understand why this project is so important to the crime victims and community you serve.

Part IV: Goal/Objectives/ Performance Indicators

This section will help us better understand where your project is ultimately going (GOAL), how it will get there (OBJECTIVES), and how you will know when your project has gotten there (PERFORMANCE INDICATORS).

A goal is a general statement of what your project hopes to accomplish. A universal goal has been developed for these projects.

Objectives are the specific, measurable, and realistic activities you intend to bring about. A table in the proposal application packet will assist you in developing the objectives for your project.

Examples of objectives include:

- (i) We will provide services to 20 victims each month of the program.
- (ii) We will provide each victim with at least one hour of service.
- (iii) We will provide 2 referrals for each victim as need requires.

Performance Indicators gauge the performance of your program. The Authority will develop performance indicators based on your responses to the objective section. These indicators will be used as the basis for the quarterly performance reports.

Part V: Program Strategies.

The answers to this section will help us to understand how the Goal and Objectives for your project are going to be accomplished, and how the VOCA grant and match funded activities will address the problem described.

Part VI: Implementation Schedule.

The implementation schedule should be used as a planning tool for the project and should reflect a realistic projection of how the program will proceed and should describe in outline form, the VOCA grant and match funded activities which will be undertaken to accomplish each objective, who will be responsible for each activity and the expected completion date of each activity.

Part VII: Proposed Budget and Budget Narrative.

This section will detail the staff and/or other items for the proposed project that are to be paid for with federal or match funds. Instructions for this section can be found in Appendix A of the proposal application packet. Budget categories include: personnel services/fringe benefits, equipment, commodities, travel, and contractual. A fringe benefit worksheet has been included to detail the specific

benefits and their associated percentages or dollar amounts. A list of allowable costs and their associated dollar amounts is included in the proposal application packet (Appendix B).

Other Information to be Included:

- (2) A signed statement of compliance with each of the requirements listed in Section III: Eligibility, [form attached in proposal packet- ATTACHMENT 3];
- (4) A signed certification that (a) the applicant is not barred from contracting with any unit of state or local government as a result of violation of 720 ILCS 5/33E-3 or 5/33E-4, and (b) that it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded. [form attached in proposal packet- ATTACHMENT 4];
- (5) A signed certification regarding the State of Illinois Drug Free Workplace Act (30 ILCS 580) [form attached in proposal packet - ATTACHMENT 5]; and
- (6) A signed Federal Lobbying/Debarment Certification [form attached in proposal packet - ATTACHMENT 6].
- (7)...A signed and completed VOCA Volunteer Certification and Waiver Form [form attached in proposal packet-ATTACHMENT 7], only if requesting a waiver for volunteers.

Proposals that do not address each of these points will not be considered.

Proposal packages will be opened at 12:00 noon on Tuesday, October 21, 2002, at the Authority. Proposals not submitted in a sealed envelope will be rejected. Submissions that do not include the complete original proposal application (including items 1 through 6, as outlined above and item 7 as needed), five copies and the completed application on diskette will not be considered.

SECTION VIII: REVIEW CRITERIA AND PROCEDURES

The Authority reserves the right to reject any or all proposals if it is determined that submission(s) are not satisfactory. The Authority also reserves the right to invite one or more

applicants to resubmit amended proposals. Proposal scores will be determined using the following criteria.

(1) **Need for Program/Past Commitment** – The proposal illustrates the need for the program (**max. 10 points**). The need for the program has been successfully corroborated by meaningful current data. (**max. 10 points**)

(7) **Responsiveness to Proposal** - The proposal addresses all parts of the RFP well and demonstrates an ability to successfully implement the program. (**max. 50 points total**)

Summary of Program (max. 10 points).

Statement of Problem (max. 15 points).

Goal and Objectives (max. 10 points).

Program Strategies (max. 15 points).

(3) **Implementation Plan** - Has been included; is complete, clear and reasonable. (**max. 5 points**)

(4) **Adequacy of Cost Estimates** - Proposed project costs for services, activities and other items will be assessed to determine how realistic they are, and the extent to which they have been allocated in a cost-efficient yet effective manner. (**max. 10 points**) The Budget Narrative includes all budgeted items listed in the Budget line by line, all costs are accurately calculated and relevance to the program is clearly explained. (**max. 10 points**)

(5) **Inclusion of Match** - The budget and budget narrative explain the amount and source of matching funds, and include an itemization of the costs to which matching funds will be applied. The VOCA Program has a 20% cash or in-kind match requirement from non-federal sources. The federal amount must not exceed 80% of the total VOCA project cost. (**max. 5 points**)

Use the following formula to calculate federal and match amounts.

To calculate the federal amount: total project cost x .8 = federal amount

To calculate the match amount: federal amount/ 4 = match amount

A panel of external reviewers with expertise in victim services will review the proposals. A panel of Authority senior staff will do a final review of proposals for allowability of costs. Their recommendations will be forwarded to the executive director of the Authority. A preliminary

award decision will be made and applicants will be notified of the Authority's decision at the earliest possible date. Successful applicants whose proposals contained unallowable costs will have their award reduced by the total amount of all unallowable costs.

Priority will be given to program proposals scoring 80 or above from prosecutor's offices that do not currently have a victim services program, followed by proposals that score 80 or above from law enforcement agencies in counties that do not have prosecutor-based programs. Any funds remaining after determining the total number of dollars needed to fund proposals receiving priority will be allocated to other programs based on their scores.

GRANT CONTENT

The content of the selected proposal, including possible modifications, will help define the project and will be appended to a grant awarded to the applicant. In addition, other grant obligations include, but are not limited to, an anti-bribery clause, drug-free workplace certification, subcontractor limitation, international boycott certification, debarment certification, equal employment opportunity, assurance of compliance to standards that minimally adhere to the Illinois Procurement Code, and nondiscrimination certifications. Failure of the selected applicant to accept grant obligations may result in cancellation of the selection. The Authority reserves the right to extend the grant at its discretion.

Members Sommer/Johnson moved the County Board approve a Request for Authorization to Submit Grant Proposals - State's Attorney's Office.
(1) Law Enforcement and Prosecution-Based Victim Services Programs - Victims of Crime Act (VOCA)
(2) Project Safe Neighborhoods - Bureau of Justice Assistance
Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer noted the General Report on pages 115-121.

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



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

September 12, 2002

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

Pursuant to the Resolution Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance, which was approved by the McLean County Board on July 23, 2002, your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Court Services to fill one vacant Adult Probation Officer position. The salary for this position is subsidized 100% by the Administrative Office of the Illinois Courts.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
RA. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmert

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David F. W. Selzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Finance Committee
From: Roxanne K. Castleman *RKC*
CC: Honorable Chief Judge John P. Freese
Date: 08/29/02
Re: Hiring Freeze

As you are aware in July of 2002, the County Board voted to impose a hiring freeze for McLean County general fund employees. In order for a department to fill a position which becomes vacant, approval must be obtained from the Finance Committee.

Since the action was taken by the Board, the Court Services Department has a vacancy in the adult probation division. The position that has become vacant is a 100% AOIC funded position. If this position is not replaced, the county will not receive the revenue from the State for the position. Freezing this position, or any 100% position, in the Court Services Department will not result in substantial savings for McLean County in 2002. The county only receives the revenue when the position is filled.

Not only is this not a cost saving for the county, holding positions in the Court Services Department is a hardship for both the department and the community. Presently the department is functioning below the recommended staffing level, and not being able to replace an officer escalates this staffing shortage. Adult officers' caseloads are presently averaging over 150 per officer. If we are not allowed to fill this position, the officers' average caseload will rise to over 180 per officer. The adult offenders will not receive the supervision needed to assist them in following their court orders, and chances of an offender reoffending increase.

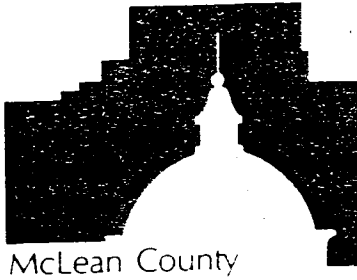
Due to the above issues, I would respectfully request the Finance Committee authorize McLean County Court Services filling any open positions in the department that are 100% AOIC funded.

I will be present at the Finance Committee meeting to answer any questions you may have. Thank you in advance for your consideration of this matter.

RKC:mp

Members Sorensen/Arnold moved the County Board approve a Request for Approval of a Request Received from Court Services Department to Fill Open Adult Probation Officer Position - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



COURT SERVICES
104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400
(309) 888-5360 Adult Division Fax (309) 888-5434
(309) 888-5370 Juvenile Division Fax (309) 888-5831

Memo

To: Honorable Members of the Finance Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge John P. Freese

Date: September 5, 2002

Re: Hiring Freeze

On September 3, 2002, I requested the Finance Committee grant Court Services permission to replace an adult probation officer, and the request was approved at that time. Since that date, we have an additional opening in the Court Services office which I am requesting we receive approval to replace.

A part-time juvenile detention officer has resigned effective September 20, 2002. This position does not receive any reimbursement from the State, and is funded by the general fund. This part-time position assists us in maintaining minimum staffing levels. If we did not fill this position, we would have to pay overtime to fill these staffing holes. Since the detention center is a 24 hour service, we cannot leave a position open; we need to either replace the position, or pay overtime to an existing staff.

Due to the above issues, I would respectfully request the Finance Committee authorize McLean County Court Services to fill the part-time juvenile detention position.

I will be present at the Finance Committee's stand-up meeting to answer any questions you may have. Thank you in advance for your consideration of this matter.

RKC:mp

Members Sorensen/Arnold moved the County Board approve a Request for Approval of a Request Received from Court Services Department to Fill Open Part-Time Juvenile Detention Officer Position - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



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

August 27, 2002

TO: Mr. Matt Sorensen, Chairman
Finance Committee
FROM: Sheriff David Owens
SUBJ: MCDF STAFFING

Dear Mr. Sorensen:

I am writing this letter to explain to you the need to fill a vacant correctional officer's position in the McLean County Detention Facility.

On 8/22/02, we received a resignation from one of our correctional officers, which leaves the Detention Facility with six (6) correctional officer slots that we are not able to utilize in the facility. We have one (1) new hire (D.O.E. 8/19/02), one (1) on military leave, one (1) on FLMA Leave, two (2) vacancies due to resignations and one (1) position that will not be filled due to budget constraints.

Each shift has a minimum staffing level of at least nine (9) posts. Because of these vacancies, our correctional officers are called upon to work many hours of overtime. During the month of September alone, there are twenty-two (22) known overtime slots. This number can easily increase with call ins due to illness or injury.

Excessive overtime creates safety and security concerns in the Detention Facility. It also has a negative impact on staff morale when overtime is the only means of maintaining minimum staffing levels. I am, therefore, requesting that I be allowed to fill the vacant position that resulted from the resignation of the correctional officer who resigned on 8/22/02.

David Owens
Sheriff

DO:jc

Members Sorensen/Arnold moved the County Board approve a Request for Approval of a Request Received from the Sheriff's Department to Fill Open Correctional Officer Position - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

From: Reynard, Charles
Sent: Tuesday, September 10, 2002 2:20 PM
To: 'Matt@CTB123.net'; 'tberg19621@aol.com'; 'TRENNER@TITAN.iwu.edu';
'RGRTHUMB@BIGFOOT.com'; 'rlarnold@ilstu.edu'; 'AKINZINGER@Yahoo.com'
Cc: Zeunik, John; Lindberg, Terry; Griffin, Teena; Outlaw, Cindy
Subject: Request for Finance Committee Stand-Up Meeting consideration

To: Chairman Sorenson and Members of Finance Committee

In recognition of the hiring freeze, I am requesting authority to hire two assistant state's attorney positions. The existing vacancies (in misdemeanor and juvenile units) were noticed prior to the commencement of the freeze. Recruiting and interviews also began before the freeze. The hiring process took much longer than anticipated and we are now prepared to make offers to the candidates. I am seeking your authority to do so. I will be present to answer any questions you may have at the time of your stand-up meeting on September 17. However, feel free to contact me sooner as well. Thank you for your consideration.

Charley

Charles Reynard
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, IL 61701
309-888-5400

Members Sorensen/Salch moved the County Board approve a Request for Approval of a Request Received from the State's Attorney's Office to Fill Two Open Assistant State's Attorney Positions - State's Attorney's Office. Member Sorensen stated the following: I know it sounds like we are being cavalier this morning by approving all these positions. I am optimistic that many of you have read the Minutes from the Finance Committee where we have been extremely diligent in questioning these Department Heads regarding the necessity to fill these openings, consistent with the Board's wishes to hold as many of these positions open as possible. The Board is only seeing the ones that the Finance Committee has checked off on. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001**

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for all departments and agencies within the General Fund 0001; and,

WHEREAS, reductions in revenue received from the State of Illinois for photo processing sales tax, personal property replacement tax, and salary reimbursement for probation officers combined with losses in local sales tax revenue as a result of property annexations by the City of Bloomington have caused Fiscal Year 2002 General Fund revenues to decline by \$686,350.00; and,

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2002 General Fund Appropriation and Budget Ordinance to reflect these circumstances; and,

WHEREAS, the Finance Committee, on Tuesday, September 3, 2002, and the Executive Committee, on Tuesday, September 10, 2002, recommended approval of an Emergency Appropriation Ordinance to reflect these circumstances; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce and otherwise amend the appropriated budgets of the General Fund 0001 department as follows:

Public Defender's Office – 0021

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0057	0516-0001	Occasional/ Seasonal Employees	\$6800.00	\$3798.00	\$3002.00

2. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the departments and agencies herein affected.

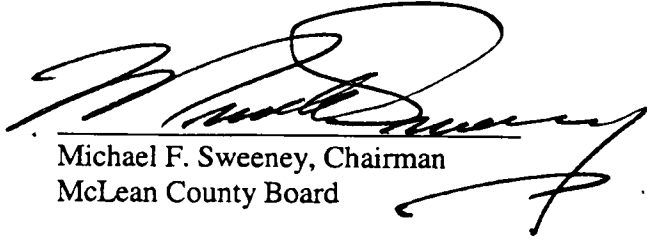
ADOPTED by the County Board of McLean County this 17th day of September, 2002.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the 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 an Emergency Appropriation Ordinance Amending the Fiscal Year 2002 General Fund Adopted Budget - Public Defender's Office. Member Sorensen stated the following: this is actually a budget reduction consistent with the Finance Committee's commitment to cut the current year 2002 budget. In this regard, this Department Head and staff felt that they could cut this budget by \$3,798 for Fiscal Year 2002. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2002

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 20, 2001 which became effective on January 1, 2002; and,

WHEREAS, the Highway Department is experiencing increasingly complex engineering design and project management demands; and,

WHEREAS, reclassification of an existing Civil Engineer I position to Civil Engineer II would assist in meeting these demands; and,

WHEREAS, the Finance Committee, at its Committee meeting on September 3, 2002, recommended the approval of a change in the Full-Time Equivalent Positions Resolution to provide for this reclassification, 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:

FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME NOW	NEW
0120-0055-0056	11	513.6105 Civil Engineer I	1.0	0.0
0120-0055-0056	12	513.6106 Civil Engineer II	1.0	2.0

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

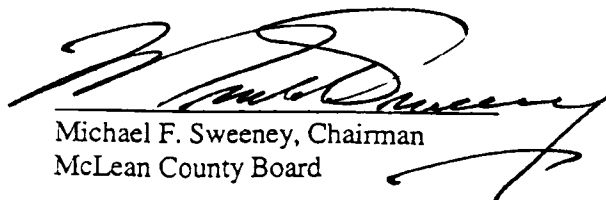
ADOPTED by the County Board of McLean County, Illinois, this 17th day of September, 2002.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the 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 Funded Full-Time Equivalent Positions Resolution for FY 2002: Reclassification of Civil Engineer I to Civil Engineer II - Highway Department. Member Selzer said the following: I read the minutes and I read the County Engineer's request. I support this but I want to make it clear that I support this because of the amount of work that the department has and the need for that position. I am still in fear, just like I was with MetCom, that we are opening the floodgates. If an employee is working more overtime then do we give them a higher salary? We need to be careful. Member Sorensen stated the following: I think Member Selzer is absolutely correct and I think that the Finance Committee had those exact same concerns and articulated them during our meeting but felt strongly that this is the right thing to do. Member Kinzinger stated the following: the Finance Committee came down on this four in support, two opposed. Member Rodman and I opposed this. I asked what the pressing issue for the reclassification was and how the department would be affected if we did not do this. I think those are the questions that we need to ask in the Finance Committee Meetings during this tough budget year. The response that was given to us was this is a morale issue. I have a hard time supporting an increase in County funds just simply to increase morale when that is questionably subjective. I am going to oppose this will request a roll call vote on the issue. Member Sommer stated the following: I would presume that the Finance Committee exercised due diligence in their review of this situation; however, the rest of you may want to consider the possibility of a rules change in the future because the Oversight Committee, which would normally be the Transportation Committee in this regard, did not discuss this issue. It came to the Finance Committee as a personnel issue. Member Sorensen stated the following: frequently these issues go to the Transportation Committee as an informational item and they are discussed there. Member Sommer stated the Oversight Committee should have had an opportunity to review the situation in a formal setting. Clerk Milton shows the roll call vote as follows: Arnold-yes, Bass-no, Bostic-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-no, Nuckolls-yes, Owens-yes, Renner-yes, Rodman-no, Salch-yes, Segobiano-no, Selzer-yes, Sommer-yes, and Sorensen-yes. Motion carried twelve to four.

Chairman Sorensen noted the items for information found on pages 133-167.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there are no items for action and the General Report is located on pages 168-180.

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

GENERAL INFORMATION

A. Public Museum: **McLean County Museum of History (located at old McLean County Courthouse)**

Physical Address: **200 N. Main Street** City: **Bloomington, Illinois** Zip: **61701**

Public Museum's Web site address: <http://www.mchistory.org>

B. Year the Public Museum was established: **1904**

C. Project Title: **Exterior Renovation and Repair of the McLean County Museum of History located at the old McLean County Courthouse**

D. County in which the Public Museum is located: **McLean County, Illinois**

E. Illinois Senate District: **44** Illinois Representative District: **88** F. U.S. Congressional District: **15**

G. Federal Employer Identification Number (FEIN) of Public Museum or Fiscal Agent (if applicable) to whom grant funds will be issued: **37-600-1569 (McLean County as Fiscal Agent)**

Check one: Public Museum FEIN [] Fiscal Agent FEIN []

H. Complete the following as described in Guidelines for H, I, and J:

Fiscal Agent Organization: **McLean County Board**

Fiscal Agent CEO's Name: **Mr. Michael F. Sweeney** Title: **County Board Chairman**

Address: **104 W. Front Street, P.O. Box 2400** City: **Bloomington, IL** Zip: **61702-2400**

Phone: **(309) 888-5110** Fax: **(309) 888-5111** Email: **MICHAELSWEEENZ@AOL.COM**

I. Public Museum CEO Name: **Mr. Greg Koos** Title: **Executive Director**

Organization: **McLean County Museum of History**

Address: **200 N. Main Street** City: **Bloomington, IL** Zip: **61701**

Phone: **(309) 827-0428** Fax: **(309) 827-0100** Email: **gregkoos@mchistory.org**

J. Public Museum's Contact Person if different from CEO: **(SAME AS ABOVE)**

Name: _____ Title: _____

Organization: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

K. Clearly identify the project (or component of a larger project) for which grant funds are being requested:

(USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEET)
 This capital improvement project involves completing needed repairs and renovation of the exterior envelope and aspects of the interior of the McLean County Museum of History (located at the old McLean County Courthouse ca. 1904) including all work addressed in a report dated August 28, 2002, prepared by Wiss, Janney, Elstner, Associates, Inc. The project includes repair of dome roof and drum, main roof, balustrades, main exterior building walls, approach steps and sidewalks, entrance vestibules, interior scagliola wall panels, interior marble stairs, limestone repairs, cornices and cornice moldings, limestone flanking knee walls, mosaic soffet panels, stonework anchors, repointing of exterior limestone façade, window unit replacements, gutters and gutter flashings, bronze doors, and other related items. (Note: McLean County, as landlord, owns the land and the old McLean County Courthouse building, and McLean County Museum of History, as the tenant, occupies the entire building.)

L. Public museums applying for capital funds must meet one of the following criteria. Check one:

Public museum is operated by or located on land owned by a unit of local government.

Specify unit of local government: McLean County, Illinois

Public museum is not operated by or located on land owned by a unit of local government, but has obtained a Certification from a unit of local government in accordance with administrative rules, section 3200.35.

Specify unit of local government providing Certification: _____

M. Estimated Project Costs:

Development Costs (as shown on MC/DOC-5) \$ 2,770,401.00

Land/ Real Estate Acquisition Costs, including appraisals \$ 0

TOTAL PROJECT COSTS **\$ 2,770,401.00**

The amount of matching funds required varies by the level of visitation for the preceding calendar year. (See administrative rules, section 3200.20)
 Priority may be given to projects where museums provide matching funds beyond what is required. (See administrative rules, section 3200.60)

Check one:

- Visitation is 300,000 or less (no match required).
- Visitation is over 300,000 but less than 600,000 (1:1 match required)
- Visitation is 600,000 or more (2:1 match required)

Based on above, specify total amount of matching funds required: \$ 0

Specify amount of any matching funds provided, beyond what is required: \$ 0

Total Grant Funds Requested (cannot exceed \$7.2M) \$ 2,770,401.00

N. Confirm status of matching funds.

Specify the source of all matching funds. Specify the amount of matching funds being provided.

Mark (X) if matching funds are local government or private. Specify the dollar amount that is available or needed.

Source	Amount [\$]	Local [X]	Private [X]	Available [\$]	Needed [\$]
NOT APPLICABLE					
TOTAL					

O. If matching funds are needed, specify how you intend to secure the match:

NOT APPLICABLE.

P. List any other grant programs/funds, including DNR grants, involved in the proposed project, previous or anticipated. If DNR grant funds are included, list applicable project numbers and give a brief status, indicating whether completed or ongoing. If none, check box [X]

Q. Specify the attendance at the public museum's facility or facilities for the preceding calendar year: Explain how it is calculated: **27,370 by actual count in 2001 by museum staff.**

R. Mission Statement of the public museum:

"In accordance with the Statement of Purpose, Article II of the Constitution, adopted by the McLean County Historical Society (now the Museum of History); the Mission of this society is to educate the general public on the history of the people of McLean County by operating museums and libraries which provide exhibits, public programs and research collections; to develop publications; and to acquire and preserve collections which reflect the diversity of McLean County. This Mission is implemented through the accomplishment of the following:

- To educate the public through the interpretive exhibition of objects and to develop public educational programs in association with the people and institutions of our community.
- To acquire, in conformance with the collections policy, objects, papers, periodicals, and books which reflect all segments of the community and to preserve these collections through proper storage and conservation measures, and to exhibit them in secure environments.
- To support research in local and family history by making books, manuscripts, and data bases accessible and to support the same by providing professional staff assistance and guidance in the course of such research.
- To publish popular and scholarly works.
- To encourage public support of the museum through donation of time and money by all segments of the community.
- To interpret and to encourage the preservation of historic buildings and sites.
- To continually pursue professional standards through participation in state and national museum and heritage organizations and to remain an AAM accredited institution."

(Approved by Board of Directors, September 20, 1995.)

Does the public museum present regularly scheduled programs and exhibits that use and interpret objects for the public?

[] No [X] Yes If yes, give a brief description.

Four (4) long term exhibit galleries, two (2) changing exhibit galleries, one (1) travelling exhibit gallery, one (1) children's discovery gallery room. In addition, the museum schedules dozens of educational programs for adults and scores of school tours every year. The museum is accredited by the American Association of Museums (AAM).

T. Describe the type of collections: **Prehistoric to present. Important categories are textile/costume, household militaria, personal, business, agriculture, and native-American.**

- U. List the paid professional staff person(s) (Name, Title, and Organization) responsible for implementing the project. There must be one paid professional employee as per administrative rules, section 3200.10.

Mr. Jack E. Moody, CFM
Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5192 e.mail: jack@mclean.gov

AND

Mr. Greg Koos, Executive Director
Executive Director
McLean County Museum of History
200 N. Main Street
Bloomington, IL 61701
(309) 827-0428 e.mail: gregkoos@mchistory.org

- V. Indicate the public museum's operating hours and days of the week:

Monday - Saturday @ 10:00 a.m. to 5:00 p.m.; Tuesdays @ 10:00 a.m. to 9:00 p.m. and
Sundays @ 1:00 p.m. to 5:00 p.m.

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours:

- W. Specify the public museum's annual operating expenditures: **\$613,779.00 (FY '01-'02)**

McLean County's budget to operate the utilities and maintenance expense of the old McLean County Courthouse is \$168,140.00 (FY '02)

(Pursuant to the Lease Agreement between McLean County and the McLean County Museum of History, McLean County government is responsible for the annual utilities and maintenance expenses of the building. The Fiscal Year 2002 the utilities and maintenance adopted budget totals \$168,140.00.)

- X. Documentation of the public museum's not-for-profit status. See Guidelines for examples of documentation. (provide as Attachment 1.) **See Attachment #1.**

- Y. Annual Report sent to membership from the preceding year, or if not available, a current brochure describing the museum's programs. (provide as Attachment 2.) **See Attachment #2.**

- Z. Conceptual Development Plan, no larger than 11 x 17, include sketches or photos (provide as Attachment 3). **See enclosed Wiss, Janney, Elstner, Associates, Inc. report of August 28, 2002 as Attachment #3, Appendix A.**

- AA. Anticipated construction schedule for the project (provide as Attachment 4). **See Attachment #4, (which is also Attachment #3) beginning on p. 34 concluding on p. 35.**

Five copies of color photographs of the old McLean County Courthouse is provided as Attachment #8. (Additional photographs of various aspects of the project are also contained in the Wiss, Janney, Elstner, Associates, Inc. report provided).

NOT APPLICABLE: (Less than 150,000 annual indoor attendance.)

Complete this document only if the applicant museum has an annual indoor attendance of 150,000 or more, and is not operated by or located on land owned by a unit of local government, in accordance with the administrative rules, section 3200.35.

Museums that meet the above definition, must provide a Certification by a Unit of Local government to show eligibility for grant funding. The Certification should be provided as Attachment 6.

The Certification is an attestation by the unit of local government that a museum, which is not operated by or located on land owned by a unit of local government, meets eligibility criteria established in state law.

Check if the applicant museum is:

- Located within the boundaries of a municipality.
The museum must submit a Certification approved by the municipality's elected governing body.
- Located outside municipal boundaries.
The museum must submit a Certification approved by the county's elected governing body.

The Certification must attest that the museum:

- a) is operating for the purposes of promoting cultural development through special activities or programs or performing arts, and acquiring, conserving, preserving, studying, interpreting, enhancing, and in particular, organizing and continuously exhibiting specimens, artifacts, articles, documents and other things of historical, anthropological, archaeological, industrial, scientific or artistic import, to the public for its instructions and enjoyment; and
- b) has an annual indoor attendance of at least 150,000 and offers educational programs to school groups during school hours.

The approved Certification must be submitted at the time of application.

The Certification may be subject to audit.

The Certification must be in the form and approved using the process normally used by the Unit of Local Government for similar resolutions or actions.

Public Museum Name: **McLean County Museum of History**

Fiscal Agent (if applicable): **McLean County**

Project Title: **Exterior Renovation and Repair of the McLean County Museum of History located
at the old McLean County Courthouse**

Name of entity that will hold title to the project site: **McLean County**

Check if entity holding title is a unit of local government []

As the official duly designated to represent the public museum, I do hereby certify that the information presented in the grant application is true and correct. I do further certify that the project, if approved for funding through the Illinois Public Museum Capital Grants Program, will be completed in accordance with provisions set forth in #23 IL Adm. Code 3200 and in the Project Agreement and that the public museum:

- a) Is a public museum that has been open to the public, for its instruction and enjoyment, for at least two years;
- b) Is operated by or located upon land owned by a unit of local government or has been certified as a public museum in accordance with Section 3200.35;
- c) Is an organized, permanent institution that is tax exempt under the regulations of the U.S. Internal Revenue Service;
- d) Meets generally accepted professional standards as in the accreditation programs of the American Association of Museums, American Zoo and Aquarium Association, American Association of Botanical Gardens and Arboretums, and other appropriate organizations;
- d) Has a paid professional staff;
- e) Cares for and owns or utilizes tangible objects;
- d) Is open to the public on a regular schedule and regularly collects attendance data and maintains sufficient records such that the attendance numbers can be audited;
- f) Presents regularly scheduled programs and exhibits that use and interpret objects for the public according to accepted standards;
- g) Has filed timely reports and complied with requirements for previous grant awards; and
- h) Can provide matching funds of the following amount. Check one:
 - [] \$2 matching funds for each \$1 of State money for a public museum with an attendance of 600,000 or more during the preceding calendar year; or
 - [] \$1 of matching funds for each \$1 of State money for a public museum with an attendance of over 300,000 but less than 600,000 during the preceding calendar year; or
 - [X] no matching funds are required for a public museum with an attendance of 300,000 or less during the preceding calendar year.

It is understood that the proposed acquisition projects (excluding those involving eminent domain) must be completed within 12 months and/or the proposed development projects completed within 24 months following project approval by the Department of Natural Resources.

Failure to complete said project within the specified time frame could be cause for project termination. In addition, failure to complete an approved museum grant project or withdrawal of a project due to lack of performance, insufficient funds or change in local priorities by the public museum or its fiscal agent shall result in the ineligibility of the public museum or its fiscal agent from Illinois Department of Natural Resources grant assistance consideration in the next two consecutive grant cycles.

The public museum does hereby further certify that it will indemnify, protect and hold harmless the State of Illinois, Department of Natural Resources and its representatives from any and all liabilities, costs, damages or claims arising as a direct or indirect result of the actions and/or omissions of public museum or its representatives in the construction, operation or maintenance of the above referenced project, and that the proposed facility will be operated and maintained in an attractive and safe manner, and open and available to the public without regard to race, color, sex, national origin, age, disability or place of residence in accordance with #23 IL Adm. Code 3200.

This Statement was duly acted upon and adopted by the public museum on the 17th day of September, 2002.

Public Museum Chief Executive Officer: Mr. Greg Koos, Exec. Dir., McLean County Museum of History
Print Name, Title, and Organization

Signature of Public Museum Chief Executive Officer: Mr. Greg Koos, Executive Director

The public museum does further certify: that there is an ongoing relationship between the museum and the fiscal agent; that the fiscal agent may incur expenses for the museum's project; and that grant funds will be used specifically for the public museum's project.

If grant funds are to be issued to a fiscal agent on behalf of the public museum, the Fiscal Agent Chief Executive Officer should sign below, indicating that there is an ongoing relationship with the Public Museum and the Fiscal Agent.

Fiscal Agent Chief Executive Officer: Mr. Michael F. Sweeney, Chairman, McLean County Board
Print Name, Title, and Organization

Signature of Fiscal Agent Chief Executive Officer: Mr. Michael F. Sweeney, Chairman

Instructions: Limit two, single spaced printed pages, minimum font size 11 point.

1. Clearly describe the project for which grant funds are being requested.

At the request of the McLean County Board, who contracted with Wiss, Janney Elstner, Associates, Inc. (WJE) to perform the review of the old McLean County Courthouse in 2002, the County Board requested that the recommended work be "prioritized" so a phased approach could be performed to repair the building due to County budget constraints. Through discussions with the project architect of WJE, the work could be performed in a single year. Repair plans and bid specifications could be so written as to bid the project in a single year, should grant funding be allocated for this project. WJE has further stated that it would be more cost efficient to perform the work as a single project, if project funding is identified as a funding alternative. We have been addressing the repair needs of the old McLean County Courthouse since 1992 when the first study was performed by WJE.

In accordance with the published report by Wiss, Janney, Elstner, Associates, the project would be implemented over several years. Using a "phased-priority" based approach, in Phase One: site repairs on north and west side of the building, masonry repairs, window and door repairs, roof repairs, repairs at thin stone veneer, scagliola, marble stairs, and handrails would be made. In Phase Two: replace selected sections of sidewalks, steps, handrails, at south side of the building, masonry repairs, window and door repairs, roof repairs (dome) and drum, and repairs to thin stone veneer, scagliola, marble stairs, and handrails. In Phase Three: Conserve the eight panels of Luxfer prism glass windows in the drum dome, conserve the four bronze entrance doors and window walls, conserve the interior bronze doors and remove and replace the existing perimeter sealant at the existing aluminum framed windows, remove and replace the existing built-up membrane at the main roof, and repair the remaining thin stone veneer, scagliola, marble stairs, and handrails, point cracks and other miscellaneous repairs on scagliola panels.

2. Describe the museum's long range planning process and the level of planning that has been undertaken for the proposed project.

The Museum of History has utilized long range planning in pursuit of its goals for nearly 25 years. We are currently nearing the end of a two-year planning cycle. Professional assessment of the old Courthouse building's condition and implementation of work necessary to correct the repair needs are a formal part of our documented long range plan.

3. Describe how the overall project will improve the public museum's ability to meet its mission and expand its audiences, including reaching under-served groups.

The restoration and repair of the exterior of the building allows the museum continuing occupancy of its principle facility. Delayed restoration of the walls, and dome will ultimately render the building unsafe. Without this facility, our exhibits, collections, and programs would have no home. The conversion of this building to a museum in 1991 created tremendous opportunities for the museum to develop quality programs. Since then, the museum has received five (5) national awards from the American Association of State and Local History and four (4) awards from the Illinois Association of Museums.

Initiating a restoration project at this time provides a tremendous opportunity to educate the public about the historic buildings and exactly how one goes about their restoration. A project to restore our building, which has been listed on the National Register of Historic Places since February 6, 1973, expresses our mission....."to interpret and encourage the preservation of historic buildings and sites".

This restoration program has been developed by the professional firm of Wiss, Janney, Elstner, Associates, Inc., one of the nation's leading architectural restoration firms. Their work has included such projects as the Kentucky State Capitol, the Wisconsin State Capitol, and the Nebraska State Capitol, the Amoco Building and Navy Pier in Chicago, Illinois. The project creates opportunities for the museum to develop additional programming to supplement its current programming on architectural history. Currently we offer architectural history school loan kits, architectural history bus tours and walking tour of our historic downtown, which is also listed on the National Register of Historic Places. In 2003, we will celebrate the 100th anniversary of the old McLean County

Courthouse building. We are currently planning activities to mark this event with both educational and celebratory programs. Adding programs on architectural history and restoration would further our goal of interpreting our facility as an important artifact in its own right. (continued next page)

The project permits the museum to expand audiences through the additional exposure, which a major project of this type will stimulate. The project will receive extensive media exposure. Such media coverage is key to encouraging the first time visitor. In Bloomington-Normal there is tremendous turnover in the student and business segments of our community. This is due to the transient nature of student life and moves related to corporate objectives and employee careers. These people will notice such a project.

The Museum of History has been long committed to serving new communities. Our most effective outreach has been to provide the facility for meetings, discussions, and small exhibits, which reflect the needs, desires and interests of these new communities. Partnerships in programming with "Not In Our Town", a cross-cultural anti-racism group reflects this. Our organization chooses to present many of its programs at our facility because the historic and formal "feel" of the neo-classic structure adds honor and dignity to the proceedings.

- 4. Describe the level of community support for this project and how the project will meet community needs. The community of McLean County is highly supportive of their museum. The County of McLean, an organization corporate and politic, as our landlord, provides a 30-year renewable lease on the building to the Museum of History. The current lease expires in 2019. In the lease, the County provides all utilities, maintenance, and custodial costs with totals \$168,149.00 for FY '02. Individuals, businesses, and foundations contribute 70% of our annual revenues. Seven percent of McLean County households contribute to the museum on an annual basis. Over 300 volunteers, contributed 13,545 hours of volunteer service in 2001, which supplements our professional pad staff of six (6) full-time and seven (7) part-time employees.**

The project meets a significant community need by its role in contributing to the redevelopment of the historic central downtown Bloomington area. The revitalization of downtown Bloomington, for which we are the 'cornerstone', has become a community priority. Substantive and quality restoration of the old McLean County Courthouse (McLean County Museum of History), will add to the overall improvement of the area.

Public Museum: **McLean County Museum of History**

Project Title: **Exterior Renovation and Repair of the McLean County Museum of History located
 at the old McLean County Courthouse**

Name of entity that will hold title to the project site: **McLean County Board**

Check if entity holding title is a unit of local government [**X**]

1. ESTIMATED PROJECT DEVELOPMENT COSTS.

Clearly identify project costs to be expended with grant funds as well as matching funds.
 Do not submit a lump sum budget.
 Costs should be broken down by budget categories.
 Contingency costs cannot be submitted as separate costs.
 Limit to number of lines needed to give a concise overview of the project costs.

Project Costs	Cost Estimate incurred by Public Museum	Cost Estimate Incurred by Fiscal Agent (if applicable)	Construction Method **
Sitework, masonry repairs, limestone, balustrades,	0	725,164.00	C
north entrance, facade dome drum			
East, south, west entrances, window & door repairs	0	610,412.00	C
East & west vestibules, roof repairs			
Dome Roof Repairs	0	70,000.00	C
Scagliola, staircases, conditions, and	0	366,000.00	C
Contingencies			
General conditions, A & E fees, contractor overhead,		998,825.00	C
Total		2,770,401.00	

Estimated Costs of Public Museum: \$ 0

Estimated Costs of Fiscal Agent (if applicable): \$2,770,401.00

Total Estimated Project Costs: \$ \$2,770,401.00

Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement, but can be used to reduce overall costs.

** Construction Method Key: C - Bid Contract; FA - Force Account Labor; O - Other

If "Other," please explain:

2. If applicable, identify architectural/engineering firm or firms to be used in completing project

**Mr. Jeffrey P. Koerber, AIA, Project Architect, Wiss, Janney, Elstner, Associates, Inc.
 120 N. LaSalle Street, Suite 2000, Chicago, Illinois 60602 Phone: (312) 372-0555**

Public Museum: **McLean County Museum of History**

Name of entity that will hold title to the project site: **McLean County Board**

Check if entity holding title is a unit of local government [**X**]

(No land or building acquisition is needed.)

1. Proposed Acquisition Schedule - Land Acquisition Projects Only

Parcel #	Acreage	Estimate Cost
TOTAL:		

2. List all existing structures on the property to be acquired and briefly describe their condition and what you intend to do with the structures. Also indicate if anyone is currently residing, storing personal property or farming the property, or if there appears to be any "encroachment" on the property by adjacent landowners.

3. Include a detailed premise plat map of the project site indicating dimensions and existing location of utility/road easements, etc. IDENTIFY ALL STRUCTURES ON THE PLAT MAP. Map should be no larger than 11 x 17.

4. Is any part or all of the property to be acquired currently leased by the public museum or the unit of local government or covered in a purchase agreement, option-to-buy agreement, etc.? Yes [] No []
 If yes, please submit copy of lease, agreement, etc.

5. Include a copy of Commitment for Title Insurance on property to be acquired showing that the public museum or the unit of local government will be the insured.

6. Include the qualifications/credentials of two independent fee appraisers (must be state certified) showing their education and work experience including a list of appraisal clients and their state certification number.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES E.A.S. - CERP FORM
 CULTURAL RESOURCES, ENDANGERED SPECIES & WETLANDS REVIEW REPORT
 PUBLIC MUSEUM GRANTS PROGRAM FY2003

Public Museum: **McLean County Museum of History**

Project Title: **Exterior Renovation and Repair of the McLean County Museum of History located at the old McLean County Courthouse**

Contact Person: **Mr. Greg Koos, Executive Director**

Address: **McLean County Museum of History, 200 N. Main Street, Bloomington, IL 61701**

Phone: **(309) 827-0428** Fax: **(309) 827-0100** Email: gregkoos@mchistory.org Date: **September 17, 2002**

Project Location: **Old McLean County Courthouse**

Street Address: **200 N. Main Street, Bloomington, IL 61701** County: **McLean County**

Numeric Township: **23N** Range: **2E** Section: **4** Parcel: **21-04-333-001**

Attach a county map clearly indicating the location of the project (no larger than 8 1/2 x 11) **Attachment #8.**

Project Conceptual Development Plan: (One copy of Attachment 3)

Project type: Check (if applicable)

Land Acquisition: []

Building Expansion: []

External Building Modifications: [X]

Internal Building Modifications: [X]

Exhibits: []

Other: []

Project building is: pre 1950: [X] post 1950: []

NOTE: One set of photos (3x5, 35mm) or clear digital images plus 4 sets of photocopies are required for museum buildings or adjacent structures built prior to 1950 that will be impacted through external or internal modifications or changes to the fabric of the building. Submit photos/images showing exterior views of all sides of the building. If interior modifications are being made, also submit photos/images showing the current areas to be modified. **Attachment #9.**

Concise Project Description:

Exterior Renovation and Repair of McLean County Museum of History located at the Old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois.

(The WJE report and recommendations adhere to the Secretary of Interiors standards for historic preservation.)

Plans and drawings will be made available for review by IDNR when completed.

DEPARTMENT USE ONLY	No Known Occurrences	Known Occurrences *
Cultural Resources	_____	_____
Threatened & Endangered Species (see reverse side)	_____	_____

OVERVIEW

Information contained on this form is used by Illinois DNR to evaluate compliance of the proposed project with three state laws protecting cultural resources, threatened and endangered species, and wetland resources. Results of the review will be indicated either on this signed form or an accompanying letter detailing anticipated impacts and compliance with state law.

Cultural Resource Review All historical significance is being preserved in this project. See WJE report.

Pursuant to Section 106 of the "National Historic Preservation Act of 1966" for federally-assisted projects and the "Illinois State Agency Historic Resources Preservation Act" for state-assisted projects, ALL local agency grant projects must be reviewed for possible historic/cultural resource impacts. The Illinois DNR is responsible for ensuring compliance with these laws and will coordinate all necessary project reviews with the State Historic Preservation Office (SHPO). The historic value of buildings is determined in part by their age, architectural style, and building materials. These elements are to be considered in association with interior and exterior modifications proposed for the building, which may affect the structure's historic significance. Please include information on all of these elements within your project description. If impacts to historic resources are anticipated, the public museum is encouraged to consult with Illinois Department of Natural Resources as early in the planning process as possible. Contact person for IDNR is Hal Hassen – 217-524-3759.

Threatened & Endangered Species Consultation Project is not located where this applies.

The Endangered Species Protection Act requires state and local units of government to consult with the DNR to determine the impacts of their actions in regards to endangered and threatened species. This process affords valuable protection to the 500 species of plants and animals listed as endangered or threatened within the state of Illinois. If a state listed species is known to occur within the vicinity of the proposed action, additional information will be required. If a determination is made that a listed species will be adversely impacted, recommendations will be made as to how those impacts may be avoided or minimized. **Threatened & Endangered Species consultation (sign-off) is valid for two (2) years. If project is not initiated within this time period, resubmittal is necessary.**

Interagency Wetlands Policy Act of 1989 Project is not located where this applies.

A wetland is defined as land that has a predominance of hydric soils and is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of hydrophytic vegetation.

The Interagency Wetlands Policy Act (IWPA) of 1989 directs state agencies to preserve wetlands as a priority action. The provisions of the Act apply to all state and state supported actions including grants and other financial assistance provided by DNR to local units of government, private organizations or individuals.

The Act requires that all practicable alternatives be evaluated to *avoid* adverse wetland impacts. When avoidance is not possible then alternatives to *minimize* the adverse wetland impact are to be considered. If adverse wetland impacts are still unavoidable, then *compensation* is required.

Wetland Compensation Plan Project is not located where this applies.

When unavoidable impacts to wetlands are evident, a wetland compensation plan must be developed and implemented that adequately compensates for the adverse impact. This is best accomplished by hiring a qualified firm to evaluate the wetland and associated impact. The DNR will review the wetland compensation plan and determine compliance with the Act.

The Act required compensation for reductions in the size or functional capability of the wetland. Interim requirements of the Act require a compensation ratio of 1.5 units of compensation per 1.0 unit of impact. Replacement of the wetland type is required (emergent wetland for emergent wetland, etc.) in a similar location in the landscape (flood plain, pothole, etc.). The compensation site should be located as near to the impacted wetland as practicable. It is preferable that the compensation site have hydric soils. The hydrology of the compensation site should closely resemble that of the affected wetland.

The wetland compensation plan should be completed either prior to or concurrently with the project. The project sponsor is required to certify that the compensation plan was successfully completed and annually monitor the success of the compensation wetland for at least three years.

Relationship of Section 404 of the Clean Water Act Project is not located where this applies.

The IWPA has many provisions similar to the Section 404 program. However, there are several differences. Section 404 regulates the placement of dredged and fill material into waters of the U.S., of which wetlands are a subset. The IWPA regulates any action that would adversely impact a wetland. **Compliance with either law does not ensure compliance with the other. Separate applications need to be submitted to DNR and Army Corps of Engineers.**

**FY 2003
ILLINOIS PUBLIC MUSEUM CAPITAL GRANT PROGRAM**

APPLICATION CHECKLIST

- Form MC/DOC-1 Application Forms (3 pages)
- Form MC/DOC-2 Certification Information
- Form MC/DOC-3 Statement by the Public Museum CEO (2 pages)
(original signatures required on one copy)
- Form MC/DOC-4 Project Narrative
- Form MC/DOC-5 Development Cost Data
- Form MC/DOC-6 Land/Real Estate Acquisition Data **(Not applicable.)**
Land acquisition projects only:
 - Commitment for Title Insurance (2 copies)
 - Appraisers' Qualifications (2 copies)
 - Plat Map (2 copies)
- Attachment 1 - Copy of Not-for-Profit Documentation (1 copy)
- Attachment 2 - Annual Report (publication sent to membership from the previous year describing public museum activities) (2 copies)
- Attachment 3 - Conceptual Development Plan - Development projects only (5 copies)
- Attachment 4 - Construction Schedule - Development projects only (5 copies)
- Attachment 5 - Cultural Resources-Endangered Species-Wetland Review (5 copies)
- Attachment 6 - Certification by a Unit of Local Government **(Not applicable.)**
(Public museums operated by or located on land owned by a Unit of Local Government are not required to provide this Certification)
- Attachment 7 - **Comprehensive Cost Project Estimate.**
- Attachment 8 - **County map of project location (circled).**
- Attachment 9 - **Five (5) copies of color photographs of all sides of old Courthouse.**

Assemble Application Forms (MC/DOC1 through MC/DOC6) separately from required Attachments. Do not staple or put in binder; paper clips are acceptable. Submit 1 original and 6 copies (7 total) of completed Application Forms and the required number of each Attachment in the order listed on the Application Checklist. Mail to: Illinois State Museum, Capital Grants Program, 502 S. Spring St., Springfield IL 62706-5000

In order to receive full consideration, applications must be complete and received in our office by 5:00 p.m. on October 1, 2002.

Questions regarding this application package should be directed to Illinois State Museum Grants Program Office at 217.782.5992

Members Salch/Nuckolls moved the County Board approve a Request for Approval of a Grant Application for the IDNR Illinois Museum Grant Application for 2003 for Old McLean County Courthouse Exterior Renovation and Repair Project - Facilities Management. Member Hoselton requested a roll call vote. Member Arnold asked does this in any way commit us to repairing the courthouse. Mr. Zeunik stated the following: we are applying for 2.8 million dollars which if we receive it from the State, will cover all of the estimated repairs to the Old Courthouse as has been documented in the report. The total pool of funds that is available is 36 million dollars. Because of the size of the museum and the number of visitors, there is no local match required. If we are successful and receive any amount of grant money, we can use that money towards any of the repairs. The grant money can only be used for capital costs and not for operating costs. Because we are not required to provide a local match, there is no commitment on the part of this Board beyond accepting the grant money and using it in accordance with the guidelines and regulations published by the State. Member Arnold asked if we get half of what we ask for does that mean that we will do half of a project. Mr. Zeunik stated the following: it permits us to do whatever the Board elects to do. Wiss, Janney, Elstner in their report have broken out the projects by priorities; work that needs to be done within the next year, twelve to eighteen months, the next two to four years, and then work that can be done after that. The Property Committee as the Oversight Committee and then ultimately the Board makes the decision as to how those dollars would be spent. Member Hoselton stated he would like to withdraw his request for a roll call. Member Owens stated the following: there are certain needs that should be addressed whether we get any or all funding. I do not believe there is any hesitation about the building's need to be repaired. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY
TO APPROVE ADDITIONAL FINANCING FOR THE REMODELING OF THE
115 EAST WASHINGTON STREET BUILDING
FOR OCCUPANCY AND USE
BY McLEAN COUNTY OFFICES AND DEPARTMENTS

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and acquisition of real property; and,

WHEREAS, the McLean County Board, at its regular meeting on April 17, 2001, approved the recommendation received from the Finance Committee and the Property Committee to jointly purchase with the City of Bloomington the 115 East Washington Building for occupancy and use by McLean County Offices and Departments; and,

WHEREAS, the McLean County Board has previously requested that the Commission, pursuant to the authority granted the Commission under the Act, finance the purchase, acquisition and remodeling of the 115 East Washington Street Building and then lease the 115 East Washington Street to the County for its use; and,

WHEREAS, the Commission has retained the professional services of an architect, a mechanical engineer and an environmental engineer to prepare cost estimates, bid specifications, and blueprints for the renovation and remodeling of the 115 East Washington Street Building; and,

WHEREAS, the Commission has recommended to the County and the City that the additional mechanical, engineering, and plumbing improvements recommended by Young Architects and GHR Engineers be approved; and,

WHEREAS, the Property Committee, at its regular meeting on September 5, 2002, recommended approval of the additional mechanical, engineering, and plumbing improvements recommended by Young Architects and GHR Engineers as specified under Option 1 at a total estimated cost of \$5,451,300.00; and,

(2)

WHEREAS, the Property Committee, at its regular meeting on September 5, 2002, further recommended to the Finance Committee and the County Board that any increase in the County's debt service lease payment to the Commission resulting from the additional mechanical, engineering, and plumbing improvements be funded without increasing the County's overall property tax rate; now, therefore,

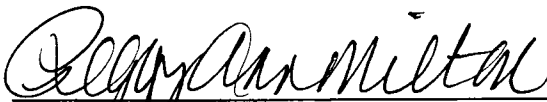
BE IT RESOLVED by the McLean County Board as follows:

- 1) The McLean County Board hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, finance the additional mechanical, engineering, and plumbing improvements, as specified under Option 1 and as recommended by the Commission, Young Architects, and GHR Engineers.
- 2) The McLean County Board hereby further recommends that any increase in the County's debt service lease payment to the Commission resulting from the additional mechanical, engineering, and plumbing improvements be funded without increasing the County's overall property tax rate.
- 3) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

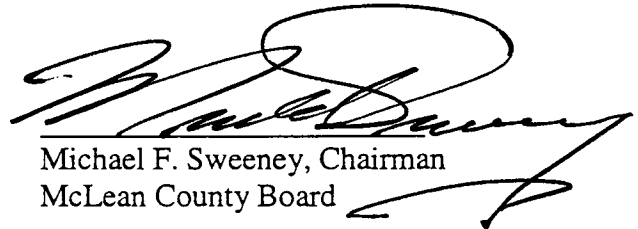
ADOPTED by the McLean County Board this 17th day of September, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

*Public Building Commission
of
McLean County, Illinois*

Robert Rush, Jr.
Chairman

August 21, 2002

Thomas W. Novosad
Vice-Chairman

John L. Morel
Secretary

Ernest L. Hoffman, Jr.
Assistant Secretary

Meiwin D. Schultz

John F. Harris

John R. Winterroth

George A. Farnsworth

Adam Funk

David C. Wochner
Commission Attorney

Honorable Judy Markowitz
Mayor, City of Bloomington
City Hall
109 E. Olive
Bloomington, IL 61701

Mr. Gene Salch
Chairman, Property Committee
McLean County Board
1014 S. Summit
Bloomington, IL 61701

RE: Government Center

Dear Mayor Markowitz and Committee Chairman Salch:

I am writing to communicate the Public Building Commission's support for the establishment of the Government Center at 115 E. Washington Street and to encourage favorable consideration of the additional mechanical, engineering and plumbing improvements that are being recommended by Young Architects and GHR, Engineers.

Most likely you are aware that 1 of the 9 members of the Commission is appointed by the City of Bloomington and 5 are appointed by the County. The commissioners currently serving possess a wealth of real estate related skills and experience as engineers, building designers, construction contractors and real estate lenders. I assure you we are all committed to the establishment of an efficient, dependable and cost-effective facility and to looking out for the long-term interests of the community.

The commissioners have been carefully reviewing the project plans including numerous amendments and refinements and have prompted a number of re-looks by the architects and engineers. The PBC has confidence in the design professionals and their recommended expanded project scope. We believe the project scope and cost estimates which were used to determine the size of the bond issue need to be increased in order to ensure a properly rehabilitated

August 21, 2002

Page Two

complex that will serve the community well and economically for many years. From the experience of the PBC Commissioners, it is financially prudent and far more efficient to correct these problems prior to occupancy by City and County offices. The Commission also believes the now increased total cost of rehabilitating 115 E. Washington, including the additional mechanical and plumbing work is considerably less than the total Government Center cost would be if a new building was constructed at another site, which would most likely not be as close to your current downtown offices.

One important addition to the original estimate of project cost is asbestos removal. The Commission strongly believes that the time to take care of an asbestos problem is during this rehabilitation project. Accordingly, the Commission is prepared to commit approximately \$375,000 of its own surplus funds to employ the project designer for and the administrator of the removal process, do the actual asbestos removal and the necessary air sampling during and after the removal. This leaves equivalent dollars in the existing bond proceeds for application to the anticipated project cost increases.

Finally, upon approval by the City and County for an increase in the project's cost and the related lease, the Public Building Commission will immediately pursue the additional financing for the project.

The Public Building Commission is pleased to be working with the City and County on this important community project. Please do not hesitate to call upon us whenever we can assist.

Very Truly Yours,



Robert Rush, Jr.
Chairman, Public Building Commission

cc: ✓ John Zeunik, Tom Hamilton, Young Architects, Michael Sweeney

FACT SHEET: 115 East Washington Street Building

Total Square Feet: 121,813 sq. ft.

Number of Floors: 4 floors, mezzanine, and basement

Age of Building: Original building constructed in 1956 at corner of Washington and East Street

First addition constructed in 1974 immediately west of the original building

Second addition constructed in 1982 immediately to the south of original building and first addition

Previous Building Owners: 1) Bloomington Federal Savings and Loan, became Champion Federal Savings and Loan

2) First of America Bank

3) National City Bank

4) EGIZII Real Estate Group

Purchase Price: \$3,500,000.00

Purchase Price/Sq. Ft.: \$ 28.73 sq. ft.

Proposed Use of Building: City and County Offices

Space Needs of County: LZT 20-Year Projection = 26,804 sq. ft.

Space Allocated to County: 31,644 sq. ft.

Space Not Available: Third Floor (13,935 sq. ft.)

Renovation Needs: Convert bank building into 15 separate departments

HVAC (newest system 1982)

Fire safety

Electrical

Plumbing

ADA code

Portion of roof

Indoor air quality

FACT SHEET: 115 East Washington Street Building

Page Two

Architect/Engineer's Estimate of
Renovation Costs:

Option 1 = \$5,451,300.00
Option 2 = \$5,305,900.00

Renovation Costs/Sq. Ft.:

Option 1 = \$ 44.75 sq. ft.
Option 2 = \$ 43.56 sq. ft.

Total Costs:

Option 1 = \$8,951,300.00
Option 2 = \$8,805,900.00

Total Costs/Sq. Ft.

Option 1 = \$ 73.48 sq. ft.
Option 2 = \$ 72.29 sq. ft.

Additional Debt Service Needed:

See Term Sheet

GOVERNMENT CENTER - 115 East Washington Street
 Revised Estimate of Renovation Work and Cost Estimate

		OPTION #1	OPTION #2
PBC BOND ISSUE	\$ 11,000,000.00		
PBC Costs of Issuance and A & E Fees	\$ 500,000.00		
Parking Deck	\$ 4,200,000.00		
Reimburse City & County	\$ 3,500,000.00		
Renovation of 115 E. Wasington St.	\$ 2,800,000.00		
HVAC, Office Remodeling, Electrical, Plumbing		\$ 5,451,300.00	\$ 5,305,900.00
Asbestos Abatement		See PBC Letter	
Revised Estimate of Renovation Costs		\$ 5,451,300.00	\$ 5,305,900.00
Net Difference		\$ (2,651,300.00)	\$ (2,505,900.00)
Annual Debt Service Payment - 20 years @ 5.50% Interest			
\$2,850,000.00		\$ 235,258.00	
County 1/2 Share		\$ 117,629.00	
Add'l Tax Rate Today		\$ 0.00483	
\$2,750,000.00			\$ 227,003.00
County 1/2 Share			\$ 113,501.50
Add'l Tax Rate Today			\$ 0.00466

Government Center
115 E. Washington
Bloomington, Illinois

The following is a narrative of the history and present condition of the building now known as the Government Center. This first portion discusses primarily architectural or general construction of the building as written by Gene Asbury and Paul Young.

The second portion is a discussion of the mechanical, electrical and plumbing aspects of the building and is written by Jim Gleason of GHR Engineers and Associates, Inc.

The first building was constructed in 1956 at the corner of Washington and East Streets for Bloomington Federal Savings and Loan. This is the low roofed portion of the building today and it consists of a high ceilinged banking lobby, mezzanine, and basement with a very small kitchen/dining room.

A first addition was constructed in 1974 to the west of the original and the high ceiling lobby and mezzanine were extended into it while adding three office floors above the lobby area. The basement was also extended for a new kitchen/dining room and a large meeting room which remains.

The second very large addition was constructed in 1982 to the south of the first two, also consisting of a high ceiling lobby, a mezzanine, three office floors, and a basement with a much larger kitchen/dining facility, which remains today and will only be used as an employee break or lunch space. Incidentally, the first and second additions were designed structurally to allow two more future floors to be added, but none has been constructed.

The original, first, and second additions were designed to the codes of the day and the mechanical systems were designed to the practice and economy of that period. Those systems will be addressed later. Also all ceilings in the original building and the high lobby ceiling of the first addition were constructed with a sprayed asbestos containing material, which was common in that period. While these ceilings have since been over sprayed with a non-asbestos material, it has been determined that all such ceilings should be removed, plus a very small amount of asbestos containing insulation on the heat piping. Such ceilings will be replaced with acoustic tile or drywall as appropriate in various areas.

The name of the original Bloomington Federal building and additions was changed to Champion Federal, then sold to First of America Bank, which later merged with National City Bank and later resold to a private company. There were no revisions or improvements to the mechanical system during any of the later ownerships.

As a bank the building was designed and used as one entity without separate enclosed departmental divisions allowing bank personnel to circulate through any area. Today, for the City and County Government Center, we need to divide the building into 15 separate departments, mostly enclosed, thereby creating new exiting corridors with more secure divisions, and with more or revised enclosed offices within the departments. As much of the existing demountable walls, doors, and glass areas will be reused if possible but there will also be a considerable amount of new walls constructed.

Almost all of the carpet, except in the basement, needs to be replaced and as the mechanical system is revised, as subsequently discussed, it will be necessary to remove much of the existing acoustic tile ceilings and then rehang the existing ceiling or install a new ceiling.

The only grade level entrance for handicapped accessible entry is at the North Washington Street entry. A handicapped lift was recently added at the East entrance off of the East Street entrance, but this will likely be limited to an employee only entrance. We are including in the remodeling a new handicapped lift at the South entry off Front Street, across the street from the Abraham Lincoln Parking Deck.

There are currently no accessible restrooms in the building. Rather than try to remodel the existing restrooms, some of which are physically impossible to revise up to accessible codes, we are adding completely new Men and Women restrooms on the first floor, adding new one person (unisex) type accessible restrooms on the upper floors, and remodeling one set of the basement restrooms (there are 3 sets) to make them accessible.

The center stair only reaches to the second floor and it has been requested that it be extended to the third and fourth floors for added exit capabilities.

There are three elevators in the building, all in good condition. The oldest has a "mechanical" operating system and the two newer ones are electronically operated.

New signage will be added.

Additional windows are being planned in the upper level west wall to allow more natural light into department areas heretofore not necessary for the banking tenants.

New customer counters will be added in most departments, due primarily to size and shape, and the fact that removing existing counters from the Law & Justice Center and reinstalling them in a timely manner would not be practical.

Certain areas of glass on the first floor were recently vandalized and will be replaced. Some of the upper insulating (Thermopane) glass units have delaminated, allowing the glass to fog up and those will also be replaced.

The roofing over the Northwest first addition is in bad shape and must be replaced. The roofing on the South, second addition is original and about 20 years old. It appears to be in good shape and we are suggesting that this roof may have more years of service available and replacement could be delayed. The roofing on the original building was replaced in 1996 and is in good shape.

The entire third floor and a portion of the basement area was leased to National City Bank by the previous owner to a potentially long term lease. Should for any reason this floor become available, a large portion of it would be used for the City Engineering Department. We understand that National City would be willing to vacate much of the area they are using in the basement, but not all. We plan to house both the City and County Facilities Departments in that location.

Mechanical, Electrical and Plumbing

As previously noted, the facility at 115 East Washington is not a single building that was constructed at the same period in time. Rather, it is three separate structures erected over a period of 46 years. The ~~original~~ structure was erected in 1982 and represents well over half of the building area. *most recent addition*

The three structures were designed in accordance with the pertinent building codes of their respective eras and were designed to meet the needs of bank operations in their days.

Certain code requirements pertinent to facilities of this type have changed over the decades. For instance, building codes now require basement areas ("windowless stories") in these occupancies to be fully sprinkled. The basement of this facility is only partially sprinkled. Similarly, the building codes no longer recognize the use of dry standpipes while the 1983 addition has a wet standpipe.

While there is no requirement to bring the entire facility up to current building codes it is the judgment and the recommendation of the A/E that features relating to life safety, such as sprinkling the basement, be upgraded to current codes.

A similar issue related to the fire alarm system. The system that is currently installed includes a hodgepodge of different vintage components. The system is a zone type with the central panel located in a corner of the basement where fireman's access would be questionable in the event of a fire. This 20 year old system is old technology and does not provide the rapid flow of information to emergency personnel that is featured in modern "addressable" systems. The existing fire alarm system isn't properly interfaced with elevators and incidences have occurred where smoke detectors associated with the elevators have triggered without putting the system into alarm. The fire alarm system does not support ADA (Americans with Disability Act) required horns and strobe lights.

The advent of ADA came well after the 1983 structure was erected. ADA has certain requirements for access safety and visibility that are lacking in the overall facility. Simple things like plumbing fixtures need to be modified or added to the facility to make them accessible.

It should be remembered this facility was designed to house and support a single entity - the employees of a bank. Spaces were characterized by open plans with no walls and extensive use of low wall movable office partitions. There were few private offices. The public was limited primarily to the main floor. This contrasts sharply with the proposed Government Center development which features separate and distinct departments, large numbers of offices and conference rooms and access by the public to virtually the entire building.

This change in occupancy will require certain systems, such as the lighting, to be reworked. The large open areas were originally constructed with centrally-switched lighting. The existing light switches are ganged together in a single hallway location on each floor. This concept, while

With respect to modifications in the use of the building by the Government Center a very key change involves the development of the County Board Room on the Fourth Floor. While noise levels in this area have been tolerated by past occupants, the new use of this area as a Board Room makes this a very sound critical area. There are cost implications associated with this due to the presence of noisy mechanical equipment above and adjacent to this location.

Probably the single biggest impact on the scope of work, and the budget, is the type and condition of the heating, ventilating and air conditioning (HVAC) systems. These have evolved over the 46 years of the facility's existence. To put this in perspective, even the most recent addition was constructed 20 years ago and predates the widespread use of desktop computers and other technology that is taken for granted today. The 1982 facility featured a large centralized computer room with a single IBM 360 computer. Very specialized systems were installed to support this equipment which consumed large amounts of space and power.

Today's office environment features extensive use of desktop computers in densely populated spaces. This has moved air conditioning loads out of central computer rooms and dispersed them into "people" areas. The net effect of this increase in air conditioning load will outstrip system capacity. In other words, the 1982 (and older) ventilation and cooling systems are not large enough to handle twenty first century loads. This affects the air handling units as well as the supply ductwork virtually throughout the building.

Also affecting the ventilation and cooling systems is the issue of Indoor Air Quality (IAQ). The 1982 addition is very much a response to the "energy crisis" of that era. The system employed is full shutoff, variable air volume. It is a cooling-only system that will deliver little or no supply air to occupied areas that have light cooling loads. While this was considered state of the art in 1982 and while this complied with codes in existence at the time the system has since been discredited.

The full shutoff systems created large numbers of IAQ complaints and lawsuits. Research revealed inadequate ventilation (outside) air as the culprit and that led to wholesale revisions in the codes to require vastly more outside air be provided on a continuous basis. These modern code requirements serve to prohibit the installation of full shutoff systems in the interest of preserving good indoor air quality at somewhat greater expenditures of energy.

The proposed ventilation and air conditioning system for this facility will employ the variable air volume concept but with the addition of terminal reheat. Reheat will allow excellent control of humidity in the summer time and will facilitate the continuous introduction of conditioned outside air that is necessary for good indoor air quality as well as to meet current codes.

It should be noted that a reheat system does not currently exist in the building. The heating "plant" consists of two groups of gas-fired modular hot water boilers - one group was added in 1982 and the other dates back to 1974. These two groups are not connected to each other in any way and one group can't "help" the other if there is an equipment failure of some type. This is a good example of how the "architecture" of the HVAC systems was driven by the phased development of this facility. Proposed revisions to the heating plant will consolidate all boilers in

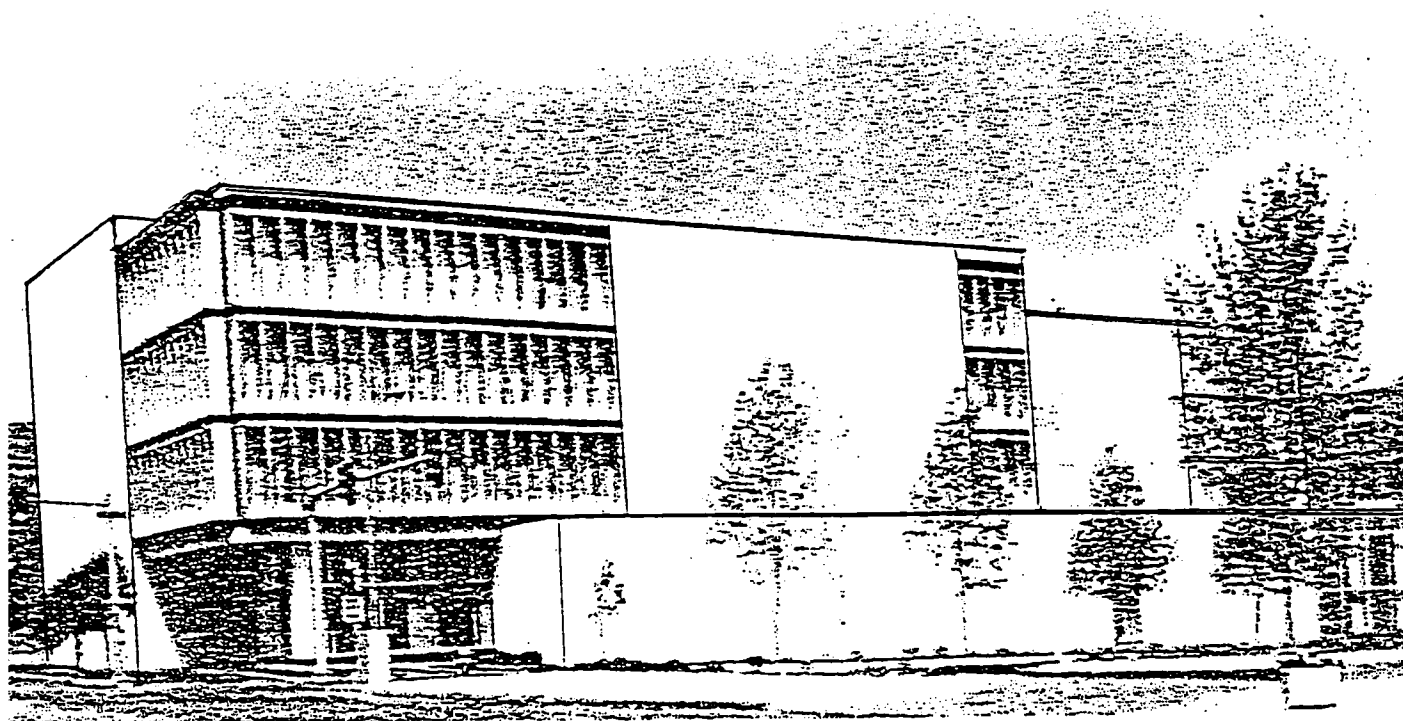
a reheat system that will serve the entire building and will greatly simplify maintenance and operation of the heating plant.

The cooling "plant" is similar in reflecting the phased construction of the facility. Two chillers are tied together and date back to 1974. These are in poor condition, and are very inefficient and use ozone-depleting refrigerants. There are two other chillers in the penthouse that date back to 1982. These are tied to each other but are not connected in any way to the 1974 chillers. The total cooling capacity available from the two chiller groups likely will be insufficient to handle projected loads. There is no back-up in case of equipment failure and the mode of operation is very inefficient due to the pumping strategy employed. Proposed revisions would replace the chillers with new, high efficiency units that are looped together for back-up and that employ modern, energy-efficient pumping strategies. A byproduct of this approach will be to reduce noise levels in the fourth floor Board Room.

A major factor in any system is the ability to control it, whether it be boilers, chillers, or air handling. The temperature controls in the facility are, quite simply, outmoded. The bulk of the controls are pneumatic with some being low voltage. Parts are not available for many of the devices, there is no monitoring of any type and the systems can't be accessed from the offsite. Rather than a single unified control system there is a collection of disparate systems relating back to the 1957, 1974 and 1982 projects plus numerous small remodeling and upgrade projects that have occurred over the past 45 years.

The proposed control system would feature state of the art direct digital controls (DDC) that would be of one manufacturer and vintage and that would be compatible with other systems employed by the County. It would allow monitoring both from onsite and offsite of critical building functions and would result in reduced maintenance costs, greater comfort and improved energy efficiency.

To sum up, the building is sound but the mechanical and electrical systems need to be upgraded. This is a once-in-a-lifetime opportunity to unify the systems by treating the facility as a single entity rather than a collection of additions. The need exists to replace equipment that has outlived its' useful life. The need to improve energy efficiency and keep ownership costs at reasonable levels dictates the need for improvements that will serve this facility in future decades.



**GOVERNMENT CENTER
AND
ABRAHAM LINCOLN PARKING DECK**
REVISED JUNE 4, 2002

Proposed remodeling of
Government Center
115 E. Washington, Bloomington, IL

*The following is a summary of our opinion of probable costs for the above project.
*After discussions with the various committees and boards some of these might change.
*The following costs include new handicapped toilets on the 3rd floor but do not include any other revisions on that floor. Cost to completely remodel that floor will be added as a separate item at the end of the summary pages.

1. Carpet demolition	\$32,000
2. Carpet replacement-most in basement to remain	231,000
3. Ceiling demolition—Acoustic tile at 80% mainly due to proposed mechanical revisions	2,200
4. Acoustic tile replacement, including areas of acoustic plaster removal	153,000
5. Wall demolition	172,000
6. Wall and interior door replacement	205,000
7. Painting	45,000
8. Center stair extension to 3rd and 4th floors	80,000
9. New windows on west side (5 at \$15,000)	75,000
10. Exterior glass replacement	25,000
11. New south entry doors	7,500
12. New handicapped lift at south entrance	45,000
13. Roofing replacement over north-west end	50,000
14. Signage	30,000
15. New department counters	37,000
	<hr/>
	1,189,700
General contractors general conditions markup and profit @ 11%	131,000
	<hr/>

General work from previous page	1,320,700	1,320,700
<u>MEP work</u>	<u>Option 1</u>	<u>Option 2</u>
Plumbing work	175,000	146,850
Fire protection	88,000	76,000
HVAC	2,157,600	2,092,100
Electrical	492,300	486,530
Total MEP work	2,913,200	2,801,480
General contractors fee for MEP @ 3%	87,400	84,000
Total construction work	4,321,300	4,206,180
Design contingency @ 8%	345,700	336,500
Construction contingency @ 8%	345,700	336,500
	5,012,700	4,879,000
AE fees @ 8 3/4% for general and mechanical work	438,600	426,900
Total	\$5,451,300	\$5,305,900

Asbestos abatement — separate contract

Asbestos abatement of all acoustic plaster ceilings including consultants design fee, construction monitoring and air sampling. — \$697,855

If 3rd floor is added back in

Architectural (including mark ups and fees) — 498,970
 HVAC, PLBG and ELEC (including mark ups and fees) — 288,400
 \$527,370

On a square foot basis, this is approximately \$36.

Roofing

Reroofing of the north-west portion of the roof is included in the above costs. The roofing over the lowest roof was installed in 1996 and is in good condition. The remainder of the upper roof to the south is the original material installed in 1982 and is therefore 20 years old. It appears to be in good condition and could serve for a few years more. Should there be reason to overlay it now the probable cost would be — \$120,000

GER ENGINEERS

May 29, 2002

GHR No. 5782

Government Center
Bloomington, Illinois

Option 1

Includes allowances for plumbing fixture repairs.

Includes ADA upgrades.

Corrects certain plumbing code violations.

No roof drain work.

Upgrades the fire pump.

Sprinkles the basement.

Upgrades the dry north standpipe to wet.

Replace both Carrier chillers with new units that are not on top of the Board Room.

Replace both Trane chillers.

Loop all chillers together.

Replace LES boilers.

Disconnect kitchen equipment.

Modify air handling unit feeding kitchen area.

JNG/smh

Option 2

Does not

Includes ADA upgrades.

Does not

No roof drain work.

Upgrades the fire pump.

Sprinkles the basement.

Does not upgrade the dry standpipe.

Repair existing chillers in place and try to reduce noise levels.

Replace both Trane chillers.

Loop all chillers together.

Replace LES boilers.

Leave equipment untouched.

No work on air handling unit.

052902 Attachment 101-240

GHR ENGINEERS

GHR No. 5782

March 19, 2002
 Revised March 29, 2002
 Revised May 24, 2002

Government Center
 Bloomington, Illinois

OPTION 1

PLUMBING	Construction Cost
Install reduced pressure backflow preventer on existing fire service at lower level. Retain combined domestic and fire service. Code driven.	\$6,750
Replace domestic hot water recirculation pumps and controls. Retain both existing gas-fired domestic water heaters. Deferred maintenance.	\$3,000
Provide anti-scald mixing valve at each restroom group (11 at \$550). ADA requirement.	\$5,500
Increase water pressure and flow to penthouse. Run new 1-1/2" line from basement to penthouse (will be routed in new restroom chase) (75' at \$40). Operational issue.	\$3,000
Add ADA-compliant toilet rooms at first floor, mezzanine, second floor, third floor and fourth floor (36 fixtures at \$2,000). Code driven.	\$78,000
Clean and overhaul fixtures. Remove and replace leaking gaskets (30 fixtures at \$150). Deferred maintenance.	\$4,500
Consolidate the three existing domestic water services into one.	\$6,000
Lower Level (County 4,460 GSF)	
• Repair/replace damaged fixtures (allow 2 at \$1,000).	\$2,000
• Correct code violations (venting at sewage ejectors).	\$3,000
• Disconnect existing kitchen equipment. Remove piping. Remove existing grease interceptor. Equipment removed by others.	\$10,000
• Connections to new Liebert.	\$2,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Mezzanine (County 15,830 GSF)	
• Repair/replace damaged fixtures. Allow 2 at \$1,000.	\$2,000

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armment Center
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SECTION 1

	Construction Cost
UMBING (Con't)	
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
cond Floor (City 12,250 GSF, County 6,480 GSF)	
Repair/replace damaged fixtures.	\$2,000
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Work in Mechanical Room (demolition, removals, etc.).	\$1,200
Work related to new Liebert system in Server Room.	\$1,200
Assume no roof drain work.	\$0
ird Floor (City 18,730 GSF)	
No work.	\$0
urth Floor (County 13,370 GSF, City 5,360 GSF)	
Repair/replace damaged fixtures.	\$2,000
Address code violations (240 LF at \$50). (PVC installed in plenum.) Apply fiberglass insulation to existing PVC pipe.	\$3,000
Provide convenience sinks. Assume some vertical stacking will occur (4 at \$2,000).	\$8,000
enthouse/Roof	
Work related to mechanical (demolition, removals, etc.).	\$1,200
Correct code violations (RPZ relocation).	\$3,000
No roof drain removal/replacement. Assume roof is not replaced.	\$0
Connect to penthouse boilers (RPZ, etc.).	\$4,000
Totals	\$175,350

GER ENGINEERS

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March 19, 2002
 Revised March 29, 2002
 Revised May 24, 2002

Government Center
 Bloomington, Illinois

OPTION 1

Fire Protection	Construction Cost
Replace the fire pump and controller to accommodate additional flow and pressure drop. Size pump for three wet standpipes.	\$30,000
Sprinkle the remainder of the basement area. Required by current code but not mandated as a retrofit by City Code Enforcement (13,691 at \$2.50). Note this does not include any work related to abatement of ACM's.	\$34,000
Upgrade the existing dry standpipe at the northwest corner to wet standpipe and provide new wet standpipe for the "new" stairwell. Required by current code but not mandated as a retrofit by City Code Enforcement. Connect to new system.	\$24,000
Do not sprinkle the remainder of the building. Not required by current code. Not required by City Code Enforcement.	\$0
No pre-action sprinkler system for City Server Room in Lower Level. Use wet sprinklers.	\$0
No inert gas system for County Server Room on Second Floor (688 SF). Protect via smoke detectors. Not sprinkled.	\$0
Total	\$88,000

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Government Center
 Springfield, Illinois

SECTION 1

Description	Construction Cost
Disconnect and remove both Trane R-12 100 ton chillers at Second Floor along with roof-mounted air-cooled condensers. Provide two new packaged air-cooled chillers (1 ton with low ambient control plus 180 ton) on the northwest corner of the fourth floor roof. Includes an allowance for noise screens. Provide separate pumps for each chiller and pipe into the loop. Increase size of chilled water system pumps and VFD's. The small chiller is intended to provide chilled water to the various blower coils and fan coils in the winter. Disconnect and remove both Carrier R-22 100 ton chillers in penthouse (over the Board Room). Provide one new 260 ton packaged air-cooled chiller on the northwest corner of the fourth floor roof. Includes an allowance for noise screens. Provide two new chilled water system pumps and VFD's. Entire chilled water system must be filled with glycol.	\$643,000
Disconnect and remove 1957 (?) Vintage LES hot water boilers from Second Floor Mechanical Room. Provide and install new modular gas-fired hot water boilers in the penthouse in space vacated by chiller removals. Provide new hot water pumps and VFD's and piping to serve the entire building. Does not include abatement of ACM.	\$137,000
Replace all hot water heating pumps. This will not be necessary if the boiler consolidation option is taken.	\$35,000
Relocate temperature control air compressor and dryer from penthouse to the lower level. Includes ventilation of the proposed location and vibration isolation.	\$13,000
Replace analog controls in north end of the building with DDC.	\$104,000
Create a separate reheat piping riser system to serve new VAV/reheat boxes. Includes piping, pumps and controls. Install pipe vertical pipe risers from penthouse down to second floor.	\$24,000
Convert existing pneumatic controls to hybrid DDC/pneumatic system. In general this applies to the more recent portions of the building.	\$291,000
Remove duct-mounted humidifiers, electric steam boilers, piping and controls. Use conductive flooring materials in lieu of humidification. Does not include work related to abatement of ACM.	\$10,000
Add small DX cooling system to north elevator equipment room as part of elevator upgrade work. Assume 3 tons.	\$5,500

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Government Center
 Bloomington, Illinois

OPTION 1

HVAC (Con't)	Construction Cost
Testing and balancing of new <u>systems</u> work. Air side and water side.	\$8,000
Toilet exhaust system to serve new handicapped-accessible toilet rooms on Fourth, Third, Second and Mezzanine Levels).	\$10,000
Toilet exhaust system to serve new toilet facilities (including accessible fixtures) on First Floor.	\$5,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$2,800
• New glycol Liebert system for Server Room. Includes piping to roof and drycooler.	\$35,000
• Modify existing kitchen AHU and duct system to feed new space.	\$18,000
• Existing blower coils and fan coils in maintenance area remain.	\$0
• Disconnect existing range hood(s). Cap ducts at risers.	\$3,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$8,800
• Replace existing south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
• Remove all of the full shutoff VAV boxes and replace with VAV reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
• Reuse and relocate existing grilles, diffusers and troffers.	\$5,000
• Replace north AHU with new unit featuring more capacity. Includes VFD.	\$26,500
• Test and balance work.	\$4,000
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$8,000
• Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000

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AC (Con't)	Construction Cost
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
Grilles, diffusers and troffers.	\$5,000
Test and balance work.	\$4,000
Replace north AHU.	\$32,000
cond Floor (City 12,250 GSF, County 6,480 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$90,000
Replace north AHU.	\$32,000
Grilles, diffusers and troffers.	\$5,000
Provide new glycol Liebert system for Server Room. Demo all other Liebert equipment.	\$25,000
Test and balance work.	\$5,000
3rd Floor (City 18,730 GSF)	
No work.	\$0
4th Floor (County 13,370 GSF, City 5,360 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with larger unit. Includes VFD's and sound attenuator.	\$69,000
Remove all the full shut-off VAV boxes and replace with new VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct modifications.	\$80,000
Replace north AHU.	\$32,000

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Government Center
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OPTION 1

ELECTRICAL	Construction Cost
Clean and test electrical service and distribution equipment. (Existing 2500 amp, 480 volt, 3 phase service and distribution remain in place.)	\$5,000
Test emergency power generator and update automatic transfer switch. (Existing 55 KW (68 KVA) natural gas fired unit and distribution remains.) (Testing should be done now. It is assumed generator and switch are fully serviceable.)	\$2,000
Replace existing zone-type fire alarm system with modern, addressable system featuring new ADA-type alarm devices (i.e., audio-visual), new pullstations, sprinkler system monitoring and flow switches, duct-mounted smoke detectors, elevator, lobby smoke detectors, fireman's recall and two annunciator panels.	\$61,000
Electrical work associated with elevator upgrade and fireman's recall on elevator. Assumes elevator upgrade by General Contractor.	\$1,000
Revise emergency and exit lighting on all floors to accommodate new layouts. No work on Third Floor.	\$15,000
Use existing conduits underground to manhole in Main Street for fiber optic cable to LJC. Does not include cable.	\$0
Disconnect all four existing chillers, air-cooled condensers and chilled water pumps. Provide power to three packaged air-cooled chillers on the roof (40 ton, 180 ton and 260 ton). Provide power to three chiller pumps (assume 5 HP, 15 HP, 20 HP). Provide power to two chilled water system pumps (assume 40 HP). Note: This precludes the need to repair defective switch at Second Floor Mechanical Room.	\$33,000
Disconnect LES boilers on Second Floor along with related hot water pumps. Provide power to four new gas-fired boilers and boiler circulation pumps in the penthouse. Provide power to two hot water heating systems in the penthouse (assume 20 HP).	\$12,000
Provide power to replacement heating pumps. Assume four pumps 10 HP each.	\$6,000
Disconnect existing temperature control air compressor and dryer in the penthouse. Provide power for relocated compressor and dryer in the Lower Level.	\$2,800
Provide power in the penthouse to two new reheat pumps (assume 7-1/2 HP).	\$3,500
Disconnect existing electric steam boilers used for building humidification.	\$1,000

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Government Center
 Springfield, Illinois

SECTION 1

	Construction Cost
ELECTRICAL (Con't)	
Provide power to new split-system direct expansion cooling system for the north elevator equipment room. Assume 3 ton.	\$1,500
Provide power and related electrical work for north elevator upgrade. One such.	\$1,000
Provide power to new roof-mounted toilet exhaust fan. Assume 1 HP.	\$1,300
Provide smoke and heat detectors along with shunt trip breakers for the two lower level elevator equipment rooms.	\$6,000
Allow for power to exterior signage. Signage not included.	\$1,000
Lower Level (County 4,460 GSF)	
Demolition and removals.	\$500
New lighting and switching. Includes an allowance for lighting work in the north end.	\$15,000
Receptacles and circuiting.	\$8,900
Power to Liebert equipment.	\$1,500
No UPS system.	\$0
Phone station outlets and wiring.	\$5,400
Network outlets and wiring. One system this floor.	\$7,200
CATV outlets and wiring.	\$2,000
Disconnect existing kitchen equipment. Allow for redevelopment of kitchen area into maintenance shop/offices. Equipment removed by others.	\$1,200
First Floor (City 11,220 GSF/ County 12,870 GSF)	
Demolition and removals.	\$3,600
New lighting and switching.	\$2,000
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$22,900

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Government Center
 Bloomington, Illinois

OPTION 1

ELECTRICAL (Con't)	Construction Cost
• Receptacles and circuiting in permanent walls.	\$11,300
• Pedestal outlets and wiring in floor ducts.	\$5,000
• Phone station outlets and wiring.	\$7,500
• Network outlets and wiring. Two systems this floor.	\$15,000
• CATV outlets and wiring.	\$4,800
• Wiring allowance for moveable partitions.	\$2,500
• Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$3,500
• New lighting and switching.	\$3,600
• Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed room.	\$14,200
• Receptacles and circuiting in permanent walls.	\$6,000
• Pedestal outlets and wiring in floor ducts.	\$4,500
• Phone station outlets and wiring.	\$5,300
• Network outlets and wiring. Two systems this floor.	\$12,000
• CATV outlets and wiring.	\$3,200
• Wiring allowance for moveable partitions.	\$1,300
• Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Second Floor (City 12,250 GSF, County 6,480 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$2,200

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TON 1

	Construction Cost
ELECTRICAL (Con't)	\$3,000
Pedestal outlets and wiring in floor ducts.	\$6,000
Phone station outlets and wiring.	\$10,000
Network outlets and wiring. Two systems this floor.	\$3,800
CATV outlets and wiring.	\$500
Wiring allowance for moveable partitions.	\$3,400
Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$1,500
Provide power to new ME AHU. Assume 7-1/2 HP.	\$10,000
Additional lighting, switching and dimming for County Board Room 3,000 GSF.	\$800
Sound reinforcement system will be wireless. Allow for power.	\$5,000
Projection system. Not well-defined. Allow for three motorized screens.	\$492,230
Totals	\$492,230

SUMMARY

	Construction Cost
Trade	\$175,350
Lighting	\$88,000
Fire Protection	\$2,157,600
VAC	\$492,300
Electrical	\$2,913,250
Total	\$2,913,250

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March 19, 2002
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Government Center
 Bloomington, Illinois

OPTION 2

PLUMBING	Construction Cost
Install reduced pressure backflow preventer on existing fire service at lower level. Retain combined domestic and fire service. Code driven.	\$6,750
Replace domestic hot water recirculation pumps and controls. Retain both existing gas-fired domestic water heaters. Deferred maintenance.	\$3,000
Provide anti-scald mixing valve at each restroom group (11 at \$550). ADA requirement.	\$5,500
Increase water pressure and flow to penthouse. Run new 1-1/2" line from basement to penthouse (will be routed in new restroom chase) (75' at \$40). Operational issue.	\$3,000
Add accessible toilet rooms at first floor, mezzanine, second floor, third floor and fourth floor (36 fixtures at \$2,000). ADA requirements.	\$78,000
No fixture repairs.	\$0
Consolidate the three existing domestic water services into one.	\$6,000
Lower Level (County 4,460 GSF)	
• No fixture repairs.	\$0
• No work to correct code violations (venting at sewage ejectors).	\$0
• Leave existing kitchen equipment, piping and grease interceptor in place.	\$0
• Connections to new Liebert.	\$2,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Mezzanine (County 15,830 GSF)	
• No fixture repairs.	\$0
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000

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ATION 2

	Construction Cost
UMBING (Con't)	
cond Floor (City 12,250 GSF, County 6,480 GSF)	
No fixture repairs.	\$0
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Work in Mechanical Room (demolition, removals, etc.).	\$1,200
Work related to new Liebert system in Server Room.	\$1,200
No roof drain work.	\$0
ird Floor (City 18,730 GSF)	
No work.	\$0
urth Floor (County 13,370 GSF, City 5,360 GSF)	
No fixture repairs.	\$0
Do not correct existing code violations. (PVC installed in plenum.)	\$0
Provide convenience sinks. Assume some vertical stacking will occur (4 at \$2,000).	\$8,000
enthouse/Roof	
Work related to mechanical (demolition, removals, etc.).	\$1,200
Correct code violations (RPZ relocation).	\$3,000
No roof drain removal/replacement. Defer roof replacement.	\$0
Connect to penthouse boilers (1 LS at \$4,000, RPZ, etc.) gas piping).	\$4,000
Totals	\$146,850

G&R ENGINEERS

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 Bloomington, Illinois

OPTION 2

Fire Protection	Construction Cost
Replace the fire pump and controller to accommodate additional flow and pressure drop. Size pump for three wet standpipes (i.e., two now, one future).	\$30,000
Sprinkle the remainder of the basement area. Required by current code but not mandated as a retrofit by City Code Enforcement (13,691 at \$2.50). Note this does not include any work related to abatement of ACM's.	\$34,000
Do not upgrade the existing dry standpipe at the northwest corner to wet standpipe and provide new wet standpipe. Required by current code but not mandated as a retrofit by City Code Enforcement.	\$0
New wet standpipe in new stairwell.	\$12,000
Do not sprinkle the remainder of the building. Not required by current code. Not required by City Code Enforcement.	\$0
No pre-action sprinkler system for City Server Room in Lower Level. Use wet sprinklers.	\$0
No inert gas system for County Server Room on Second Floor (688 SF). Protect via smoke detectors. Not sprinkled.	\$0
Total	\$76,000

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SECTION 2

	Construction Cost
AC	
Commit to retaining both existing Carrier 100 ton chillers in place, over the Board Room. Provide vibration isolation pads under the chillers, repair the chillers, replace air-cooled condensers. Develop a primary/secondary chilled water loop in the penthouse. Disconnect and remove both Trane R-12 chillers at the second floor along with related air-cooled condensers on the upper roof. Provide a 40 ton packaged air-cooled chiller with low ambient controls and a 200 ton packaged air-cooled chiller on the upper roof. Provide separate chiller pumps for all four chillers. Tie all four chillers into the new loop. The small chiller is intended to provide winter cooling for the various blower coils and fan coils in the winter. Includes an allowance for noise screens. Entire chilled water system must be filled with glycol. Includes an allowance to expand the penthouse northward to create space for pumps. Note: This is the same cost as replacement.	\$644,000
Disconnect and remove Vintage LES hot water boilers from Second Floor Mechanical Room. Provide and install new modular gas-fired hot water boilers in the penthouse in space vacated by chiller removals. Provide new hot water pumps and VFD's and piping to serve the entire building. Does not include abatement of ACM.	\$137,000
Relocate temperature control air compressor and dryer from penthouse to the lower level. Includes ventilation of the proposed location and vibration isolation.	\$13,000
Replace analog controls in north end of the building with DDC.	\$104,000
Create a separate reheat piping riser system to serve new VAV/reheat boxes. Includes piping, pumps and controls. Install pipe vertical pipe risers from penthouse down to second floor.	\$24,000
Convert existing pneumatic controls to hybrid DDC/pneumatic system. In general this applies to the more recent portions of the building.	\$291,000
Remove duct-mounted humidifiers, electric steam boilers, piping and controls. Use conductive flooring materials in lieu of humidification. Does not include work related to abatement of ACM.	\$10,000
No north elevator upgrade work. No DX cooling system in north elevator equipment room.	\$0

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OPTION 2

	Construction Cost
HVAC (Con't)	
Testing and balancing of new chillers and boilers work. Air side and water side.	\$3,000
Toilet exhaust system to serve new handicapped-accessible toilet rooms on Fourth, Third, Second and Mezzanine Levels).	\$10,000
Toilet exhaust system to serve new toilet facilities (including accessible fixtures) on First Floor.	\$5,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$2,800
• New glycol Liebert system for Server Room. Includes piping to roof and drycooler.	\$35,000
• No modifications to existing kitchen AHU and duct system to feed new space.	\$0
• Existing blower coils and fan coils in maintenance area remain.	\$0
• Leave existing range hood(s).	\$0
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$8,800
• Replace existing south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
• Remove all of the full shutoff VAV boxes and replace with VAV reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
• Reuse and relocate existing grilles, diffusers and troffers.	\$5,000
• Replace north AHU with new unit featuring more capacity. Includes VFD.	\$26,500
• Test and balance work.	\$4,000
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$8,000
• Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000

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SECTION 2

	Construction Cost
AC (Con't)	
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
Grilles, diffusers and troffers.	\$5,000
Test and balance work.	\$4,000
Replace north AHU.	\$32,000
Second Floor (City 12,250 GSF, County 6,480 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$90,000
Replace north AHU.	\$32,000
Grilles, diffusers and troffers.	\$5,000
Provide new glycol Liebert system for Server Room. Demo all other Liebert equipment.	\$25,000
Test and balance work.	\$5,000
Third Floor (City 18,730 GSF)	
No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with larger unit. Includes VFD's and sound attenuator.	\$69,000
Remove all the full shut-off VAV boxes and replace with new VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct modifications.	\$80,000
Replace north AHU.	\$32,000

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OPTION 2

HVAC (Con't)	Construction Cost
• Relocate diffusers and troffers.	\$5,000
• Return air grilles with sound attenuating elbows.	\$7,000
• Test and balance work.	\$5,000
• Dynamically balance all fans at this floor level.	\$5,000
Totals	\$2,092,100

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SECTION 2

	Construction Cost
ELECTRICAL	
Inspect and test electrical service and distribution equipment. (Existing 2500 amp, 480 volt, 3 phase service and distribution remain in place.)	\$5,000
Install emergency power generator and update automatic transfer switch. (Existing 1000 KW (68 KVA) natural gas fired unit and distribution remains.) (Testing should be performed now. It is assumed generator and switch are fully serviceable.)	\$2,000
Replace existing zone-type fire alarm system with modern, addressable system including new ADA-type alarm devices (i.e., audio-visual), new pullstations, sprinkler system monitoring and flow switches, duct-mounted smoke detectors, elevator, fireman's recall by smoke detectors, fireman's recall and two annunciator panels.	\$61,000
Elevator upgrade. No electrical work associated with elevator upgrade and fireman's recall on elevator.	\$0
Provide emergency and exit lighting on all floors to accommodate new layouts. No work on Third Floor.	\$15,000
Use existing conduits underground to manhole in Main Street for fiber optic cable to C. Does not include cable.	\$0
Disconnect two existing chillers, air-cooled condensers and chilled water pumps. Provide power to two packaged air-cooled chillers on the roof (40 ton and 200 ton). Provide power to four chiller pumps (assume 5 HP, and three at 15 HP). Provide power to two chilled water system pumps (assume 40 HP). Note: This precludes the need to repair defective switch at Second Floor Mechanical Room.	\$33,000
Disconnect LES boilers on Second Floor along with related hot water pumps. Provide power to four new gas-fired boilers and boiler circulation pumps in the penthouse. Provide power to two hot water heating systems in the penthouse (assume 20 HP).	\$12,000
Provide power to replacement heating pumps. Assume four pumps 10 HP each.	\$8,000
Disconnect existing temperature control air compressor and dryer in the penthouse. Provide power for relocated compressor and dryer in the Lower Level.	\$2,800
Provide power in the penthouse to two new reheat pumps (assume 7-1/2 HP).	\$3,500
Disconnect existing electric steam boilers used for building humidification.	\$1,000

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 Bloomington, Illinois

OPTION 2

ELECTRICAL (Con't)	Construction Cost
No cooling system for the north elevator equipment room.	\$0
No power and related electrical work for north elevator upgrade.	\$0
Provide power to new roof-mounted toilet exhaust fan. Assume 1 HP.	\$1,300
Provide smoke and heat detectors along with shunt trip breakers for the two lower level elevator equipment rooms.	\$6,000
Allow for power to exterior signage. Signage not included.	\$1,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$500
• New lighting and switching. Includes an allowance for lighting work in the north end.	\$15,000
• Receptacles and circuiting.	\$8,900
• Power to Liebert equipment.	\$1,500
• No UPS system.	\$0
• No fire alarm work related to pre-action fire suppression system.	\$0
• Phone station outlets and wiring.	\$5,400
• Network outlets and wiring. One system this floor.	\$7,200
• CATV outlets and wiring.	\$2,000
• No work related to existing kitchen equipment. No redevelopment of kitchen area into maintenance shop/offices.	\$0
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$3,600
• New lighting and switching.	\$2,000

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SECTION 2

	Construction Cost
ELECTRICAL (Con't)	
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$22,900
Receptacles and circuiting in permanent walls.	\$11,300
Pedestal outlets and wiring in floor ducts.	\$5,000
Phone station outlets and wiring.	\$7,500
Network outlets and wiring. Two systems this floor.	\$15,000
CATV outlets and wiring.	\$4,800
Wiring allowance for moveable partitions.	\$2,500
Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Mezzanine (County 15,830 GSF)	
Demolition and removals.	\$3,500
New lighting and switching.	\$3,600
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed room.	\$14,200
Receptacles and circuiting in permanent walls.	\$6,000
Pedestal outlets and wiring in floor ducts.	\$4,500
Phone station outlets and wiring.	\$5,300
Network outlets and wiring. Two systems this floor.	\$12,000
CATV outlets and wiring.	\$3,200
Wiring allowance for moveable partitions.	\$1,300
Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200

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 Bloomington, Illinois

OPTION 2

ELECTRICAL (Con't)	Construction Cost
Second Floor (City 12,250 GSF, County 6,480 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$2,200
• Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$17,800
• Receptacles and circuiting in permanent walls.	\$21,000
• Pedestal outlets and wiring in floor ducts.	\$2,000
• Phone station outlets and wiring.	\$9,000
• Network outlets and wiring. Two systems this floor.	\$15,000
• CATV outlets and wiring.	\$3,800
• Wiring allowance for moveable partitions.	\$1,000
• Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$3,400
• Provide power to new ME AHU. Assume 7-1/2 HP.	\$1,500
• Power to Liebert equipment.	\$1,500
• Rehabilitate existing UPS system. Scope not well-defined.	\$2,000
• No fire alarm work related to smoke detectors in computer room.	\$0
Third Floor (City 18,730 GSF)	
• No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$10,530

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 Springfield, Illinois

SECTION 2

	Construction Cost
ELECTRICAL (Con't)	
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$14,000
Receptacles and circuiting in permanent walls.	\$7,500
Pedestal outlets and wiring in floor ducts.	\$3,000
Phone station outlets and wiring.	\$6,000
Network outlets and wiring. Two systems this floor.	\$10,000
CATV outlets and wiring.	\$3,800
Wiring allowance for moveable partitions.	\$500
Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$3,400
Provide power to new ME AHU. Assume 7-1/2 HP.	\$1,500
Additional lighting, switching and dimming for County Board Room 3,000 GSF.	\$10,000
Sound reinforcement system will be wireless. Allow for power.	\$800
Projection system. Not well-defined. Allow for three motorized screens.	\$5,000
Totals	\$486,530

SUMMARY

	Construction Cost
Trade	\$146,850
Plumbing	\$76,000
Fire Protection	\$2,092,100
HVAC	\$486,530
Electrical	
Total	\$2,801,480

Members Salch/Bostic moved the County Board approve a Request for Approval of a Resolution Requesting the Public Building Commission to Approve Additional Financing for the Remodeling of the 115 East Washington Street Building for Occupancy and Use by McLean County Offices and Departments - Facilities Management. Member Hoselton stated the following: can the Commission, with their money, fund that project without increasing the County's overall property tax. Mr. Zeunik answered with the following: in item 2, on page 196 of the Resolution, it says the McLean County Board hereby further recommends that any increase in the County's debt service lease payment to the Commission resulting from the additional mechanical, engineering, and plumbing improvements, be funded without increasing the County's overall property tax rate. That is part of the Resolution, part of the direction that the Board is acting on today, assuming there is favorable action. If you look on page 201 there is a charge sheet that summarizes the financing to date beginning with the eleven million dollar issue which was sold last November. The fees connected with that issue, the fees for the architect, the bond council to the investment banker, the amount set aside for the parking deck, the amount to reimburse the City and the County for the purchase of the building, and the amount set aside for renovation, are all here. You can see the estimated cost for renovation under the two options that were provided by the architects and engineers and the net difference between what's available and what the additional cost would be. The Property Committee recommended option one. If you come down and look at option one, the 2.85 million dollar figure includes some estimated fees that would be associated with the additional financing. That was the debt service payment, computed at 5.5%, which is a very conservative figure particularly in today's market. That results in an annual debt service of \$117,629, which based on the current equalized assessed value of the County, would result in an overall increase of a half of a percent. I advised the Property Committee that I felt confident that we can absorb the increase without causing an increase in the County's overall tax rate and that was incorporated in the Resolution that is before the Board this morning. Member Owens stated the following: my understanding is that this is just a recommendation and next month this will be addressed by the Finance Committee. If anything is to change, for example if they want to go with option two, they would have to come back to the Property Committee. Mr. Zeunik stated the following: its my understanding under the rules of the Board that the decisions about the details of the renovations and what's to be done is the privy of the Property Committee. The Finance Committee will ultimately have to act on the specific legal documents that pertain to the financing with the Public Building Commission. That information will need to be presented to the Finance Committee. When those legal documents, namely the proposed lease agreement and the proposed bond ordinance document, come back to the Finance Committee they will act on those and then bring them to the Board for approval. Member Owens stated the

following: I know when we talked about purchasing the building there was discussion about what percentage of the bonds would be taxable because of National City's being a tenant there. They were on the third floor and the basement but supposedly were going to vacate the basement. Will that change the how much is tax exempt? Mr. Zeunik stated the following: that will change the percentage. National City is in the process of moving all of their personnel and offices out of the basement and so the only occupancy left in the building will be on the third floor. That will reduce the percentage that is taxable. Member Owens asked if Mr. Zeunik will be providing that information next month. Mr. Zeunik stated assuming that this matter moves forward today, and the City Council then acts on it at their next regular meeting, we should be able to bring that information to the Property Committee, if not at the October meeting certainly as soon as it is available. Member Segobiano stated the following: this is only a recommendation, but how strong is that recommendation? Given the fact that page 201 says, "the McLean County Board will hereby further recommend." It is only a recommendation and it does not say "shall" so if they cannot meet our recommendation what happens? Mr. Zeunik replied with the following: it is this Board's decision not the Public Building Commission's. What the Property Committee recommended and approved is consistent with the County Board's budget policy which states the overall Property tax rate shall be the same as the prior year. Ultimately, this Board has to make the decision. We make the decision in terms of the budget we present and the Board makes the decision in terms of the final tax levy. Member Segobiano said: on page 198, in the second paragraph it talks about asbestos and that approximately \$375,000 of its own surplus will be used for this project. Don't we tax County residents to pay off the Public Building Commission? Mr. Zeunik stated the following: the proceeds for the original improvements that built the Law and Justice Center and the original jail were invested at rates that were not restricted, as they are today, and those monies have accumulated over the years. The Public Building Commission has used those funds for other improvements in behalf of the County. In fact, the Public Building Commission uses those monies as this Board directs them. Member Segobiano stated the following: the originality of that initial dollar came from the taxes. Mr. Zeunik stated the investments of those proceeds, that is correct. Member Segobiano stated it says this leaves equivalent dollars in the existing bond proceeds for application to the anticipated project cost increases, so there is money there but it all originally came from the taxpayers. Mr. Zeunik responded with the following: I need to correct that point. The investment earnings did not come from the tax levy. The investment earnings came from the proceeds of the bond issue which were invested over time. They could be invested in the late 1970's at rates that were in the 20-22% range. There were no restrictions on those investments so the debt service payments were the tax levy but the debt service payments were not building the surplus. The surplus was built because they

were able to invest the proceeds during the construction of the building. Member Segobiano said the following: I agree with that but the fact is they started with nothing and everything, even their investment, started with the taxes. One other concern I have is that in this morning's Pantagraph it said the City of Bloomington is having difficulty putting their budget together. One of their Members said they may have to slow down the renovation of the Champion Building. I don't know if there has been any conversation with the City of Bloomington with regards to that statement, what validity it has, or what impact that would have on this project should it become a reality. Mr. Zeunik stated the following: I read the same story in the newspaper this morning and that's the first I have heard of that. That was a Member of the Council who made that statement and I have not had an opportunity yet this morning to talk with Tom Hamilton. Member Segobiano said the following: we owe the public an explanation about how this five million dollar oversight could exist. We have a Facilities Management Department here and the City of Bloomington has full compliments of inspectors and department heads. There should be a full explanation to the taxpayers as to how this could have happened. Member Owens requested a roll call vote Clerk Milton shows the roll call vote as follows: Arnold-yes, Bass-yes, Bostic-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, and Sweeney-yes. Motion carried seventeen to zero.

Member Salch noted the Wiss, Janney, Elstner Associates, Inc. report on the Old McLean County Courthouse and the General Report located on pages 233-247.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: this Monday, September 30, 2002 there will be a joint meeting of the City Council, Normal Town Council and the McLean County Board at 7:00 p.m. in room 700. We are hosting the meeting again. There are two topics that will be discussed at that meeting. The first is an update on the regional water supply study. Farnsworth and Wiley is currently finishing up the supply and demand information and will be presenting this information to the three councils. Secondly, we have asked for a presentation on the East Side Corridor Bypass. Some of you have attended informational meetings on that in the past and have heard of this through your oversight committees. We felt this was a significant enough issue that we would like to have it presented to a joint session and allow Members to ask questions.

Member Selzer asked if they were accepting requests for items to be added to that agenda. Mr. Zeunik stated the following: it would depend on the item. What we try to do is to have items that cross the political boundaries. They should be items that all three local governments need to address and work on cooperatively. If there is an item that fits that category, certainly the two managers and I would be open to any suggestions that Board Members might have.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: there was also another Member of our County that was in attendance at the NACo conference but in a different form and that was our County Clerk, Peggy Ann Milton. She was [elected to the Board of Directors of NACRC - National Association of County Recorders, Election Officials, and Clerks] and she is to be congratulated on that post.


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

MCLEAN COUNTY BOARD COMPOSITE

September 17, 2002

2002 Budget Expenditures

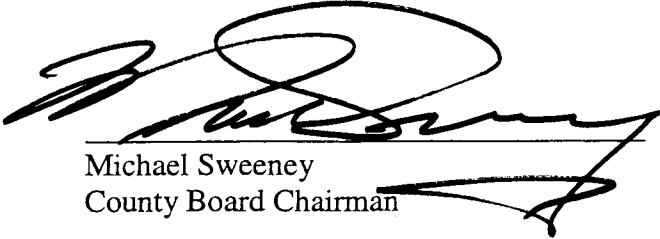
COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$5,639.65	\$158,502.22	\$164,141.87
Finance		\$409,142.31	\$409,142.31
Human Services		\$330,124.33	\$330,124.33
Justice		\$1,253,758.06	\$1,253,758.06
Land Use		\$35,208.79	\$35,208.79
Property		\$258,951.99	\$258,951.99
Transportation		\$796,963.73	\$796,963.73
Health Board		\$340,074.75	\$340,074.75
Disability Board		\$44,580.75	\$44,580.75
T. B. Board		\$20,615.55	\$20,615.55
Total	\$5,639.65	\$3,647,922.48	\$3,653,562.13

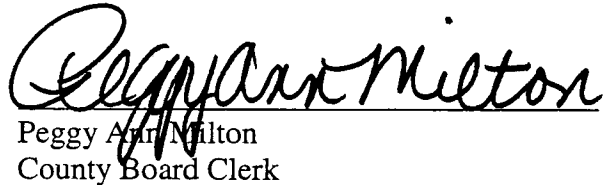

Michael F. Sweeney, Chairman
McLean County Board

Members Nuckolls/Kinzinger 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 Renner/Owens moved for adjournment until Tuesday, October 15, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:45 a.m.

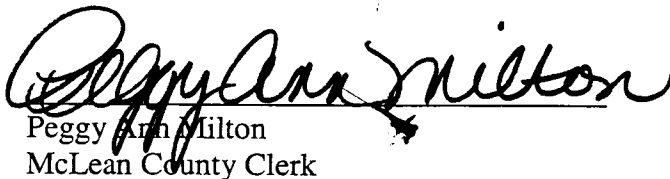

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of September, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 3rd day of October, 2002.


Peggy Ann Milton
McLean County Clerk