

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

September 21, 2004

*Subject to approval at  
October 19, 2004  
County Board Meeting*



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**September 21, 2004**

The McLean County Board met on Tuesday, September 21, 2004 at 9:04 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Chairman Sweeney stated the following: before we even go to the invocation, I want you to be aware that the microphones are a little different then you are used to. When the red light is on everybody in the room can hear what you are saying. If you get excited and want to give somebody some static, understand that it is going to be recorded. Everybody is going to have access to that information. I would be very careful when you are going to say something to make sure that the red light is not on. Mr. Lindberg explained how to use the microphones. Chairman Sweeney stated the following: the acoustics in this room are not like they were in the other. I asked John about that and he was explaining something about the way the ceiling tiles were set up in the Law and Justice Center, on the seventh floor, versus the way we have it here. When people are speaking for the most part, a lot of people will be able to hear that, even if the microphones are not on. If it is on, it will be recorded.

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

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

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

**The following Member was absent:**

Chris Kalapp

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

Chairman Sweeney stated the following: we have one member of the public that wants to address the Board. I would like to introduce Lyn Hruska, the Executive Director of the American Red Cross. Ms. Hruska spoke regarding the "Badges for Life" Blood Drive during National Preparedness Month.

**Consent Agenda:**

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

The Consent Agenda read as follows:

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, August 17, 2004
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of Letting Results from September 1, 2004 for County and Township Projects – Sec. 2004 Non-MFT Bridge Deck Repair and Sec. 04-15127-00-RS
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request approval of the application of Jeff Johnson for the LeRoy Sportsman's Club, parcel (15) 30-02-100-002 & 003. He is requesting a special use to allow a shooting range in the Agriculture District and to waive installation of a handicap space until December 1, 2004 on property which is located in Empire Township at 28379 E. 800 North Road, LeRoy, IL
    - 2) Subdivision Case:
      - a) Request approval of the Ordinance of Martin and Pamela O'Neall for a waiver of preliminary plan requirements and a one lot final subdivision plat for O'Neall Subdivision, File No. S-03-11. The property is located in Blue Mound Township immediately south of the intersection of 1500 N and 2500 E Roads.
  - D. Transfer Ordinances:

Request approval of the Appropriation Transfer Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Property Committee:
      - a) Request Approval to Recommend Award of Bid for paving the Nursing Home Parking Lot to McLean County Asphalt – Nursing Home
    - 2) Finance Committee:
      - b) Request Approval to Discard Bids Received for Storage Area Network Solution

- c) Request Approval to Receive and Place on File the Responses to the Outside Auditor's Management Letter of Advisory Comments:
  - 1. Dave Owens, Sheriff
  - 2. John Zeunik, County Administrator
  - 2. Jackie Dozier, County Auditor
  - 3. Ruth Weber, County Recorder

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

1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:

**Mid-Central Community Action, Inc.**

Benjamin Owens  
3207 Winchester  
Bloomington, IL 61704  
Re-Appointment to a three-year term  
scheduled to expire on October 6, 2006

**Public Building Commission of McLean County**

Melvin Schultz  
201 Veronica Way  
Normal, IL 61761  
Re-Appointment to a five-year term  
scheduled to expire on October 2, 2009

b) APPOINTMENTS:

**Prairie Creek Drainage District**

E. Eugene Etherton  
29060 E. 600 North Rd.  
LeRoy, IL 61752  
Appointment to a three-year term  
scheduled to expire on September 7, 2007

**Prairie Creek Drainage District**

Cole Dooley  
7419 N. 2850 East Rd.  
LeRoy, IL 61752  
Appointment to a three-year term  
scheduled to expire on September 7, 2007

**East Central Illinois Agency on Aging**

Julie Gowen

4 Ruth Road

Bloomington, IL 61701

Appointment to a three-year term

scheduled to expire on September 25, 2007

c) RESIGNATIONS:

**East Central Illinois Agency on Aging**

Geraldine Decker

9594 Challenger Drive

Bloomington, IL 61704

G. Approval of Resolutions of Congratulations and Commendation

September 15, 2004

Mr. John Zeunik  
McLean County Administrator  
PO Box 2400  
Bloomington, IL 61702-2400

Dear Mr. Zeunik:

The U.S. Department of Homeland Security, The America Prepared Campaign, the American Red Cross, the National Association of Broadcasters and the U.S. Department of Education have joined a coalition of more 50 national organizations to engage Americans in emergency preparedness by declaring September "National Preparedness Month." "National Preparedness Month brings together an amazing coalition of partners to make citizen preparedness a priority for every city, every neighborhood and every home across America," said Homeland Security Secretary Tom Ridge. "Homeland security is a shared responsibility and I am pleased that so many organizations and so many national leaders are working together to help get this information out into communities across the nation."

The "Badges for Life" blood drives, which involve the Bloomington Police and Fire Departments, Normal Police and Fire Departments, the McLean County Sheriff's Department, Lifeline, and the Illinois State University Police, have been helping to prepare our community for six years. Their friendly competition has resulted in more than 650 units of blood being collected at a time of year when our blood supply struggles to meet the community's needs.

The American Red Cross would like to take the opportunity to honor these organizations for their commitment to their shared community and we feel "National Preparedness Month" is the perfect time to do so. We request a ten-minute block of time during the September 21 McLean County Board Meeting to recognize these groups for going above and beyond the call of duty by literally giving a piece of themselves to make the community better prepared.

Thank you for your consideration of this request and we look forward to your response.

Sincerely,

Lyn Hruska  
Executive Director

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on September 7, 2004 for a letting held on September 1, 2004 for One (1) McLean County Non-MFT Section and One (1) Township MFT Section, and

WHEREAS, the Transportation Committee duly approved the bids on September 7, 2004.

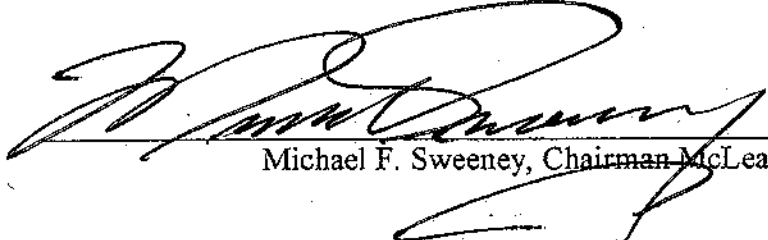
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following Contract:

2004 NON-MFT MAINTENANCE SECTION:

Ladd Construction Company, Ladd, Illinois, was the successful bidder on the following section:  
McLean County.....Sec. 2004 Non-MFT Bridge Deck Repair.....@ \$65,954.80

2004 MFT MAINTENANCE SECTION:

McLean County Asphalt Co. Inc., Bloomington, Illinois, was the successful bidder on the following section:  
Dry Grove R.D. ....Sec. 04-15127-00-RS.....@ \$34,150.00

 9/21/04  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS        ]  
                                  ]    SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 21, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21<sup>st</sup> day of September A.D., 2004.

[SEAL]

  
Peggy Ann Milton  
McLean County Clerk



DRY GROVE RD  
 SEC. 04-15127-00-RS

ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	McLEAN CO. ASPHALT UNIT PRICE	BID BOND TOTAL	ROWE UNIT PRICE	BID BOND TOTAL
BITUMINOUS MTLs PR CT (PC-70)	GAL	175	\$3.00	\$525.00	\$2.00	\$350.00	\$9.25	\$1,618.75
BITUMINOUS CONC. BINDER COURSE	TON	400	\$68.00	\$27,200.00	\$68.00	\$27,200.00	\$80.64	\$32,256.00
BITUMINOUS CONC. SURFACE COURSE	TON	50	\$68.00	\$3,400.00	\$68.00	\$3,400.00	\$155.00	\$7,750.00
RAILROAD INSURANCE	LS	1	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
BITUMINOUS BUTT JOINT	SQ YD	28	\$21.00	\$588.00	\$25.00	\$700.00	\$21.00	\$588.00
				\$34,513.00		\$34,150.00		\$45,212.75
								31.00%

McLEAN COUNTY  
 SEC. 2004 NON-MFT BRIDGE DECK REPAIR

ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	J.G. STEWART UNIT PRICE	TOTAL	ROWE UNIT PRICE	BID BOND TOTAL	STARK UNIT PRICE	BID BOND TOTAL
DECK SLAB REPAIR(PARTIAL)	SQ YD	92	\$700.00	\$64,400.00	\$0.00	\$0.00	\$785.00	\$72,220.00	\$801.50	\$73,738.00
				\$64,400.00		\$0.00		\$72,220.00		\$73,738.00
										14.50%
										12.14%

ITEM	UNIT PRICE	TOTAL	SANGAMO UNIT PRICE	BID BOND TOTAL	OTTO BAUM UNIT PRICE	BID BOND TOTAL
LADD	\$716.90	\$65,954.80	\$811.10	\$74,621.20	\$1,195.50	\$109,986.00
		\$65,954.80		\$74,621.20		\$109,986.00
						70.79%
						15.87%
						2.41%

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 Jeff Johnson for the LeRoy Sportsman's Club, parcel (15) 30-02-100-002 & 003. He is requesting a special use to allow a shooting range in the Agriculture District and to waive installation of a handicap space until December 1, 2004 on property which is part of Section 2, Township. 22N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township at 28379 E. 800 North Road, LeRoy, IL

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 7, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 10 acre property has been used as a shooting range since at least 1966, when zoning became effective in McLean County. As such, the use of the property as a shooting range is a nonconforming use and cannot be expanded without approval of a special use permit by the County Board. The property is hilly and drains to the north and east. The property has 640 feet of frontage on the west side of 2850 East Road and approximately 680 feet on the south side of 800 North Road. Both roads are oil and chip and 17 feet in width.

**SURROUNDING ZONING AND LAND USE** – This property and the surrounding land is in the Agriculture District. The land to the north and east is wooded. The land to the south is in pasture. The land to the west is in crop production.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants have a nonconforming shooting range in the Agriculture District that has been in operations for more than 38 years. The applicants would like to expand this operation, while keeping it relatively small, to allow an additional shooting area and to allow the members more occasions to shoot during the month than allowed by the nonconforming status which is only once per week. The applicants have provided satisfactory information regarding the shot pattern for trap shooters using this range. The applicants claim that the majority of the shot will stay on this property due to the wooded area and topography. The land to the south and west slopes significantly upward and is much higher than the firing line. The applicants claim the high sloping ground and wooded area that surrounds the firing area acts as a natural barrier that will stop virtually all shot.
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 surrounding properties that are in crop production will continue to be desirable for such. The property is

relatively large and is surrounded by land in the Agriculture District. All shooting takes place under the supervision of a range officer. The applicants are requesting to shoot up to nine times per month which include the following times: to allow "members only" the ability to shoot Monday through Friday from 4:30 PM until 9:00 PM.; and on Saturday and Sunday for members as well as the public with federal owner identification cards from 8:30 AM until 2:00 PM. The additional shooting times would not likely impact the use of nearby properties.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. 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 property has approximately 680 feet of frontage on the south side of 800 North Road and 640 feet on the west side 2850 East Road. The applicant has obtained approval from the County Health Department for a septic system.
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 have obtained approval from the Empire Township Road Commissioner to use the existing entrances.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow a shooting range in the Agriculture District and to waive the installation of a handicap space until December 1, 2004, to limit the maximum number of shooting days per month to nine days and to limit the time of shooting during the hours requested which are Monday through Friday from 4:30 PM until 9:00 PM and on Saturday and Sunday from at 8:30 AM until 2:00 PM.

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

Respectfully submitted this 7<sup>th</sup> day of September 2004, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
O'Neall Subdivision, File S-03-11

WHEREAS, Martin and Pamela O'Neall have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the O'Neall Subdivision, file number S-04-10, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Martin and Pamela O'Neall have subdivided one lot from their farm property on which to build a dwelling; and

WHEREAS, said lot has frontage on a public road but also includes an easement of access for the adjacent farm property; and

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

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

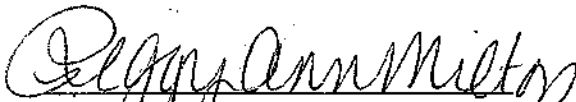
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

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

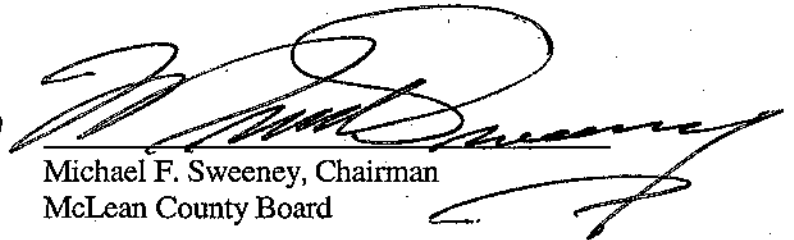
Adopted by the County Board of McLean County, Illinois this 21<sup>st</sup> day of September, 2004

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

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

CASE NUMBER S-03-11

**1. REFERENCE**

- A. Meeting date: September 2, 2004
- B. Subdividers' names: Martin and Pamela O'Neall
- C. Subdivision name: O'Neall Subdivision

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

- A. Property location: Immediately south of the intersection of 1500 N and 2500 E Roads
- B. Township: Blue Mound Township
- C. Parcel Numbers: Parts of 16-32-100-001 & 16-31-200-001
- D. Existing zoning: Agriculture District
- E. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the O'Neall Subdivision – a shared easement of access is provided along the 1,290 foot long driveway with the adjacent farm property to the west
- F. Existing land use: Farm dwelling

**3. DIMENSIONS & REVIEW:**

- A. Size of Parcel: 2.65 acres in area
- B. County Health Department: Recommends approval of the proposed subdivision plat
- C. County Highway Department: The Blue Mound Township Road Commissioner has signed a plat access certificate for the proposed subdivision. The County Highway Department has reviewed the plat and recommends approval.

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

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2004  
 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,

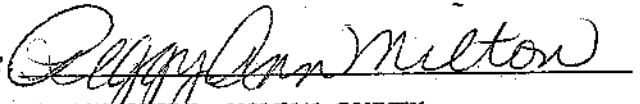
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
-----					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0706 0001 CONTRACT SERVICES		17,000.00		0833 0002 PURCHASE/COMPUTER EQUIP.	17,000.00-
		17,000.00			17,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF AUGUST , 2004

  
 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  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

September 15, 2004

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Nursing Home to approve the award of the bid in the amount of \$64,698.00 for repaving the front parking lot of the Nursing Home.

Your PROPERTY COMMITTEE herewith further respectfully advises that funds for this capital improvement project have been budgeted in the fiscal year 2004 adopted budget of the McLean County Nursing Home.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1  
Stan Heselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Chris Kalapp  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

District #6  
George J. Gordon  
David "Dave" Seizer

District #8  
Paul R. Segobiano  
Tori Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

BOX 3547  
 BLOOMINGTON, ILLINOIS  
 61702  
 309-827-4811  
 FAX # 309-827-7767



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PROPOSAL SUBMITTED TO <b>MCLEAN COUNTY NURSING HOME</b>		PHONE <b>888-5380</b>	DATE <b>8/30/04</b>
STREET <b>901 N. MAIN</b>		JOB NAME <b>ATTN: DON LEE</b>	
CITY, STATE and ZIP CODE <b>NORMAL, IL 61761</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB#	JOB PHONE

We hereby submit specifications and estimates for:

- Remove existing parking blocks
- Remove existing asphalt pavement as indicated on location map, (6 inches of existing surface)
- Shape and compact existing base material, on approx. 1,681 sq. yds. (location map, specifications)
- Prime with MC-30 asphalt materials on approx. 1,681 sq. yds.
- Apply 6 inches bituminous base course on approx. 1,681 sq. yds.
- Clean and prepare
- Prime portion of area with RC-70 asphalt materials
- Apply 2 inches bituminous surface course on approx. 3,243 sq. yds.
- Re-pin existing blocks
- Stripe per existing parking layout
- For the amount of **\$64,698.00**

We appreciate the opportunity of submitting this bid, if accepted, please sign and return the original copy to us:

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:  
**\*SIXTY FOUR THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS AND 00/100** 64,698.00  
 dollars (\$ \_\_\_\_\_ ).

Payment to be made as follows:

**TERMS:** ~~It is understood that invoices are DUE UPON RECEIPT. Accounts over 30 days past due will be subject to a 1.5% finance charge (an annual rate of 18%) and that costs incurred to collect past due accounts, including court costs, attorney fees and collection fees will be added to my account.~~

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

Authorized Signature

*Jim Warwick*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

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

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

Signature \_\_\_\_\_

*[Signature]*





**NURSING HOME**  
(309) 888-5380  
901 N. Main Normal, Illinois 61761

Date: August 24, 2004

To: Diane Bostic, Chairman, Property Committee  
Members of the Property Committee

From: Don Lee, Adm.  
McLean County Nursing Home

Re: Recommend Parking Lot Bid to McLean County Asphalt

Prior to preparation of the 2004 budget, the front parking lot of the McLean County Nursing Home was identified as a priority capital project and funding for this project was included in the budget.

The outer drive area and the section of the drive between the nursing home and the Fairview building have suffered serious deterioration. These are the areas which are subjected to the heavy traffic of the city bus and semi traffic as they make deliveries to the dock at the rear of the nursing home.

We asked Jack Mitchell, Highway Department, for help in writing the specifications for the bid document and Jack Moody's help in providing the basic language for the bid document. I would like to acknowledge and thank them for their willing assistance in this project.

The project was put out for bid on July 24<sup>th</sup>. There was a mandatory pre-bid conference and tour on July 30<sup>th</sup>. The bids were due back, opened and read on August 23<sup>rd</sup> at 2:00 p.m. at the nursing Home. Those in attendance were: Ernie Partlow, Rowe Construction; Tim Warrick, McLean County Asphalt; Chad Emmett, Maintenance Supervisor, Nursing Home; and Don Lee, Adm, Nursing Home.

Two bids were received:	Rowe Construction	\$76,445
	McLean County Asphalt	\$64,698

Therefore I would ask the Property Committee favorably recommend that McLean County Asphalt be awarded the bid for the Nursing Home parking lot.



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

Michael F. Sweeney  
 Chairman

September 15, 2004

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

Your FINANCE COMMITTEE herewith respectively recommends approval of the request received from the County Recorder of Deeds and the Director of Information Services Department to discard the bids received for the purchase of a Storage Area Network (SAN) device for the Recorder of Deeds Office.

Respectfully submitted,

The FINANCE COMMITTEE of the McLEAN COUNTY BOARD

<b>District #1</b> Stan Hoselton Don J. Cavallini	<b>District #3</b> Michael F. Sweeney Diane R. Bostic	<b>District #5</b> B.H. "Duffy" Bass Sonny Rodgers	<b>District #7</b> P.A. "Sue" Berglund Bette Rackauskas	<b>District #9</b> Chris Kalapp Cathy Ahart
<b>District #2</b> Matt Sorensen Rick Dean	<b>District #4</b> Ann Harding Duane Moss	<b>District #6</b> George J. Gordon David F. W. Selzer	<b>District #8</b> Paul R. Segobiano Tari Renner	<b>District #10</b> Benjamin J. Owens Bob Nuckolls



Ruth Weber  
County Recorder  
(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov  
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request Permission to Discard  
Bids Received for  
Storage Area Network Solution**

September 7, 2004

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

The Office of the Recorder of Deeds in cooperation with Information Services respectfully request that the bids received for the Storage Area Network Solution be discarded.

Following the withdrawal of the recommendation for Integrity Solutions, Information Services examined more closely the computer server involved. In that examination, it was found the original configuration did not fully utilize all the space available to the server; additionally faulty drives were identified which could be replaced at a cost of less than \$1000 and provide additional storage.

During the weekend of August 27-29<sup>th</sup>, Information Services successfully worked with a vendor to expand the server through adding new drives. The vendor that assisted us is in no way associated with the bid.

As a result of the additional space being added, we believe there is sufficient storage capacity now available to the Recorder's office to manage a minimum of 10 more years of data capture. Information Services regrets that we were unable to identify this solution prior to the bid process.

Our bid specification includes the following: "The McLean County Board reserves the right to reject any and all Bids, to waive informalities, and to accept the Bid most advantageous to McLean County". Further, under Section 2.1.1 Total Bid Rejection, our bid states that the County may reject any and all bids that do not meet minimum specifications or whose acceptance would not be advantageous to the County.

Given that the space issue has now been resolved, it is clearly not advantageous to the County to pursue additional storage options in excess of \$40,000. Therefore, the Office of the Recorder and the office of Information Services respectfully request that the McLean County Finance Committee and the McLean County Board reject all bids for the Storage Area Network Solution.

Ruth Weber  
McLean County Recorder of Deeds

Craig Nelson  
Director, McLean County Information Services



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

Michael F. Sweeney  
Chairman

September 15, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends that the responses received from the County offices and departments to the outside auditor's Management Letter of Advisory Comments be received and placed on file.

Your FINANCE COMMITTEE herewith further respectfully recommends that a copy of the response from each County office and department be forwarded to the County's outside auditor.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1  
Stan Haselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

District #7  
PA. "Sue" Berglund  
Bette Rackauskas

District #9  
Chris Kalapp  
Cathy Ahart

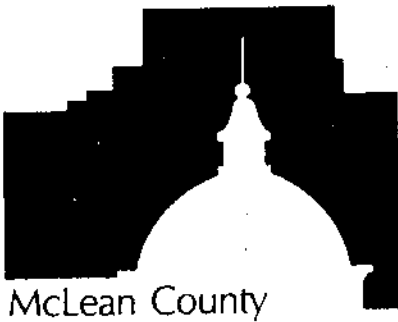
District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



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

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

August 16, 2004

TO: John M. Zeunik, McLean County Administrator  
FROM: David Owens, Sheriff  
RE: Management Letter from Outside Auditor

Dear Mr. Zeunik:

The management letter of advisory comments from Clifton Gunderson L.L.C., the outside auditors for McLean County, made the following suggestions concerning the internal operations of my department:

"We recommend that the Sheriff's Department designate an employee separate from any inmate cash handling as the responsible party for reconciling the inmate refund account. We also recommend that someone separate from the receipt and disbursement of inmate funds continue to review the monthly reconciliation in detail."

Effective May 1, 2004, I have implemented the following procedures that adhere to the suggestions of the outside auditors. Jail Superintendent Tom Phares began a monthly reconciliation of the inmate account. In addition, Chief Deputy Derick Love reviews the reconciliation in detail. Both Mr. Phares and Mr. Love have no responsibility to receipt and disburse funds from this account.

Please feel free to contact me if you have any further questions regarding this matter.

Sincerely,

David Owens  
Sheriff, McLean County



**OFFICE OF THE ADMINISTRATOR**

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


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

August 31, 2004

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

From: John M. Zeunik 

Re: Management Letter of Advisory Comments

On July 27, 2004, the Finance Committee accepted and placed on file the Combined Annual Financial Statements for Fiscal Year 2003 and the Management Letter of Advisory Comments from Clifton Gunderson, LLP, the County's outside auditor. In the Management Letter, the outside auditors made the following comment:

ACCOUNTS RECEIVABLE – PUBLIC BUILDING COMMISSION

At December 31, 2003, a receivable from the Public Building Commission (PBC) of approximately \$197,000 was recorded in the general fund. This balance represents an excess of expenditures over revenue received for maintenance performed on the Law and Justice building in 1991, 1992, and 1993.

The Law and Justice Additional Rent fund levies taxes to pay the PBC an additional monthly rental amount. The PBC will then reimburse the McLean County general fund for maintenance performed on the Law and Justice building.

Governmental accounting standards specify that revenues are recognized only when they become measurable and available as net current assets. As this receivable balance has been outstanding for ten or more years, it does not meet the criteria for accrual. Due to the length of time this receivable has been outstanding, we recommend that the County consider each year whether the balance or portion thereof will be collected in the next fiscal year and appropriately classify the portion which is deemed long-term.

As noted in the Management Letter comment, the County Board annually levies for the additional rental payment due under the terms of the Lease Agreement with the PBC. Under the terms of the Lease Agreement, the PBC reimburses the County for the operation and maintenance expenses incurred by the County. Because the PBC

The Honorable Chairman and Members of the Finance Committee  
August 31, 2004  
Page Two

reimburses the County with the funds received from the additional rental tax levy, the reimbursement is limited by the amount of the tax levy and the amount collected and distributed by the County Treasurer.

The PBC is willing to reimburse the County the full amount of the outstanding receivable that is presently being carried on the County's financial statement. The limitation on the County levying for and collecting the outstanding receivable is the Board's Resolution Establishing the Budget Policy. In order to maintain the County's overall property tax rate at the same rate as the prior year's tax rate, it is difficult to increase the additional rental levy by the amount of the outstanding receivable. Should the Finance Committee and the Board desire to collect the full amount of this outstanding receivable in fiscal year 2005, the property tax levy for the Additional Rental – Law and Justice Center (Fund 0162) can be increased by the amount of the outstanding receivable due to the General Fund.

The outstanding debt on the Law and Justice Center additions is scheduled to be retired in fiscal year 2008. Once the debt on the Law and Justice Center additions has been retired, the property tax levy for the Additional Rental – Law and Justice Center (Fund 0162) can be increased by the amount of the outstanding receivable without any impact on the County's overall property tax rate.

Should you have any questions concerning this matter, please call me at 888-5110.

Thank you.



**JACKIE DOZIER**  
**COUNTY AUDITOR**

(309) 888-5151

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

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Date: 8/31/2004

To: The Members Of the Finance Committee

Re: Response to Outside Auditor Mgmt Letter Regarding New World

Attached is background information regarding the process to get our system of reports up and running correctly.

To summarize some of the major problems met in implementing Crystal Reports, I am listing below a brief description of each matter.

Problem 1: We could not access or delete overrides in the system.

Problem 63521: The Trust Report (CFNA – Changes in Fiduciary Net Assets) would only print the first three Trust Funds.

Problem 64263: The CSNM (Combined Statement – Non Major Government Funds) would not include funds with no activity.

Problem 64778: The NMGF (Non-major Government Fund Report) included our component unit (E-911) in both the major body and in the Component Unit area, therefore creating duplicate balances in the total.

Problem 68613: Expenses were not being properly placed on the STAC (Statement of Activities) report.

Problem As Not Yet Submitted: Government-wide entries go through, but do not show up on the reports.



The above submitted Problems are in different phases of the Problem /Resolution task force within New World.

I am attaching a copy of the above reports so that you may see the layout, etc. With the addition of a very qualified CPA on the New World team, I feel that our issues will be properly dealt with and New World is a viable system.

I will be pulling Julie from her regular duties next week, and hopefully, we can address any other issues that might occur and get them resolved also.

Respectfully submitted,



Jackie Dozier  
Auditor



Ruth Weber  
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov  
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

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August 31, 2004

To: Finance Committee Chairman and Members

From: Ruth Weber *Ruth Weber*

This is in response to the Outside Auditors report.

We have followed the Outside Auditor's suggestions and with our current updated software, items can be submitted on the daily reports giving the total fees and the category in which they should be entered. Turn-ins are given to the County Treasurer's office on a daily basis. For example, today's turn-in would be for yesterday's (complete day) monies brought into the office and for in which category they should be entered. If there is a discrepancy, the turn-in is amended or corrected and resubmitted.

Regarding the revenue stamps, the Outside Auditor does not state whether it was State or County stamps where there was a minor difference of less than \$500. Our records do not indicate any difference for either County or State.

We shall continue to reconcile transactions as recorded on the stand-alone Recorder's software to the amounts recorded in the general ledger of the County.

We shall continue to work closely with the County Treasurer's office regarding our daily turn-ins.



# Clifton Gunderson LLP

Certified Public Accountants & Consultants

April 30, 2004

## CONFIDENTIAL

Chairman and County Board  
McLean County, Illinois  
Bloomington, Illinois

In planning and performing our audit of the basic financial statements of McLean County, Illinois (County) for the year ended December 31, 2003, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control. Our consideration of the internal control was only a part of our overall audit plan and was not intended to be a complete review of all of the County's accounting procedures, therefore, it would not necessarily disclose all reportable conditions or other comments for improvement. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

As a result of the procedures described above, we have the following comments and recommendations for improvement.

### SHERIFF'S OFFICE

During our audit of the Sheriff Inmate Refund cash account, we noted that monthly reconciliations are not being performed by someone independent from the receipt and disbursement of inmate funds. We did note that an employee independent from any cash handling is reviewing the reconciliations. However, by having an individual perform the monthly reconciliations who is completely removed from the Inmate cash account, the Sheriff can more effectively determine that all funds are accounted for. It will also help to determine that the E-Justice System, which is now being used to account for the Inmate Refund monies, is properly tracking receipts and disbursements of this account.

We recommend that the Sheriff's department designate an employee separate from any inmate cash handling as the responsible party for reconciling the inmate refund account. We also recommend that someone also separate from the receipt and disbursement of inmate funds continue to review the monthly reconciliations in detail.

### **ACCOUNTS RECEIVABLE - PUBLIC BUILDING COMMISSION**

At December 31, 2003, a receivable from the Public Building Commission (PBC) of approximately \$197,000 was recorded in the general fund. This balance represents an excess of expenditures over revenue received for maintenance performed on the Law and Justice building in 1991, 1992, and 1993.

The Law and Justice Additional Rent fund levies taxes to pay the PBC an additional monthly rental amount. The PBC will then reimburse the McLean County general fund for maintenance performed on the Law and Justice building.

Governmental accounting standards specify that revenues be recognized only when they become measurable and available as net current assets. As this receivable balance has been outstanding for ten or more years, it does not meet the criteria for accrual. Due to the length of time this receivable has been outstanding, we recommend that the County consider each year whether the balance or portion thereof will be collected in the next fiscal year and appropriately classify the portion that is deemed long-term.

### **COMPUTER SYSTEM - CONVERSION TO GOVERNMENT-WIDE STATEMENTS**

The County's third-party financial software vendor was able to effectively categorize and combine the individual funds' financial statements into the combined governmental fund financial statements. However, the system was not able to record the adjustments to convert the statements from the modified accrual basis to the full accrual basis (GASB #34 adjustments) as required for the government-wide financial statements. As a result, the governmental fund financial statements had to be manually adjusted which required additional time and effort.

We recommend that the County continue to work with the software vendor to correct this problem prior to December 31, 2004. Correction of this problem will allow County personnel to easily convert the financial statements to the new GASB #34 reporting format.

### **RECORDER'S OFFICE UPDATE**

During 2003 and early 2004, the County requested the Recorder's software provider to modify reports to provide breakdowns of the various fees between the types of fee and the funds affected. Utilizing these reports, the County had information available, subsequent to year-end, to adjust the general ledger accounts, pertaining to the Recorder fees and receivables, to agree with the underlying detail transactions maintained via the Recorder-specific software. The net adjustment in total was under \$1,000. However, the adjustment to allocate fees properly between funds exceeded \$30,000.

Chairman and County Board  
McLean County, Illinois  
April 30, 2004  
Page 3

During 2003, the Recorder's office began to reconcile the detail daily transactions, as recorded via the Recorder's software, to the amounts in the general ledger of the County on a monthly or periodic basis. We observed such reconciliations for the latter part of 2003 and noted that differences, other than the unidentified amount noted in the previous paragraph, if any, are identified. Typically, there was a reconciling amount equal to one day of turnover, which simply represents a timing difference.

In our review of revenue stamps, we noted that based on our analysis of the inventory of revenue stamps there was a minor difference that was less than \$500.

The County Treasurer has contributed significant time and resources toward the improved reconciliation progress by assisting with training, preparing reconciliation templates, and analyzing vendor reports. We encourage the Recorder's office to continue to reconcile transactions as recorded on the stand-alone Recorder's software to the amounts recorded in the general ledger of the County and to continue to fully cooperate with County financial management. This will ensure that the transactions as recorded in the County general ledger are supported by the underlying daily detail transactions.

\*\*\*\*\*

This report is intended solely for the information and use of the County Board, management, and others within the County and is not intended to be and should not be used by anyone other than these specified parties.

\*\*\*\*\*

We would be please to discuss these comments and recommendations with you at any time.

Sincerely,

*Clifton Henderson LLP*

STATE OF ILLINOIS )  
   )     SS  
 COUNTY OF McLEAN )

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,

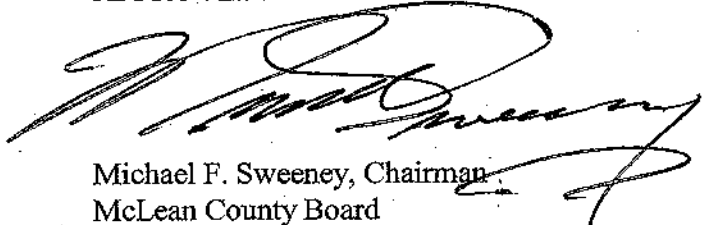
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statues, Chapter 20, Section 625/3 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of 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 FOR REAPPOINTMENT OF MELVIN D. SCHULTZ  
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term of Melvin D. Schultz as a Commissioner of the Public Building Commission, it is advisable to consider reappointment of this person; 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 the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Melvin D. Schultz for a five-year term of office to expire on October 1, 2009, 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 Melvin D. Schultz and D. C. Wochner, Attorney for the Public Building Commission.


ADOPTED by the County Board of McLean County, Illinois, this 21st day of September, 2004.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF E. EUGENE ETHERTON  
AS A COMMISSIONER OF THE  
PRAIRIE CREEK DRAINAGE DISTRICT**

**WHEREAS**, due to a vacancy with the Prairie Creek Drainage District, it is advisable to consider an appointment to this position; and,

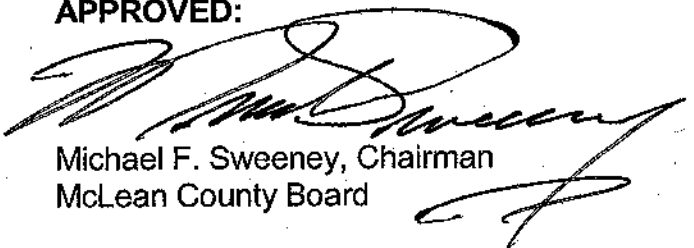
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of E. Eugene Etherton as a Commissioner of the Prairie Creek Drainage District for a three year-term scheduled to expire on the first Tuesday in September, 2007, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to E. Eugene Etherton and John L. Pratt, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 21st day of September, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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



**A RESOLUTION FOR APPOINTMENT OF COLE DOOLEY  
AS A COMMISSIONER OF THE  
PRAIRIE CREEK DRAINAGE DISTRICT**

**WHEREAS**, due to a vacancy with the Prairie Creek Drainage District, it is advisable to consider an appointment to this position; and,

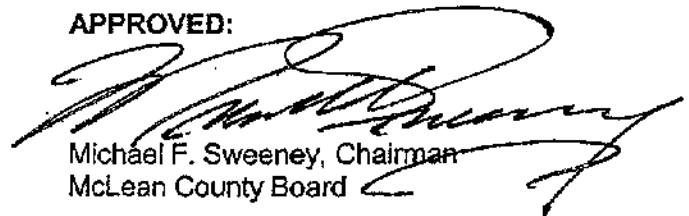
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Cole Dooley as a Commissioner of the Prairie Creek Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2007, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Cole Dooley and John L. Pratt, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 21st day of September, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

Members Owens/Selzer moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor or the Motion. Motion carried.

**EXECUTIVE COMMITTEE:**

Member Sorensen, Vice-Chairman stated the following: the Executive Committee has no items for action this morning but there are a couple of items for information.

**TRANSPORTATION COMMITTEE:**

Member Bass, Chairman, stated the following: the Transportation Committee has no items for action.

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

An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2004  
 Combined Annual Appropriation and Budget Ordinance  
 McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, pursuant to the approval of the McLean County Board, the McBarnes Building was declared surplus property and sold on October 30, 2003 by sealed bid/auction sale to the highest bidder for \$400,000.00; and,

WHEREAS, the sale of the McBarnes Building to the highest bidder was closed on March 1, 2004; and,

WHEREAS, the McLean County Board, at its regular meeting on April 20, 2004, approved a Resolution Approving and Authorizing Financing to complete the Repair and Renovation of the Dome and Roof Areas of the Old McLean County Courthouse (the "Resolution"); and,

WHEREAS, the Resolution stipulates in paragraph 2 that the net proceeds of the sale of the McBarnes Memorial Building be used to complete the repair and renovation of the Dome and Roof areas of the Old McLean County Courthouse; and,

WHEREAS, the McLean County Board, at its regular meeting on June 15, 2004, approved an Amendment to an Intergovernmental Agreement (the "Agreement") between the Public Building Commission of McLean County, Illinois (the "PBC") and the County; and,

WHEREAS, the Agreement stipulates in paragraph 2 that the County agrees to pay to the PBC the sum of \$226,000.00 and the PBC agrees to apply all of said funds toward the dome and roof repair project at the Old County Courthouse; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, September 2, 2004 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance to appropriate the sum of \$226,000.00 now due and payable to the PBC; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add the following revenue line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0400.0000 Unappropriated Fund Balance	\$0.00	\$198,663.00	\$198,663.00
General Corporate Fund 0001 0001-0001-0001-0400.00 Unappropriated Fund Balance	\$0.00	\$ 27,337.00	\$ 27,337.00
TOTAL:	\$0.00	<u>\$226,000.00</u>	<u>\$226,000.00</u>

(2)

(2) That the County Auditor is hereby directed to add the following expenditure line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0768.0001 PBC Reimbursement	\$0.00	\$226,000.00	\$226,000.00
TOTAL:	\$0.00	<u>\$226,000.00</u>	<u>\$226,000.00</u>

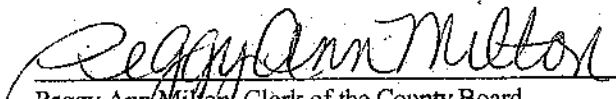
(3) That the County Auditor is hereby further directed, upon receipt of this approved and executed Emergency Appropriation Ordinance, to make the necessary Fiscal Year 2004 budget amendment and to prepare a check in the amount of \$226,000.00 payable to the Public Building Commission of McLean County.

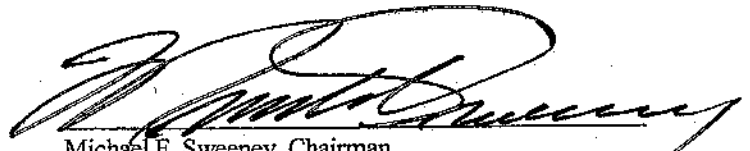
(4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

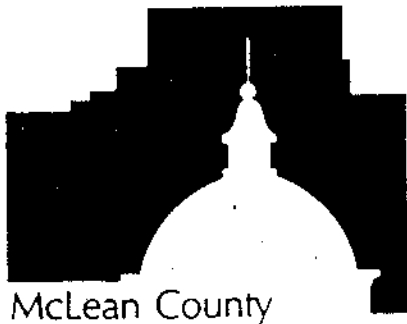
ADOPTED by the County Board of McLean County this 21st day of September, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



OFFICE OF THE ADMINISTRATOR

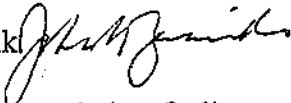
(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

August 30, 2004

Memo to: The Honorable Chairman and Members of the Property Committee  
From: John M. Zeunik   
Re: Emergency Appropriation Ordinances -- McBarnes Building Capital Lease Fund 0350

For your review and approval, I have prepared the following two Emergency Appropriation Ordinances concerning payments due from the proceeds of the sale of the McBarnes Building.

(1) Intergovernmental Agreement with the Public Building Commission

At the regular meeting of the County Board on April 20<sup>th</sup>, the Board approved a Resolution Approving and Authorizing Financing to Complete the Repair and Restoration of the Old McLean County Courthouse. This Resolution authorized the use of the net proceeds from the sale of the McBarnes Building as one source for financing the Repair and Restoration of the Old McLean County Courthouse.

At the regular meeting of the County Board on June 15<sup>th</sup>, the Board approved an Amendment to an Intergovernmental Agreement with the Public Building Commission which provided financing for the Repair and Restoration of the Old McLean County Courthouse. This Amendment specified that the County would pay to the Public Building Commission \$226,000.00 from the net proceeds of the sale of the McBarnes Building.

The first Emergency Appropriation Ordinance (item 3 C 1 a)) provides for the appropriation of \$226,000.00 from the sale of the McBarnes Building (\$198,663.00) and from the unencumbered fund balance of the General Fund 0001 (\$27,337.00) and directs that this amount be paid to the Public Building Commission.

The Honorable Chairman and Members of the Property Committee  
August 30, 2004  
Page Two

(2) Outstanding Receivable due to the General Fund 0001

After the 1972 fire destroyed much of the McBarnes Building, the County Board agreed to accept title to the Building from the veterans' organizations and to finance the renovation and repair of the Building. At that time, the Board approved 30 year lease agreements with three tenants who agreed to pay the County rent for the space occupied and a capital lease payment that would over the term of the lease repay the General Fund the amount appropriated to renovate and repair the Building.

The second Emergency Appropriation Ordinance (item 3 C 1) b)) provides for the appropriation of \$100,009.63 from the sale of the McBarnes Building and directs that this amount be used to pay the outstanding receivable due to the General Fund 0001.

Should you have any questions about these two items, please do not hesitate to call me at 888-5110.

Thank you.

McBARNES MEMORIAL BUILDING

Proceeds from Sale:	\$398,741.50
Receivable due to General Fund:	(\$100,009.63)
FY'2003 Budget Amendment - Year-End Close Out of Expenses: (Appropriation from Fund Balance)	(\$1,174.63)
Deficit in Fund per Outside Auditor's Report as of 12/31/2003:	(\$98,893.52)
TOTAL:	\$198,663.72
Amount due to PBC for Dome/Roof Project at Old Courthouse:	\$226,000.00
Deficit = Total Available - Amount Due	(\$27,336.28)

Members Bostic/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – McBarnes Building Capital Lease Fund 0350 – Intergovernmental Agreement with PBC. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2004  
 Combined Annual Appropriation and Budget Ordinance  
 McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, pursuant to the approval of the McLean County Board, the McBarnes Building was declared surplus property and sold on October 30, 2003 by sealed bid/auction sale to the highest bidder for \$400,000.00; and,

WHEREAS, the sale of the McBarnes Building to the highest bidder was closed on March 1, 2004; and,

WHEREAS, the County's General Corporate Fund 0001 carries an outstanding receivable due from the McBarnes Building in the amount of \$100,009.63, said amount being the balance due to the General Corporate Fund 0001 for the repair and renovations of the McBarnes Building that were financed and completed by the County in 1976; and,

WHEREAS, the net proceeds from the sale of the McBarnes Building are sufficient to retire this outstanding receivable in the amount of \$100,009.63 due to the County's General Corporate Fund 0001; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, September 2, 2004 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance to appropriate the sum of \$100,009.63 and retire the outstanding receivable due to the County's General Corporate Fund 0001; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add the following revenue line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0400.0000 Unappropriated Fund Balance	\$0.00	\$100,009.63	\$100,009.63
General Corporate Fund 0001 0001-0001-0001-0450.0011 Transfer from Other Funds	\$0.00	\$100,009.63	\$100,009.63
TOTAL:	\$0.00	<u>\$100,009.63</u>	<u>\$100,009.63</u>

- (2) That the County Auditor is hereby directed to add the following expenditure line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0999.0001 Interfund Transfer	\$0.00	\$100,009.63	\$100,009.63

(2)

TOTAL:            \$0.00            \$100,009.63            \$100,009.63


(3) That the County Auditor and County Treasurer are hereby further directed, upon receipt of this approved and executed Emergency Appropriation Ordinance, to make the necessary Fiscal Year 2004 general ledger journal entries to retire the outstanding receivable in the amount of \$100,009.63 due to the County's General Corporate Fund 0001.

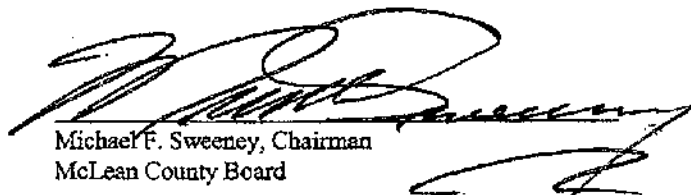
(4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 21st day of September, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Bostic/Harding moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – McBarnes Building Capital Lease Fund 0350 – Outstanding Receivable Due to General Fund 0001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Bostic stated the following: the General Report runs through page 55.



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

Agreement No. 11G5699000

**STATE OF ILLINOIS  
DEPARTMENT OF HUMAN SERVICES  
COMMUNITY SERVICES AGREEMENT  
Fiscal Year 2005**

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

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

1. **TERM**

This Agreement shall be effective July 1, 2004, and shall expire June 30, 2005, unless extended pursuant to the terms hereof.

2. **TAXPAYER CERTIFICATION** (Provider MUST complete)

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Partnership	<input type="checkbox"/> Pharmacy/Funeral
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Home/Cemetary Corporation
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility
<input checked="" type="checkbox"/> Governmental Unit	
<input type="checkbox"/> Estate or Trust	

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

3. **PAYMENT**

A. The estimated amount payable by the Department to the Provider under this Agreement is \$45,000.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

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

4. **SCOPE OF SERVICES**

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

5. **REQUIRED CERTIFICATIONS**

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

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record, (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan, (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act, (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates, (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act, (30 ILCS 580/3 or 580/4).
- G. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).
- H. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency, (45 CFR Part 76).

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- I. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment), (20 U.S.C. 6081 et seq.).
- J. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- K. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320s-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
- M. **Sarbanes-Oxley Act** - If Provider, or any officer, director, partner, or other managerial agent of Provider, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- N. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

- O. **Environmental Protection Act violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).

6. **BACKGROUND CHECKS**

The Provider certifies that neither the Provider, nor any employees assigned to work on the Department's premises, have a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

7. **UNLAWFUL DISCRIMINATION**

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

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

- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

8. **LOBBYING**

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

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

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

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

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

9. **CONFIDENTIALITY**

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

10. **LIABILITY**

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement.

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The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. **MAINTENANCE AND ACCESSIBILITY OF RECORDS**

- A. The Provider shall maintain, for a minimum of 5 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records, and supporting documents to comply with 89 Ill Adm Code 509.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized, by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. **RIGHT OF AUDIT AND MONITORING**

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

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

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

13. **REPORTING REQUIREMENTS**  
Providers agree to submit programmatic reports as requested and in the format required the Department. Failure to submit reports may cause a delay in funding.

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

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2005.

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

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

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



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

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

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

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

19. **SUBCONTRACTS**

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

20. **INTERNET ACCESS**

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence for the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as their primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective day of the change.

21. **NOTICE OF CHANGE**

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

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

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

22. **ASSIGNMENT**

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

23. **MERGERS/ACQUISITIONS**

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character or its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. **CONFLICT OF INTEREST**

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

25. **TRANSFER OF EQUIPMENT**

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

26. **WORK PRODUCT**

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

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

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

27. **RELEASES**

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

28. **PRIOR NOTIFICATION**

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

29. **INSURANCE**

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

30. **CIVIL LAW SUITS**

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

31. **GIFTS AND INCENTIVES PROVISION**

The Provider is prohibited from giving gifts to Department employees (5 ILCS 425/1 et seq.). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. **RENEWAL**

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. **AMENDMENTS**

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

34. **SEVERABILITY**

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. **WAIVER**

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely, for the purpose of denial of such a right or remedy to the Department.

36. **LAWS OF ILLINOIS**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. **STATUTORY/REGULATORY COMPLIANCE**

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

38. **ATTACHMENTS AND PROGRAM MANUALS**

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

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Office of Prevention	E	\$45,000.00

Total Dollar Amount: \$45,000.00

39. **PRECEDENCE**

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

40. **ENTIRE AGREEMENT**

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

41. **FUNDING RESERVE**

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

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

State of Illinois  
Department of Human Services

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

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

McLean County Board  
Provider (Agency Name)

BY: \_\_\_\_\_  
(Provider or Authorized Designee Signature)

Name: \_\_\_\_\_  
Type or Print

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

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

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

Illinois Department of Human Services  
 Division of Community Health and Prevention  
 Office of Prevention

Agency Name: McLean County Board  
 FEIN: 376001569  
 Agreement No. 11G5699000  
 Attachment E

**FY2005  
 ATTACHMENT COVER SHEET**

**CONTACT FOR NOTIFICATION**

All notices required or desired to be sent by either party shall be sent to the persons listed below.

**IDHS CONTACT**

Dan Blair  
 Fiscal Manager  
 535 W. Jefferson, 3rd Floor  
 Springfield, IL 62702-5058  
 Phone: (217) 524-7758  
 TTY #:  
 Fax #: (217) 524-2491  
 Email Address: DHSHP15@dhs.state.il.us

**PROVIDER CONTACT**

Brian Hug Amy Davis  
 Assistant State Attorney Public Defender  
 104 West Front Street P.O. Box 2400  
 Bloomington, IL 61702-2400  
 Phone: (309) 888-5110  
 TTY #:  
 Fax #: (309) 888-5111  
 Email Address: brian@mclean.gov

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
JUVENILE JUSTICE - ACCESS TO COUNSEL	511G5699789	Grants	YES	Expenses	N/A	N/A	\$45,000.00
<b>Attachment Total</b>							<b><u>\$45,000.00</u></b>

NA - Not Applicable

\*Expenses - Program is subject to reconciliation based on Rule 511.10a.

\*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services  
Division of Community Health and Prevention  
Office of Prevention

Agency Name: McLean County Board  
FEIN: 376001569  
Agreement No. 11G5699000  
Attachment E

**FY2005**  
**ATTACHMENT COVER SHEET - ADDENDUM**

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Program	Performance Measures
JF COUNSEL	See your program manual for performance measures

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**ILLINOIS DEPARTMENT OF HUMAN SERVICES  
DIVISION OF COMMUNITY HEALTH & PREVENTION  
OFFICE OF PREVENTION**

**ATTACHMENT E  
FISCAL YEAR 2004**

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### I. Introduction

This document serves as an attachment to the Department of Human Services (DHS) Community Services Agreement and sets forth supplemental contractual obligations between the Provider and DHS. The attachment provides contractual requirements beyond and in addition to those in the Agreement and is intended to deal with the programmatic areas of the Division of Community Health and Prevention, Office of Prevention.

## II. Applicable Rules

The Provider shall provide services as set forth in the pertinent portions of the program manual (see III below), and shall act in accordance with all state and federal statutes and administrative rules applicable to the provision of the services, including but not limited to the following:

### A. Federal

- Block Grant Regarding Mental Health and Substance Abuse, 42 USC 300x et seq.
- Substance Abuse Prevention and Treatment Block Grant(SAPT) Regulations, 45 CFR Part 96
- Juvenile Justice Delinquency Prevention Act, 42 USC 5601 et seq.
- Medicaid provisions of Title XIX of the Social Security Act and its rules, 42 CFR 430 et seq.
- National and Community Service Act of 1990 as amended by the National and Community Service Trust Act of 1993, 42 USC 12501 et seq.
- Family Violence Prevention and Services Act (42 USC 10401 et seq.) Title II, Public Law 98-457, as amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, Sept. 13, 1995 (42 USC 13701 et seq.); the Child Abuse Prevention and Treatment Act of 1996, Public Law 104-235 (42 USC 5101 et seq.); and The Victims of Trafficking and Violence Protection Act, Public Law 106-386, dated October 28, 2000
- Tobacco Regulations for SAPT (SYNAR Amendment) 45 CFR Part 96
- Safe and Drug Free Schools and Communities Act Title IV (20 USC 6301)
- Department of Health and Human Services provisions regarding Administration of Grants, 45 CFR 74 and 45 CFR 75

### B. State

- 89 Ill Adm. Code, Section 501: Partner Abuse Intervention
- 89 Ill Adm. Code, Section 504: Universal Newborn Hearing Screening Program
- Illinois Commission on Volunteerism and Community Services Act, 20 ILCS 710
- 77 Ill Adm. Code, Section 2030
- Child Care Act of 1969 as amended (225 ILCS 10/1 et seq.) and rules promulgated thereunder.
- The Charitable Trust Act (760 ILCS 55/1 et seq.) or Solicitation for Charity Act (225 ILCS 460/1 et seq.)

- The Illinois Domestic Violence Act of 1986 (750 ILCS 60/227)
- Illinois Juvenile Court Act (705 ILCS 405 et seq.)
- Administration of Social Service Programs, 89 Ill Adm. Code, Section 130.200
- Domestic Violence Shelters Act (20 ILCS 1310 et seq.)
- Award and Monitoring of Funds, 77 Ill Adm. Code 2030
- Delivery of Youth Services Funded by the Department of Human Services, 89 Ill Adm. Code 310 et seq.
- Administration and Funding of Community-Based Services to Youth, 89 Ill Adm. Code 334
- Community Services, 89 Ill Adm. Code 313
- Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.)
- Grants and Grant Funds Recovery, 89 Ill Adm. Code 511 et seq.
- Fiscal/Administrative Recordkeeping and Requirements, 89 Ill Adm. Code 509 et seq.
- Audit Requirements, 89 Ill Adm. Code 507 et seq.

Note on Provider Audit Requirements

The State General Revenue Funds dispersed through the Department of Human Services, Division of Community Health and Prevention are usually Maintenance of Effort (MOE) or Temporary Assistance for Needy Families (TANF) matching funds. Therefore, these funds are generally treated as FEDERAL FUNDS at the end of the fiscal year. Such treatment of State General Revenue Funds as Federal Funds may cause the Provider to fall under the audit requirements of OMB Circular A-133. This knowledge can be used to avoid unnecessary additional costs when requesting year-end fiscal audits. The Provider is therefore advised to notify their independent auditor (CPA) of this possibility.

**III. Program Services**

Program services are listed separately in the "Office of Prevention Program Manual," program-specific appendices, copies of which have been provided to the Provider and are incorporated herein by reference.

**IV. Program Plan and Deliverables**

If the program manual requires a program work plan, the Provider shall complete the work plan in a format set forth by the Division of Community Health and Prevention. The approved work plan must be on file with the Division of Community Health and Prevention, Office of Prevention and shall be followed.

Provider Specific Program Appendices

The terms and conditions set forth in the "Office of Prevention Program Manual," program specific appendices, shall be in addition to those contained in this principal attachment.

V. **Payment**

The Department will utilize one of the Funding methods outlined below. The Provider's funding method is specified on the "Attachment Cover Sheet," attached hereto.

A. **Fee for Service** - A program for which the payments are made on the basis of a rate, unit cost or allowable cost incurred and are based on a statement or bill as required by the Department. Payments made as a fee-for-service are not subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

B. **Grants** - A program that receives all or part of the funding in advance of the actual delivery of services. This includes prorated prospective payments and payments made by the Department on an estimated basis or any other basis when the Department does not know the actual amount earned by the Provider. This does not include advance payments made under the authority of the Illinois Finance Act (30 ILCS 105/9.05). All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

1. **Eligible Expenditures v. Program Revenue** - This method compares the eligible expenditures to the total Department revenues by program. An independent audit and associated supplemental revenue and expense schedule may be required from the Provider. Eligible expenditures will be determined based on 89 Ill Admin Code 509.20, Allowable/Unallowable Costs and specific program requirements, if applicable.

2. **Eligible Services Delivered v. Services Projected** - This method compares the actual eligible services delivered to the services projected in the contract or agreement. If the services were based on a rate or unit of cost methodology, the number of eligible service units delivered times the rate or unit is compared to the total of all grant payments for that service.

C. **Methods**

Payments to the Provider will be made on a prospective basis, rounded to the nearest \$100.00. The final prospective payment may be greater or lesser than the previous payments due to rounding or reconciliation.

The Department will compare the amount of the prospective payments made to date with the documented expenditures provided to the Department by the Provider. In the event the documented services provided by the Provider do not justify the level of award being provided to the Provider, future payments may be withheld or reduced until such time as the services documentation provided by the Provider equals the amounts previously provided to the Provider. Failure of the Provider to provide timely documentation may result in a reduction to the total award.

The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Provider's records as provided in the Agreement.

Exceptions to the standard provision as stated above may be provided with regard to specific programs in the Office of Prevention Program Manual program specific appendices.

**VI. Eligibility Criteria**

All services funded by DHS/Community Health and Prevention must meet any stated eligibility conditions in the "Office of Prevention Program Manual", program-specific appendices.

**VII. Reporting Requirements**

A. The Provider shall use the following methodology to document the use of these funds:

1. The Provider shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in DHS Rule 509-Fiscal/Administrative Record-keeping and Requirements.
2. Expenditures shall be recorded in the Provider's records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds.
3. Expenditure documentation shall be submitted in a format, defined by the Division of Community Health and Prevention, to the Department on a quarterly basis, within 30 days after the end of each calendar quarter. However, the Provider shall have the option to report monthly.

<u>Quarte r</u>	<u>Period Covered</u>	<u>Due Date</u>
1	July 1, 2003 through September 30, 2003	November 1, 2003
2	October 1, 2003 through December 31, 2003	February 1, 2004
3	January 1, 2004 through March 31, 2004	May 1, 2004
4	April 1, 2004 through June 30, 2004	August 1, 2004

4. The Provider shall submit expenditure documentation by one of the following means:

- Mail to the following address:  
Illinois Department of Human Services  
Division of Community Health and Prevention  
Bureau of Central and Field Operations  
ATTN: Fiscal Staff  
535 West Jefferson Street, 3<sup>rd</sup> Floor  
Springfield, Illinois 62702-5058
- Email [dhshpa4@dhs.state.il.us](mailto:dhshpa4@dhs.state.il.us)
- Fax to (217) 524-2491

- B. The Provider shall submit a quarterly report in a format as set forth by the Division of Community Health and Prevention thirty days after the end of each quarter; however, the Provider shall have the option to report monthly.
- C. Special reporting requirements will be noted in the Office of Prevention Program Manual program-specific appendices.

**VIII. Special Conditions**

See Office of Prevention Program Manual program-specific appendices, incorporated herein by reference.

Brian Hug  
104 West Front Street, P.O. Box 2400,  
Bloomington, IL 61702-2400

Dear Brian Hug:

Attached is your FY '05 contract. Please review and return the signed contract for execution. We look forward to working with you and anticipate a mutually beneficial relationship.

Governor Blagojevich has requested that state agencies reserve 2% of their funds for FY'05. This request is a continuation from FY'04. Therefore, the Department has retained this language in the FY'05 contract. You will note that there is a paragraph in the attached contract which establishes a 2% reserve. It reads as follows:


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

It may not be necessary for the Department to exercise this option during the term of your contract. Nonetheless, we must reserve this right in order to responsibly prepare for any unexpected budgetary demands in FY'05. We are notifying you of this possibility now so you can make the necessary budgetary adjustments to accommodate the 2% reserve.

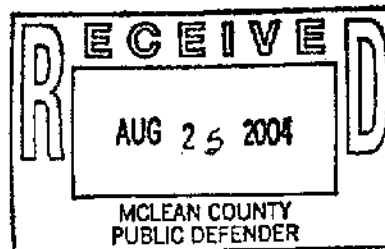
It is possible that the 2% reserve amount has already been reduced from the estimated amount payable under your contract. If you are unable to determine whether your contract has been reduced, or is subject to future reduction, please discuss this issue with the DHS contact listed in your contract document.

We trust you will recognize the importance of this measure and work with the Department throughout the fiscal year to effectuate the needs of the Department and the State of Illinois in these difficult fiscal times. We look forward to continuing our partnership in FY '05 and jointly seeking ways to further improve the delivery of services to our clients.

Sincerely,



Carol L. Adams, Ph.D.  
Secretary



Members Renner/O'Connor moved the County Board approve a Request for Approval of State of Illinois Department of Human Services Community Services Agreement #11G5699000 – Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

**RESOLUTION AUTHORIZING A  
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

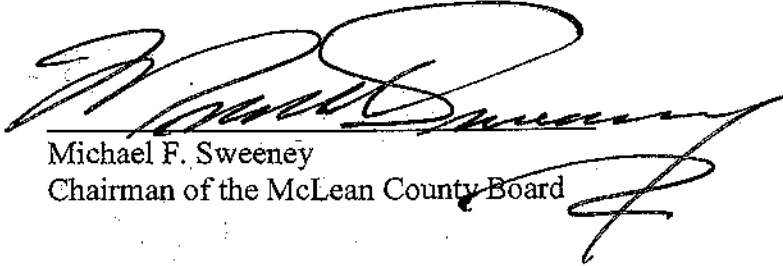
**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the County Board of the County of McLean has determined that it is in the best interests of the County and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of McLean County, Illinois as follows:

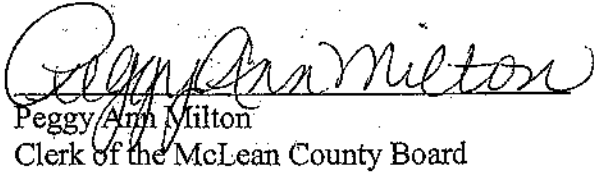
That the County Board Chairman and County Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part hereof.

**ADOPTED** by the County Board of McLean County, Illinois this 21<sup>st</sup> day of September, 2004.



Michael F. Sweeney  
Chairman of the McLean County Board

**ATTEST:**



Peggy Ann Milton  
Clerk of the McLean County Board

**MUTUAL AID BOX ALARM SYSTEM  
AGREEMENT**

This Agreement made and entered into this 21<sup>st</sup> day of September, 2004, by and between the County of McLean, and the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in the manner as provided by law).

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determine that it is in their best interests to form an association to provide for communications procedures, training and other

necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE,** in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**SECTION ONE**

**Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

**SECTION TWO**

**Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village or fire protection district having a fire department or emergency squad, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units. County of McLean is a member of Division 41.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct the Chief of the McLean County Emergency Squad or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and

location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

#### SECTION FOUR

##### Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## SECTION SIX

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

## SECTION SEVEN

### Indemnification



Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION NINE**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this

Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

## **SECTION FIFTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SIXTEEN**

### **Executive Board of MABAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION EIGHTEEN**

### **Rules and Procedures**

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. The by laws are attached hereto and incorporated by reference.

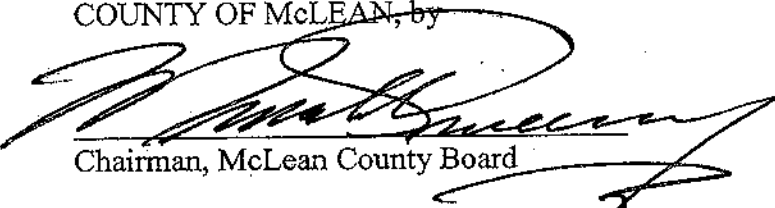
## SECTION NINETEEN

### Amendments


This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

COUNTY OF McLEAN, by

  
Chairman, McLean County Board

ATTEST:

  
Clerk of the McLean County Board

  
Chief, McLean County Emergency Squad

**MUTUAL AID BOX ALARM SYSTEM  
EXECUTIVE BOARD BY-LAWS**

Article I            Name: Mutual Aid Box Alarm System Executive Board

Article II           Purpose:

The Executive Board is the guiding body of MABAS and is established to consider, adopt, and amend from time to time as needed, policies and procedures, by-laws and any other matters deemed necessary by the Member Units.

Article III          Membership:

Each division shall be represented by one member who shall be designated by their respective Division.

Article IV          Officers and Elections:

The MABAS Executive Board shall elect a President and Vice President who shall serve a two year term. Election shall be held at the first meeting of the year on even numbered years. Officers may serve consecutive terms. The President may appoint any committee necessary to conduct business for the Executive Board.

Article V           Duties of Officers:

President:            Schedule Meetings  
                          Make up Meeting Agenda  
                          Preside over Meetings  
                          Establish Committees

Vice President:     Handle Duties of President when he is absent.

Article VI          Executive Secretary:

The President shall appoint an Executive Secretary who shall serve at the discretion of the Board. The Executive Secretary is not required to be a member of the Executive Board to be selected.

Article VII         Duties of the Executive Secretary:

- A. He shall be the Recording Secretary of the Board.
- B. Take minutes of all meetings.
- C. Keep a history of MABAS
- D. Have physical custody of all MABAS minutes, contracts, and documents.
- E. Attend all MABAS Executive Board meetings.
- F. Send minutes of all meetings to all Executive Board members.
- G. Provide notification and agenda to Executive Board members for all scheduled meetings.
- H. Any other task agreed upon mutually with the Executive Board.

Article VIII

Meeting Schedule and Agenda:

The Executive Board shall meet at such times and dates as established by the Executive Board. In no case shall the Executive Board meet less than quarterly.

Quorum: More than 50% of all Divisions of MABAS shall be present at a meeting to constitute a quorum.

The agenda for Executive Board meetings are as follows:

1. Call to Order
2. Approval of Minutes of Prior Meeting
3. Communication and Correspondence
4. Committee Reports
5. Old Business
6. New Business
7. Division Reports
8. Adjourn

Article IX

Board Action:

Actions of the Executive Board require a majority vote of approval by the Divisions present at a meeting.

Article X

Policies and Procedures:

The Executive Board shall adopt policies and procedures that coordinate working relations between MABAS Divisions. These procedures shall include, but not limited to:

1. Communications
2. Box Cards
3. Incident Command System
4. Personnel Accountability

Article XI

Special Assessments:

Special assessments as needed are made by a vote of the members of the Executive Board.

Article XII

Indemnification:

The Executive Board has the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

Article XIII

Eligibility:

Eligibility for Division membership in MABAS shall be approved by the Executive Board.

Eligibility for Member Unit membership shall be approved by a Division.

Article XIV

Mediation:

Mediation of disputes regarding MABAS policies and procedures may be requested from the Executive Board.

- Step 1: MABAS Division attempts to resolve issues with the grieved fire agency.
- Step 2: At impasse: Division petitions the Executive Board in writing, of issues of non-compliance involving the grieved agency.
- Step 3: Within 60 days of notification, the Executive Board mediation panel will meet with the involved parties to discuss the issues.
- Step 4: Within 60 days following mediation, the Executive Board shall give written notice to the involved parties, specifying the areas of non-compliance and the recommended resolutions for each area.
- Step 5: The grieved fire agency will be given a reasonable period of time to implement the Board recommendations for each area of non-compliance. This time period shall generally be no more than 90 days. However, the Executive Board may agree to a longer period of time to implement the recommendations due to unusual circumstances.
- Step 6: In the event of continued non-compliance by the grieved agency, a Division may request that the Executive Board send its recommendations to the elected officials of the grieved fire agency for further action.
- Step 7: Further non-compliance by the grieved agency will be referred back to the Division for final determination.



Article XV

Amendments:

A quorum of the Executive Board is necessary for any amendment of the by-laws. The by-laws of any section or provision thereof, may be amended, rescinded or expanded by approval of two-thirds (2/3) vote of the members of the Divisions of MABAS. Any change to the by-laws must be distributed to the Divisions 30 days prior to the vote. A written proxy constitutes being present at a meeting.

Article XVI

Booklet:

An information booklet shall be compiled by the Executive Board, containing all pertinent information needed in the operation of a MABAS Division. This booklet shall be updated by the Executive Board as often that is deemed necessary.

MABAS-BY-LAWS-01-22-88

Members Renner/Nuckolls moved the County Board approve Requests for Approval of a Resolution Authorizing a Mutual Aid Box Alarm System Agreement and an Inergovernmental Agreement between Mutual Aid Box Alarm System (MABAS) and the McLean County Rescue Squad – McLean County Rescue Squad. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001 – Sheriff's Department 0029**

**WHEREAS**, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

**WHEREAS**, the Sheriff's Department has received a Homeland Security grant in the amount of \$22,150 from the Illinois Terrorism Task Force to acquire emergency radio equipment; and

**WHEREAS**, the Justice Committee, at a special meeting on Tuesday, September 21, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to acquire said radios under the Homeland Security/Illinois Terrorism Task force grant; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriation in the amount of \$22,150.00 to the General Fund 0001 – Sheriff's Department 0029 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance.

Homeland Security Grant	
0001-0029-0029-0404.0008	<u>\$ 22,150.00</u>

2. That the County Auditor is hereby directed to add to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance the following appropriations in the General Fund 0001, Sheriff's Department 0029:

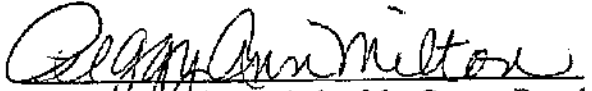
Purchase Radio Equipment	
0001-0029-0029-0839.0001	<u>\$ 22,150.00</u>

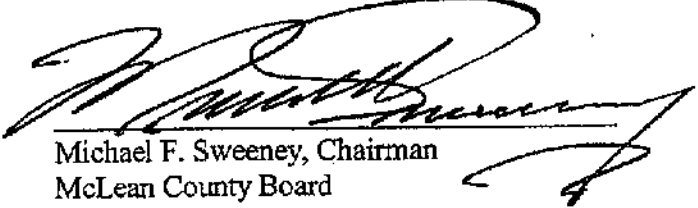
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 21<sup>st</sup> day of September, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

EA\_SHER\_ITTF  
09/21/04

Members Renner/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001 – Sheriff's Department 0029 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION ADOPTING  
NATIONAL INCIDENT MANAGEMENT SYSTEM**

**WHEREAS**, the McLean County Board desires to maximize its capability to respond to critical incidents that threaten the well-being of its citizens, and

**WHEREAS**, Emergency Response to critical incidents, whether natural or otherwise, requires integrated professional management, and

**WHEREAS**, Unified Command of such incidents is recognized as the management model to maximize the public safety response, and

**WHEREAS**, the National Incident Management System, hereinafter referred to as NIMS, has been identified by the Federal Government as being the requisite Emergency Management System for all political subdivisions, and

**WHEREAS**, failure to adopt NIMS as the requisite Emergency Management may preclude reimbursement to the county for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies; now, therefore,

**BE IT RESOLVED** by the McLean County Board that it shall be the policy of McLean County to adopt and employ the NIMS concept of emergency planning and unified command for critical incidents.

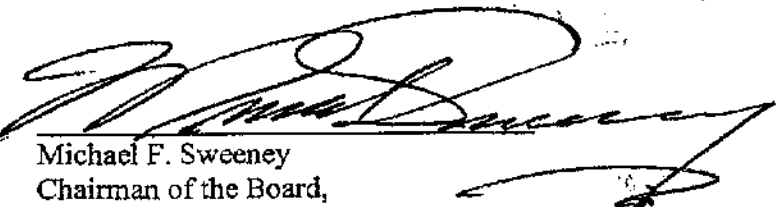
**ADOPTED** by the McLean County Board this 21<sup>ST</sup> day of September, 2004.

**ATTEST:**

**APPROVED:**



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



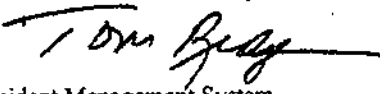
Michael F. Sweeney  
Chairman of the Board,  
McLean County, Illinois



# Homeland Security

March 1, 2004

MEMORANDUM FOR: Cabinet Secretaries  
Agency Directors  
Members of Congress  
Governors  
Tribal Leaders  
Mayors  
County, Township, and Parish Officials  
State Homeland Security Advisors  
Homeland Security Advisory Council  
State, Territorial, Local, and Tribal First Responders

FROM: Tom Ridge 

SUBJECT: National Incident Management System

In Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the President directed me to develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, local, and tribal governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

The NIMS has undergone extensive vetting and coordination within the Federal family. The development process has also included extensive outreach to State, local, and tribal officials; to the emergency response community; and to the private sector. As a result, the NIMS incorporates the best-practices currently in use by incident managers at all levels. In addition, effective incident management in the homeland security environment we now face involves new concepts, processes, and protocols that will require additional development and refinement over time. The collective input and guidance from all of our homeland security partners has been, and will continue to be, vital to the further development of an effective and comprehensive NIMS.

HSPD-5 requires all Federal departments and agencies to adopt the NIMS and to use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as in support of those actions taken to assist State, local, or tribal entities. The directive also requires Federal departments and agencies to make adoption of the NIMS by State, tribal and local organizations a condition for Federal preparedness assistance beginning in FY 2005. Compliance with certain aspects of the NIMS will be possible in the short-term, such as adopting the basic tenets of the Incident Command System identified in this document. Other aspects of the NIMS, however, will require further development and refinement to enable compliance at future dates.

I ask for your continued cooperation and assistance as we further develop and implement the NIMS and the associated National Response Plan (NRP). I look forward to working with you as we continue our collective efforts to better secure the homeland and protect our citizens from both natural disasters and acts of terrorism.

## PREFACE

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This system provides a consistent nationwide template to enable Federal, State, local, and tribal governments and private-sector and nongovernmental organizations to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism. This document establishes the basic elements of the NIMS and provides mechanisms for the further development and refinement of supporting national standards, guidelines, protocols, systems, and technologies.

Building on the foundation provided by existing incident management and emergency response systems used by jurisdictions and functional disciplines at all levels, this document integrates best practices that have proven effective over the years into a comprehensive framework for use by incident management organizations in an all-hazards context (terrorist attacks, natural disasters, and other emergencies) nationwide. It also sets in motion the mechanisms necessary to leverage new technologies and adopt new approaches that will enable continuous refinement of the NIMS over time. This document was developed through a collaborative, intergovernmental partnership with significant input from the incident management functional disciplines, the private sector, and nongovernmental organizations.

The NIMS represents a core set of doctrine, concepts, principles, terminology, and organizational processes to enable effective, efficient, and collaborative incident management at all levels. It is not an operational incident management or resource allocation plan. To this end, HSPD-5 requires the Secretary of Homeland Security to develop a National Response Plan (NRP) that integrates Federal government domestic prevention, preparedness, response, and recovery plans into a single, all-disciplines, all-hazards plan. The NRP, using the comprehensive framework provided by the NIMS, will provide the structure and mechanisms for national-level policy and operational direction for Federal support to State, local, and tribal incident managers and for exercising direct Federal authorities and responsibilities as appropriate under the law.

HSPD-5 requires all Federal departments and agencies to adopt the NIMS and to use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as in support of all actions taken to assist State, local, or tribal entities. The directive also requires Federal departments and agencies to make adoption of the NIMS by State and local organizations a condition for Federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005. Jurisdictional compliance with certain aspects of the NIMS will be possible in the short term, such as adopting the basic tenets of the Incident

Command System (ICS) identified in this document. Other aspects of the NIMS, however, will require additional development and refinement to enable compliance at a future date (e.g., data and communications systems interoperability). The Secretary of Homeland Security, through the NIMS Integration Center discussed in Chapter VII, will publish separately the standards, guidelines, and compliance protocols for determining whether a Federal, State, local, or tribal entity has adopted the aspects of the NIMS that are in place by October 1, 2004. The Secretary, through the NIMS Integration Center, will also publish, on an ongoing basis, additional standards, guidelines, and compliance protocols for the aspects of the NIMS not yet fully developed.

## INTRODUCTION AND OVERVIEW

### A. INTRODUCTION.

Since the September 11, 2001, attacks on the World Trade Center and the Pentagon, much has been done to improve prevention, preparedness, response, recovery, and mitigation capabilities and coordination processes across the country. A comprehensive national approach to incident management, applicable at all jurisdictional levels and across functional disciplines, would further improve the effectiveness of emergency response providers<sup>1</sup> and incident management organizations across a full spectrum of potential incidents and hazard scenarios. Such an approach would also improve coordination and cooperation between public and private entities in a variety of domestic incident management activities. For purposes of this document, incidents can include acts of terrorism, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, typhoons, war-related disasters, etc.

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD)-5, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). According to HSPD-5:

This system will provide a consistent nationwide approach for Federal, State,<sup>2</sup> and local<sup>3</sup> governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility

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<sup>1</sup> As defined in the Homeland Security Act of 2002, Section 2(6), "The term 'emergency response providers' includes Federal, State, and local emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities." 6 U.S.C. 101(6)

<sup>2</sup> As defined in the Homeland Security Act of 2002, the term "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. 6 U.S.C. 101(14).

<sup>3</sup> As defined in the Homeland Security Act of 2002, Section 2(10), the term, "local government" means "(A) county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10).



## 2 National Incident Management System

among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multiagency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

While most incidents are generally handled on a daily basis by a single jurisdiction at the local level, there are important instances in which successful domestic incident management operations depend on the involvement of multiple jurisdictions, functional agencies, and emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities. The NIMS uses a systems approach to integrate the best of existing processes and methods into a unified national framework for incident management. This framework forms the basis for interoperability and compatibility that will, in turn, enable a diverse set of public and private organizations to conduct well-integrated and effective incident management operations. It does this through a core set of concepts, principles, procedures, organizational processes, terminology, and standards requirements applicable to a broad community of NIMS users.

### **B. CONCEPTS AND PRINCIPLES.**

To provide this framework for interoperability and compatibility, the NIMS is based on an appropriate balance of flexibility and standardization.

#### **1. Flexibility.**

The NIMS provides a consistent, flexible, and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery, and mitigation.

#### **2. Standardization.**

The NIMS provides a set of standardized organizational structures—such as the Incident Command System (ICS), multiagency coordination systems, and public information systems—as well as requirements for processes, procedures, and systems designed to improve interoperability among jurisdictions and disciplines in various areas, including: training; resource management; personnel qualification and certification; equipment certification; communications and information management; technology support; and continuous system improvement.

## C. OVERVIEW.

The NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines in an all-hazards context. Six major components make up this systems approach. Each is addressed in a separate chapter of this document. Of these components, the concepts and practices for Command and Management (Chapter II) and Preparedness (Chapter III) are the most fully developed, reflecting their regular use by many jurisdictional levels and agencies responsible for incident management across the country. Chapters IV-VII, which cover Resource Management, Communications and Information Management, Supporting Technologies, and Ongoing Management and Maintenance, introduce many concepts and requirements that are also integral to the NIMS but that will require further collaborative development and refinement over time.

### 1. NIMS Components.

The following discussion provides a synopsis of each major component of the NIMS, as well as how these components work together as a system to provide the national framework for preparing for, preventing, responding to, and recovering from domestic incidents, regardless of cause, size, or complexity. A more detailed discussion of each component is included in subsequent chapters of this document.

#### a. *Command and Management.*

NIMS standard incident command structures are based on three key organizational systems:

##### (1) **The ICS.**

The ICS defines the operating characteristics, interactive management components, and structure of incident management and emergency response organizations engaged throughout the life cycle of an incident;

##### (2) **Multiagency Coordination Systems.**

These define the operating characteristics, interactive management components, and organizational structure of supporting incident management entities engaged at the Federal, State, local, tribal, and regional levels through mutual-aid agreements and other assistance arrangements; and

##### (3) **Public Information Systems.**

These refer to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations.

**b. Preparedness.**

Effective incident management begins with a host of preparedness activities conducted on a “steady-state” basis, well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification and certification standards, equipment acquisition and certification standards, and publication management processes and activities.

**(1) Planning**

Plans describe how personnel, equipment, and other resources are used to support incident management and emergency response activities. Plans provide mechanisms and systems for setting priorities, integrating multiple entities and functions, and ensuring that communications and other systems are available and integrated in support of a full spectrum of incident management requirements.

**(2) Training**

Training includes standard courses on multiagency incident command and management, organizational structure, and operational procedures; discipline-specific and agency-specific incident management courses; and courses on the integration and use of supporting technologies.

**(3) Exercises**

Incident management organizations and personnel must participate in realistic exercises—including multidisciplinary, multijurisdictional, and multisector interaction—to improve integration and interoperability and optimize resource utilization during incident operations.

**(4) Personnel Qualification and Certification**

Qualification and certification activities are undertaken to identify and publish national-level standards and measure performance against these standards to ensure that incident management and emergency responder personnel are appropriately qualified and officially certified to perform NIMS-related functions.

**(5) Equipment Acquisition and Certification**

Incident management organizations and emergency responders at all levels rely on various types of equipment to perform mission essential tasks. A critical component of operational preparedness is the acquisition of equipment that will perform to certain standards, including the capability to be interoperable with similar equipment used by other jurisdictions.

**(6) Mutual Aid**

Mutual-aid agreements are the means for one jurisdiction to provide resources, facilities, services, and other required support to another jurisdiction during an incident. Each jurisdiction should be party to a mutual-aid agreement with appropriate jurisdictions from which they expect to receive or to which they expect to provide assistance during an incident.

**(7) Publications Management**

Publications management refers to forms and forms standardization, developing publication materials, administering publications—including establishing naming and numbering conventions, managing the publication and promulgation of documents, and exercising control over sensitive documents—and revising publications when necessary.

**c. Resource Management.**

The NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.

**d. Communications and Information Management.**

The NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination), and information-sharing at all levels of incident management. These elements are briefly described as follows:

**(1) Incident Management Communications.**

Incident management organizations must ensure that effective, interoperable communications processes, procedures, and systems exist to support a wide variety of incident management activities across agencies and jurisdictions.

**(2) Information Management.**

Information management processes, procedures, and systems help ensure that information, including communications and data, flows efficiently through a commonly accepted architecture supporting numerous agencies and jurisdictions responsible for managing or directing domestic incidents, those impacted by the incident, and those contributing resources to the incident management effort. Effective information management enhances incident management and response and helps insure that crisis decision-making is better informed.

## 6 National Incident Management System

### ***e. Supporting Technologies.***

Technology and technological systems provide supporting capabilities essential to implementing and continuously refining the NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking), and data display systems. Also included are specialized technologies that facilitate ongoing operations and incident management activities in situations that call for unique technology-based capabilities.

### ***f. Ongoing Management and Maintenance.***

This component establishes an activity to provide strategic direction for and oversight of the NIMS, supporting both routine review and the continuous refinement of the system and its components over the long term.

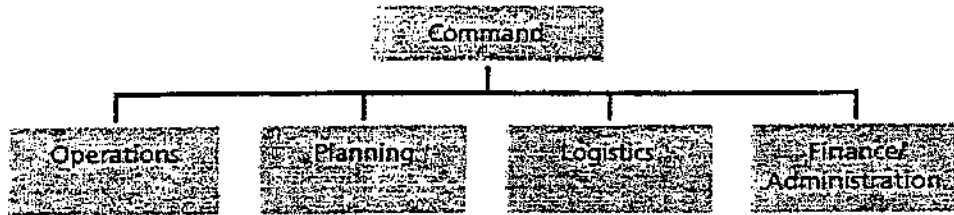
## **2. Appendices.**

The appendices to this document provide additional system details regarding the ICS and resource typing.

**TAB 1—ICS ORGANIZATION**

**A. FUNCTIONAL STRUCTURE.**

The ICS organization comprises five major functional areas (Figure A-1): command, operations, planning, logistics, and finance and administration. (A sixth area, intelligence, may be established if required.)



**Figure A-1—Incident Command System: Basic Functional Structure**

**B. MODULAR EXTENSION.**

The ICS organizational structure is modular, extending to incorporate all elements necessary for the type, size, scope, and complexity of a given incident. The IC structural organization builds from the top down; responsibility and performance begin with the incident command element and the IC. When the need arises, four separate sections can be used to organize the staff. Each of these may have several subordinate units, or branches, depending on the management requirements of the incident. If one individual can simultaneously manage all major functional areas, no further organization is required. If one or more of the functions requires independent management, an individual is assigned responsibility for that function.

The responding IC's initial management assignments will normally be one or more Section Chiefs to manage the major ICS functional areas (operations, planning, logistics, and finance and administration). The Section Chiefs will further delegate management authority for their areas as required. If a Section Chief sees the need, he or she may establish branches or units (depending on the section). Similarly, each functional unit leader will further assign individual tasks within the unit as needed.

The modular concept described above is based on the following considerations:

- developing the form of the organization to match the function or task to be performed;

Members Renner/Ahart moved the County Board approve a Request for Approval of Resolution Adopting National Incident Management System – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
Homeland Security Fund 0005 – Sheriff's Department 0029**

**WHEREAS**, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

**WHEREAS**, the Sheriff's Department is the designated coordinating agency for a grant in the amount of \$673,681.00 from the U.S. Department of Homeland Security to acquire a Mobile Command Vehicle, Decontamination Equipment and related security systems and equipment; and

**WHEREAS**, the Justice Committee, on Wednesday, September 1, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to meet the requirements of the Homeland Security grant; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriation in the amount of \$673,681.00 to the Homeland Security Fund 0005 in the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance.

Homeland Security Grant	
0005-0029-0029-0404.0008	<u>\$ 673,681.00</u>

2. That the County Auditor is hereby directed to add to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance the following appropriations in the Homeland Security Fund 0005, Sheriff's Department 0029:

Operational Supplies	
0005-0029-0029-0621.0001	\$ 58,814.00
Purchase Machinery/Equipment	
0005-0029-0029-0838.0001	\$149,197.00

(2)

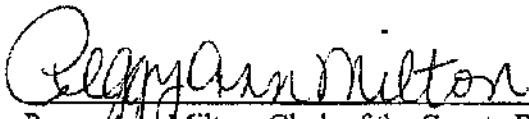
Purchase Radio/Equipment 0005-0029-0029-0839.0001	\$106,000.00
Purchase of Vehicles 0005-0029-0029-0840.0001	\$248,000.00
Purchase of Police Equipment 0005-0029-0029-0841.0001	<u>\$111,670.00</u>
Total	<u>\$673,681.00</u>

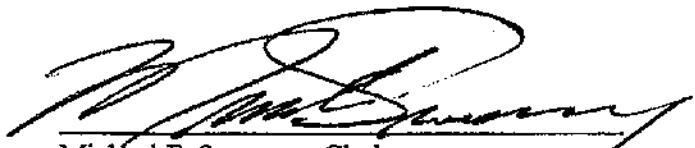
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

**ADOPTED** by the County Board of McLean County this 21<sup>st</sup> day of September, 2004.

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

9/21/04

EA\_SHER\_HOMESEC  
09/21/04

Members Renner/Gordon moved the County Board approve a Request for Approval of Emergency Appropriation Ordinance Amending FY 2004 Combined Annual Appropriation and Budget Ordinance, Homeland Security Fund 0005, Sheriff's Department 0029 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

CFS968-45  
Rev. 1/04

Descriptor Code CON  
Program Name: LEGAL SERVICES  
(Internal Use Only)

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
Standard

Contract # 0513549015

Department of Human Rights # \_\_\_\_\_

- A. 1. THIS CONTRACT is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and  
~~MCLEAN COUNTY OF (Certified Name),~~ MCLEAN COUNTY State's Attorney (Certified Name),  
~~MCLEAN COUNTY JAIL (DCFS name)-~~ McLean County of (DCFS Name)  
 hereinafter referred to as "Contractor,"  
 Principal address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005  
 Mailing address at: 104 W FRONT ST, BLOOMINGTON, IL 61701-5005
2. Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 62701, Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/ mailing address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-6001569 OR Social Security Number \_\_\_\_\_

C. Legal Status (check only one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Nonresident Alien                     |
| <input type="checkbox"/> Sole Proprietorship (must use SSN)    | <input type="checkbox"/> Trust or Estate                       |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Foreign Corp Ptnrshp, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below):          |
| <input type="checkbox"/> Corporation - Medical/Hlth Care       | <input type="checkbox"/> Not-for-Profit Corporation            |
| <input type="checkbox"/> Corporation - NO Medical/Hlth Care    | <input type="checkbox"/> Limited Partnership                   |
| <input checked="" type="checkbox"/> Governmental Entity        | <input type="checkbox"/> Real Estate                           |
| <input type="checkbox"/> Limited Liability Corporation         |  |

**Taxpayer Certification:**

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the name, taxpayer identification number and legal status listed above are correct.

D. Contractor Fiscal Year  
From 1/1/04 to 12/31/04

E. Contract Term  
This Contract shall be effective on 7/1/2004 and shall expire on 6/30/2005

F. Contract Amount  
The amount payable for services provided according to the conditions of the Description of Service is        estimated or  a maximum of \$45,000.00  
(If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

       1a. \$        The Department will pay the Contractor per        day,        hour,        week,        month,        quarter or        other unit (specify)       

1b. The Department will pay per the payment rates listed on the attached "Rate Schedule."

# RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	MISCELLANEOUS/EXTENDED SERVICE	7/1/2004	6/30/2005	5045	\$3,750.00

## **G. Payment (cont)**

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

## **H. Services**

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services" or "Program Plan."
2. The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the DCFS Advocacy Office for Children and Families or by checking on the DCFS Website at [www.state.il.us/dcfs](http://www.state.il.us/dcfs). The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.
3. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
4. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.

## **I. Subcontracts and Contract Reassignment**

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

**J. Governing Law**

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.

**K. Confidentiality**

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

**L. Liability**

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

**M. Ownership and Use of Certain Data, Information and Work Product**

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

**N. Record Keeping and Monitoring/Right to Audit Records**

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
  - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
  - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
  - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
2. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
3. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
4. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles
5. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

**O. Good Standing**

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

**P. Office of the Inspector General**

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
2. In cooperation with the OIG, the Contractor agrees to the following:
  - a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.

- b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- d) To allow and encourage employees to speak to the OIG regarding pending investigations.

**Q. Legal Ability to Contract**

1. Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) Contractor is not in default on an educational loan (Section 3 of the Educational Loan Default Act, (5 ILCS 385/3).
- c) Contractor has informed the director of the Department in writing if contractor was formerly employed by the Department and has received an early retirement incentive under Section 14-108 3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).
- d) Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) No Contractor convicted of a felony shall do business with the State of Illinois from the date of conviction until five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) Contractor is not barred from being awarded a contract because the Contractor is delinquent in the payment of any debt to the State, unless Contractor has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002.)
- g) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500-50-25).
- h) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- i) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerers, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- j) Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals and to entities with twenty-five (25) or more employees (30 ILCS 580).
- k) Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (30 ILCS 582).

- l) Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- m) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- n) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- o) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- p) The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500, Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- q) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- r) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract grant, loan or cooperative agreement.
- s) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- t) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- u) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- v) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- w) The contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- x) The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- y) The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this section. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

## 2. Conflicts of Interest

- a) Contractor has disclosed and agrees it is under a continuing obligation to disclose to the agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit contractor from having or continuing the contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those, which may conflict in any manner with the contractor's obligation under this contract. Contractor shall not employ any person with a conflict to perform under this contract. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code.
- b) An exemption is necessary if the person intending to contract with the State, their spouse or minor child:
  - Holds an elective office in Illinois;
  - Holds a seat in the Illinois General Assembly;
  - Is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
  - Holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
  - The contract is with a firm, partnership, association or corporation in which a person receives more than 71/2% of the total distributable income or an amount in excess of the salary of the Governor.
  - The contract is with a firm, partnership, association or corporation in which a person, together with his/her spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.



**AA. Subcontracts**

1. The Contractor shall ensure that the Subcontractor certifies in writing that all services to be provided by the subcontractor shall comply with all Department rules, regulations, procedures and policy guides.
2. To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontract shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.
3. All subcontracts shall be submitted to the Department for amendment into this contract.
4. All subcontracts shall list the name and addresses of all subcontractors.
5. All subcontracts shall identify the services and deliverables to be provided by the subcontractor.

PAGE 9 IS INTENTIONALLY LEFT BLANK AND SHOULD ACCOMPANY PROFESSIONAL AND ARTISTIC CONTRACTS.

**THE DEPARTMENT AND THE CONTRACTOR AGREE TO THE FOLLOWING:**

**I. Termination**

- A. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- B. This Contract is breached by the Contractor if it fails to perform any material act mandated by this Contract and, at that time, the Department may terminate this Contract immediately upon notice.
- C. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.
- D. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-60 (b), this Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Contract.

**II. Severability**

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

**III. Authority to Execute and Bind**

The person signing this Contract on behalf of the Contractor acknowledges that he/she has read and understands the terms herein and warrants that he/she has full power and authority to execute this Contract and bind the Contractor. If the Contractor is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

## ATTORNEY'S ACKNOWLEDGMENT

The undersigned Attorney ("Attorney") hereby (1) acknowledges the following requirement relative to providing services on behalf of the State's Attorney of McLean County, Illinois ("the State's Attorney") funded through an Intergovernmental Agreement between the State's Attorney and the Department of Children and Family Services of the State of Illinois ("DCFS") and (2) agrees to abide by and comply with all of said requirements attorney further agrees.

1. The following terms shall have the following definitions as used in this Acknowledgement:
  - a. "The Cases" are those requests made of Attorney by the State's Attorney to review case files to determine the appropriateness of prosecuting cases related to child abuse based upon the relevant laws of the State of Illinois, regardless as to whether or not any Charges are filed relative to any specific case file, and all such usual and customary duties associated with or required relative to such case files, and all resulting prosecutions of such case files as approved and directed by the State's Attorney.
  - b. "Charges" are any prosecutions of Cases, in whole or in part, by Attorney under the provisions of this Acknowledgement.
  - c. "Petitioner" shall include Plaintiff.
2. Attorney shall review, prepare and prosecute the Cases, which services shall include as to each Case guidance and counsel to the Children's Advocacy Center or McLean County; a review of the appropriateness of filing Charges; all necessary preparation and filing of the Charges, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, other attorneys; and all other duties normally and customarily associated with or required relative to, prosecution of such Cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraph 10 of this acknowledgement.
3. Attorney shall be housed and work full time at the Children's Advocacy Center in McLean County.
4. Attorney's direction and Case assignment shall be made by the State's Attorney, directly or through her/his designee, who shall have the sole discretion to decide if a Case shall be prosecuted, withdrawn or dismissed. Attorney shall at all times provide advice to the State's Attorney relative to said decisions.
5. Attorney shall at all times keep and maintain an active and in good standing status with the Attorneys' Registration and Disciplinary

Commission of the Supreme Court of the State of Illinois, shall immediately upon receipt of notification of same advise the State's Attorney of each and every change in such status and shall prior to performing any services hereunder deliver to the State's Attorney a copy of her/his current registration card issued by said Commission. At anytime that Attorney's license to practice law in the State of Illinois is suspended or revoked then this Acknowledgement and any and all agreements under which Attorney is to provide services to any Case(s) shall be immediately and automatically terminated; and Attorney shall immediately deliver to the State's Attorney written notice of said suspension or revoked and all materials as required by the terms of Paragraph 6 of this Acknowledgment.

6. All files, records, notes, and evidence which comes into the possession of Attorney in the performance at Attorney's duties under this acknowledgement shall at all times be and remain the property of the State's Attorney provided that Attorney specifically agrees to deliver to the State's Attorney all such files, records, notes and evidence immediately upon demand from the State's Attorney and/or upon the termination of this Acknowledgment. Attorney may retain for his/her records, copies of said files and records at his/her expense.
7. Upon the completion of a Case for any reason, including but not limited to, the decision to not file Charges, dismissal of Charges, withdrawal of Charges, conviction of Charges, acquittal of Charges, granting of Charges or denial of Charges, Attorney shall immediately notify the State's Attorney, and any designated head of the Juvenile Division of the State's Attorney's Office, of the occurrence of such event together with a summary report explaining same.
8. During the term of this Acknowledgment, and for so long thereafter as Attorney remains the attorney on the Court's record relative to any pending Charges filed and/or prosecuted, in whole or in part, by Attorney pursuant to this or any proceeding or subsequent similar Acknowledgment, Attorney shall not:
  - a. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in which DCFS, the Director, the Guardianship Administrator, the Inspector General or any other employee of DCFS is a adverse party in her/his official capacity; nor
  - b. Represent, counsel, advise or otherwise professionally interact with any other client in any proceeding in any Juvenile Court or any proceeding in any other Court in which the State's Attorney is the legal advocate for an adverse party.

9. All appeals received by the Attorney relative to any Case or the prosecution of any appeals on behalf of the Petitioner(s) in any Case shall be immediately tendered by Attorney to the State's Attorney for referral to the State's Attorney Appellate Prosecutor. All decisions as to whether or not an adverse decision to any Petitioner shall be appealed shall at all times remain within the sole discretion of State's Attorney. Attorney shall not be obligated under this Acknowledgment to defend or prosecute any appeal of relative to any Petition as to which Attorney has provided any service under this Acknowledgment. Attorney shall cooperate with the State's Attorney and the State's Attorney Appellate Prosecutor relative to any appeal relative to any Charges as to which Attorney has provided any service under this Acknowledgment.
10. Attorney shall at all times during the term of this Acknowledgment keep a current record of all of the Cases referred to her/him by the State's Attorney and for each said Case the following information at a minimum shall be so maintained; the date the case was referred to Attorney; the date any Charges were filed with the Court; the date, purpose and result of each hearing held relative to the Charges; the date and purpose of each hearing scheduled to be held relative to the Charges; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Charges. Upon request made by the State's Attorney, or her/his designee, and at least with five (5) calendar days after the end of each calendar month, said information shall be presented to the State's Attorney, who is required to provide such information to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, within ten (10) calendar days after the end of each calendar month.
11. All Court hearing scheduled relative to each Case assigned to Attorney by the State's Attorney shall be attend and directly handled by Attorney. No such responsibility shall be assigned to any other attorney at law without the express advance permission of the State's Attorney.
12. The State's Attorney represents that DCFS has agreed that all of its employees will at all times fully and completely cooperate with Attorney in fulfillment of her/his duties under this Acknowledgment.
13. In any case in which the Court dismisses or denies in whole or in part any Charges, Attorney shall within five (5) calendar days of receipt of such order provide to the State's Attorney, with a copy directed to the General Counsel of DCFS and the local Regional Counsel of DCFS, each, a written report of the reasons for said denial together with a copy of the written order.
14. Attorney shall submit monthly to the State's Attorney all information necessary to permit the State's Attorney to timely complete a CFS 1042

form "entitled" Department of Children and Family Services Billing Summary" relative to the services performed by Attorney under this acknowledgment.

15. Upon the termination of this Acknowledgement, Attorney shall in a timely manner take all reasonable steps necessary to withdraw as attorney on the record of the Court relative to all pending Charges relative to any of the Cases.
16. At all times Attorney shall perform all services relative to the Cases in due course using all professional skill and judgment normally exercised by a duly licensed attorney in the State of Illinois.

**Attorney and the State's Attorney must each initial the applicable Paragraph 17. One alternative Paragraph 17 must be initialed by both Attorney and the State's Attorney before this Acknowledgment is valid.**

\_\_\_\_\_ 17. (A) Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of Special Prosecutor and independent contractor and not as either an employee of DCFS, as an agent of DCFS or an employee of the State's Attorney. Attorney shall not be entitled to any benefits or any kind or nature whatsoever available to employees of DCFS or employees of the State's Attorney.

(B). At all times during the term of the Acknowledgement and for at least two (2) calendar years after termination of this Acknowledgment, Attorney shall maintain at her/his cost a policy of professionally liability insurance covering the services to be performed under this Acknowledgment providing for single occurrence coverage of at least \$1,000,000.00; and a current copy of proof of such coverage issued by the company providing such insurance be filed during all said times with State's Attorney, the General Counsel of DCFS and the local Regional Counsel of DCFS, each.

(C). Attorney agrees that any meetings or conferences with witnesses, caseworkers and others involved in the prosecution of the Cases shall take place in McLean County, Illinois, unless said duties can be efficiently and appropriately done by telephone or other reasonable communication, or unless the person(s) with whom Attorney must meet are closer in distance to Attorney's office location, if Attorney represents that her/his office location is \_\_\_\_\_, \_\_\_\_\_ County, Illinois.

(D). All compensation and reimbursement of expenses to be paid to Attorney for the performance of services relative to the Cases shall be the sole responsibility of the State's Attorney and DCFS shall have no responsibility of any kind or nature whatsoever to Attorney relative to the Cases except for cooperation as referred to in Paragraph 12 of this Acknowledgment.

(E). Attorney shall at all times in the performance of services under this Acknowledgment comply with all laws, including but not limited all laws relative to non-discrimination in employment, applicable to persons performing business in the State of Illinois.

       VA 17 (A). Attorney's employment capacity in performing services under this Acknowledgment shall at all times be that of an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County. Attorney shall not be entitled to any benefits of any kind or nature whatsoever available to employees of DCFS.

(B). This Acknowledgement shall immediately automatically be terminated upon the termination of Attorney's employment as an Assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County.

(C). Attorney's performance under this Acknowledgement will be evaluated solely in the discretion of the State's Attorney; and, Attorney's employment as an assistant State's Attorney in the office of the State's Attorney located at the Children's Advocacy Center of McLean County may be continued or terminated regardless of the performance or lack of performance of Attorney relative to the requirements of this Acknowledgment.

(D). Attorney acknowledges the requirements of the Intergovernmental Agreement existing between the State's Attorney and DCFS requiring the State's Attorney to provide services of the kind and nature provided for in this Acknowledgement relative to the Cases provided for this Acknowledgement relative to the Cases and agrees to abide by and comply with all of said requirements.

Date 8/24/04

\_\_\_\_\_  
Attorney

W

Initial next  
to mine +  
Sign by Atty.



This Contract and the attachments herein contain all the terms and conditions agreed to by the parties. No other agreement regarding the subject matter of this Contract shall vary unless agreed to in writing and signed by all parties, with the exception that contract rates may be adjusted by written notification based on Department Rule 356, Rate Setting or applicable rate setting rules of other state agencies. This Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department.

**IL DEPARTMENT OF CHILDREN & FAMILY SERVICES**

\_\_\_\_\_  
 Regional Administrator, Date  
 Deputy Director, Executive Staff

\_\_\_\_\_  
 DCFS Director Date

If the amount of this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

The following signatures approve the expenditures identified within the attached Contract:

\_\_\_\_\_  
 DCFS Chief Legal Officer Date

\_\_\_\_\_  
 DCFS Chief Fiscal Officer Date

**CONTRACTOR**

\_\_\_\_\_  
 Contractor Authorized signature Date

\_\_\_\_\_  
 Name (please print)

\_\_\_\_\_  
 Title (please print)

104 W FRONT ST, BLOOMINGTON, IL 61701-5005  
 Address

(000) 000-0000 ( )  
 Telephone # Fax #

**Attachments:**

- Budget  Exhibit C
- Exhibit E
- Other \_\_\_\_\_
- Day Care Supplmnt C  Day Care Supplmnt D
- Day Care Supplmnt E  Day Care Supplmnt F
- Site Administered Day Care Program Plan
- Child Rate Exception Form

**RECEIVED**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
OF THE STATE OF ILLINOIS**

ASG 16 2004

**AND  
MCLEAN COUNTY, ILLINOIS**

**STATES ATTORNEY'S OFFICE  
MCLEAN COUNTY**

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

**A. SERVICES**

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
  - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
  - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
  - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
  - d. Such other services as reasonably related to child abuse matters or issues.

**B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY**

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

### C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2003 through June 30, 2004 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and an office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but not limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E) DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

#### D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.
2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.
3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.
4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.
5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.
6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

#### E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

#### **F. REPORTING REQUIREMENTS**

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

## G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

## H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

## I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

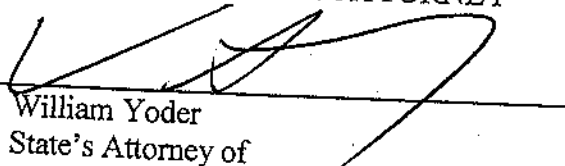
J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.
2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.
3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.
4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.
5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 23<sup>rd</sup> day of August, 2004.

MCLEAN COUNTY STATE'S ATTORNEY

BY:



William Yoder  
State's Attorney of  
McLean County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

[Signature]  
(Signature)

William A. Yoder  
(Print Name)

104 W. Front St. Rm 605  
Street Address

398-38-8518  
(Social Security Number)

State's Attorney  
Title

Bloomington 61701  
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: Elizabeth F. Yore, General Counsel

\_\_\_\_\_  
Date

By: Bryan Samuels, Director

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Members Renner/Owens moved the County Board approve Requests for Approval of Contract between Illinois Department of Children and Family Services and McLean County for the Assistant State's Attorney assigned to the Children's Advocacy Center/Child Protection Network and an Intergovernmental Agreement between the Department of Children and Family Services and McLean County to Provide the Department of Children and Family Services an Assistant State's Attorney - State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is found on pages 136-145.



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

**RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING THE RECOMMENDATION  
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review a grant application received for the Solid Waste Management Plan program; and

WHEREAS, the Town of Normal and the Ecology Action Center have been working with Central Illinois Access, a social service agency in Peoria, to provide electronics recycling for businesses and residents throughout McLean County since February 2002; and

WHEREAS, the cost to Central Illinois Access for transportation and disposal of monitors has increased significantly; and

WHEREAS, the Town of Normal and the Ecology Action Center have negotiated a contract, in the Town of Normal name, with Central Illinois Access for \$4,200 per year to provide electronics recycling which includes \$1,200 for transportation and \$3,000 for monitor disposal; and

WHEREAS, the Solid Waste Technical and Policy Committee recommended that a grant application be approved for funding electronics recycling from the County's Solid Waste Management Fund to the Town of Normal:

WHEREAS, the Land Use and Development Committee, at its regular meeting on September 2, 2004, recommended approval of the recommendation received from the Solid Waste Technical and Policy Committee; now, therefore,

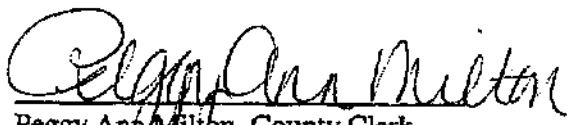
BE IT RESOLVED by the McLean County Board, now meeting in regular session, approves a grant of \$4,200 to the Town of Normal to provide electronics recycling from the County's Solid Waste Management Fund for one year.

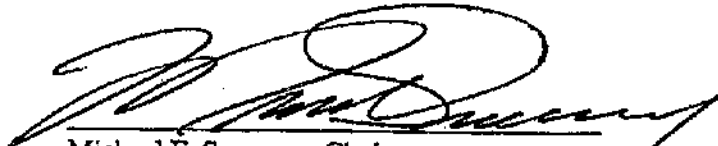
The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Town of Normal public works director, the Ecology Action Center and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of August, 2004.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

# *Application for Waste Reduction, Reuse, and Recycling Project*

## **McLean County Solid Waste Program**

### **I. APPLICANT INFORMATION**

Organization Ecology Action Center/Town of Normal  
Name of Program or Proposed Project Electronics Recycling  
Contact Name Michelle Covi Position Director  
Address 202 W. College Ave. Normal, IL 61761  
Phone 454-3169 Fax 454-7508  
E-Mail eac@ecologyactioncenter.org

Organization description:

Municipality  School

Non-profit organization

FEIN 37-1157100

Other \_\_\_\_\_

### **II. PROJECT SUMMARY**

Give a brief summary of your existing or proposed program and what you would like to accomplish with the Solid Waste Program Grant funds.  
(Use additional paper if needed)

The Ecology Action Center and the Town of Normal have been working with Central Illinois Access, a social service agency in Peoria to provide Electronics Recycling since February 2002. In 2002, CIA accepted 68 tons of material from our community and in 2003, 61 tons was accepted at drives, while another 11 tons was accepted from local businesses and institutions in McLean County. These materials are repaired, reused or recycled. Many computers and electronics are donated to people with low income and disabilities and used for training. We feel that this has been an extremely successful program that has benefited people from all over McLean County.

The Town of Normal received funding from the McLean County Solid Waste Program in 2003 to offset some of the transportation costs incurred by Central Illinois Access in providing this service and continues to provide a forklift driver and use of their facilities for these drives. The EAC coordinates publicity and provides volunteers. In June 2004, Central Illinois Access informed us that their costs were rising for transportation and disposal of monitors such that they could not provide the service free for our community any longer. Using data from the last two years of collection, the Town of Normal and the EAC negotiated an amount of \$4200 (\$1200 for transportation and \$3000) for monitor disposal with Central Illinois Access for a one-year period starting July 1, 2004.

Members Gordon/Moss moved the County Board approve a Request for Approval of a Grant in the amount of \$4,200 to Provide Electronic Recycling – Solid Waste Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: our General Report is found on pages 148-151.

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

**RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE REQUEST RECEIVED FROM  
DAWSON TOWNSHIP TO CHANGE POLLING PLACE**

WHEREAS, the Supervisor of Dawson Township has formally requested that a polling place in Dawson Township be relocated to provide additional space and to improve voter accessibility for the elderly and the handicapped; and,

WHEREAS, the Supervisor of Dawson Township has recommended that Dawson Township precinct #1 be relocated from the Ellsworth Village Hall to the Ellsworth American Legion Hall, Ellsworth, Illinois; and,

WHEREAS, the Finance Committee, at a special Stand-up Committee meeting on Tuesday, September 21, 2004, recommended approval of the request received from the Supervisor of Dawson Township; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:

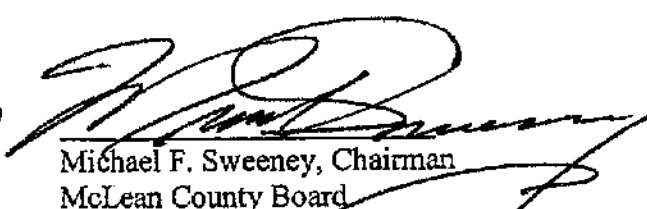
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Dawson Township to relocate precinct #1 to the Ellsworth American Legion Hall, Ellsworth, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Dawson Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of September, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



PEGGY ANN MILTON  
COUNTY CLERK

(309) 888-5190

Fax (309) 888-5932

Tax Extension (309) 888-5187

Voter's Registration (309) 888-5186

104 W. Front Room 704 Bloomington, IL 61701

E-mail: [peggyann@mclean.gov](mailto:peggyann@mclean.gov) Website: [www.mclean.gov](http://www.mclean.gov)

DATE: September 3, 2004

TO: Chairman Sorensen  
Honorable Members of the Finance Committee

FROM: Maria L. Pascua *Maria L. Pascua*

RE: Polling Place Change

Enclosed please find a request from Dawson Township to change the location of their polling place. We are in support of this relocation.

We respectfully request your approval of this change.

Thank you.

Enclosure

**DAWSON TOWNSHIP  
McLean County  
P.O. Box 69, Ellsworth, Illinois 61737**

James Soeldner, Supervisor

August 26, 2004

Peggy Ann Milton  
County Clerk, McLean County  
104 W. Front, Room 704  
Law and Justice Center  
Bloomington, IL 61702

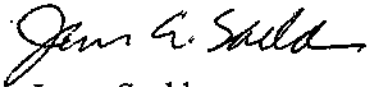
John Zeunik  
McLean County Board Administrator  
104 W. Front St., Room 701  
Law and Justice Center  
Bloomington, IL 61702

This is a formal request for a change in Polling Place for Ellsworth precinct #1 Dawson Township.

We would like to move from the Ellsworth Village Hall to the Ellsworth American Legion Hall, which is directly next-door. This facility is larger with handicap accessible rest rooms and a kitchen area for election judges' usage. There is also handicap parking in front of the building.

If possible, we would like this change to take effect in time for the General Election, November 2004. Please advise if the County Board agrees upon the move.

Thank you,



James Soeldner  
Supervisor  
Dawson Township

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE REQUEST RECEIVED FROM  
DANVERS TOWNSHIP TO CHANGE POLLING PLACE

WHEREAS, the Supervisor of Danvers Township has formally requested that a polling place in Danvers Township be relocated to provide additional space and to improve voter accessibility for the elderly and the handicapped; and,

WHEREAS, the Supervisor of Danvers Township has recommended that Danvers Township precinct #1 be relocated from the Danvers Village Council Room to the Danvers Township Fire Department Meeting Room, 208 East Main Street, Danvers, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, September 7, 2004, recommended approval of the request received from the Supervisor of Danvers Township; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Danvers Township to relocate precinct #1 to the Danvers Township Fire Department Meeting Room, 208 East Main Street, Danvers, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Danvers Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of September, 2004.

ATTEST:

APPROVED:

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

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



PEGGY ANN MILTON  
COUNTY CLERK  
(309) 888-5190  
Fax (309) 888-5932  
Tax Extension (309) 888-5187  
Voter's Registration (309) 888-5186  
104 W. Front Room 704 Bloomington, IL 61701  
E-mail: peggyann@mclean.gov Website: www.mclean.gov

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DATE: August 16, 2004

TO: Chairman Sorensen  
Honorable Members of the Finance Committee

FROM: Maria L. Pascua

RE: Polling Place Change

Enclosed please find a request from Danvers Township to change the location of their polling place. We are in support of this relocation.

We respectfully request your approval of this change.

Thank you.

Enclosure

Danvers Township  
Tyler E. Ernst, Supervisor  
15861 N. 475 East Road  
Danvers, IL 61732

July 28, 2004

McLean County Board of Trustees  
c/o McLean County Clerk  
104 W. Front Street, Room 704  
Bloomington, IL 61701

Dear Members of the Board:

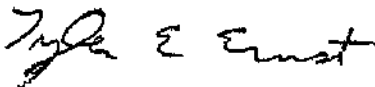
RE: Change in Polling Place

Danvers Township is requesting a change in the polling place beginning with the November, 2004, election. Due to the new voting booth shields and the electronic scanner/counter ballot box, we found that we did not have enough space in the Danvers Village Council Room. Also, in a letter from Peggy Ann Milton, McLean County Clerk, dated July 1, 2004, there were some problems with the voting accessibility for the elderly and handicapped.

We are requesting the use of the Danvers Fire Department's meeting room for the polling place of Danvers Township Precinct #1. The room is much larger and more open than the Danvers Village Council Room, is handicap accessible, and has a phone available. The address is 208 E. Main Street, Danvers, Illinois. This request has been approved by the Board of Trustees of the Danvers Community Fire Protection District.

Thank you for your consideration. Please contact me with your decision at 452-8383.

Respectfully,



Tyler E. Ernst, Supervisor  
Danvers Township

TEE:cg

Members Sorensen/Nuckolls moved the County Board approve Requests for Approval for Change in Polling Place for Danvers Township and Dawson Township – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, stated the following:

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

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

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

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

WHEREAS, pursuant to the authority granted to the Delinquent Real Estate Tax Liquidation Program, the County has acquired an interest in the following described real estate:

Lot 5 Block 5 EXC E 28'N28' Village of Cooksville  
Permanent Parcel Identification Number 16-14-132-001  
As described in Certificate [00] 0065 Sold on November 26, 2001 and  
Commonly known as WEINLAND STREET; and,

WHEREAS, at its regular meeting on September 7, 2004, the Finance Committee determined that it would be in the best of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property; and,

WHEREAS, Ms. Carol Wissmiller has paid \$639.78 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee; and,

WHEREAS, it has been determined that the County shall receive \$232.40 as a return for its Certificate of Purchase and the County Clerk shall receive \$80.00 for the cancellation of the Certificate and to reimburse the Revolving Account the charges advanced from this account, and the Recorder of Deeds shall receive \$18.00 for recording, and the remainder being the monies due to the Agent for his services; and,

WHEREAS, at its regular meeting on September 7, 2004, the Finance Committee recommended approval of the conveyance of real estate parcel 16-14-132-001; and,

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


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

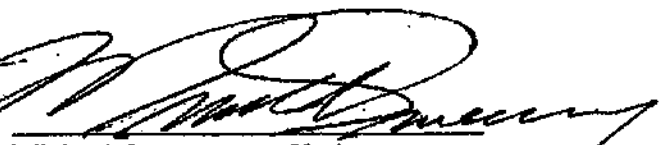
- (1) That real estate parcel 16-14-132-001 which has been sold through the Delinquent Real Estate Tax Liquidation Program is hereby conveyed to the successful bidder.
- (2) The County Board Chairman is hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase, as the case may be, on the above described real estate for the sum of \$232.40 to be paid to the Treasurer of McLean County, Illinois, to be disbursed according to law.
- (3) That this Resolution shall be effective for sixty (60) days from the date of approval and any transaction between the above parties not occurring within this period shall be null and void.
- (4) The County Clerk is hereby requested to forward a certified copy of this Resolution to the County Treasurer, the State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 21st day of September, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of a Resolution Approving and Authorizing the Conveyance of Real Estate Parcel 16-14-132-001 currently held by the County's Delinquent Tax Agent - County Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: there is no need to act on the reports. Our General Report is on pages 161-175.

**POLLUTION CONTROL SITE HEARING COMMITTEE:**  
Member Gordon, Vice-Chairman, presented the following:

**HOST COUNTY AGREEMENT**

This HOST COUNTY AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between American Disposal Services of Illinois, Inc. ("ADS"), a Delaware Corporation; and the County of McLean, Illinois ("County");

**WITNESSETH:**

WHEREAS, ADS owns a parcel of land totaling approximately 73 acres as described and shown on Attachment A. The parcel described and shown on Attachment A is hereinafter referred to as "the Property"; and

WHEREAS, ADS currently operates a landfill as shown on Attachment B ("Landfill"); and

WHEREAS, ADS intends to file an application ("Siting Application") with the County for siting a new Pollution Control Facility Landfill. The new Pollution Control Facility Landfill footprint and surrounding property owned by ADS shall hereinafter be referred to as the "Expanded Landfill"; and

WHEREAS, it has been proposed that ADS pay to the County, and ADS is willing to pay the County, a Host Benefit Fee to be used for the purpose of assisting the County in addressing the impact, if any, that the operation of the Landfill or the Expanded Landfill may have upon the County and for other general revenue needs of the County as the County may deem appropriate; and

WHEREAS, the County desires to secure, and ADS is willing to provide landfill disposal capacity within the County for the waste generated by residents, commercial establishments, institutions and industries located within the County that it is permitted by law to accept for disposal; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the County by demonstrating its good faith in educating the community as to the nature of its operations in the County and demonstrating that its landfilling operations are, have been and will continue to be conducted in an environmentally sound manner; and

WHEREAS, the County is desirous of protecting the health, safety and welfare of its citizens, and in assisting with public education in accordance with Illinois law; and

WHEREAS, the County has not consented to, concurred in or objected to the proposed plans of ADS for the Expanded Landfill, and nothing in this Agreement shall be deemed an indication that the County has adopted any position on the proposed Siting Application, nor on ADS' operation of the existing Landfill, including where technical or detailed operating requirements are set forth below; and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Incorporation of Recitals.**

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

**2. Lands Covered.**

This Agreement covers the Property as described and shown in Attachment A and the Expanded Landfill.

**3. Effective Date.**

This Agreement shall be effective as of \_\_\_\_\_, 2004.

**4. Expiration Date.**

This Agreement shall expire on the later to occur of 30 years after the closing of the Landfill or 30 years after the closing of the Expanded Landfill.

**5. Ban on Hazardous Waste.**

ADS shall not knowingly accept, treat, or dispose of any waste which is defined as hazardous by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act") or the regulations adopted thereunder ("Hazardous Waste") at the Property. ADS shall comply with all applicable regulations of the Illinois Pollution Control Board ("IPCB") relative to load checking and shall immediately inform the County orally and in writing of any Hazardous Waste that has been accepted, received, stored, treated, disposed, or transported to or from the ADS Property.

**6. Guaranteed Landfill Capacity.**

Subject to the conditions set forth below, and if siting approval is received, for 7 years from the date that ADS obtains final, unappealable permits from the Illinois Environmental Protection Agency ("IEPA") to develop the Expanded Landfill, ADS shall provide the County with disposal capacity at the Landfill and Expanded Landfill for all of the solid waste and special wastes, which ADS is permitted by law to accept for disposal, which are not defined as Hazardous Waste ("Nonhazardous Solid Waste") and which are generated within the County's boundaries. ADS' obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially generated and abandoned or discarded within the County, and specifically excludes out-of-county waste that may be delivered to a waste transfer station located within the County.

Prior to the first of each calendar year during the operating life of the Landfill and the Expanded Landfill, the County shall provide ADS with an estimate of the amount ("Annual Estimate") of Nonhazardous Solid Waste it expects to be generated within the County for that year, using methodologies which are consistent with the methodologies used to prepare the Needs Assessment portion of the County's Solid Waste Management Plan. Each year during this term, ADS shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid

Waste estimated by the County. The County reserves the right to increase its Annual Estimate by up to 20% at any time in the event unforeseen circumstances, including but not limited to natural disasters such as storms and tornadoes, render its original estimate inadequate. The reservation of disposal capacity for the County's waste shall not be cumulative, and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may be utilized for other than County waste. ADS agrees to comply with the procedures specified in Attachment C hereto, or with other procedures approved in advance by ADS and the Regional Pollution Control Site Hearing Committee of the McLean County Board, in submitting to the County an annual determination of ADS' remaining landfill capacity and in implementation of Section 6 of this Agreement.

**7. Assignment of Rights.**

This Agreement shall be binding upon ADS and its controlling interest transferees, successors and assigns. The Regional Pollution Control Site Hearing Committee may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement. Further, any such conditions imposed upon the transferee pursuant to this Agreement may be modified by agreement between the transferee and the Regional Pollution Control Site Hearing Committee of the McLean County Board.

**8. Covenant.**

This Agreement shall constitute a covenant in the nature of a covenant running with the land. ADS agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title all of the Property and Expanded Landfill.

**9. Records.**

ADS shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Property and the Expanded Landfill:

- a. those submitted by ADS or its agents or consultants to any state or federal environmental regulatory agency; and
- b. correspondence with any state or federal environmental regulatory agency; and
- c. those filed with or received from any state or federal regulatory agency relevant to charges, complaints or citations or environmental violations made by any governmental authority; and
- d. those deemed reasonably adequate and sufficient by the Regional Pollution Control Site Hearing Committee of the McLean County Board pertaining to the amount of Nonhazardous Solid Waste received and the County which generated that waste.

**10. Well Monitoring.**

ADS shall contact the owners of record as of the Effective Date of this Agreement of all water supply wells within 1,500 feet of the perimeter of the Property, by certified mail, return receipt requested, seeking permission from the owners to sample their wells, within 90 days of the Effective Date of this Agreement, for background, for two consecutive quarters in a six-month period, and for routine monitoring. After IEPA has issued an operational permit to construct the Expanded Landfill, by certified mail, return receipt requested, within 90 days of the issuance of the IEPA operational permit, ADS shall contact the owners of record of all water supply wells within 1,500 feet of the perimeter of the Expanded Landfill seeking permission from the owners to sample their wells. Within 90 days of the issuance of the IEPA operational permit, for background, for two consecutive quarters in a six month period, and for routine monitoring, ADS shall use its best efforts to obtain permission to monitor the wells. The County may assist ADS in obtaining permission to access the wells from the property owners. The well monitoring program shall proceed as follows:

- a. ADS shall conduct, at its own expense, an initial assessment of each water well to determine construction and location information in conjunction with ADS.

- b. ADS shall, at its own expense, contract with a laboratory which has been awarded the IEPA certificate of approval to perform the specified chemical analysis. A certified copy of the IEPA license certificate shall be sent by ADS to the County in accordance with the notice provisions of Section 22 of this Agreement.
- c. In order to establish initial water quality, the concentrations or parameters in water samples from each water well shall be determined and reported for four consecutive quarters during the first year. The laboratory analysis shall be reviewed and interpreted by a licensed environmental engineering firm ("Third Party Consulting Firm") selected by the County. A report by the Third Party Consulting Firm shall be sent to the County in accordance with Section 22 of this Agreement. The analysis shall be for, but not limited to, those constituents contained for Class I groundwater in 35 Ill. Adm. Code 620.410 and the routine constituents listed in paragraph 10(d). Organic constituents, such as Volatile Organic Constituents (VOC's), pesticides, and herbicides within the Class I groundwater list may be sampled once during the first year.
- d. After the initial water quality has been established, each water well shall be sampled semi-annually by ADS as long as the Landfill and/or the Expanded Landfill remain in operation. The samples shall be analyzed for, but not limited to, the following list of routine constituents:

Chloride Cl, Total MG/L  
 Sulfate SO, Total MG/L  
 Total Organic Halogen (TOX) UG/L (Unfiltered)  
 Nitrate-Nitrite N, DISS MG/L  
 Boron B, Total UG/L  
 Ammonia (NH<sub>3</sub> and NH<sub>4</sub>) as N, Total MG/L  
 pH STD Units (Field Measured)  
 T Alkalinity, as Ca Co, MG/L Lab  
 Total Organic Carbon (TOC), as C, MG/L  
 Residue on Evaporation (ROE), MG/L

The list of routine constituents may be expanded if such a need is demonstrated by the Third Party Consulting Firm selected by the County. All expenses associated with the Third Party Consulting Firm's services shall be paid by ADS.

- e. This sampling shall continue annually until thirty (30) years after the IEPA certifies the closure of the Landfill or the Expanded Landfill, whichever occurs later ("the term of this Agreement"), at ADS' expense.
- f. Reports relating to such monitoring shall be timely provided by ADS, at its own expense, to the County in accordance with the notice provisions of Section 22 of this Agreement and to owners of affected wells.



Should any of the semi-annual or annual test results demonstrate, as determined by the Third Party Consulting Firm selected by the County and paid by ADS, that the groundwater from a well has been contaminated, ADS shall cause to be monitored the well(s) on a quarterly basis for the routine list of constituents in paragraph 10(d) and annually for the background list of constituents in paragraph 10(c) during the term of this Agreement. If ADS can prove that the well was not contaminated by the Property or the Expanded Landfill, the well monitoring frequency shall return to a semi-annual or annual basis for the routine list of constituents in paragraph 10(d).

**11. Contamination.**

If, at any time after the date that ADS first accepts waste at the Expanded Landfill and during the term of this Agreement any water supply well located within 1,500 feet of the perimeter of the Property or the Expanded Landfill is contaminated by the Landfill or Expanded Landfill or by the other operations on the Property or the Expanded Landfill, ADS agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours of notification to ADS from the owner of the contaminated well that the well, based upon the laboratory analysis and the engineering interpretation of samples submitted to an IEPA certified laboratory, has been so contaminated as determined by the County through its third party consulting firm. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them as set forth in Sections 3.63 and 3.65 of the Act and as set forth in the Class I groundwater standards in 35 Ill. Adm. Code 620.410. Should the aforesaid laboratory analysis show that water from any of the covered water supply wells exceeds the Class I groundwater standards and the background concentrations, that water supply well shall not be considered to be contaminated until 30 days subsequent to the date ADS is notified of the laboratory analysis. Immediately

thereafter, the obligations of this paragraph shall become applicable and ADS shall be obligated to provide an alternate potable water supply as required hereunder. During that 30 days ADS shall provide the owner of that well with bottled or trucked-in potable water. Within 30 days, the County's Third Party Consulting Firm shall resample the well and analyze the sample for the constituent(s) which exceed(s) the Class I groundwater standard(s) and the background concentration(s) as established in paragraph 10(c) of this agreement. If the constituent(s) exceed(s) the Class I groundwater standard(s) and the background concentration(s), the well shall be considered contaminated and the well shall continue to be monitored for the routine list of constituents in paragraph 10(d) on a semi-annual basis.

ADS shall not be responsible to provide an alternative potable water supply, nor shall it be responsible for monitoring any more frequently than semi-annually, for any wells that ADS can prove were not contaminated by the Property or the Expanded Landfill or by other operations on the Property or the Expanded Landfill. All expenses associated with the work performed by the County's third party consulting firm in accordance with this paragraph 11 shall be paid by ADS.

**12. Property Value Guarantee Plan.**

ADS agrees to comply with the program described as the "ADS Property Value Guarantee Plan" set forth in Attachment D hereunto and hereby incorporated by reference herein.

**13. Environmental Contingency Provision.**

In addition to the financial assurance requirements of the State of Illinois, ADS shall obtain the unconditional guarantee of its obligations hereunder from its corporate parent, on the form set forth in Attachment E and hereby incorporated by reference herein.

ADS shall also maintain an environmental pollution liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and Two Million Dollars

(\$2,000,000) for all losses for its Landfill or Expanded Landfill located in McLean County Illinois, naming McLean County, Illinois as an additional insured under the policy of insurance and shall provide the Regional Pollution Control Site Hearing Committee of the McLean County Board with a copy of the certificate of insurance in force and effect and annual proof in the form of an insurance certificate showing that coverage remains in force and effect in the amounts required naming McLean County, Illinois, as an additional insured.

**14. Cooperation with Economic Development Council (EDC) of Bloomington Normal, McLean County.**

ADS agrees to work with the EDC in using the Landfill and the Expanded Landfill as a means to help attract new commercial and industrial facilities to the County. This could include, at the County's request, ADS providing design and operating information on the Landfill and the Expanded Landfill and ADS offering a disposal agreement (terms to be negotiated on a case-by case basis) to these prospective businesses which secures the same guarantee of disposal capacity as is offered to the County.

**15. Host Benefit Fee.**

Commencing on the Effective Date of this Agreement, ADS shall pay to the County a Host Benefit Fee for Non-hazardous Solid Waste disposed at the Landfill or Expanded Landfill. It is also agreed that Pollution Control Waste is exempt from the Host Benefit Fee. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund. The Host Benefit Fee shall be calculated as follows:

- a. Beginning on the Effective Date of this Agreement, the Host Benefit Fee shall be \$5,000.00 per month or \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater.

- b. Beginning on the date ADS is granted the final, unappealable permits by the IEPA to develop the Expanded Landfill, the Host Benefit Fee shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later.

The Host Benefit Fees hereinbefore described shall be payable to the County on a monthly basis commencing on the 15th day of the month after this Agreement is executed, and thereafter on or before the 15th day of each month thereafter. Any Host Benefit Fee payment not received by the County by the above deadline shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee per month. Such late charges shall accrue per month or fraction of the month in which the payment is late.

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the ADS Property during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by ADS. The County shall be entitled to audit business records of ADS not less than on an annual basis to verify the amount of the Host Benefit Fee payments. ADS shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and such other business records the auditor may request to conduct the audit. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

**16. Compliance with Applicable Laws, Rules and Regulations.**

ADS warrants that it will at all times conduct its operations at the Landfill and the Expanded Landfill site in material compliance with all applicable laws, rules and regulations of the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by ADS with all applicable laws, rules and regulations; nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by ADS.

**17. County Duties or Responsibilities.**

The terms of this Agreement shall not be construed in any manner to impose upon the County any duties or responsibilities to provide any services or facilities to ADS beyond those which the County customarily provides to residents and businesses of a similar nature within McLean County.

**18. County Solid Waste Management Plan.**

The County shall include reference to this Agreement in its Solid Waste Management Plan and any modification thereto, provided its inclusion and the process by which it is included is consistent with the requirements of the Local Solid Waste Disposal Act and the Solid Waste Planning and Recycling Act.

**19. Indemnification.**

This Agreement does not create any legal relationship between ADS and the County (such as a joint venture or partnership) with regard to operation of the Landfill or the Expanded Landfill. Nor does the County undertake, by virtue of this Agreement, any responsibility or

liability for compliance with any laws, rules or regulations relating to the operation of said Landfill or Expanded Landfill or the depositing, storage or control of any wastes within the area of the Landfill or the Expanded Landfill. In the event that the County should be joined as a defendant in any legal action relating to the operation of the Landfill or the Expanded Landfill by ADS or alleging any environmental liability regarding the Landfill or the Expanded Landfill relating to such operation on the basis of this Agreement, ADS agrees to indemnify and save harmless the County from such liabilities or damages as may be claimed in said legal action, together with reasonable attorney's fees, expert fees and costs incurred by the County to defend itself against such legal action, except for actions involving the negligence of the County, its agents, employees or representatives or for actions not related to this Agreement.

**20. ADS' Waste Acceptance Policy.**

Notwithstanding the provisions of this Agreement, ADS has no obligation to dispose of any waste that does not satisfy ADS' waste acceptance policy. However, ADS specifically agrees to accept for disposal, at no charge, dead animal carcasses which originated on County highways and are delivered to the Landfill or Expanded Landfill by the County Highway Department.

**21. Amendment to Agreement.**

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

**22. Delivery of Notices.**

All notices under this Agreement, including notices required to be made to the Regional Pollution Control Site Hearing Committee or County Administrator shall be personally delivered or sent by certified mail to the Chairman of the McLean County Board, P.O. Box 2400,

Bloomington, Illinois, 61702-2400 and to ADS at 2112 West Washington Street, Bloomington, IL 61704 and all notices shall be effective upon receipt.

### **23. Landfill Design and Operation.**

ADS shall have sole design control over the Landfill and the Expanded Landfill during the life of the facilities, subject only to the right of the County to require that it be designed in compliance with all applicable federal, state, and local laws and regulations.

ADS shall operate the Landfill and Expanded Landfill in a manner to minimize the impacts on the surrounding land uses. More specifically, the following operating standards shall apply to the operation of the Landfill and the Expanded Landfill.

a. Excessive Wind.

ADS shall stop accepting waste subject to wind entrainment and will cover the active face during excessive winds. A wind speed indicator shall be located at the active face of the Landfill and the Expanded Landfill within 30 days of the Effective Date of this Agreement. Excessive winds are defined as one or all of the following:

- i. during tornado warnings as reported by the National Weather Service for McLean County, Illinois.
- ii. when sustained winds reach 35 mph.
- iii. when site operations are not able to control paper blowing off-site, in the opinion of the Director of the McLean County Building and Zoning Department.

b. Litter Control.

ADS shall erect and maintain a 6-foot high chain link perimeter fence. ADS shall utilize a sufficient number of temporary litter fences placed end to end to line the entire leeward side of the active face. ADS shall inspect the Property and the Expanded Landfill on a daily basis to insure litter is being adequately controlled and ADS shall

have sufficient manpower available to pick up windblown paper if excessive litter accumulates due to excessive winds.

c. Dust Control.

ADS shall use its best efforts to prevent dust from leaving the Landfill and Expanded Landfill. ADS agrees to promptly correct said dust problems when identified by the McLean County Building and Zoning Director and communicated to ADS by same.

d. Mud Tracking.

ADS shall provide and maintain a sufficient length of road on the Property and the Expanded Landfill to allow out-going trucks to reach a speed sufficient to aid in tire cleaning. ADS shall provide periodic cleaning of the paved main access to roads to the fill area to prevent accumulation of mud and fines.

e. Fire Protection.

To minimize the threat of fire at this facility, several steps shall be taken. This includes, but is not limited to, restricting public access, checking incoming loads for the potential for fire hazard, maintaining equipment, prohibiting smoking, and maintaining a gas detecting system. Instruction in fire fighting procedures shall be routinely provided for site personnel. Open burning shall be prohibited at the Landfill and Expanded Landfill.

The Landfill and Expanded Landfill shall maintain several types of equipment on-site that may be used in fire fighting efforts. Earthmoving equipment that is utilized on a daily basis for landfill operations may be used to move and apply cover material to smother fires. Cover material is readily available on-site for fire control purposes. The water truck, with full capacity, shall be available and on site to assist with fire control.



Water from the on and off-site retention basin locations shall be used as a supplementary source. Should a fire occur at the Landfill or Expanded Landfill, the burning material shall be removed to a pre-selected location away from the daily fill face and shall be segregated and smothered with clean soil. The Bloomington Township Fire Department shall be contacted by ADS if ADS personnel are unable to extinguish a fire. Emergency phone numbers shall be posted in the maintenance building and scale house. Radios shall be maintained on equipment and in the buildings for efficient communication.

The facility shall maintain a supply of fire extinguishers that can be utilized. These extinguishers shall be located in the maintenance building and scale house. Dedicated fire extinguishers shall be carried on the equipment at all times and can be utilized to control any small fire that may occur. Extinguishers shall be maintained in conformance with State and local fire codes and regulations.

f. Traffic Safety.

The transportation plan for the Landfill and Expanded Landfill utilizes the existing off-site roadways. It is expressly agreed by ADS that all vehicles entering and exiting the Landfill and Expanded Landfill shall have a gross weight not to exceed 73,280 pounds. These off-site roadways include Oakland Avenue. The traffic patterns of these public roads that access the facility have been analyzed and the operation of the Landfill has had a negligible effect on traffic in the site vicinity.

A combination of existing on-site all-weather roadways and newly constructed roadways are used for on-site traffic. The main entry roadway is located on Oakland Avenue. Fencing with a lockable gate restricts unauthorized access to the site. The main entry road located on Landfill or Expanded Landfill property shall have an all-weather surface from Oakland Avenue to the weight scale. The on-site road used for one- and

two-way traffic shall be a minimum of 10 to 20 feet wide, respectively. Also, all roadways shall be crowned to promote drainage. Mud tracking off-site is controlled by the travel distances from the active fill face to the County road and installation of rumble strips near the scale such that any loose mud shall be dislodged from the delivery vehicle prior to exiting the site. A sweeper shall be utilized to collect mud from on-site roadways and public roadways near the entrance, if necessary. Traffic signs are posted, where applicable, to assist vehicles with entering and exiting the facility, and accessing the active face. Only landfill and authorized personnel will be allowed into the Landfill and Expanded Landfill before or after operating hours. Trucks shall not be allowed to park on public roadways in front of or near the entrance. Arriving trucks must travel at least two truck lengths apart. All open trucks and trailers shall be tarped or covered and swept out at the active face prior to leaving the site. The drivers must come to a complete stop prior to exiting the main entrance. Drivers shall be periodically notified and reminded of the site procedures. Drivers who disregard these procedures shall be reprimanded and upon future infractions shall be denied future access to site.

g. Hours.

ADS shall accept waste Monday through Saturday at the Landfill and Expanded Landfill. Operating hours shall be no sooner than 6:00 a.m. and no later than 6:00 p.m. on Monday through Friday. Operating hours shall be 6:00 a.m. through Noon on Saturday. Exceptions may be made for declared emergencies, in which case the parties hereto shall abide by the rules and regulations of the Illinois EPA.

h. Noise.

ADS' landfill equipment shall have properly installed and operating manufacturer mufflers at all times.

#### **24. County Obligations.**

The County, provided that the Siting Application for the Expanded Landfill is approved, shall utilize its best effort to assist ADS in obtaining all necessary permits from the Illinois Environmental Protection Agency for the construction and operation of the Expanded Landfill.

#### **25. Force Majeure.**

The obligations with respect to the performance of this Agreement by either party (except for the payment of money, as explained further below) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Landfill or the Expanded Landfill; and any change in Law which has a material effect on the construction or operation of the Landfill or the Expanded Landfill, including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort to overcome the cause of cessation of services and to reopen the Landfill or the Expanded Landfill as soon as practicable after the cessation of the cause of suspension of services.

ADS' obligation with respect to the minimum \$5,000 Host Benefit Fee as required by Section 15(a) of this Agreement shall be suspended in the event that the IEPA does not timely complete review or grant ADS' permit application to develop, construct or operate the Landfill Expansion within the 180-day time period to do so pursuant to Section 39(a) of the Illinois

Environmental Protection Act, 415 ILCS 5/39(a). During the time of suspension, ADS shall pay to the County a Host Benefit Fee of \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month until IEPA grants a final, unappealable permit to ADS for its Landfill Expansion. Thereafter, the provisions of Section 15(b) of this Agreement shall take effect.

**26. Enforcement.**

The parties agree that either party shall have the right to enforce this Agreement by an action in McLean County Circuit Court. Each party agrees to notify the other party of any alleged violation or breach of this Agreement, in an effort to resolve the dispute without requiring suit in McLean County Circuit Court.

**27. Notice of Violation**

Prior to commencing any suit to enforce this Agreement, the complaining party agrees to give the other party reasonable written notice of any alleged non-compliance, whereupon the parties agree to make a reasonable effort to resolve the alleged violation or dispute to the mutual satisfaction of both parties.

If a material violation of this Agreement is not corrected by ADS to the satisfaction of the County, the parties agree that the County may seek any and all appropriate relief.

**28. Confidentiality**

The County shall not disclose or release any documents, records, or other information that constitutes proprietary or confidential business information of ADS, including, but not limited to, information regarding customers and pricing to any third parties unless ordered to do so by the Court. It is intended that disclosure of such information be limited to public officials in their official capacity with the County who have a need to review such information for purposes of enforcing this Agreement.

**29. Insolvency, Bankruptcy and Memorandum of Agreement.**

If ADS, or its successors and assigns for purposes of this Agreement, shall (1) at any time during the term of this Agreement have proceedings in bankruptcy instituted against it and be unable to pay its debts as they become due, or (2) if any execution or attachment of the Property or the Expanded Landfill shall issue against ADS, or its successors and assigns for the purposes of this Agreement, whereupon the Property or the Expanded Landfill shall be taken or attempted to be taken, or (3) a receiver or trustee shall be appointed for the Property or the Expanded Landfill, or (4) if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than ADS, or its successors and assigns for purposes of this Agreement, then, and in each of said cases, County, at its election may terminate this Agreement and be discharged from any future obligations of performance. The parties agree to execute and record a Memorandum of Agreement setting out the identities of the parties, the existence of this Agreement, and a description of the Property or the Expanded Landfill.

**30. Severability and Applicable Law.**

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois.

**31. Authority to Enter Into Agreement.**

ADS hereby represents and warrants that it is a valid and existing Delaware corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement. ADS agrees to provide the County with sufficient proof of said authorization which proof shall include

but not be limited to an appropriate corporate resolution authorizing the execution of this Agreement.

### **32. Agreement Review and Amendments**

This Agreement shall be subject to review every year from the Effective Date of this agreement, or any amended agreement, at the request of either party. This provision does not prevent the parties upon mutually agreeing at any time to discuss problems or any matters of interest or concern. The purpose of the annual reviews will be to discuss the status of this Agreement, or any amended agreement, and allow each party to suggest further amendments based upon a change in circumstances arising since the time of this agreement or any amended agreement.

### **33. Repeal of Tipping Fee Ordinance**

Upon execution of this Agreement, the County's Tipping Fee Ordinance and Agreement entered into by the parties hereto dated November 19, 1991, shall be repealed and rescinded respectively.

### **34. Termination**

This Agreement shall terminate on the earlier date of either of the following two occurrences:

1. a final unappealable decision, ruling, order or ordinance is issued denying siting approval of the Siting Application for the Expanded Landfill, or the period of time to appeal such decision, ruling, order or ordinance has expired; or
2. a final, unappealable decision, ruling or order is issued upholding the denial of a permit from the IEPA to develop or operate the Expanded Landfill, or the period of time to appeal such decision, ruling or order has expired.

Notwithstanding the provisions of Section 33, if the Agreement is terminated, the County shall have the right to reinstate and/or reenact its Tipping Fee Ordinance and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated on the first page of this Agreement.

**ADS OF ILLINOIS, INC.**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**COUNTY OF MCLEAN**

**BY:** \_\_\_\_\_

**Michael F. Sweeney  
Chairman, McLean County Board**

**ATTEST:**

**BY:** \_\_\_\_\_

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

**ATTACHMENT A**  
**DESCRIPTION OF PROPERTY**



EXPANDED FACILITY & WASTE BOUNDARY PLAN  
PLANS PREPARED FOR  
ADS / MLEAN COUNTY LANDFILL #2  
BLOOMINGTON TOWNSHIP, MLEAN COUNTY, ILLINOIS

DATE: MAY 2004  
PROJECT NO: 88-1206  
PAGE 1

ATTACHMENT

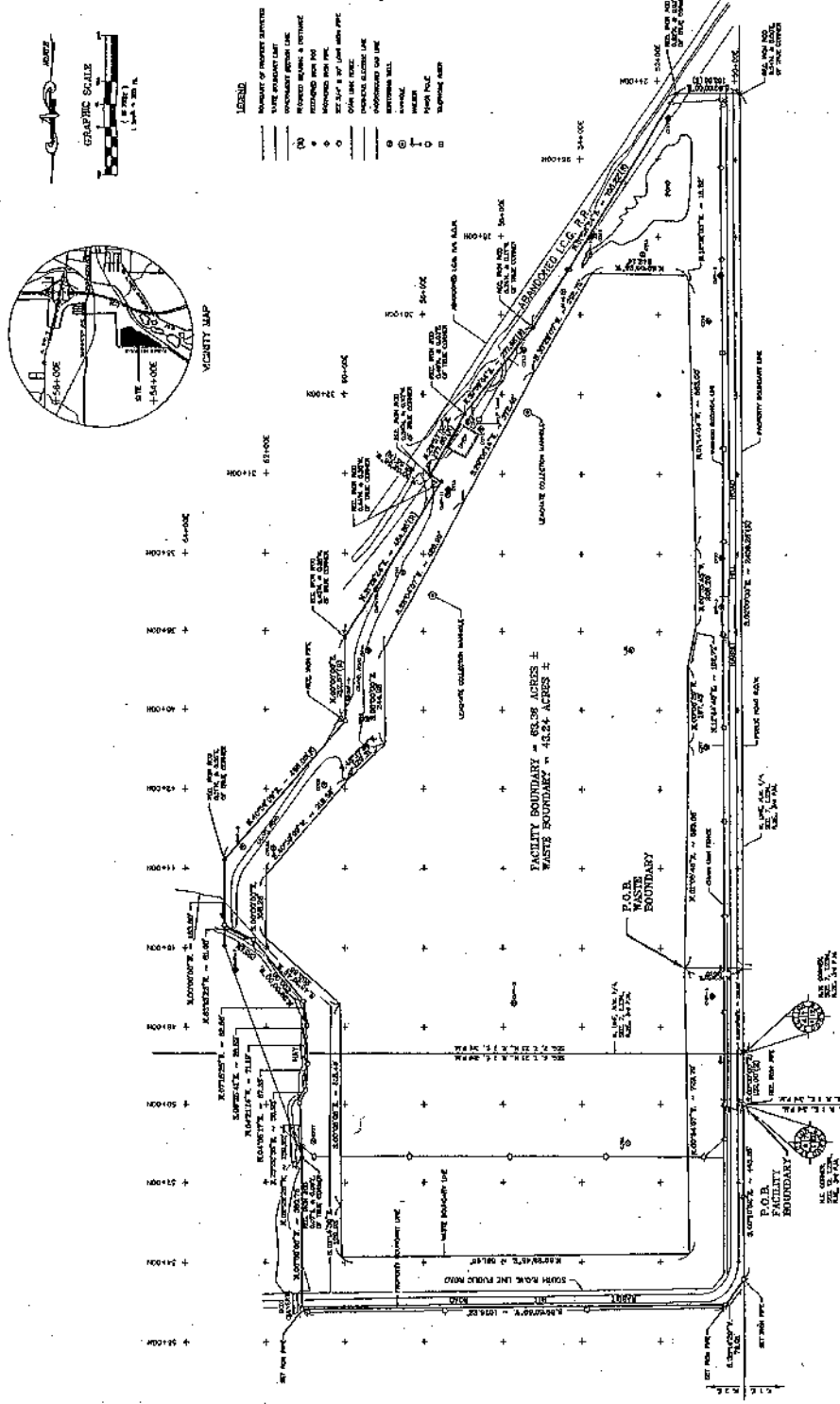
ANDREWS ENVIRONMENTAL ENGINEERING INC.  
3535 Mayflower Blvd., Springfield, IL 62707  
Tel (217) 787-2334 Fax (217) 787-9495  
Portia, IL • Warrsville, IL • Indianapolis, IN  
DESIGNED BY: N/A  
DRAWN BY: RJK



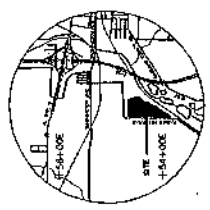
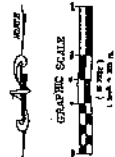
1. THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE PROPERTY OF ANDREWS ENVIRONMENTAL ENGINEERING INC. AND SHALL BE KEPT IN CONFIDENCE. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ANDREWS ENVIRONMENTAL ENGINEERING INC. THESE PLANS AND SPECIFICATIONS SHALL BE VOID WITHOUT THESE PLANS AND SPECIFICATIONS. THESE PLANS AND SPECIFICATIONS SHALL BE VOID WITHOUT THESE PLANS AND SPECIFICATIONS. THESE PLANS AND SPECIFICATIONS SHALL BE VOID WITHOUT THESE PLANS AND SPECIFICATIONS.

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- LEGEND**
- PROPERTY BOUNDARY LINE
  - FACILITY BOUNDARY LINE
  - WASTE BOUNDARY LINE
  - P.O.B. WASTE BOUNDARY LINE
  - ROAD
  - RAILROAD
  - UTILITY LINES
  - LOCAL COLLECTION LINES
  - PROPOSED NEW CONSTRUCTION
  - EXISTING CONSTRUCTION
  - EXISTING UTILITIES
  - EXISTING BUILDINGS
  - EXISTING PAVEMENT
  - EXISTING ASPHALT
  - EXISTING GRAVEL
  - EXISTING SAND
  - EXISTING SOIL
  - EXISTING VEGETATION
  - EXISTING WATER BODIES
  - EXISTING ELEVATION
  - EXISTING SPOT ELEVATION
  - EXISTING FINISH ELEVATION
  - EXISTING PROPOSED ELEVATION
  - EXISTING PROPOSED FINISH ELEVATION
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**ATTACHMENT B**  
**MCLEAN COUNTY LANDFILL SITE PLAN**



**ATTACHMENT C**

**PROCEDURES FOR DETERMINING REMAINING  
CAPACITY**

**and**

**THE ORIGIN OF WASTE**

## I.

### METHODOLOGY

Calculation of the remaining capacity of a landfill involves calculating the volume between the existing grades and the permitted top of waste grade. The landfill owner or operator must survey the landfill's existing grades at the end of each reporting period. Specific requirements for the reporting period, topographic maps, and calculations are detailed below.

Reported Period. The recommended reporting period is from January 1 to December 31. This provides for a simple calculation of the annual usage of airspace. However, it is not always possible to conduct surveys on these dates; therefore, this is not a hard deadline. In any event, the surveys should be scheduled so that they are approximately one year apart and the calculations can be completed before the IEPA's reporting deadline. The landfill owner or operator is required to report the exact dates when the surveys were performed.

Topographic Surveys and Maps. Topographic surveys may be conducted using aerial photogrammetry, traditional field surveying methods, or a combination of these two methods. If a previous topographic map exists, only those areas affected by landfill development and filling need to be surveyed. Regardless of the method used, the survey shall be accurate to within one foot vertically. The horizontal scale of the resulting topographic map shall be equal to or greater than 1-inch equals 200 feet. The maximum contour interval shall be two feet. Aerial photogrammetry shall be used at least every 5 years. All topographic maps shall show the permitted limits of waste placement and the actual date of the aerial or field survey. Areas that exceed permitted horizontal and vertical limits shall be highlighted and noted on topographic maps.

The topographic maps showing the existing and previous grades will have to be modified to account for all permitted areas that are undeveloped, all stockpiles on the landfill, and any other features that could affect the remaining capacity calculations. The modifications are made by blending the contours of the topographic maps to those on the facility's design drawings. In all, three topographic maps will be used. These include: 1) grades at end of previous reporting period (and the beginning of the current reporting period); 2) grades at end of the current reporting period; and, 3) grades of the permitted top of waste surface. These three maps will be used to calculate the volume of airspace consumed over the reporting period and the volume of airspace remaining at the landfill. In theory, only the second map will need to be generated as the other were prepared for previous reports.

Airspace Calculations: Two volumes will be calculated. First, the airspace consumed over the reporting period is calculated by determining the difference between the grades of the top of waste (or the permitted base grades for undeveloped areas) at the start of the reporting period and the grades of the top of waste at the end of the reporting period. Second, remaining airspace is calculated by determining the difference between the grades of the top of waste at the end of the reporting period and the grades of the final top of waste surfaces.

Volume calculations can be performed using manual or computer methods. A typical manual method is an end-area cross section method. If this type of method is chosen, the distance between cross sections shall be sufficiently spaced to calculate the desired volumes.

A computer method may also be used to calculate volumes. If the topographic maps are in a CAD format, many software packages will calculate the difference between two surfaces. The difference between the two surfaces will be the airspace calculations. It is important that

any adjustments to the calculations or maps be made before finalizing the resulting calculations. These adjustments must be thoroughly documented in the submittal.

Whichever method is chosen, the landfill owner or operator shall attach all calculations and assumptions to the remaining capacity submittal to demonstrate the airspace volumes are correct.

Gate Receipt Calculations. Gate receipt calculations are important to show how much waste can be placed in the landfill on an as-received basis. The owner or operator is required to submit calculations demonstrating the total volume of all wastes accepted at the landfill during the reporting period. The total volume of all waste (including fee-exempt wastes) accepted during the reporting period shall coincide with the volumes and tonnage reported along with the host fee submittal. If the landfill is equipped with scales and the host fee is reported in tons, the as-received waste density in tons per cubic yard shall be submitted.

## II.

### WASTE ORIGIN

For purposes of determining the volume of the reserved disposal capacity actually utilized during any calendar year for waste originated from within the County pursuant to Section 6 of the Agreement, ADS shall provide the County with the volume it has determined was disposed that originated from within the County during any calendar year. ADS' determination shall be based upon computer-generated records maintained by ADS which identify each load by waste hauler and volume of waste disposed by that hauler, along with ADS' knowledge of the waste hauler's current and historic collection practice and geographic location covered by such collection practice. The County shall be entitled to review the

computer-generated records at ADS not less than an annual basis to verify the information provided by ADS. ADS shall make available to the County the scale tickets, and such other business records the auditor may request to conduct the review. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.



**ATTACHMENT D**  
**PROPERTY VALUE GUARANTEE PLAN**

## ADS PROPERTY VALUE GUARANTEE PLAN

As a condition of the Host County Agreement with McLean County, which is incorporated by reference herein, ADS agrees to provide the following Property Value Guarantee Plan.

### I. Definitions

A. The definitions of the terms defined in the Host County Agreement are to be utilized in interpreting this Plan.

#### B. Additional definitions.

1. "Application" means the application provided by ADS and completed by an Owner which is used to determine the eligibility of the Owner's Property under the Guarantee.

2. "Appraiser" means a properly licensed appraiser by the State of Illinois.

3. "Guarantee Certificate" means the certificate provided by ADS to an Owner establishing the Value of Property.

4. "Guarantee Plan" means the Property Value Guarantee Plan of ADS set forth in this document.

5. "Loss" means the difference between the Value at Sale and the Value shown on the Guarantee Certificate.

6. "Occupied Dwelling" means a permanent building that is currently being used on a regular basis for human habitation.

7. "Owner" means the legal entity, individual or individuals holding title to any Property or the legal entity, individual beneficiary or beneficiaries of a trust which holds title to any Property on the effective date of the Host County Agreement.

8. "Property" means real property eligible to qualify for the benefits of this

Property Value Guarantee Plan. Property includes land, but only existing structures as well as improvements and additions to those existing structures.

9. "Realtor" means a person licensed by the State of Illinois to sell real estate.

10. "Sale of Property" means the transfer of the ownership of an Owner where the Owner is willing to sell and the Purchaser is willing to purchase the Property in an arms length transaction at a certain price.

11. "Value" means the fair market value of a Property evidenced by the Guarantee certificates as of the date of the Guarantee Certificate.

12. "Value at the Sale" means the fair market value of a Property at the time of Sale.

## **II. Eligibility for the Guarantee Plan**

Each Owner of real property of record, prior to the date ADS is issued an IEPA Permit to construct the Expanded Landfill, which is located within the area identified as being within one quarter mile of the Expanded Landfill, is eligible to qualify for the benefits of this Guarantee Plan with respect to the Owner's Property, provided there is an Occupied Dwelling on the real property that is within one quarter mile of the Expanded Landfill, subject to the terms and conditions stated in this Property Value Guarantee Plan and subject to such Owner's compliance with the requirements of this Property Value Guarantee Plan.

## **III. Procedure for Qualification**

### **A. Application.**

Within 60 days of the beginning of the permitted operation of the Expanded Landfill, ADS shall send, by certified mail, an Application to each taxpayer of record as determined by the authentic tax records of the County in which the real property is located for the real property

located within the area identified as being within one quarter mile of the Expanded Landfill. An Application shall be completed by the Owner and returned to ADS by the date specified in the Application which shall be no sooner than sixty days after the Application is mailed by ADS. Any owner failing to complete and return the Application within the specified time period will not qualify for the Property Value Guarantee Plan.

**B. Determination of Value.**

1. After receiving a completed Application from an Owner, ADS shall arrange for an Appraisal of the Property by an Appraiser to determine the Value of the Property. ADS shall make a copy of the Appraisal available to the Owner.

2. If an Owner disagrees with the Value of the Property as determined in the Initial Appraisal, the Owner may arrange for a second Appraisal at the Owner's expense, which Appraisal shall be completed by an Appraiser within 30 days of the Owner's receipt of the initial Appraisal. The Owner shall send Appraisal to ADS within two weeks of its completion. If the difference between the Appraisals is five percent (5%) or less of the greater Appraisal, the Value shall be the average of the two Appraisals. If the difference between the two Appraisals is greater than five percent (5%) of the greater Appraisal, then a third Appraisal shall be conducted by an Appraiser chosen jointly by the Owner and ADS and shall be completed within 90 days of the Owner's receipt of the initial Appraisal. The Value shall be determined from the third Appraisal. The cost of the third Appraisal will be shared equally by ADS and the Owner.

**C. Guarantee Certificate.** After determination of the Value of the Property, ADS shall send to the Owner a Guarantee Certificate which establishes that the Owner has qualified for the benefits of the Property Value Guarantee Plan and is entitled to compensation for any Loss directly attributable to the operation of the Expanded Landfill.

**D. Revised Value.** Upon request of an Owner, ADS will conduct a new Appraisal of the Property at ADS's expense if: (i) seven (7) years have elapsed since the issuance of a Guarantee Certificate with respect to the Property, (ii) at least \$10,000.00 in improvements to the Property have been documented, which improvements shall be of the type which would increase the tax basis of the Property under the Internal Revenue Code, and (iii) a copy of receipts or other written documentation for the improvements have been provided. Upon completion of the revised Appraisal, the Value of the Property will be adjusted and a revised Guarantee Certificate will be issued. If the Owner disagrees with the revised Appraisal, the procedure described in Section B.2 above shall be available to the Owner.

#### **IV. Benefits Provided by the Guarantee Plan**

An Owner who has qualified under the terms of the Guarantee Plan and received a Guarantee Certificate shall receive compensation from ADS for the portion of any Loss directly attributable to the operation of the Expanded Landfill based upon the initial determination of value as outlined above. Compensation paid by ADS will be equal to the portion of the Loss directly attributable to the past and current operations on the Expanded Landfill. The Guarantee Plan does not provide benefits for any Loss which is not directly attributable to the operation of the Expanded Landfill.

#### **V. Owner Agreements**

To be eligible to receive benefits under this Guarantee, an Owner shall:

1. Notify ADS in writing within two weeks after listing the Property for sale with a Realtor for 180 days;
2. Notify ADS in writing within one week of the receipt of an offer to purchase the

Property and include a copy of the terms of the offer signed by the potential buyer.

3. Accept any bona-fide offer during the 180 day listing period in which the Value of Sale meets or exceeds the Value of the Property.

4. If the Owner desires to accept an offer for less than the Value of the Property at any time, he or she shall first give to ADS the right, but not the obligation, to at any time within 30 days from its receipt of such notice to purchase the Property at the price offered by such other party; and

5. Permit ADS, its agents or employees the right to appraise the Property.

6. If ADS does not exercise its right under subsection V(A)(4); notify ADS in writing within one week of the execution of a contract to sell the property and include a copy of the contract.

## **VI. Claims Procedure**

**A.** To be eligible for benefits under this Guarantee, the Owner must comply with the following claims procedure.

1. An Owner shall make a claim for benefits within 90 days of the closing of the sale of Property.

2. A Claim for benefits shall be filed with ADS and shall include a copy of a valid Guarantee Certificate, evidence of the Value of Sale and a report by an Appraiser demonstrating that the Loss in Value was directly attributable to the operation of the Expanded Landfill.

**B.** ADS may conduct its own Appraisal by an Appraiser to verify the Value at Sale and to determine the cause of any Loss.

**ATTACHMENT E**  
**ENVIRONMENTAL CONTINGENCY FUND**  
**GUARANTY**

This Environmental Contingency Fund Agreement (the "Guaranty") is made and entered into by and between McLean County, Illinois ("County") and ADS of Illinois, Inc. ("ADS") as part of the Host County Agreement (the "Agreement") with ADS to which this Guaranty is attached. This Guaranty is to be interpreted and constructed in a manner consistent with the Agreement and the defined terms contained in the Agreement are utilized in the construction and interpretation of this Guaranty. The Agreement is incorporated by reference herein.

In addition to the financial assurance requirements of the State of Illinois applicable to waste facilities of this type and kind, beginning on the Effective Date of the Agreement and continuing for a period of thirty (30) years subsequent to IEPA-certified closure of the Landfill or Expanded Landfill, whichever occurs later, ADS hereby agrees to provide up to \$1 million in the event ADS breaches and fails to cure any of its obligations within such time limits as may be contained in the Agreement or as may be reasonably imposed by the County in a notice served upon ADS by the McLean County Health Department (the "Health Department") for the investigation and remediation of (a) any release or substantial threat of release of a substance defined as hazardous pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C., Section 9601, or pursuant to the Act and the regulations adopted thereunder ("Hazardous Substance") from the Landfill or the Expanded Landfill into the environment; or (b) any other conditions or occurrences subsequently caused by ADS' operations on the Landfill or the Expanded Landfill which create circumstances of substantial danger to the environment or to the public health, safety or welfare. Such notice from the Health Department shall include a copy of the investigation or, in the absence of a written investigation report, an adequate description of the factual circumstances at the Landfill or the



Expanded Landfill triggering ADS' obligation and/or remediation required to be performed by ADS and an opportunity for ADS to perform such remediation within a reasonable time. The County shall have the right to call upon ADS to perform this Guaranty, but only in the event that ADS fails, without legal cause rising to the level of a defense to an action brought by or on behalf of the United States Environmental Protection Agency or by the IEPA, to provide such remediation. The County shall have the right to obtain from the McLean County Circuit Court, in the Court's discretion, an Order allowing the County to call upon ADS to perform pursuant to this Guaranty for the purposes set forth herein.

The County's right to call upon this Guaranty shall be in addition to any enforcement rights the County may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

**COUNTY: McLean County, Illinois**

**OPERATOR: ADS of Illinois, Inc.**

By: \_\_\_\_\_  
**Michael F. Sweeney, Chairman  
McLean County Board**

By: \_\_\_\_\_  
**Its President**

By: \_\_\_\_\_  
**Peggy Ann Milton, Clerk of the  
McLean County Board**

(Seal)

Members Gordon/Rackauskas moved the County Board approve a Request for Approval of a Host County Agreement with American Disposal Services of Illinois, Inc. Member Gordon stated the following: I would like to turn it over briefly to Mr. Ruud for a summary for Board Members of what was involved as it pertains to the expansion of the existing land fill in McLean County. Mr. Ruud stated the following: seven months ago we were contacted by the American Disposal Company which operates the McLean County Landfill. They let us know that they were intending to file an application for a small expansion and wanted to know if we wanted to enter into a Host County Agreement which is now allowed under Illinois Statute. That is an agreement in advance of the application being filed where we extract certain guarantees from the company if and only if the application is later acted upon and approved. Included in that agreement package is the ability to extract a host fee. Currently our tipping fee from the landfill is \$1.27 per ton. What we were able to negotiate over the last seven months is double our money. We will now be receiving \$2.54 per ton and a minimum payment of \$15,000 per month when there is final approval by the Board and the EPA. Down the road, if all goes well, then the County will double its money and in addition there will be no restriction on that money. It will be General Fund money. The agreement also guarantees seven years of guaranteed waste disposal water monitoring at the expense of American Disposal, property value guarantees, a plethora of guarantees with respect to public health, safety, and welfare and free carcass removal from our County highways. Member Renner asked the following: who is going to monitor this? They are giving guarantees. How are we going to monitor that? Mr. Ruud stated the following: by contract they are to perform in accordance with the terms that we would then monitor, the Health Department, the County Administration, or through my office and the courts if necessary. Member Renner asked the following: just as another clarification, if \$15,000 is the total that would that be another \$7,500 - correct? Mr. Ruud stated the following: that is a minimum per month or \$2.54 per ton - whichever is more. Member Renner stated the following: that's the total fee and currently we are getting about half that. Mr. Ruud stated the following: we are getting exactly half, \$1.27 per ton. I want to make sure the record is clear that by approving the entry into this Host County Agreement we are not approving the landfill expansion. That will come later after the application is filed and after extensive public hearing. This in no way impacts on your ability to have a hearing on this matter down the road. Member Segobiano stated the following: I thought that one of the discussions which took place in Committee hearing was in regards to what the \$1.27 is now allocated to and where the doubling of the fee is going to go if this agreement is approved. It is designated to go to the General Fund with no recommendation at this point so I think we need to place ourselves on notice if we wish for the current program to continue. That is certainly going to come at budget time but this recommends the entire \$2.54 goes to the General Fund. Is that true? Mr. Zeunik stated the following: yes that is correct. The distinction between the host fee agreement which is before you this morning and the tipping fee which is set forth in Illinois law is that the \$1.27 per ton goes into a dedicated solid waste management fund and is available to use for the solid waste management program. The Board should understand that even though this money,

pursuant to the host fee agreement comes into the General Fund, the County Board still has statutory requirement as it relates to solid waste management. There are requirements in law that we must carry out and a portion of the post fee that we will receive will need to be allocated to meet those statutory requirements. Those statutory requirements include, among other things, annual reports submitted to the State on the percentage of recycling that is going on in our community, updating every five years our solid waste management plan and certain other educational programs which we are required by law to provide to citizens in McLean County, through schools and other local governments, to increase and meet or exceed the minimum recycling rate which is set forth in the law. Member Owens stated the following: it looks like a win-win situation for the County. Several months ago American Disposal raised their dumping fees. Do we have any idea what kind of impact that will have for the businesses that use that service? I know that it probably will have to go up but do we know to what extent? Right now it is getting pretty steep. Mr. Ruud stated the following: we don't know now but I am sure we will when we have our public hearings and that evidence is presented. Member Gordon stated the following: one quick question in response to what the County Administrator just said. Is it an accurate understanding that the \$1.27 tipping fee that has been dedicated to this point for the solid waste management fund adequately underwrites the various required activities that you have just mentioned? Mr. Zeunik stated the following: yes it has. There have been a series of years when American Disposal did not accept waste at the landfill. They limited the amount of waste going into the landfill and during those years the amount of revenue being received decreased significantly. What we had to do in those years was the Solid Waste Management Committee basically recommended to the Board that the program be scaled back to the point that we were doing the minimum requirement set forth in State law. Several years ago, American Disposal reopened the landfill and began accepting fairly significant municipal waste stream and the tipping fee revenue went up. In our best year it exceeded \$175,000. During that time the program was able to expand and we were able to begin doing more things than just what is required in State law. Those decisions are policy decisions that come from two sources, basically the Solid Waste Management Technical Committee which this Board created meets and reviews the different programs the different ideas that both municipalities as well as schools have and then a recommendation comes to Committee and to the Board and the Board ultimately makes the decision as to how those moneys will be spent. Member O'Connor stated the following: will there be any money left after all the programs or whatever that will go into the General Fund for other County projects? Mr. Zeunik stated the following: yes, I would expect that there would be, you can anticipate during the years when the landfill was open we were operating a solid waste management program that was in the range of \$150,000 to \$170,000 in terms of meeting our statutory requirements as well as funding other programs for schools and municipalities. With the fee going up from \$1.27 to \$2.54 if the waste stream going into the landfill is projected to be equal to what it was say two years ago then we would anticipate that the additional revenue would be in the neighborhood of \$170,000 to \$180,000 above and beyond what is committed to the solid waste

## COUNTY ADMINISTRATOR'S BUDGET MESSAGE

September 21, 2004

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

In accordance with the Resolution Establishing the Budget Policy for Fiscal Year 2005 adopted by the McLean County Board on May 18, 2004, and in accordance with Chapter 55, Section 5-61001 of the *Illinois Compiled Statutes* (2002), I respectfully submit for your review a balanced budget for funding McLean County government's programs and services during Fiscal Year 2005. The Recommended Budget has been balanced within each fund using revenues projected to be available to the County during Fiscal Year 2005.

The preparation of the Fiscal Year 2005 Recommended Budget illustrates three public policy principles that define County government in Illinois. First and foremost, as I have noted in nearly every Budget Message that I have presented to the Board, County government in Illinois acts as the "Agent of the State." Second, the limited powers of non-home rule County governments in Illinois make it very difficult for County government to adapt and respond during difficult economic times. Third, the public policy decision-making process facing County government might best be compared to an equilateral triangle. That is, all three sides of the triangle must be present to adequately support or balance the triangle. During the weeks of preparation of the Fiscal Year 2005 Recommended Budget, each of these principles was tested time and time again.

The basic governing principle in 101 of Illinois' 102 counties, including McLean County, is that County government exists and derives its authority as an "Agent of the State." Therefore, the powers, duties and responsibilities of County government are expressly limited by statute. County government exists to provide services that are largely extensions of State government. In fact, nearly all of the programs and services of McLean County government can be listed in one

of the following five categories: Record-keeping, Assessment and Collection of Property Taxes, the Civil and Criminal Justice System, Transportation, and Public Health and Welfare. Each of these five categories describes specific duties and responsibilities that State government has charged County government with the responsibility to carry-out on behalf of the State. In every one of these five categories, the State has also imposed specific mandates on County government that further define the County's responsibilities in these areas. On its own initiative, the County Board has very limited opportunities to modify or remove services that are delegated to County government by the State. Many of the programs and services offered by County government are "indirect" general government services that are provided for the benefit of all the citizens, though all of the citizens may not use many of the services provided by County government. As general government services, many of the County's programs and services do not lend themselves to a "pure" cost accounting analysis and a "fee for service" schedule. Therefore, in the County's governmental funds, County government remains largely dependent on two primary sources of revenue – the property tax levy and the local intergovernmental share of State collected income, personal property replacement, and sales taxes.

As an "Agent of the State" and as a non-home rule County, McLean County government has very limited powers. The limitations imposed on County government make it especially difficult to quickly adapt or modify the County's revenue stream during difficult economic times. For example, County government is permitted to levy a property tax to support 20 separate programs and services. Of the 20 separate property tax levies, 11 have a maximum tax rate limit that is set forth in State law. County government cannot exceed the maximum tax rate limit in these funds. The only means available to County government to change the maximum statutory property tax rate in any one of these 11 funds is by referendum or legislative action by the General Assembly. On its own initiative, the County Board has limited authority to increase the fees charged in certain County offices and departments. As you will recall, as a part of the fiscal year 2004 budget, certain fees charged by the Circuit Clerk were increased for the first time since 1977. In order to raise the Circuit Clerk's fees, the General Assembly had to adopt enabling legislation giving County Boards the authority to increase these specific fees. For many of the user fees assessed by County government, State law requires that an independent cost study be completed prior to increasing any fee. The cost fee study determines the maximum fee that can legally be charged.

The County Board does not have the authority to increase the County's share of the sales tax, which is currently 1% in the unincorporated areas and 1/4 of 1% in the incorporated cities, towns, and villages. Under current State law, the County Board may only increase the County's share of the sales tax by placing the Public Safety Sales Tax referendum on the ballot of a general County-wide election. The County Board does not have authority to levy a separate utility tax or a cable television tax or an amusement tax on tickets. And, when the State's economy suffers during an economic recession, then the County's share of State income tax and personal property replacement tax revenues declines or, at best, remains flat. Further complicating the financial picture for County government is State government's budget. With fewer State revenues flowing into the State's coffers, the State reduces the amount of reimbursement due to local government for salaries and other expenses that are supposed to be 100% reimbursed by State funds.

The public policy dilemma for County government can be vividly illustrated by the example of the equilateral triangle. For the political scientists and public policy professionals, this analogy is best described and documented in the book, *Creating Public Value*, by Mark Moore, Guggenheim Professor of Criminal Justice and Public Management at Harvard University. Think of each side of the triangle as representing one of three critical strategies that must be present to effectively and successfully address public policy issues. One side of the triangle represents the value of a specific public policy, service provided, or new program initiated by County government. All public policy issues, including all of the various programs and services provided to the citizens, must be substantively valuable to the governing body, the citizens served, and those who may benefit from the program. Substantive value also means that benefits provided by the program or service are offered in a "cost-effective" manner. The second side of the triangle represents the legal and political authority to carry out a specific public policy, provide a service to constituents, or initiate a new program within an office or department. As an "Agent of the State," County government is limited by statute as to the various programs and services that can be provided. This side of the triangle legitimizes and authorizes the specific programs provided by County government through the commitment of political capital and budgeted dollars. Finally, the third side of the triangle represents the administrative and operational analysis needed to perform a certain program or provide a specific service. Assuming that a program has value and the commitment of political leadership and budgeted dollars, if the program cannot be successfully accomplished, then the public policy strategy will fail. Assuming that a program or service has value and the administrative resources necessary to carry out the program, if the program lacks the commitment of

political capital and budgeted dollars, then the public policy strategy will fail. Today, County government is facing the challenge of trying to provide mandated State services and local programs and services during a time when the available financial resources are shrinking. And, even when the County Board finds substantive value in a specific public policy initiative and expresses strong political support for such an initiative, the ability to commit budgeted dollars is severely limited by State mandates and new State laws that further erode County government's limited property tax base, which, in Illinois, is still the primary revenue support for the County's general government programs and services.

Public Act 93-0715 (introduced as Senate Bill 2112) is a classic example of how a proposed benefit to individual homeowners and senior citizens to reduce the growth in property taxes actually results in a revenue decrease for County government and all non-home rule governments. In addition, the impact of this law on the County's equalized assessed valuation base drives up the County's overall property tax rate when the total property tax levy increases by just 3.15%. Public Act 93-0715 increases the general homestead exemption from \$3,500 to \$5,000 and increased the Senior Citizen exemption from \$2,000 to \$3,000. In McLean County, 37,722 homestead exemptions translate into a loss in the adjusted equalized assessed valuation base of \$56,583,000. And 7,297 senior citizen exemptions results in a further loss of \$7,297,000 in the adjusted equalized assessed valuation base. Overall, for McLean County government, the impact of this new State law on the Fiscal Year 2005 Recommended Budget is a loss of \$63,880,000 in the adjusted equalized assessed valuation base. In the County's General Fund, this reduces the amount of property tax revenue that the County can raise by \$159,668.00. This loss of revenue in the General Fund is not easily replaced since the County Board has very limited authority to increase other revenue sources. For fees that the Board has authority to determine and set by ordinance, it is not possible to increase those fees by an amount sufficient to replace this revenue. Neither the market demand for these services nor the current utilization rate will generate sufficient revenues to offset this loss. For those 20 County funds that are authorized to levy a property tax, Public Act 93-0715 results in a loss of \$605,180 across all funds in property tax revenues! Simple arithmetic proves that when you decrease the denominator and increase the numerator in basic division, the product is a higher number. Public Act 93-0715 reduced the denominator in the property tax extension calculation by nearly \$64 million. Thinking about the equilateral triangle analysis of public policy strategy, here is an excellent case study illustrating how difficult public policy decisions must be made when the financial resources and administrative/operational feasibility are not present.

To assist with the preparation of the Fiscal Year 2005 Recommended Budget, the Supervisor of Assessments prepared an estimate of the County's equalized assessed value for property tax assessment year 2004. The projected equalized assessed valuation of \$3,057,000,000.00 represents an increase of 4.87% over the prior year. In tax assessment year 2002, the farmland assessed value decreased by 10%, in accordance with the State formula used to value farmland. In tax assessment year 2003, farmland assessed value decreased again by 10%. For the Fiscal Year 2005 Recommended Budget, the average cropland equalized assessed valuation per acre is projected to decline from \$235 per acre to \$212 per acre, which is a 10% decrease over the prior year. As a percentage of the County's total equalized assessed valuation, farmland accounted for 8.6% of the total in tax assessment year 2003. Residential properties accounted for 63.9% of the County's total equalized assessed valuation. Commercial/industrial properties accounted for 27.5%.

The historical growth in the County's total equalized assessed valuation over the past 10 years -- from \$1.65 billion in property tax year 1994 to \$3.05 billion in property tax year 2005 -- has enabled County government to levy and appropriate funds needed for the programs and services provided by those County funds authorized to levy a property tax. With the enactment of Public Act 93-0715, the growth in the County's adjusted equalized assessed valuation has been cut by 51%. This significant reduction in the base of the County's primary revenue source severely limits the growth in spending on existing programs and services and makes it very difficult to propose new programs and services. Even though the property tax is viewed as a local tax established to support local government, Public Act 93-0715 is one more example of how changes in one facet of Illinois' complex property tax system -- a change intended to benefit property owners -- can have a significant negative impact on the local governments of those same property owners.

The following table illustrates the dollar increase and percentage increase in the County's equalized assessed valuation from 1990 through 2004.



McLean County Equalized Assessed Valuation: Property Tax Year 1990-2004

<u>YEAR</u>	<u>EQUALIZED ASSESSED VALUATION</u>	<u>AMOUNT OF INCREASE</u>	<u>% CHANGE</u>
1990	\$ 1,195,433,142.00	\$ 92,341,915.00	7.72%
1991	\$ 1,287,775,057.00	\$ 10,958,947.00	0.85%
1992	\$ 1,298,734,004.00	\$ 98,757,152.00	7.60%
1993	\$ 1,397,491,156.00	\$124,773,593.00	8.93%
1994	\$ 1,522,264,749.00	\$128,015,845.00	8.41%
1995	\$ 1,650,280,594.00	\$158,920,528.00	9.63%
1996	\$ 1,809,201,122.00	\$139,802,240.00	7.17%
1997	\$ 1,949,003,362.00	\$106,059,174.00	5.44%
1998	\$ 2,055,062,536.00	\$238,660,151.00	13.80%
1999	\$ 2,338,722,687.00	\$136,427,818.00	5.83%
2000	\$ 2,475,150,505.00	\$152,723,914.00	6.17%
2001	\$ 2,627,874,419.00	\$142,451,304.00	5.76%
2002	\$ 2,770,325,723.00	\$144,629,375.00	5.22%
2003	\$ 2,914,955,098.00	\$142,044,902.00	4.87%
2004 Estimate	\$ 3,057,000,000.00		

Typical of most non-home rule local governments, the property tax levy remains the County's single largest source of revenue. For 11 of the 20 County funds that are authorized to levy a property tax, statutory maximum tax rates limit the County's ability to increase the property tax levy amount. In those County funds that rely entirely on the property tax levy as their sole source of revenue, the combination of a statutory maximum tax rate plus the projected increase in the County's equalized assessed valuation determines how many dollars can be raised to support County programs and services. In fiscal year 2005, Public Act 93-0715 further limits the amount of funds that can be raised from the property tax levy.

The Resolution Establishing the Budget Policy for Fiscal Year 2005 sets forth the following policy statement on setting the County's total property tax levy and the estimated property tax rate:

"Real property taxes and all other 2005 revenue shall be sufficient to meet the required expenditures for Fiscal Year 2005, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2005, the County Administrator shall make every effort to hold the 2004 County overall tax rate as close to the 2003 County overall tax rate as possible."

In preparing the Fiscal Year 2005 Recommended Budget, this section of the Board's Adopted Budget Policy Resolution is the basis for preparing an estimate of the County's equalized assessed valuation for the 2004 property tax bills due and payable in September, 2005. Illinois law permits the County Board to set the individual property tax levy for each County fund at any dollar amount that the Board determines is necessary to meet the County's operating expenses in Fiscal Year 2005. However, when the County Clerk's Office computes the property tax extension for each County fund, the statutory maximum rate limitations that apply in 11 of the funds will determine how much property tax revenue can actually be raised.

The Fiscal Year 2005 Recommended Budget has been prepared based on a projected increase of 4.87% in the County's equalized assessed valuation. The 2004 equalized assessed valuation (the "EAV") is projected to grow by \$142,044,902.00 to a total of \$3,057,000,000.00. This estimate of the County's 2004 EAV continues the trend over the last five years during which time the County's EAV has averaged a 5.57% increase. The most significant change in fiscal year 2005 is the impact of Public Act 93-0715 on the County's adjusted equalized assessed valuation. The adjusted EAV accounts for the various exemptions -- for example, general homestead exemptions, senior citizen exemptions - and the increases in the assessed value in the County's tax increment financing districts. The 2004 adjusted EAV is projected to grow by just \$60,308,216.00 to \$2,763,845,000.00, which is an increase of just 2.23% over the prior year. As noted earlier, Public Act 93-0715 reduced the County's adjusted EAV by \$63,880,000.00. Absent Public Act 93-0715, the

County's adjusted EAV would have increased \$124,188,216.00, an increase of 4.59%. With one stroke of the Governor's pen, signing Senate Bill 2112 into law, McLean County government lost 51% of the projected growth in the adjusted EAV.

The proposed 2004 property tax levy for all County funds totals \$26,176,392.00, which is an increase of \$796,447.00 or 3.14% over the adopted 2003 property tax levy. For the Fiscal Year 2005 Recommended Budget, the combined overall County property tax rate is projected to total \$0.94710 per \$100.00 of equalized assessed value. The projected property tax rate is \$0.01026 higher than the County's 2003 overall tax rate. For the property taxpayer who lives in a home with a fair market value of \$150,000.00, that portion of the property tax bill attributable to McLean County would total \$473.55, which represents an increase of \$5.12 over the 2003 property tax bill. For your review and consideration, a Table listing the individual property tax levy for each County fund and the projected property tax rate has been included in the exhibits before the County Board departmental budget. For comparative purposes, it is worth noting that absent Public Act 93-0715, the County's overall property tax rate would have decreased \$0.011 to \$0.92584.

Illinois' slow economic recovery continues to impact the State's revenues. Central Illinois has experienced firsthand the economic impact of plants closing and other plants cutting the number of jobs. The Maytag appliance manufacturing plant in Galesburg has been closed. Just within the last week, Mitsubishi finalized plans to eliminate the plant's second shift and reduce employment at the plant by 1200 jobs. The State's seasonally adjusted unemployment rate in August remained unchanged at 6.1%, higher than the National rate of 5.4%. In McLean County, an unemployment rate of 3.3% was the second lowest rate in the State.

In the Fiscal Year 2004 Adopted Budget, revenue from the State Income Tax and the Personal Property Replacement Tax were budgeted at reduced levels. The Retailers' Occupation Tax (sales tax) revenue was budgeted to increase just 2.6% over the prior year. According to the Treasurer's month-end financial reports, County government's share of the Retailers' Occupation Tax, State Income Tax and Personal Property Replacement Tax are tracking on budget. Through August 31st, Retailers Occupation Tax revenue totals \$3,412,352.64, which is 68.56% of the budgeted amount with 67% of the fiscal year complete. State Income Tax revenue totals \$887,750.57, which represents 75.52% of the budgeted amount.

Personal Property Replacement Tax revenue totals \$792,551.97, or 96.49% of the budgeted amount. Please note that the Personal Property Replacement Tax revenue includes an additional payment made in January by the State from past due tax receipts collected during a State amnesty program.

The Fiscal Year 2005 Recommended Budget continues to reflect the slow economic recovery in Illinois. In Fiscal Year 2005, State Income Tax revenue will increase just slightly - 2.58% - over Fiscal Year 2004. Fiscal Year 2005 marks a change from the prior two fiscal years. In preparing the State's Annual Budget, the State legislature and the Governor did not appropriate any additional Local Government State Income Tax distributive fund revenues to help balance the State's budget. Even though the Illinois Department of Revenue projects an 11.6% increase statewide in Personal Property Replacement Tax revenue, the Fiscal Year 2005 Recommended Budget projects that Personal Property Replacement Tax dollars will total just slightly less than the actual revenues received in fiscal year 2003. This year, the County has experienced improved growth - 3.12% higher than last year - in the Retailers' Occupation Tax. The Fiscal Year 2005 Recommended Budget projects continued moderate growth in sales tax revenue with a 2.75% increase over fiscal year 2004.

According to a nationwide study completed by Kaiser Family Foundation and Health Research and Educational Trust, health insurance premiums increased 11.2% this year, growing at a rate that is five times faster than inflation. This marks the fourth consecutive year that health insurance premiums rose by double digits. Earlier this year, the Board approved an agreement to permit a third-party broker to negotiate the County's health insurance renewal for fiscal year 2005. This third-party broker has succeeded in bringing two health providers to the table to compete for the County's business. This increased competition for the County's health insurance has driven the County's cost for health insurance down. In contrast to the national market, the budgeted cost for health insurance is projected to increase from \$2800.00 per full-time equivalent employee in 2004 to \$2850.00 per full-time equivalent employee in 2005. Holding the line on the County's share of the employee's health insurance is one piece of "good news" in a tight budget year.

In the Fiscal Year 2005 Recommended Budget, the Special Revenue budgets -- specifically, the Health Department Funds, and the Highway Department Funds - illustrate the County's dependence on the property tax levy. The impact of Public Act 93-0715 can be seen in the tax levies for each of these funds. The 2.23% growth in the adjusted equalized assessed valuation further limits the ability of these property tax dependent funds to levy for sufficient property tax dollars to provide needed programs and services.

#### Overview of the Health Department Funds

For the three primary Health Department Special Revenue Funds (Persons with Developmental Disabilities Fund, Tuberculosis Care and Treatment Fund, and Health Department Fund), the property tax levy in each fund continues below the authorized statutory maximum rate. The Fiscal Year 2005 Recommended Budget is the eleventh consecutive year in which the total annual budget in each fund has been developed with a lower property tax rate than in the previous year. Since 1994, the overall property tax rate for these three funds has declined 26%, from \$0.1670 per \$100 of equalized assessed valuation to \$0.1242 per \$100 of equalized assessed valuation.

The Persons with Developmental Disabilities Fund 0110 property tax levy is projected to increase 1.38% with the projected tax rate declining 0.986%. The property tax levy for the Persons with Developmental Disabilities Fund totals \$575,286.00, which represents an increase of \$7,029.00 over the prior year. The Fiscal Year 2005 Recommended Budget for this fund totals \$575,286.00, an increase of 1.2% over the 2004 adopted budget. Of the total dollars budgeted, \$575,007.00 is budgeted for Mental Health Services.

The Tuberculosis Care and Treatment Fund 0111 budget totals \$289,179.00, which represents a 1.36% increase over the Fiscal Year 2004 Adopted Budget. The property tax levy for this fund totals \$285,029.00, which represents an increase of \$3,870.00 over the prior year. In this year's TB Care and Treatment budget, an increase in the number of patients under directly observed therapy and patients using second line drugs in the community resulted in a significant increase in the Vaccines/Prescriptions line-item account. In the Fiscal Year 2005 Recommended Budget, the Vaccines-Prescriptions

line-item account has been reduced 31%. This reflects the present stable condition of two of the patients using second line drugs.

The Fiscal Year 2005 Recommended Budget for the Health Department Fund 0112 totals \$3,556,414.00, which represents a 2.53% increase over the prior year. The Recommended Budget includes spending \$794,497.00 on Mental Health Services. The tax rate for Mental Health services is projected at \$0.0302 per \$100 of equalized assessed valuation, which is approximately \$0.02 below the \$0.05 per \$100 of equalized assessed valuation authorized by referendum in 1989. The Fiscal Year 2005 mental health service grants and contracts are annualized with a 2.0% cost-of-doing business allowance.

The proposed property tax levy for the Health Department Fund 0112 totals \$2,563,277.00, which represents an increase of 2.26% over the prior year. The Health Department has achieved a reduction in the property tax rate supporting the Health Department Fund by generating non-tax revenue through user fees. The Health Department's legal authority to annually increase certain fees illustrates how certain Special Revenue funds adjust charges and fees for service in order to provide necessary programs and services without significantly increasing the property tax levy. In the Fiscal Year 2005 Recommended Budget, food permit fees are proposed to increase 3%. Under the Private Sewage Disposal Program, a 3% across-the-board fee increase is proposed. The Health Department began gradually establishing fees for services such as food permits, immunizations, septic system permits, walk-in clinic, and dental clinic in 1985. In 1985, fee revenues totaled \$59,015.00, representing only 3% of the department's total operating budget. In the Fiscal Year 2005 Recommended Budget, fees for services and charges total \$651,736.00. The fees for services and charges now support 24% of the Health Fund's overall public health and animal control service budget.

#### Overview of the Highway Department Funds:

For the County Highway Fund 0120, the Fiscal Year 2005 Recommended Budget totals \$2,680,063.00. This represents an increase of \$117,377.00 or 4.58% higher than the Fiscal Year 2004 Adopted Budget. The property tax levy for the

Highway Department is \$2,071,063.00, which represents an increase of \$111,257.00 or 5.68% over the prior year. The proposed tax levy is projected to generate a tax rate equal to \$0.07493 per \$100.00 of equalized assessed valuation. The Highway Department Fund relies on the property tax for 77.3% of its total revenues. Because of the fiscal impact of Public Act 93-0715, the Highway Department Fund's property tax rate is projected to increase \$0.00244. The Capital Outlay Budget for the County Highway Fund totals \$941,693.00 and includes \$304,693.00 for the Construction of Roads and Bridges, \$554,000.00 for the Purchase of Machinery and Equipment, and \$30,000.00 for Capital Improvement projects.

The Highway Department Fund budget also includes an Interfund Transfer in the amount of \$17,000.00. This transfer will cover the expense of the County's GIS Technician. This position is currently funded by a grant from the Illinois Department of Transportation (the "IDOT"). Under the terms of the grant agreement, this position will be budgeted in fiscal year 2005 in the Information Services Department. The Interfund Transfer amount reflects the balance of the GIS grant funds available to be spent in 2005. Once the IDOT grant funding ends, this position will be funded entirely from the County's \$1.00 share of the GIS fees.

For the Bridge Matching Fund 0121, the Fiscal Year 2005 Recommended Budget totals \$1,496,478.00. This represents an increase of \$49,478.00 or 3.42% over the Fiscal Year 2004 Adopted Budget. The property tax levy for the Bridge Matching Fund has been increased from \$1,322,000.00 in fiscal year 2004 to \$1,381,478.00 in fiscal year 2005, which represents an increase of \$59,478.00 or 4.50%. The Bridge Matching Fund relies on the property tax for 92.3% of the total revenues. The Bridge Matching Fund includes an appropriation of \$1,120,108.00 for the Construction of Bridges and Culverts.

For the County Matching Fund 0122, the Fiscal Year 2005 Recommended Budget totals \$1,043,442.00. This represents an increase of \$19,442.00 or 1.89% over the Fiscal Year 2004 Adopted Budget. The property tax levy has been increased to \$1,036,442.00, an increase of \$19,442.00 or 1.91% over the Fiscal Year 2004 Adopted Budget. Of the total Recommended Budget, \$1,015,042.00 has been appropriated for the Construction of Roads and Bridges.

The County's Motor Fuel Tax Fund 0123 Fiscal Year 2005 Recommended Budget totals \$3,390,000.00, which is a decrease of 5.75%. The Fiscal Year 2005 Recommended Budget projects a decrease in County Motor Fuel tax revenues of \$57,000.00. The Motor Fuel Tax Fund includes \$970,000.00 for Maintenance of Roads and Drainage Structures. In the Capital Outlay category, the Motor Fuel Tax Fund includes \$1,300,734.00 for the Construction of Roads and Bridges.

Overview of the Nursing Home:

The Fiscal Year 2005 Recommended Budget for the Nursing Home totals \$5,939,140.00, which represents an increase of \$207,122.00 or 3.61% over the Fiscal Year 2004 Adopted Budget. The Fiscal Year 2005 Recommended Budget for the Nursing Home was prepared on the basis of an average daily census of 137 residents. The Nursing Home's projected revenue reflects a projected 5.97% increase in Illinois Public Aid reimbursement. In the Fiscal Year 2005 Recommended Budget, Illinois Public Aid reimbursement totals \$2,735,474.00, an increase of \$154,194.00 over the prior year. Private pay revenue is projected to increase to \$1,911,140.00 in Fiscal Year 2005, an increase of \$48,180.00 or 2.59%.

Overview of the Metro McLean County Centralized Communications Center ("MetCom"):

The Fiscal Year 2005 Recommended Budget for MetCom totals \$2,381,850.00, which represents an increase of \$129,186.00 or 5.73% over the Fiscal Year 2004 Adopted Budget. McLean County's share of MetCom's Fiscal Year 2005 budget increases to \$458,520.00 from \$431,024.00 in the Fiscal Year 2004 Adopted Budget, which represents a 6.38% increase.

Overview of the General Fund:

The General Fund is the County's primary operating fund. Under generally accepted governmental accounting standards, by definition, the General Fund accounts for all of the County's financial resources for those County offices and departments which are not required to be accounted for in another fund. Once again in Fiscal Year 2005, budget



recommendations in the General Fund will determine important elements of the County's overall budget. For example, the financial capacity of the General Fund sets the across-the-board increase for all County funds. Reductions in State revenues and reimbursements due to McLean County will have the greatest financial impact on the General Fund's annual operating budget.

The Fiscal Year 2005 Recommended Budget for the General Fund totals \$26,740,471.00, which represents an increase of \$309,096.00 or 1.17% over the Fiscal Year 2004 Adopted Budget. The Elected Officials and Appointed Department Heads submitted budget requests totaling \$27,718,125.00. This total amount does not include the new positions requested by the Elected Officials and Appointed Department Heads.

Once again, the General Fund property tax levy accounts for the largest single revenue source in the Fiscal Year 2005 Recommended Budget. The proposed General Fund property tax levy for property taxes due and payable in September, 2005 is \$6,908,230.00, which represents a 1.49% increase over the prior year tax levy of \$6,806,498.00. The Fiscal Year 2004 Recommended Budget projects a General Fund tax rate of \$0.24995 per \$100.00 of equalized assessed valuation. The statutory maximum tax rate for the General Fund is \$0.25 per \$100.00 of equalized assessed valuation.

The Retailers' Occupation Tax (Sales Tax) is projected to increase from \$4,979,457.00 in the Fiscal Year 2004 Adopted Budget to \$5,116,400.00 in Fiscal Year 2005 Recommended Budget. Based on the County Treasurer's Statement of Revenues, Expenditures, and Fund Balance through August 31, 2004, current year Sales Tax revenue is projected to total approximately \$5.12 million by year-end. The Fiscal Year 2005 Recommended Budget projects an increase of 2.75% over the Fiscal Year 2004 Adopted Budget. As noted earlier, the County's share of Sales Tax revenues appears to be increasing slightly over the prior year. With the announced job reductions at Mitsubishi Motors, the County's share of sales tax revenues is likely to be impacted in the final quarter of 2004 and in 2005.

McLean County's share of the State Income Tax is projected to increase to \$1,205,900.00 in Fiscal Year 2005. This represents an increase of \$30,400.00 or 2.59% over the fiscal year 2004 adopted budget. State Income Tax dollars are distributed to local governments from the State Local Government Income Tax Distributive Fund. Based on the County

Treasurer's Statement of Revenues, Expenditures, and Fund Balance through August 31, 2004, current year State Income Tax revenue is projected to total approximately \$1.18 million by year-end. The sluggish economic recovery and the announced reductions in employment will certainly affect the State's income tax revenues in the coming year. In the Fiscal Year 2005 Recommended Budget, the Personal Property Replacement Tax Revenue is projected to increase to \$915,000.00. This \$115,000 increase over the fiscal year 2004 adopted budget is based on the Illinois Department of Revenue's estimate of the County's share of Personal Property Replacement Tax dollars. As noted earlier, the Illinois Department of Revenue is forecasting an 11.6% increase statewide in Personal Property Replacement Tax revenues. Recognizing the job reductions already made by major employers in Central Illinois, it is likely that the State's optimistic projection may be tempered by economic realities and further corporate restructuring in major industries such as transportation. Once again in the Fiscal Year 2005 Recommended Budget, Personal Property Replacement Tax Revenue previously budgeted in the Health Fund, Highway Fund, Bridge Matching Fund, and County Matching Fund has been shifted to the General Fund. The IMRF Fund is the only other County Fund where Personal Property Replacement Tax dollars are budgeted. Clifton Gunderson, the County's outside auditor, has previously advised the County that, by law, Personal Property Replacement Tax dollars in the amount of \$21,403.00 must continue to be budgeted in the IMRF Fund.

The single largest non-tax source of revenue in the General Fund is licenses, permits, fees, and fines, accounting for \$5,087,076.00 of total General Fund revenues. In the Fiscal Year 2005 Recommended Budget, the following County offices illustrate the projected revenue to be derived from licenses, permits, fees, and fines.

In the County Recorder's Office, revenue from Recording Fees is projected to decline from \$725,000.00 budgeted in fiscal year 2004 to \$600,000.00 budgeted in fiscal year 2005. This decrease of \$125,000.00 is directly attributable to the increase in the Federal Reserve Bank's federal funds rate during the past six months. According to recent news reports, the Federal Reserve may decide today to increase this rate another quarter percent. The Recorder's Office continues to experience a steady volume of recordings for the sale of new and existing homes. However, the refinancing deluge that was sparked by low interest rates during the past two years has subsided. Year-to-date Recording Fee revenue through August 31, 2004 totals \$467,837.00, which is 64.5% of the budgeted amount. Last year at this time, year-to-date Recording fee revenues stood at 125% of the budgeted amount. Sale of Revenue Stamps is projected at \$375,000.00 in

Fiscal Year 2005. Year-to-date Sales of Revenue Stamps revenue through August 31, 2004, totals \$317,471.00, which is equal to 79.4% of the budgeted amount. In the County Treasurer's Office, Interest earned on Investments is projected to decrease from \$572,500.00 in fiscal year 2004 to \$568,000.00 in the Fiscal Year 2005 Recommended Budget.

In the County Clerk's Office, revenues in the category of Licenses, Permits, Fees, and Fines are projected to decrease 3.33% from the Fiscal Year 2004 Adopted Budget. In the category of Intergovernmental Revenues, the County Clerk's Office expects to receive \$1575.00 in Election Judge reimbursement from the State Board of Elections. This projected reimbursement reflects payment anticipated to be received for one of the two elections scheduled in 2005. Under Illinois law, the County Clerk's Office is to be reimbursed by the State for a portion of the Election Judge expenses. With the State struggling to balance its budget, this is another example of how State government passes along another expense to local government.

In the Circuit Clerk's Office, total revenue in all categories is projected to increase from \$2,123,986.00 to \$3,111,943.00, an increase of 16.9% over the Fiscal Year 2004 Adopted Budget. This increase is a result of the fee increases approved by the Board last year. As you will recall, during the 2003 Legislative session, the Legislature approved and the Governor signed into law the bill giving all Illinois counties the ability to raise various Circuit Clerk fees from the 1977 enacted rates to new maximum rates specified in the bill.

The Fiscal Year 2004 Recommended Budget proposed that certain fees in the Circuit Clerk's Office be raised to the new maximum rates set forth in Public Act 093-0039 and Public Act 093-0558. By raising the fees in fiscal year 2004, an additional \$605,000.00 in revenues was projected to be received by the Circuit Clerk's Office. Year-to-date revenues in the Circuit Clerk's Office are tracking at 79.8% of budget through August 31st. The fee increases enacted by the Board have resulted in more revenue in 2004 in the Circuit Clerk's Office. In the Fiscal Year 2005 Recommended Budget, the Circuit Clerk's Office is one of only three offices in the General Fund to project an overall increase in revenues attributable to licenses, permits, fees, and fines.

The Fiscal Year 2005 Recommended Budget projects an increase of \$4250.00 in Morgue Fees in the Coroner's Office. This increase is based on the continuing use of the County's morgue facility by other counties. Year-to-date Morgue fee revenues total \$50,959.00, which is equal to 194% of the fiscal year 2004 adopted budget. The Fiscal Year 2005 Recommended Budget projects Morgue fee revenues at \$30,500.00. At least two of the counties that currently use McLean County's morgue facility are considering building their own facility.

The Parks and Recreation Department fee revenues are projected to increase 6.06% in fiscal year 2005. This increase is driven entirely by the continuing demand and high utilization of the camp ground facilities at the Park. The Fiscal Year 2005 Recommended Budget projects that Camp Ground fee revenues will increase from \$123,000.00 in 2004 to \$140,000.00 in 2005. Year-to-date Camp Ground fee revenues total \$107,639.00 or 87.5% of the budgeted amount.

For the twenty-three offices and departments in the County's General Fund, the Recommended Budget for 19 of the offices and departments is projected to increase by less than 2% over the adopted budget for fiscal year 2004. Five of the departments show an actual decrease over the fiscal year 2004 adopted budget. And another five show a 0% increase over the 2004 adopted budget. The Elected Officials and Appointed Department Heads are to be commended for their hard work in preparing lean departmental budget requests and for their cooperation throughout the preparation of the Fiscal Year 2005 Recommended Budget.

The Fiscal Year 2005 Recommended Budget for the Facilities Management Department reflects the largest percentage increase in expenditures. The total operating budget for all programs in Facilities Management is budgeted to increase from \$3,135,042.00 in 2004 to \$3,500,838.00 in 2005, an 11.67% increase. This increase is a result of the relocation of County offices to the Government Center. The increased expenses reflect the annualized cost for the maintenance and custodial staff assigned to the Government Center. The Fiscal Year 2005 Recommended Budget also includes the first annual payment in the amount of \$50,000.00 to the Public Building Commission (the "PBC"). This payment is pursuant to the Intergovernmental Agreement between the County and the PBC wherein the PBC agreed to provide a 10 year, interest free loan in the amount of \$500,000.00 for the renovation and restoration of the Old County Courthouse Dome and roof area.

The State of Illinois Fiscal Year 2005 Adopted Budget reduces the salary reimbursement for the grant-in-aid and monthly subsidy Probation Officers in the Court Services Department. Even though the Illinois legislature and the Governor approved a State budget in July, the Administrative Office of the Illinois Courts (the "AOIC") has still not released the grant-in-aid reimbursement percentage for State fiscal year 2005. Recognizing that County governments all across the State might be forced to reduce the number of Probation Officers in order to make up for the shortfall in salary reimbursement, the Legislature and the AOIC have authorized the appropriation and transfer of Adult Probation fees to the General Fund to offset the anticipated loss of State reimbursement. With the approval of the Chief Judge of the Eleventh Circuit Court, the Fiscal Year 2005 Recommended Budget for the Court Services Department includes a transfer of \$250,000.00 in Adult Probation fees and \$50,000.00 in Juvenile Probation fees to cover the shortfall in salary reimbursement from the State of Illinois. State law requires that County government can only spend Adult Probation fee revenue that has been collected and deposited in this Special Revenue Fund. State law prohibits the County from budgeting revenues that are anticipated to be received during the coming year. This statutory requirement provides assurance to the County Board that the amount of the transfer will be available in Fiscal Year 2005. However, as noted in last year's Budget Message, this year's transfer will not make-up for the loss in State salary reimbursement for grant-in-aid and monthly subsidy Probation Officer positions.

During the preparation of the Fiscal Year 2005 Recommended Budget, an analysis was prepared of the actual State reimbursement for Probation Officers' salaries as compared to the amount budgeted and the actual salary reimbursement claims filed with the AOIC. The following table summarizes the anticipated shortfall in Probation Officer salary reimbursement in fiscal year 2004.

	<u>Probation Officers</u>	<u>Juvenile Detention Officers</u>
Adopted 2004 Salary	\$ 1,474,087.00	\$ 958,086.00
2004 Claim for Reimbursement	\$ 918,031.00	\$ 867,658.00
2004 Budget for Salary Reimbursement	\$ 968,533.00	\$ 848,530.00
Anticipated 2004 Actual Reimbursement	\$ 725,025.00	\$ 646,337.00

The anticipated shortfall between the 2004 budgeted amount for Salary Reimbursement totals \$443,701.00. Comparing the anticipated 2004 actual reimbursement against the claims for reimbursement, the shortfall totals \$414,327.00. In preparing the same analysis for fiscal year 2005, the following table summarizes the anticipated shortfall in Probation Officer salary reimbursement in fiscal year 2005.

	<u>Probation Officers</u>	<u>Juvenile Detention Officers</u>
Adopted 2005 Salary	\$1,522,105.00	\$997,799.00
2005 Claim for Reimbursement	\$ 922,500.00	\$844,500.00
2005 Budget for Salary Reimbursement	\$ 990,603.00	\$898,019.00
Anticipated 2005 Actual Reimbursement	\$ 632,243.00	\$564,684.00

The anticipated shortfall between the 2005 budgeted amount for Salary Reimbursement totals \$691,695.00. Comparing the anticipated 2005 actual reimbursement against the claims for reimbursement, the shortfall totals \$514,327.00. Faced with a larger shortfall than the transfer from Adult Probation Services fee fund and the Juvenile Probation Services fee fund can cover, the Fiscal Year 2005 Recommended Budget includes the following reduction in full-time positions in the Court Services Department:

Delete 2.0 FTE vacant Probation Officer I positions.

Because of the State's budget problems, the AOIC has imposed a freeze on the hiring of Probation Officers to fill vacant positions.

The Fiscal Year 2005 Recommended Budget includes funding the 2.0 FTE Domestic Violence Probation Officer positions from the Illinois Criminal Justice Information Authority multi-disciplinary, multi-agency grant that the State's Attorneys Office has secured for McLean County. Absent the receipt and approval of this multi-disciplinary grant, the 2.0 FTE Domestic Violence Probation Officer positions will also be cut in fiscal year 2005.

The failure of the State Legislature and AOIC to fully fund and appropriate sufficient funds to meet the statutory requirement for reimbursement of Probation Officer salaries is another example of the public policy strategy described by the equilateral triangle. In this case, two vital segments of the equilateral triangle are lacking. Recall that one side of the triangle represents the value of a specific public policy, service provided, or new program. All public policy issues, including all of the various programs and services provided to the citizens, must be substantively valuable to the governing body, the citizens served, and those who may benefit from the program. Based on the budget decisions of AOIC and the Legislature, one can only assume that the statutory requirement to reimburse the salary of Probation Officer positions has limited substantive value. The second side of the triangle represents the legal and political authority to carry out a specific public policy, provide a service to constituents, or initiate a new program within an office or department. This side of the triangle legitimizes and authorizes the specific programs provided through the commitment of political capital and budgeted dollars. Clearly, when one considers the budgeted State appropriation for reimbursement of Probation Officer salaries, the commitment of political capital and budgeted dollars is not present. Therefore, in this analysis, the State's statutory policy to reimburse Illinois counties for the salary expense of Probation Officers fails as a public policy strategy.

When the AOIC agreed to fund the position of Trial Court Administrator for the Eleventh Judicial Circuit Court, a full-time secretarial support position was added for the Trial Court Administrator. This position was established with the understanding that the five counties in the Eleventh Circuit would each contribute a pro rata share of the annual salary of this position based on the number of cases filed in each county. In preparing the Fiscal Year 2005 Recommended Budget, the Circuit Court advised that, because of budget issues facing each county, the other four counties in the Circuit have decided that they cannot continue to subsidize approximately 40% of the salary expense for this position. In budget review meetings with the Circuit Court, I advised the Court that McLean County cannot pick-up this additional salary expense. Therefore, the Fiscal Year 2005 Recommended Budget includes the following reduction in full-time staffing in the Circuit Court:

Reduce 11.0 FTE Judicial Secretary positions to 10.6 FTE Judicial Secretary positions.

In the Circuit Clerk's Office, a vacant 0.80 FTE Office Support Specialist I position currently exists as the result of a retirement. During the budget review meeting with the Circuit Clerk, the Circuit Clerk agreed to delete this vacant position in the Fiscal Year 2005 Recommended Budget.

In an effort to balance the Fiscal Year 2005 Recommended Budget in the General Fund without further reductions in full-time staffing, several positions previously funded entirely by General Fund dollars have been shifted to 100% fee supported Special Revenue Funds. Where State law permits moving these positions into the Special Revenue Fund, the positions have actually been budgeted in that fund. When State law prohibits budgeting salary expenses in the Special Revenue Fund, an Interfund Transfer has been included to offset the expense in the General Fund.

In the General Fund, the Elected Officials and Appointed Department Heads requested 11.00 new positions. Among the new positions requested, four Probation Officer I positions were requested by the Court Services Department to staff a Pre-Trial Release/Electronic Monitoring program. As you have undoubtedly already concluded, the Fiscal Year 2005 Recommended Budget includes no new positions.

Personnel Costs:

McLean County government is fortunate to have dedicated, hard-working employees who strive on a daily basis to provide the best service to the citizens. The Budget Policy Resolution states that employee salaries shall be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance. The Resolution also states that employee salaries shall be budgeted consistent with the principles of equity vis-à-vis the approved contract increases provided to employees covered by collective bargaining agreements, the general impact of inflation, and employee morale. In accordance with the Budget Policy, the Fiscal Year 2005 Recommended Budget includes an across the board increase of 2.0% for all County employees, other than the Elected Officials and those employees covered by collective bargaining agreements.



The County's Illinois Municipal Retirement Fund (the "IMRF") employer contribution rate for regular employees will increase from 6.34% this year to 6.50% in Fiscal Year 2005. The Sheriff's Law Enforcement Personnel IMRF employer contribution rate will increase from 15.72% to 17.26% in Fiscal Year 2005. These increases reflect the decrease in earnings on investment experienced by IMRF during the past three years.

In summary, for all County funds, the Fiscal Year 2005 Recommended Budget totals \$63,895,743.00, which is an increase of \$1,819,124.00 or 2.93% over the Fiscal Year 2004 Adopted Budget.

Five Year Capital Improvement Budget: Fiscal Year 2005 – Fiscal Year 2009:

Along with the Fiscal Year 2005 Recommended Budget, the Five-Year Capital Improvement Program for Fiscal Year 2005 through Fiscal Year 2009 is presented for your review and consideration. The Five-Year Plan includes Improvements and renovations to County facilities and buildings. The Highway Department's Five-Year Capital Improvement Program for the County's roads, bridges, and highways are also included in this Plan.

Looking ahead to future budget years, McLean County government along with the other 100 non-home rule county governments in Illinois will likely continue to struggle with budget shortfalls and budget strategies during difficult economic times. Without the means to respond when an economic slowdown limits State funded intergovernmental revenues and reimbursements, the only strategy available to County governments is to ask the constituents for more spending authority via a referendum question or to continue cutting spending and, ultimately, reducing and or eliminating programs and services. To address this public policy issue demands that County government look for opportunities to effect systematic structural change within and outside the organization. Within the organization, the only way to significantly reduce the annual budget for County government is to reduce personnel expenses. One option for the Finance Committee and the Board to consider during the next 4-6 months is offering IMRF's Early Retirement Incentive program. According to IMRF's roster, 38 employees in the General Fund would be eligible for early retirement during fiscal year 2005. In order to realize savings from an early retirement program, the Board in cooperation with the Elected Officials and Department Heads

must commit at the outset to fill the vacated positions at no more than 70%-80% of the retiree's salary and, whenever possible, to eliminate or significantly restructure existing positions within an office or department. In the mid-1980's, the County Board was given statutory authority to reduce the General Fund's maximum property tax rate from \$0.28 per \$100.00 of equalized assessed valuation to \$0.25. In exchange for reducing the maximum statutory property tax rate in the General Fund, the County Board was allowed to substitute a one cent sales tax in the unincorporated areas of the County and a one-quarter of one cent sales tax in the incorporated cities, towns, and villages. As a part of the County's Annual Legislative Program, the Executive Committee may wish to consider proposing legislation for Counties with a population of 150,000 or more that would reduce the General Fund's statutory maximum property tax rate from \$0.25 per \$100.00 of equalized assessed valuation to \$0.21 in exchange for increasing the County sales tax in the unincorporated area to 1.25 cents and the County sales tax in the incorporated cities, towns, and villages to one-half of one cent. For your information, a quarter cent increase in the County sales tax would increase Sales Tax revenue to nearly \$11 million. A four cent reduction in the General Fund's maximum statutory property tax rate would mean a loss of approximately \$1.1 million in property tax revenue. However, the net gain in new revenues available to the County would approximate \$4 million. Such a legislative change would provide a significant and long overdue structural change to the revenue stream funding County government. And, in contrast to a dedicated, single purpose sales tax such as the Public Safety Sales Tax, this alternative would provide the Board greater flexibility in deciding how best to allocate this additional revenue.

The preparation of the Fiscal Year 2005 Recommended Budget requires the cooperation and assistance of all of the Elected Officials and Appointed Department Heads. I wish to again thank the Elected Officials and Department Heads for their continued cooperation during the many weeks of budget preparation and review.

I would like to thank Terry Lindberg for his valuable assistance and counsel during the preparation of the Recommended Budget. Throughout the weeks leading up to the presentation of the Recommended Budget, Terry worked tirelessly to look for opportunities to enhance revenue, further reduce expenditures, and, most importantly, hold the line on the cost of the County's Employee Health Insurance. I would like to thank Craig Nelson for his technical assistance with the PowerPoint presentation. I would also like to acknowledge and thank Ms. Samantha Dietz, a summer intern from Illinois

The Honorable Chairman and Members of the McLean County Board  
September 21, 2004  
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Wesleyan, who worked on many of the tasks required to complete the Recommended Budget. I would also like to thank Don Newby and his crew for their efforts to see that the Recommended Budget books are properly collated and bound.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2005 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2004 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2005 Recommended Budget is laid on the table for public review and comment.

Respectfully submitted,



John M. Zeunik  
County Administrator

# Fiscal Year 2005

## Recommended Budget



## Introduction

- ◆ Fiscal Year 2005 Recommended Budget - Prepared in accordance with the Budget Policy Resolution adopted May 18, 2004
- ◆ Balanced within each Fund using revenues projected to be available during FY 2005

## Public Policy Principles

- ◆ Agent of the State
- ◆ Non-home rule
- ◆ Decision-making process

## County Government - Agent of the State

- ◆ Record Keeping
- ◆ Property Taxes
- ◆ Justice System
- ◆ Transportation
- ◆ Public Health & Welfare

## County Government - Agent of the State

- ◆ Powers, Duties and Responsibilities of County Government Limited by State Law
- ◆ Of 20 Property Tax Levies, 11 have a maximum rate set by State law.
- ◆ No authority to increase sales tax
- ◆ Cutbacks in State support

## Public Policy Decision Process

**Value**

**Legal  
Political/  
Authority**

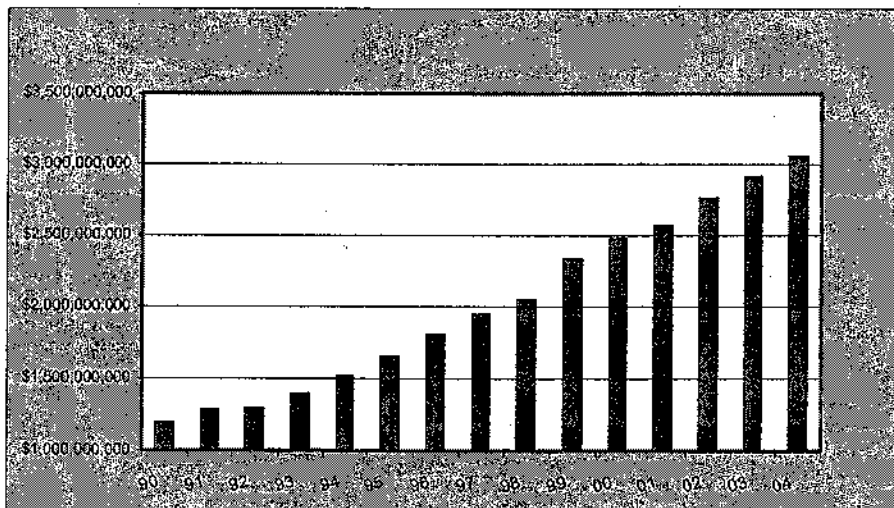


**Administrative  
Capacity**

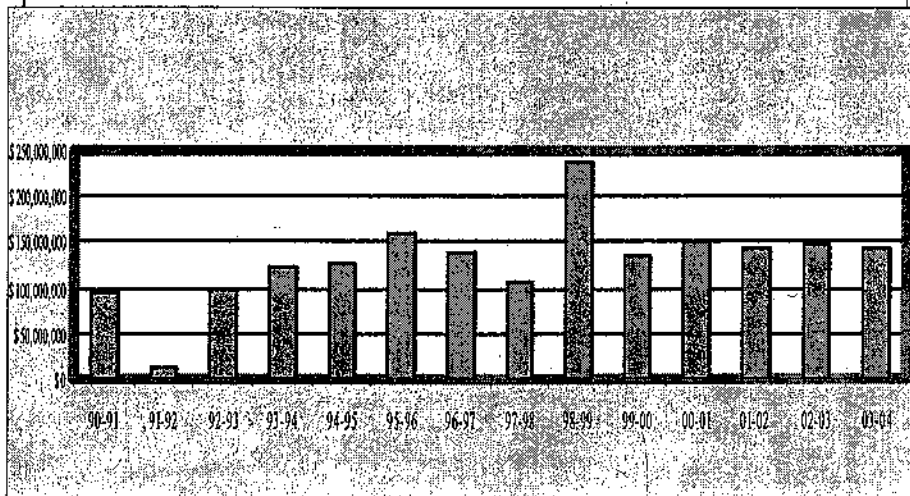
## Public Act 93-0715

- Homestead Exemption increased from \$3500 to \$5000 - valuation loss of \$56,583,000
- Senior Exemption increased from \$2000 to \$3000 – valuation loss of \$7,297,000
- Property Tax loss of \$605,180 across all 20 funds.

## Equalized Assessed Value



## Annual EAV Increase



## Farmland Assessed Value

- 2002 – 10% decrease
- 2003 – 10% decrease
- 2004 – 10% decrease

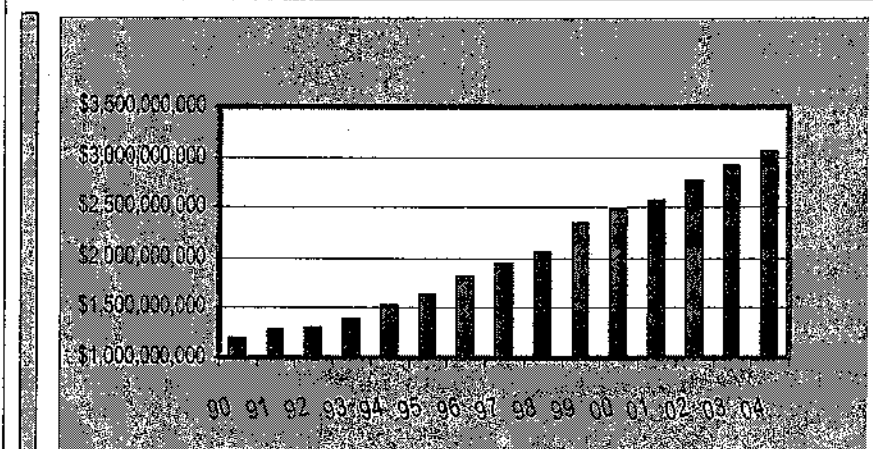
EAV per acre declines from \$235/acre to \$212/acre



## Equalized Assessed Valuation



## Equalized Assessed Value



## Average Annual EAV Growth

- ◆ 1999-2003 Average EAV increase 5.57%
- ◆ 2004 EAV Projected Increase 4.87%
- ◆ Impact of Public Act 93-0715
  - ◆ Adjusted EAV cut by 51%
  - ◆ Adjusted EAV growth 2.23%

## 2004 Property Tax Levy

- ◆ Total All Funds: \$26,176,392
  - ◆ \$796,447 Increase over 2003 Levy
- ◆ Projected 2004 Tax Rate: \$0.94710
  - ◆ (2003 Tax Rate: \$0.93685)
- ◆ \$150,000 Fair Market Value Home
  - ◆ 2004 County Property Tax: \$473.55
  - ◆ 2003 County Property Tax: \$468.43

## Intergovernmental Revenue

- ◆ Sales Tax – Projected increase 2.75%
- ◆ State Income Tax – Projected increase 2.58%
- ◆ Personal Property Replacement Tax

## Health Care Costs

### ◆ Employer Health Insurance Costs

- ◆ FY 2005 - \$2850 per FTE -  
1.78% Increase
- ◆ FY 2004 - \$2800 per FTE -  
9.80% Increase
- ◆ FY 2003 - \$2550 per FTE -  
10.87% Increase
- ◆ FY 2002 - \$2300 per FTE -  
9.52% Increase
- ◆ FY 2001 - \$2100 per FTE -

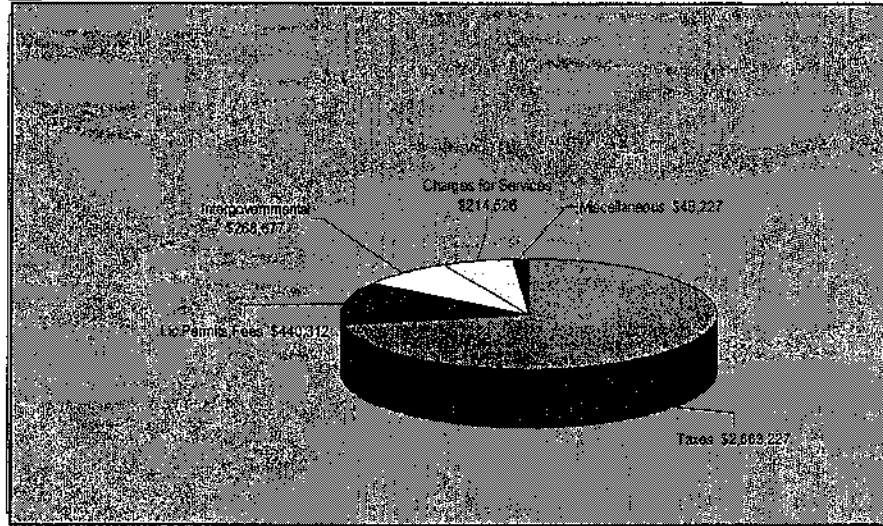
## Persons With Developmental Disabilities Fund

- ◆ FY 2005 Property Tax Levy: \$575,286
- ◆ Mental Health Services: \$575,007

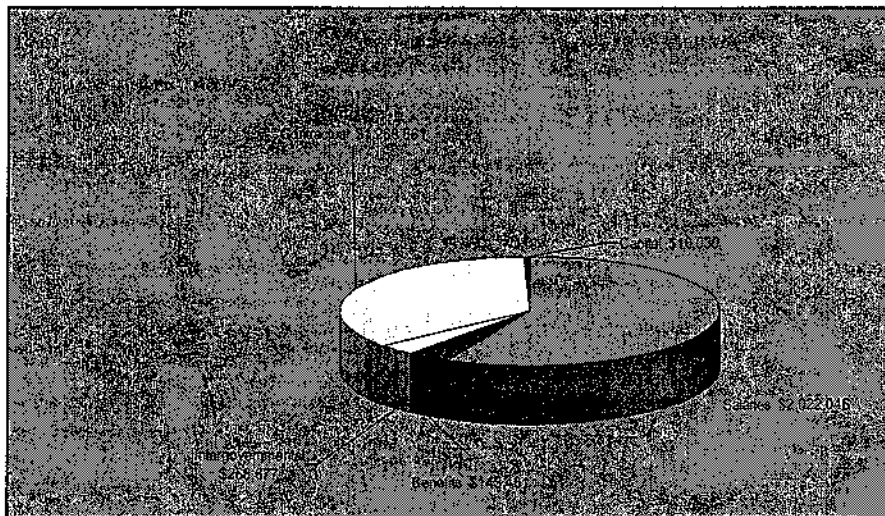
## TB Care and Treatment Fund

- ◆ FY 2005 Property Tax Levy: \$285,029
- ◆ Vaccines/Prescriptions: \$13,837
  - ◆ 31% decrease from FY 2004.

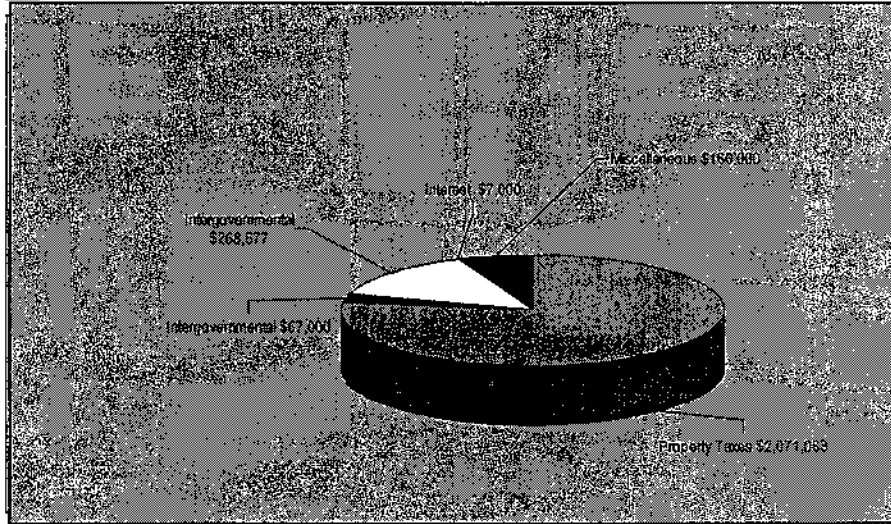
## 2005 Health Fund Revenue \$3,556,414



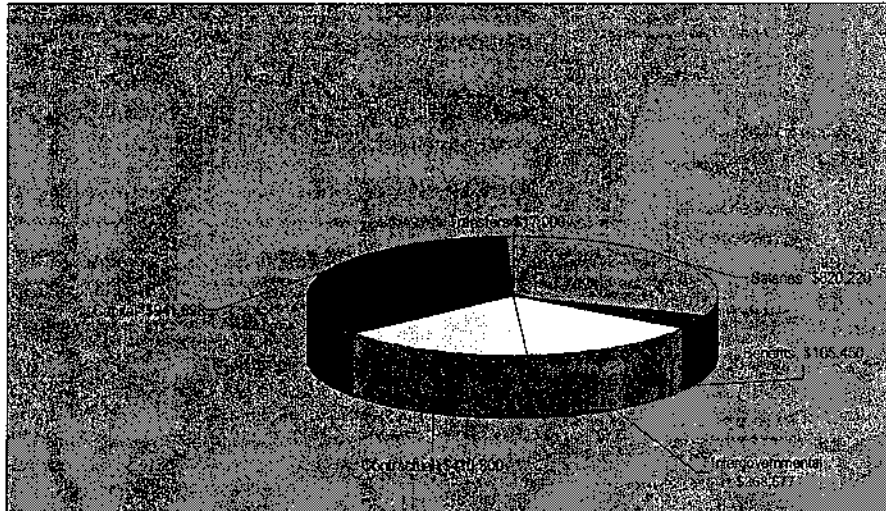
## 2005 Health Fund Expenses \$3,556,414



## 2005 Highway Fund Revenue \$2,680,063



## 2005 Highway Fund Expenses \$2,680,063



## Bridge Matching Fund

- ◆ FY 2005 Property Tax Levy: \$1,381,478
  - ◆ 4.50% Increase over FY 2004
- ◆ Construction of Bridges & Culverts: \$1,120,108

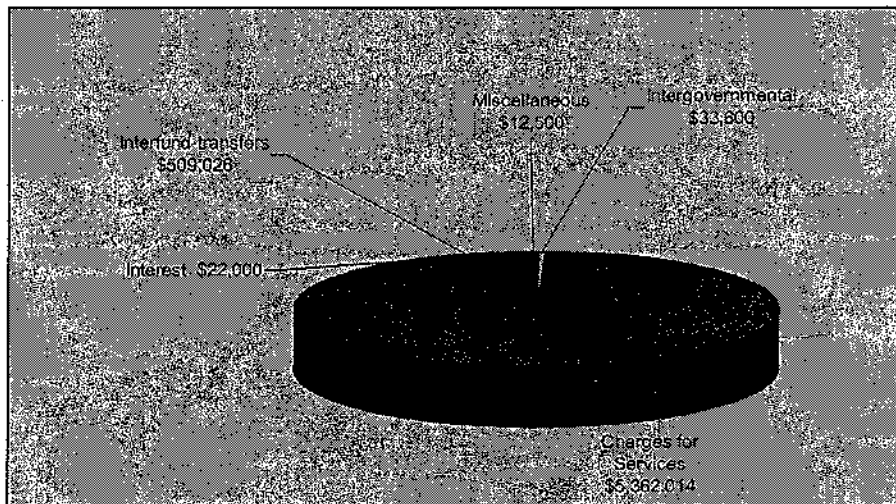
## County Matching Fund

- ◆ FY 2005 Property Tax Levy: \$1,036,422
  - ◆ 1.91% Increase over FY 2004
- ◆ Construction of Roads & Bridges: \$1,015,042

## Motor Fuel Tax Fund

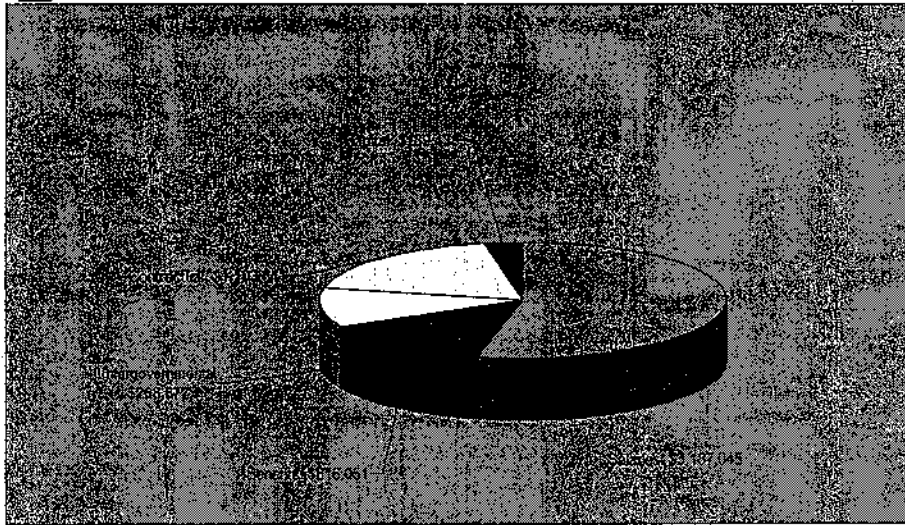
- ◆ FY 2005 Motor Fuel Tax Revenues: \$3,390,000
  - ◆ 5.75% decrease from FY 2004
- ◆ Maintain Roads/Drainage Structures: \$970,000
- ◆ Construction Roads & Bridges: \$1,300,734

## 2005 Nursing Home Revenue \$5,939,140

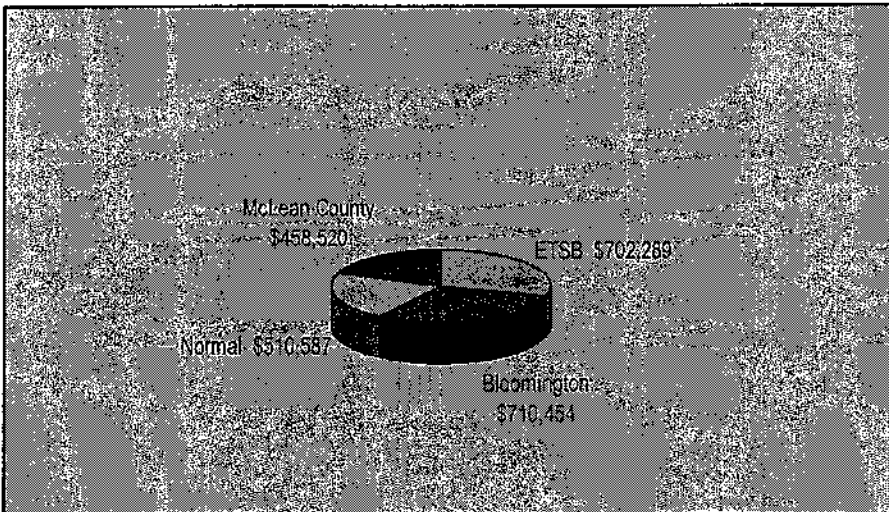




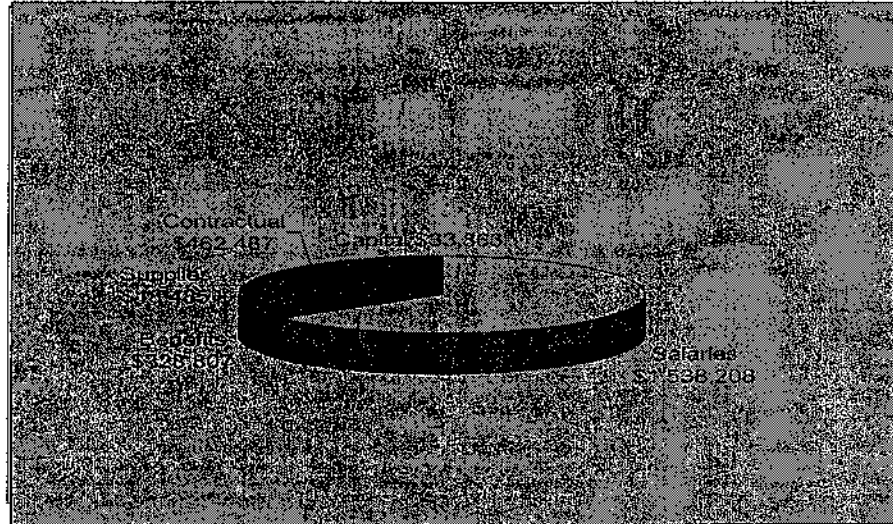
**2005 Nursing Home Fund Expenses**  
**\$5,939,140**



**2005 MetCom Revenue**  
**\$2,381,850**



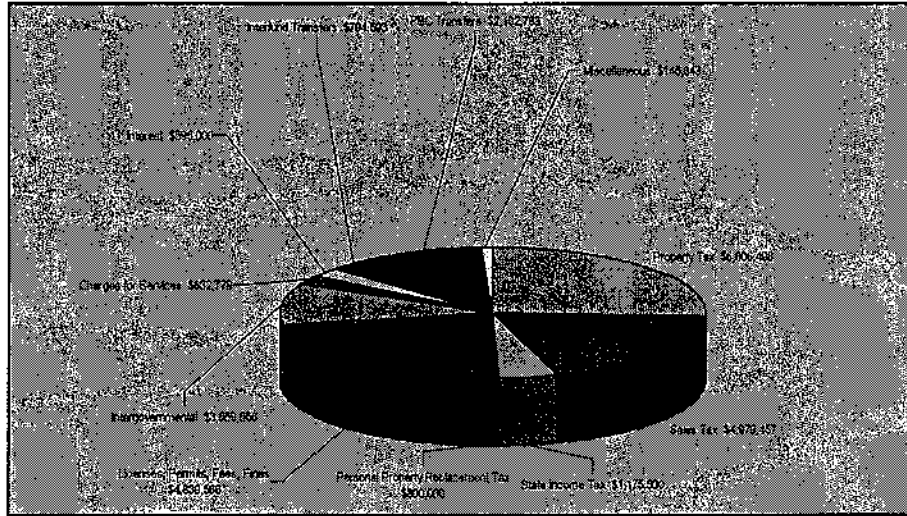
## 2005 MetCom Expenses \$2,381,850



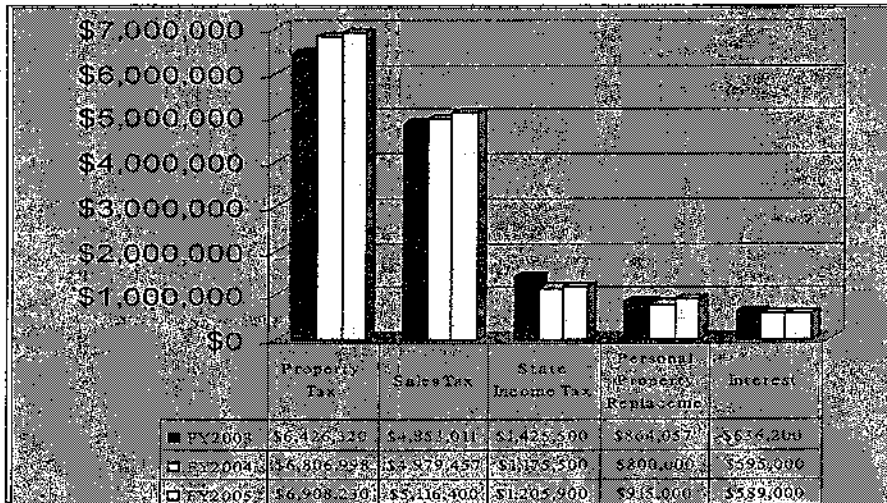
## General Fund

- ◆ FY 2005 Recommended Budget **\$26,740,471**
- ◆ FY 2004 Adopted Budget - \$26,431,375
- ◆ FY 2003 Adopted Budget - \$25,048,589
- ◆ FY 2002 Adopted Budget - \$24,591,793
- ◆ FY 2001 Adopted Budget - \$23,817,592
- ◆ FY 2000 Adopted Budget - \$22,663,605
  
- ◆ **Increase of \$309,096 = 1.17% increase over  
FY 2004 Adopted Budget**

## 2005 General Fund Revenue \$26,431,375



## Major Sources of Revenue



## Licenses, Permits, Fees & Fines

Department	FY 2004	FY 2005
Recorder	\$1,160,000	\$1,005,000
County Clerk	\$193,841	\$187,851
Circuit Clerk	\$2,123,986	\$3,111,943
Coroner	\$26,500	\$30,750
Parks/Recreation	\$255,650	\$271,150

## Probation Officer Reimbursement

◆ 2004 Shortfall - \$414,327

◆ 2005 Shortfall - \$691,695

Delete 2.0 FTE vacant Probation Officer positions.

Fund 2.0 FTE with Domestic Violence grant.

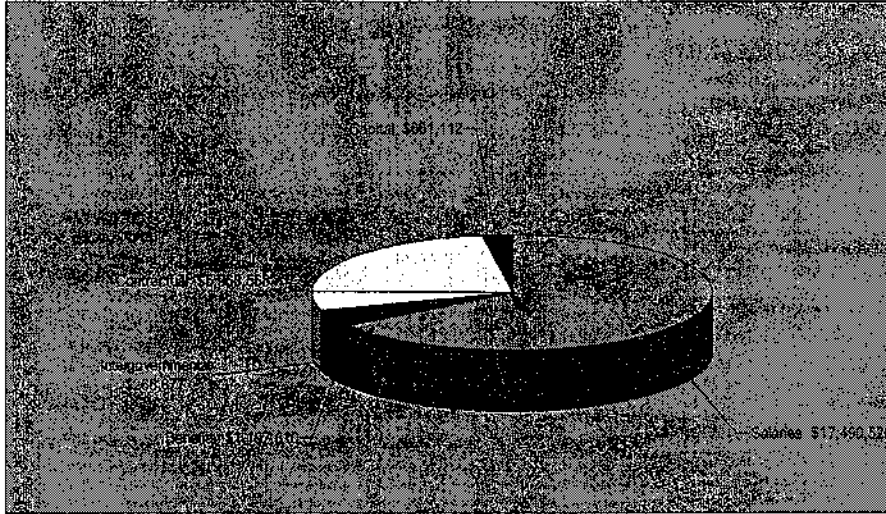
## Other Reductions

- ◆ Reduce 11.0 FTE Judicial Secretary Positions to 10.6 FTE
- ◆ Delete .8 FTE Circuit Clerk OSS I
  
- ◆ 11.0 New Positions requested – not recommended
  - ◆ No New Positions for Pre-Trial Release/Electronic Monitoring

## Departmental Expenses

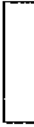
- ◆ FY 2004: 10 Departments increase less than 3%
- ◆ FY 2005: 19 Departments increase less than 2%
  
- ◆ FY 2004: 2 Departments less than prior year
- ◆ FY 2005: 5 Departments less than prior year; 5 Departments no increase

## 2005 General Fund Expenses \$26,740,471




## Personnel Costs

- ◆ 2.0 % Across the Board Pay Increase
- ◆ Retirement Costs
  - 2005 IMRF 6.50% / SLEP 17.26%
  - 2004 IMRF 6.34% / SLEP 15.72%




## Total County Budget

- 
- ◆ FY 2005 - \$63,895,743
  - ◆ \$1,819,124 Increase
  - ◆ 2.93% Increase



## 5 Year Capital Improvement Budget

- 
- ◆ Fiscal Year 2005-2009
  - ◆ County Facilities & Buildings
    - ◆ County Offices
    - ◆ Comlara Park
    - ◆ McLean County Nursing Home
  - ◆ County Roads, Bridges & Highways

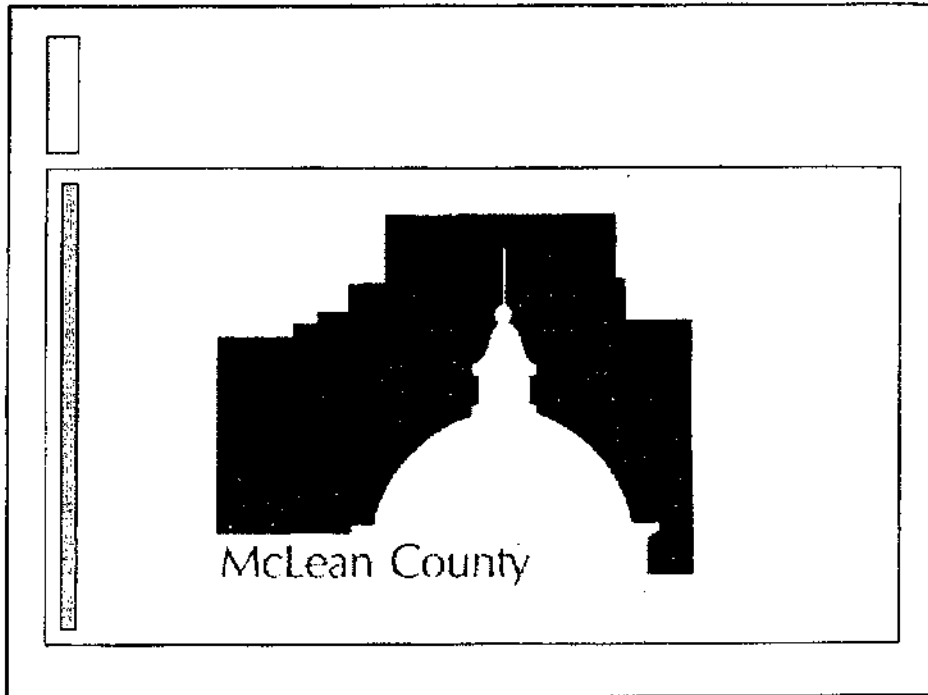
## **Looking Ahead**

- ◆ Systematic Structural Changes
  - ◆ Early Retirement Incentive program
  - ◆ Sales Tax Flexibility
  - ◆ Property Tax Reduction

## **FY 2005 Recommended Budget & 5 Year Capital Budget**

- ◆ Refer to the appropriate County Board Oversight Committee for review and recommendation
  
- ◆ Laid on the table for public review and comment





Chairman Sweeney stated the following: before I ask for a motion to send this to the Oversight Committees I would like to make a couple of comments. The first is to thank John and his staff who did a great job in preparing this budget. Also, a special thanks to the Elected Officials and Department Heads that have been very involved in this budgeting process. Without their help we would have had a lot more problems. I really want to thank them. I would like the Board to consider, on page 22 of the budget, the paragraph that says looking ahead to future budget years. I request that John and his staff to come up with some information that would help the Board Members understand what to do in the future. I would like to have you look at that paragraph and try to understand it. Bring it to the Oversight Committees and deal with it and talk about it. I really would appreciate it. I now need a motion to refer the 2005 Budget to the Oversight Committees. Members Sorensen/Moss moved the County Board Recommend the 2005 Budget and Five-Year Capital Improvement Budget, and the 2004 Tax Levy Referred to the Appropriate Oversight Committees. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Absent Members were: Member Harding, Member Kalapp, Member Renner, and Member Selzer. A copy of this is available for viewing in the McLean County Clerk's Office.

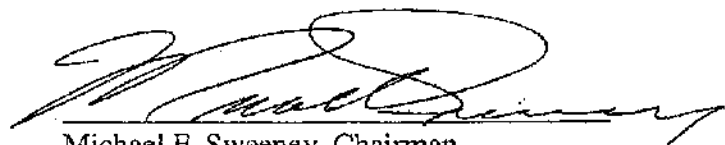
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

September 21, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$294,476.60	\$294,476.60
Finance		\$757,336.91	\$757,336.91
Human Services		\$354,896.74	\$354,896.74
Justice	\$39,150.99	\$1,502,460.10	\$1,541,611.09
Land Use		\$36,921.73	\$36,921.73
Property		\$311,861.78	\$311,861.78
Transportation		\$2,244,747.02	\$2,244,747.02
Health Board		\$371,220.18	\$371,220.18
Disability Board		\$44,916.70	\$44,916.70
T. B. Board		\$19,767.28	\$19,767.28
Total	\$39,150.99	\$5,938,605.04	\$5,977,756.03

  
Michael F. Sweeney, Chairman  
McLean County Board


Members Cavallini/Owens 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 Segobiano/Bass moved for adjournment until Tuesday, September 21, 2004 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:40 a.m.

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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 21st day of September, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of October, 2004.

  
Peggy Ann Milton  
McLean County Clerk