

**Proceedings
of the
County Board
of
McLean County,
Illinois**

July 23, 2002



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July 23, 2002

The McLean County Board met on Tuesday, July 23, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Member was absent:

George Gordon

Proceedings of June Meeting:

The Proceedings of the June 18, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Renner/Selzer moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

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

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

RESOLUTIONS:

a) Request for Approval of Resolution for Award of County Construction Projects

B. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

1) Deny the application of Deenie Sullivan in case 02-17-S. She is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is located in Dry Grove Township immediately west of 975E Road approximately ¼ mile north of Old Peoria Road.

2) Approve the application of Gunnar and Alison Darnall in case 02-25-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which is located in Danvers Township on the former Correll property immediately southwest of the Intersection of 025E Road and 1925N Road.

3) Approve the application of Eugene Williams in case 02-26-S. He is requesting a special use to allow a single family residence in the Agriculture District for a farm operator on property which is located in Dawson Township immediately north of County Highway 36 approximately ¼ mile northwest of 2850E Road (County Highway 17).

2) Subdivision Cases:

1) Approve the application of Hans Sleeter in case S-02-10. He is requesting to vacate a part of the front 40 foot recorded setback on Lot 1 of Erickson Subdivision which is located in Bloomington Township at 1426 Butchers Lane.

2) Approve the application of Catherine Smith in case S-02-11. She is requesting a waiver of preliminary plan requirements and a three lot final subdivision plat for the Lyle Subdivision which is located in Mount Hope Township immediately south of 400N Road approximately 1/8 mile east of 200E Road.

C. Transfer Ordinances

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

Property Committee

- a) Request Approval of Parks and Recreation Department's Request to Advertise for Bids – Weather Warning System – Parks and Recreation Department

Justice Committee

- a) Request Approval to Renew Copier Lease Contract – Jury Commission
- b) Request Approval of Maintenance Agreement for Identix Live-Scan fingerprinting system – Sheriff's Department

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

- a) REAPPOINTMENTS:

T.B. Care and Treatment Board

Dan Steadman, D.D.S.
1112 Broadway
Normal, Illinois 61761
Reappointed for a Three Year Term to
Expire on June 30, 2005

Lantz Cemetery District

Ms. Joyce Schippert
102 North Center Street
P.O. Box 97
Carlock, Illinois 61725
Reappointed for a Six Year Term to
Expire on August 31, 2008

Mr. Carl Schippert
102 North Center Street
P.O. Box 97
Carlock, Illinois 61725
Reappointed for a Six Year Term to
Expire on August 31, 2008

Mr. Steve Schippert
212 E. Douglas Street
P.O. Box 13
Carlock, Illinois 61725
Reappointed for a Six Year Term to
Expire on August 31, 2008

Ms. Judy Mohr
10233 E. 1700 North Road
Bloomington, Illinois 61704-6789
Reappointed for a Six Year Term to
Expire on August 31, 2008

Ms. Joyce Kath
409 E. Washington Road
Carlock, Illinois 61725
Reappointed for a Six Year Term to
Expire on August 31, 2008

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

Emergency Telephone Systems Board
Mr. Stephen F. Stockton
19 Brompton Court
Bloomington, Illinois 61701
Resignation effective July 15, 2002

LeRoy Community Fire Protection District
Mr. Ed McConkey
3159 N. 3200 East Road
LeRoy, Illinois 61752
Resignation effective July 12, 2002 at 5:00 p.m.

F. **Approval of Resolutions of Congratulations and Commendation**

- a) Request for Approval of a Resolution of Congratulations for the Olympia High School Girls' Softball Team – Ms. Bostic
- b) Request for Approval of a Resolution of Congratulations for the Olympia High School Boys' Baseball Team – Ms. Bostic
- c) Request for Approval of a Resolution of Congratulations for the Normal Community High School Girls' Softball Team – Mr. Selzer
- d) Request for Approval of a Resolution of Congratulations for the University High School Girls' Soccer Team – Mr. Bass

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY CONSTRUCTION PROJECTS

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on July 9, 2002, for a letting held on June 26, 2002 for McLean County and,

WHEREAS, the Transportation Committee duly approved the bids on July 9, 2002, now, therefore,

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

2002 MFT SECTIONS

McLean CountySec. 02-00038-04-WR.....\$212,290.00
The successful bidder was Rowe Construction Company, A Div. of R.A. Cullinan & Son, Inc.
Bloomington, Illinois

McLean CountySec. 99-00044-06-WR.....\$686,421.50
The successful bidder was Rowe Construction Company, A Div. of R.A. Cullinan & Son, Inc.
Bloomington, Illinois

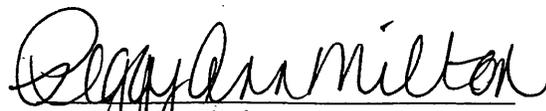

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 18, 2002.

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 23 day of July A.D., 2002

[SEAL]


County Clerk

**FINDINGS OF FACT
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Deenie Sullivan in case 02-17-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural uses on property which is part of Section 27, Township 24N, Range 1E of the 3rd Principal Meridian and is located in Dry Grove Township immediately west of 975E Road approximately ¼ mile north of Old Peoria Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 2, 2002 in the ESDA Room of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact as follows:

BACKGROUND: A public hearing was first held on this case by the Zoning Board of Appeals (ZBA) on May 7, 2002 and was sent to the County Board without recommendation. The County Board discussed this case at their meeting on May 21, 2002 and voted to send it back to the ZBA in order to come up with a recommendation. A second public hearing was held on this case by the ZBA on July 2, 2002 and resulted in a recommendation of denial.

PHYSICAL LAYOUT – The 12 acre property is part of 29.8 acre tract that includes a residence and land in crop production. The property has 500 feet of frontage on the west side of 975E Road, an oil and chip road 18 feet in width. The property is gently sloping to the south and is used for crop production.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. Crop production is located on property to the east and west. Single family residences are located to the north and south.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 106.37 out of 125 points. The site assessment score was 122 out of 175 points. The total LESA score was 228.37 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is not met. The proposed special use will be detrimental and endanger the public welfare. The applicant proposes to build a dwelling on a 12 acre tract that is suitable for crop production and is currently used for crop production. The high LESA score indicates the property is of very high value for agricultural land protection.

In addition, the maximum allowed number of residential lots to be set aside from a farm tract has already been reached. The farm tract was 51 acres in 1974 from which two residential special uses have been established. The Zoning Ordinance states "The number of lots created on land unsuitable for farming shall not exceed one per every forty acres of the original parcel that existed on 2/11/1974. Special Use Permits granted for non-farm dwellings on the original parcel since 2/11/1974 shall count in the determination in the number of allowable non-farm dwelling lots." The two Special Use Permits that have been issued are case numbers 80-07-S and 94-25-S.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is not met. The property is currently used for crop production. Approving a residence on the criterion that the land is undesirable for farming purposes when it is used for crop production, weakens the County's farmland preservation policy and would set a bad precedent.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is not met. In the future, other crop producing acreage immediately to the east may be taken out of production and replaced with single family residences if this application is approved.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling would be served by a private well and septic system. The property has 500 feet of frontage on the west side of 975E Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance could be provided for the proposed road entrance. The applicant would need to obtain an entrance permit from the Dry Grove Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is not met. The preamble states "The Agriculture District regulations are intended to provide for the use and conservation of agricultural land, to protect the value of such land and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is not met. The proposed special use does not fulfil the intent of any of the ways that a single family dwelling may be permitted as a special residential use in the Agriculture District. The high LESA score also indicates the property is of very high value for agricultural land protection.

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

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

ROLL CALL VOTE: - The roll call vote was four members for the motion to recommend denial - Members Rudolph, Dean, Elble and Kinsella; two opposed - Members Kuritz and Hoffman; and one recused - Member Finnigan. Under zoning regulations, a vote of four to two recommending denial comes to the County Board with a recommendation of denial.

Respectfully submitted this 2nd day of July 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Gunnar and Alison Darnall in case 02-25-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for farming purposes on property which is part of Section 06, Township 24N Range 1W of the 3rd PM and is located in Danvers Township on the former Correll property immediately southwest of the Intersection of 025E Road and 1925N Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 2, 2002 in the ESDA Room of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 40 acre property is part in woods, part in pasture and part in crop production. The property has 1,520 feet of frontage on the west side of 025E Road. The property is gently sloping and drains to the northwest.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the north and the south is part in pasture, part in crop production and in part used for single family residences. The land to the east is wooded and contains a single family residence. The land to the west is wooded.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 93.1 out of 125 points. The site assessment score was 126 out of 175 points. The total LESA score was 219.1 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a house on a part of the parcel that is not desirable for crop production, is sloping and is partially wooded.
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 40 acre tract is partially in crop production, partially has significant slope and woods and is partially in pasture. Nearby property to the north and south that is currently in crop production will continue to be desirable for such.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The

proposed dwelling will be located on a part of the 40 acre tract that has significant slope, trees and is not suitable for crop production.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by a private well and septic system approved by the County Health Department. The property has 1,520 feet of frontage on the west side of 025E Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance at the existing entrance to 025E Road is adequate. The applicant will need to obtain an entrance permit from the Danvers Township Road Commissioner to allow the proposed access.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the Danvers Township Road Commissioner before a building permit is issued. The land, where the proposed dwelling is to be located, is found to be undesirable for agricultural purposes. In addition, this is the first residence to be set aside from the 317 acre farm as it existed in 1974.

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

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

Respectfully submitted this 2nd day of July 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Eugene Williams in case 02-26-S. He is requesting a special use to allow a single family residence in the Agriculture District for a farm operator on property which is part of Section 26, Township 23N Range 4E of the 3rd PM and is located in Dawson Township immediately north of County Highway 36 approximately ¼ mile northwest of 2850E Road (County Highway 17).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 2, 2002 in the ESDA Room of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The seven acre property is part in grass and trees and part in crop production. The property has 480 feet of frontage on the north side of County Highway 36 and an oil and chip road 21 feet in width. The property is gently sloping and drains to the south.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the north, south and west is in crop production. The land to the east is part in crop production and in part used for a single family residence.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 105.7 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 230.7 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant farms approximately 1740 acres in the vicinity of the proposed dwelling. The proposed dwelling will help the applicant farm in the area.
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 construction of the proposed dwelling for a professional farmer is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The construction of a dwelling for a farmer on the subject property will allow the applicant to better utilize the property in the area for agricultural purposes.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 480 feet of frontage on the north side of County Highway 36. The proposed dwelling will be served by a private well and private septic system approved by the McLean County Health Department.
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. Safe sight distance can be provided at the existing entrance. The McLean County Highway Department has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agriculture District is to provide for the location and govern the establishment of residential uses that are accessory to and necessary for the conduct of agriculture.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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

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

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

Respectfully submitted this 2nd day of July 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF SETBACK VACATION
Lot 1 of Erickson Subdivision, File S-02-10

WHEREAS, Hans Sleeter has made application to vacate a part of the front setback of Lot 1 of Erickson Subdivision in file S-02-10, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

WHEREAS, said amended final plat vacates a part of the 40 foot front setback of Lot 1 of Erickson Subdivision; and

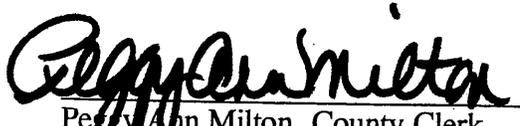
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat for the said subdivision; now, therefore,

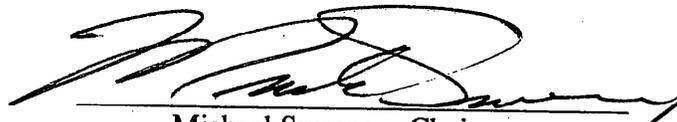
BE IT ORDAINED that the said amended final plat for the vacation of part of the recorded front setback of Lot 1 of Erickson Subdivision in Section 8, Township 23 North, Range 2 East of the Third Principal meridian, McLean County, Illinois be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 23rd day of July, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-10

1. REFERENCE

- a. Meeting date: July 11, 2002
- b. Subdividers' names: Hans Sleeter, 1426 Butchers Lane, Bloomington, IL 61701
- c. Subdivision name: Lot 1 of Erickson Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 1426 Butchers Lane, Bloomington, IL
- b. Township: Mount Hope Township
- c. Parcel Number: (05) 21-08-302-001
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: Vacate part of a front yard recorded setback
- f. Existing land use: Single family residence
- g. Surrounding land use:
 - 1). North: Vacant
 - 2). East: Single family residence
 - 3). South: Single family residence
 - 4). West: Mobile home park across the Union Pacific Railroad Right-of-way

3. DIMENSIONS:

- a. Size of Parcels: .8 acres.
- b. Background: This property contains a dwelling and a detached garage and was created with a recorded front setback of 40 feet along Butchers Lane. Since then, Butchers Lane has been vacated along the front property line making the 40 foot setback requirement unnecessary. The property is triangular in shape and this front yard vacation will allow the applicant to build a detached garage in an area of his yard that he would otherwise not be allowed. A front setback of 30 feet will be maintained from the edge of the vacated street; this meets the current setback requirements of the Zoning Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Lyle Subdivision, File S-02-11

WHEREAS, Catherine Smith has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Lyle Subdivision, file number S-02-11, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Catherine Smith has subdivided this property into three lots in order to set aside two farm dwellings on separate lots and to establish an additional lot to put an additional residence; 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 contingent upon approval by the County Highway Department; and

WHEREAS, the County Highway Department finds that the Lyle Subdivision Plat meets the requirements of the Subdivision Ordinance; and

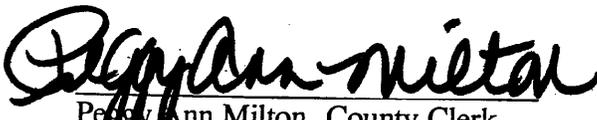
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

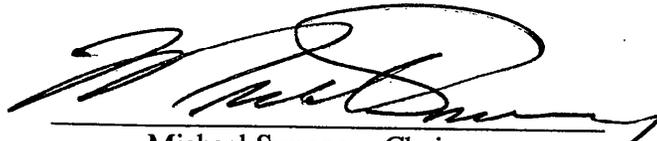
BE IT ORDAINED that the said waiver and final plat for the aforesaid Lyle Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 23rd day of July, 2002

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-11

1. REFERENCE

- a. Meeting date: July 11, 2002
- b. Subdivider's names: Catherine Smith, 14023 Royal Oaks Road, Bloomington, IL 61704
- c. Subdivision name: Lyle Subdivision

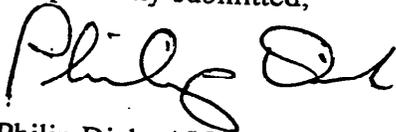
2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately south of 400N Road approximately 1/8 mile east of 200E Road
- b. Township: Mount Hope Township
- c. Parcel Number: 26-28-100-002 & 003
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a three lot final subdivision plat for the Lyle Subdivision
- f. Existing land use: Two single family residences
- g. Surrounding land use: Crop Production on all sides

3. DIMENSIONS:

- a. Size of Parcels: Lots 1 and 3 are one acre in area, and Lot 2 is three acres in area. Lot 1 and 2 contain existing dwellings. Lot 3 is vacant.
- b. The County Health Department has approved the septic systems on the two lots that contain dwellings. The dwellings were built before 1974. The Mount Hope Township Road Commissioner has signed a plat access certificate. The County Highway Department staff will review the plat before the Land Use Committee meeting.

Respectfully submitted,



Philip Dick, AICP, Director

2002

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

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

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

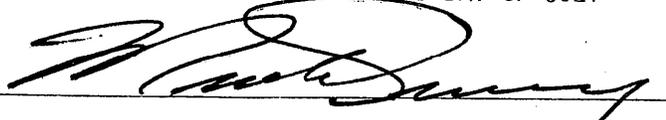
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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

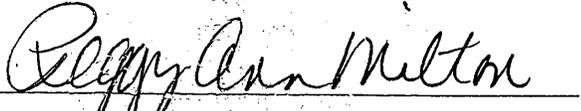
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Finance Committee					
FUND 0135 DEPARTMENT 0077 TORT JUDGEMENT PGM 0073 RISK MANAGEMENT/JAIL					
0622 0001	MEDICAL&NURSING SUPPLIES	35,000.00		0622 0005	VACCINE/PRESCR/NON-PRESCR 35,000.00-
		35,000.00			
		=====			
<hr style="border-top: 1px dashed black;"/>					
Metro Communication Ctr.					
FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR. PGM 0090 METRO COMMUNICATION					
0783 0001	MERIT BOARD TESTING	3,800.00		0724 0001	INVESTIGATION EXPENSE 3,800.00-
0760 0001	CONTINGENT	4,000.00		0840 0001	PURCHASE OF VEHICLES 4,000.00-
		7,800.00			
		=====			
		=====			

ADOPTED BY THE County Board of McLean County, Illinois

THIS 23RD DAY OF JULY , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

July 18, 2002

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to prepare bid specifications and advertise for bids for the purchase of an outside weather warning siren for use at COMLARA Park.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6 18
George J. Gordon
David F.W. Setzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



DEPARTMENT OF PARKS & RECREATION
(309) 726-2022 Fax (309) 726-2025
Comlara Park Rural Route 1 Hudson, Illinois 61748

TO: Honorable Chairman and Members, Property Committee
FROM: Bill Wasson, Director of Parks and Recreation
DATE: 07/02/02
RE: Authorization to Request Bids for COMLARA County Park Weather Siren

The Department of Parks and Recreation has reviewed options concerning the installation of a Weather Warning Siren at COMLARA County Park, as budgeted in the 2002 McLean County Capital Budget. The weather warning sirens in the City of Bloomington and Town of Normal are activated by staff at MetCom using a computerized siren system controller, which in-turn uses the current 800 MHz trunked system installed by Emergency Telephone Systems Board. This system allows for the daily checking of sirens' status (polling), improving the reliability of sirens. This computerized system also uses methods for data communication with security features to prevent false activation by "hackers".

Reports from City staff concerning the operation of the system in place, converted between 1997 and 1999, has been positive to date. The fact that the siren system radios are fixed and have elevated antenna locations has minimized the problems associated with voice communication using portable radios. In any case, if the current 800 MHz trunked radio system is replaced in the future, it is anticipated that a replacement radio communications system will be necessary for the metropolitan warning system. It is further anticipated that maintaining a component of the metropolitan system will be more cost effective than maintaining a separate system for siren operation at County Parks.

The County Parks and Recreation Department has reviewed this proposal with MetCom and ESTB staff. They have agreed that that operation of a County Parks Department siren at COMLARA County Park is feasible and can be reasonably implemented, as a component of the current metropolitan system.

The Department of Parks and Recreation requests permission to request bids for a weather warning siren which will perform and operate with the computerized system and 800 MHz signaling protocol currently in use at the MetCom Dispatch Center.



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

July 18, 2002

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the Jury Commission to approve a photocopier maintenance agreement with CDS Office Technologies.

The maintenance agreement is for a period of one year. Funding for the annual maintenance expense has been appropriated in the Jury Commission departmental budget.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

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

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



May 23, 2002

McLean County Jury Commission
Bloomington, Illinois
Attention: Jane

PROPOSED UPGRADE

Minolta EP2050 Photocopier

- *25 Copies/prints Per Minute
- *Reversing Automatic Document Feeder
- *Duplex Cabinet
- *20 Bin Sorting/Staple/3-Hole Punch
- *2 550 Sheet Front Loading Paper Drawer
- *50 SheetBy-Pass Tray
- *Surge Protector

Lease Agreement

Minolta EP2050

48Month
\$85.00*

Per Jane
e 011

SERVICE & SUPPLY AGREEMENT: \$.013 Per Copy*

Agreement includes service, (including drum), all supplies, (except paper), routine preventative maintenance, and loaner guarantee for "down machine".



Service/Supply Cost

	<u>Per Copy</u>	<u>Volume</u>	<u>Cost</u>
Current Cost	\$.02343	45,000	\$1,054.00
Proposed Cost	\$.013	45,000	<u>\$ 585.00</u>
Annual Savings with New Copier			\$ 469.00

Lease Cost

Current Cost	\$171.00
Proposed Cost	<u>\$ 85.00</u>
Monthly Savings	\$86.00
Annual Savings	\$1032.00

Total Annual Savings with Re-Lease \$1,501.00

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Jury Commission of McLean County

Room 504, Law & Justice Center
P.O. Box 2400
Bloomington, Illinois 61702-2400

Telephone (309) 888-5241

Date: June 26, 2002

To: Honorable Members of the Justice Committee
of the McLean County Board

From: Jane Engblom 
Jury Coordinator

Re: Copier contract

I submit to you a contract to renew the lease of our copier.
This is a 48 month lease at a favorable amount.

This copier serves the Jury Commission and also the need of the
Judiciary located on the 5th floor. This copier sorts and staples up to
20 copies at a time and is used by all the offices located on the
5th floor. Most often the copies are needed immediately in the Courtroom.

We have had this copier since November of 1998 and it is in good condition.

I respectfully request your approval of this contract.



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

July 18, 2002

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the contract for maintenance of the Identix Livescan fingerprinting system to Identix. Your JUSTICE COMMITTEE herewith further recommends that the maintenance contract be awarded to Identix for the period August 20, 2002 through January 31, 2003.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6 24
George J. Gordon
David F.W. Selzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Satch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

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Identix Standard Maintenance Scope of Work

1. Support:

- Unlimited telephone technical support for hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. **This does not include support for Customer provided communications networks. Any network service will be billed at published Time and Material rates.**
- Free software standard version upgrades. Identix will perform the upgrades and will schedule with mutually agreed times during normal working hours to provide this service. Standard version software is software that Identix releases to their customer base at no charge to correct the original release and its' supported features.
- Telephone response to service calls will be made within four (4) hours from the time the service call was placed.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F) On site response by an Identix Customer Support Engineer will occur within eight (8) hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hours visits (Evenings, Saturdays) within a 100 miles billed @ \$150.00 per hour portal-to-portal plus \$.50 per mile and any direct travel related expenses. (2) beyond 100 miles billed @ \$1200.00 per day, plus expenses. **Sunday and national holidays will be billed at twice our normal rate at \$200 per hour/\$1600 per day plus mileage/expenses.** Support provided on a "best effort" basis within 48 hours of a call for service.

"Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts: Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. Consumable parts (e.g. platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.

3. Access to Equipment: Identix Customer Support Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service: Maintenance service covered by this agreement does not include maintenance, repair, or replacement of damaged parts resulting from the client's moving of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II(B).

5. Printer Coverage: Identix will ensure the proper performance and operation of system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied coverage due to lack of repair parts or end-of-life determination by the manufacturer.

6. Defaults and Limitation of Liability: Notwithstanding any other provision in this agreement, Identix aggregate Liability arising from or relating to this agreement, whether through breach, non performance or otherwise, is limited to the total of the net payments made by or for you for services provided hereunder in the preceding twelve (12) months from when the cause of action arose. Neither Identix nor any of its Licensors, employees, or agents shall in any case be liable for any special incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, whether arising from contract, tort (including negligence) or otherwise. Neither Identix nor any its Licensors, employees, or agents is responsible for lost profits or revenue, loss of use do software, loss of data, costs of re-creating lost data, or the cost of any substitute service, equipment, product, system or program.

IDENTIX Maintenance Agreement Terms and Conditions

I. GENERAL SCOPE COVERAGE

Subject to payment of the Annual Maintenance Fees set forth on Maintenance Agreement Quotation document hereto, Identix, or its authorized agents or subcontractors, shall provide the system maintenance services set forth on Identix Maintenance Agreement Terms and Conditions (the "Service").

II. EXCEPTION TO COVERAGE

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix control are not covered and may subject Customer to a surcharge or to cancellation of the Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. a) Out of Scope services as defined on the accompanying Service Level Scope of Work requires a purchase order prior to commencement of work

b) Identix has no obligation to perform out of scope services without a purchase order.

c) Notwithstanding the foregoing, as a courtesy to customer, Identix will proceed without a purchase order upon signature of Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. The Services provided hereunder do not include preventive maintenance (cleaning of printer, etc.) or replacement of the following consumable items:

- Platens
- Toner Cartridges
- Floppy Disks
- Charge Rollers

D. The Services provided hereunder do not include any services to repair damage to the System occurring as a result of Customer abuse or improper use.

E. Any equipment not registered under this agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the flat rate of \$1500 per system plus parts (if any required).

F. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

III. SERVICE CALLS

Service calls under this Agreement will be made at the installation address on Maintenance Agreement Quotation document or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX.

IV. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

V. This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the

unused portion of the maintenance will be refunded (except as otherwise noted).

VI. CHARGES

The initial fee for maintenance under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement Quotation document. The Annual Maintenance Fees with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date of Identix invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in maintenance fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

VII. BREACH OR DEFAULT

If Customer does not promptly pay charges for maintenance or parts as provided hereunder when due:

A. Identix may refuse to service System

B. Identix may provide service at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix costs and expenses of collection including the maximum attorney's fee permitted by law (Said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, than Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

VIII. NO WARRANTY

Other than the obligations set forth herein, Identix disclaims all warranties, express or implied, and Identix shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the performance of the System or the loss of its use by Customer.

IX. DISCLAIMERS

Except as otherwise expressly set forth in this agreement, Identix makes no warranty, representation or promise of any kind. Identix hereby disclaims and excludes any and all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. Identix does not warrant that any software provided hereunder will be without defect or error or that the operation of the Software will be uninterrupted.

X. LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

XI. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to agreements wholly negotiated, executed, and performed in the State of Illinois. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by customer to any third party without the prior written consent of Identix.

**IDENTIX PURCHASE ORDER WAIVER FORM
FOR
RENEWAL MAINTENANCE**

Date: July 24, 2002

SR#: _____

PRIOR TO RECEIVING SERVICE THIS FORM MUST BE FAXED TO:

616-447-2629

This form confirms that the Accounts Payable Department at McLean County
(name of customer)

does not require a hard copy purchase order or a purchase order number to process payment for this Identix renewal maintenance invoice.

Accordingly, this letter authorizes Identix to bill for parts and labor associated with services rendered per Identix Maintenance Agreement Terms and Conditions Section II. B. a. b. c. and D.

Information contained on the invoice will be sufficient to secure prompt payment of all invoices in accordance with the authorized signature on this waiver form.


Signature _____ Date July 24, 2002

Michael F. Swelney, Chairman
Printed Name and Title _____

McLean County Board
Organization _____

Bill To Address:

McLean County Sheriff's Department
104 West Front Street
Bloomington, Illinois 61701



Live-Scan Maintenance Agreement Quotation

Date: June 12, 2002
 (Quoted prices valid 30 days)
Rev. Level*:

Contract Period: August 20, 2002 - January 31, 2003
 5.25 Month Alignment

Bill To:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702
 Attn: Tom Ferris
 Office: 309-888-5068
 Fax: 309-888-5072

Quotation #: 3596S
Type of Service: Standard
Terms of Payment: Net 30

Equipment Location:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702

IDX - 103381

Equipment Covered:			Price	Ext. Price	
Item	Qty	Part#	Description		
1	1	TP-600NEC2N	LiveScan Fingerprinting System w/ External Cabinet	\$5,970.30	\$5,970.30
2	1	EASE06280010-A	Back-Up CPU	\$787.50	\$787.50
3					

Annual Total: \$6,757.80
 Pro-Rated 6.75 Months To Expire January 31, 2003 - \$3,801.26
Agreement Total: \$2,956.54
 5 Monthly Payments \$591.31

Please Note:
 Your present maintenance contract will expire August 19, 2002. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$1,500 charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

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Live-Scan Maintenance Agreement Quotation

Special Comments:

Tax not included. Please add if applicable.

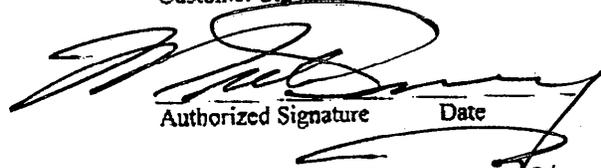
*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement. Confirmation of our agreement will be mailed to you under separate cover.

Quotation prepared by:

Debbie Blanchard / Eastern Region
1336 Mark NE
Grand Rapids, MI 49525
Phone: 616-447-2626
Fax: 616-447-2629

Customer Signature:



Authorized Signature Date

Michael F. Sweeney, Chairman
Printed Name & Title

Enclosures:

Maintenance Scope of Work
Maintenance Agreement Terms & Conditions
Purchase Order Waiver Form for Maintenance Renewal



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

June 26, 2002

TO: Mr. Joe Sommer, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: JULY 1ST, 2002 JUSTICE COMMITTEE MEETING AGENDA

Dear Chairman Sommer:

I would respectfully request that the following two (2) items be placed on the July 1st, 2002 Justice Committee Agenda. One item is for action and one item is for information only.

Action

- 1) **Identix Live-Scan Maintenance Agreement:** The McLean County Detention Facility has been using the Identix Livescan fingerprinting system since 1997 to take fingerprints from arrested subjects that are booked into the jail.

The Identix Touch Print 600 went into service on May 20, 2001 in the McLean County Detention Facility, replacing the old system that had been used since 1997. The 15-month warranty, for the initial period of coverage on the TP 600, expires on August 19, 2002. The new contract for maintenance is scheduled to begin on August 20, 2002 and will expire on January 31, 2003.

The Maintenance Agreement provides 24 hour/7 day a week telephone support. It provides coverage during the week (8-5) during normal business hours. Under this agreement, parts are provided by Identix, including the printer.

Payments will be made on a monthly basis to Identix. To prevent any interruption in the contracted service, there is an overlap into 2003 with

Mr. Joe Sommer, Chairman
Justice Committee
June 26, 2002
Page 2

this agreement, to allow the MCDF to pay the January bill in December of 2002. This is done to prevent any possibility of an interruption in the service contract. There is a \$1500.00 fee assessed by Identix should this occur.

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

By way of this memo, I am requesting that Assistant State's Attorney Eric Ruud review the attached maintenance agreement prior to implementation.

Respectively,

A handwritten signature in cursive script that reads "David Owens". The signature is written in black ink and is positioned above the typed name and title.

David Owens
Sheriff

DO:jc

STATE OF ILLINOIS
COUNTY OF McLEAN

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

WHEREAS, due to the expiration of term on June 30, 2002 of Dr. Dan Steadman on the T. B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,

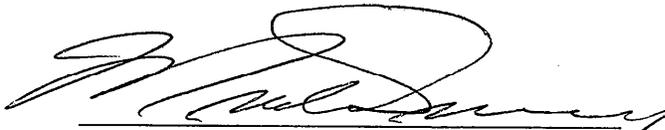
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dr. Dan Steadman, a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2005 or until a successor shall have been qualified and appointed.

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

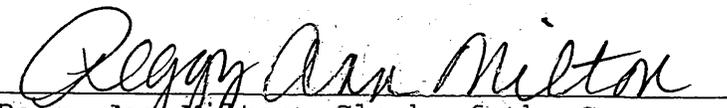
Adopted by the County Board of McLean County, Illinois, this 23rd day of July, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOYCE SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Joyce Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joyce Schippert as a Trustee of the Lantz Cemetery District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Joyce Schippert and John Yoder, Attorney at Law.

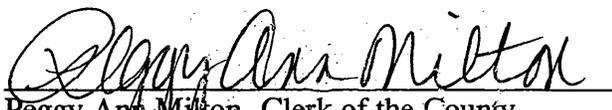
Adopted by the County Board of McLean, County, Illinois this 23rd day of July, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF CARL SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Carl Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Carl Schippert as a Trustee of the Lantz Cemetery District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Carl Schippert and John Yoder, Attorney at Law.

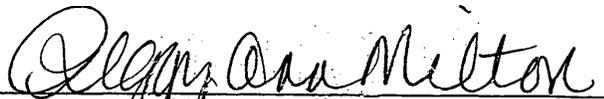
Adopted by the County Board of McLean, County, Illinois this 23rd day of July, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF STEVE SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Steve Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

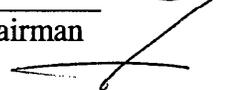
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Steve Schippert as a Trustee of the Lantz Cemetery District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.

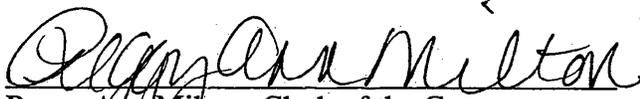
BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Steve Schippert and John Yoder, Attorney at Law.

Adopted by the County Board of McLean, County, Illinois this 23rd day of July, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board 

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JUDY MOHR
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Judy Mohr on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Judy Mohr as a Trustee of the Lantz Cemetery District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Judy Mohr and John Yoder, Attorney at Law.

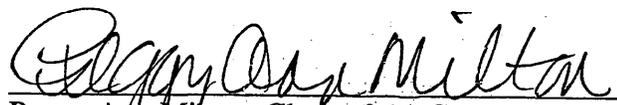
Adopted by the County Board of McLean, County, Illinois this 23rd day of July, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOYCE KATH
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Joyce Kath on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

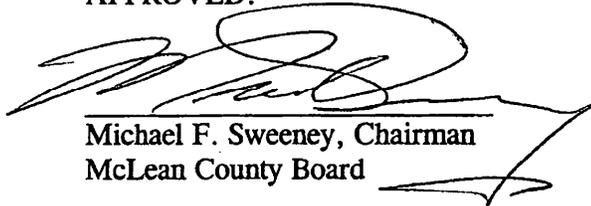
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joyce Kath as a Trustee of the Lantz Cemetery District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Joyce Kath and John Yoder, Attorney at Law.

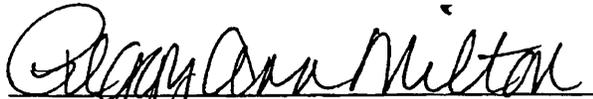
Adopted by the County Board of McLean, County, Illinois this 23rd day of July, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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

APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATIONS:
Member Bostic presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Olympia High School girls' softball team during the 2002 softball season; and,

WHEREAS, during the 2002 softball season, the Olympia High School girls' softball team compiled a record of 35 wins and 4 losses; set a school record for the number wins in a single season; and, won the championship game in extra innings with a score of 2-1; and,

WHEREAS, the Olympia High School girls' softball team won both the regional and sectional titles prior to winning the State Championship in the Illinois State Girls' High School Softball Tournament; the victory was the second State Championship won by Olympia Schools during the 2002 softball and baseball seasons; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Softball Coach Al Toliver, Assistant Coaches Jeff Gaither; Rod Dale; and, Nancy Lindenfesler, and Team Members Amber Lessen; Amber Darnall; Megan Westerfield; Erin Canopy; Mallory Toliver; Kami Logsdon; Becky Hieser; Missy Crabtree; Jessie Shay; Tiffany Prager; Hilary Shaffer; Amanda Wilson; Katie Tucker; Tricia Gaither; Amanda Tammeus; Megan Rich; Alisha Brand; and, Brandi Short; now, therefore,

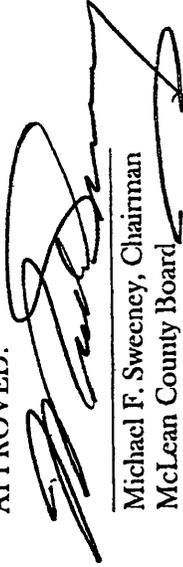
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of Olympia High School girls' softball team are to be congratulated on winning the State Championship in the Illinois State High School Softball Tournament and on an outstanding season.

APPROVED by the McLean County Board this 23rd day of July, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweency, Chairman
McLean County Board

Member Bostic presented a Resolution of Congratulations for the Olympia High School Girls' Softball Team.

Member Bostic presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Olympia High School boys' baseball team during the 2002 baseball season; and,

WHEREAS, during the 2002 baseball season, the Olympia High School boys' baseball team compiled a record of 38 wins and 1 loss; set a school record for the number wins in a single season; set a State record for the number of hits in a State tournament game; and,

WHEREAS, the Olympia High School boys' baseball team won both the regional and sectional titles prior to winning Olympia High School's first State Championship in the Illinois State Boys' High School Baseball Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Baseball Coach Ron Smith, Assistant Coaches Mike Hayes; Scott Thornton; Mark Finchum; and, Patrick Hewitt, and Team Members Dusty Hayes; Trevor Smith; Cullen Smith; Neil Birky; Derrick Foley; Nate Eaton; Tyler Egli; Rush Olson; Cole Horner; Tyler Thornton; Ryan Kendrick; Chris Frank; Cam Check; Lance Leesman; Tyler Haning; Ryne Sherman; Steve Raleigh; and, Jeff Darnall; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of Olympia High School boys' baseball team are to be congratulated on winning the State Championship in the Illinois State High School Baseball Tournament and on an outstanding season.

APPROVED by the McLean County Board this 23rd day of July, 2002.

ATTEST:

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

APPROVED:

Michael F. Sweency
Michael F. Sweency, Chairman
McLean County Board

Member Bostic presented a Resolution of Congratulations for the Olympia High School Boys' Baseball Team.

Member Selzer presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Normal Community High School girls' softball team during the 2002 softball season; and,

WHEREAS, during the 2002 softball season, the Normal Community High School girls' softball team compiled a record of 33 wins, 3 losses, and 1 tie; and,

WHEREAS, the Normal Community High School girls' softball team won regional, sectional, and super-sectional titles prior to winning 2nd place in the Illinois State Girls' High School Softball Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Softball Coach Bob Grimes, Assistant Coaches Tom Finch; Julie Fletcher; and Laurie Martin; and Team Members Jeannic Kohoutek; Katie Bradley; Shannon Kennedy; Calli Grimes; Mindy McIntyre; Shanna Diller; Ashley Lyle; Megan Patti; Mary Godley; Meghan Hassel; Kristin Lutes; Kayla Kindred; Ali Arnold; Lauren Mutari; and, Jennifer Riddle; now, therefore,

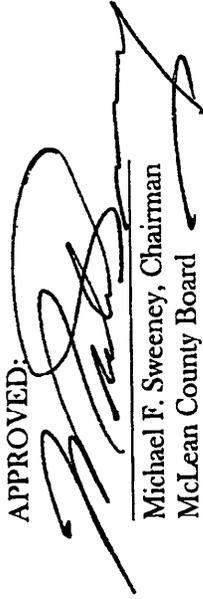
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of Normal Community High School girls' softball team are to be congratulated on winning 2nd Place in the Illinois State High School Softball Tournament and on an outstanding season.

APPROVED by the McLean County Board this 23rd day of July, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Selzer presented a Resolution of Congratulations for the Normal Community High School Girls' Softball Team.

Member Bass presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the University High School girls' soccer team during the 2002 soccer season; and,
WHEREAS, during the 2002 soccer season, the University High School girls' soccer team compiled a record of 20 wins, 3 losses, and 1 tie; won the Sportsmanship Award; and had 2 team members, Ashlee Pistorius and Megan Tischhauser named to the All Tournament Team; and,
WHEREAS, the University High School girls' soccer team won the regional, sectional, quarter final and semi-final titles prior to winning 2nd place in the Illinois State High School Girls' Soccer Championship; and,
WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Soccer Coach Dr. Bodo Fritzen, Assistant Coach Jon Fritzen; and Team Members Jessica Brown; Allie Aageson; Kelsey Bohling; Megan Tischhauser; Abbey Graves; Kelley Knapp; Natalie Davis; Jamie Blass; Leah Pryor; Erin Ruddy-Moore; Ashlee Pistorius; Christina Chojnacki; Kaelin Merriman; Brianna Galloway; Ericka Holt; Erica Rohren; Elie Somers; Sarah Glass; Leah van Gotham; Keely Scott; and, Kristin Claricoates; now, therefore,

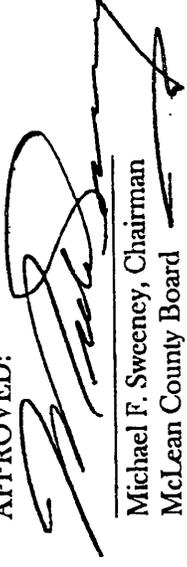
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of University High School girls' soccer team are to be congratulated on winning 2nd Place in the State Championship in the Illinois State High School Girls' Soccer Tournament and on an outstanding season.

APPROVED by the McLean County Board this 23rd day of July, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Bass presented a Resolution of Congratulations for the University High School Girls' Soccer Team.

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

**A RESOLUTION OF THE McLEAN COUNTY BOARD
SETTING FORTH SPECIFIC RECOMMENDATIONS FOR THE
FISCAL YEAR 2002 GENERAL FUND
ANNUAL APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (1992), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; and

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

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

BE IT RESOLVED by the McLean County Board, now meeting in regular session that the following recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance are hereby approved and adopted:

- (1) All present Open Positions in the County offices and departments in the General Fund are hereby frozen and future vacant Open Positions in the County offices and departments in the General Fund shall be frozen. In order to hire an employee to fill an Open Position that is currently vacant or a position that becomes vacant prior to December 31, 2002, the elected official / department head must seek approval and authorization from the Finance Committee. The recommendation(s) of the Finance Committee will be presented to the Executive Committee for review and approval.
- (2) County offices and departments in the General Fund are hereby directed to reduce the Fiscal Year 2002 departmental operating budget to an amount equal to 98% of the Fiscal Year 2002 Annual Appropriation and Budget Ordinance less \$201,353.00.
- (3) The REVISED Fiscal Year 2002 Annual Appropriation and Budget expenditure ceiling for the County offices and departments in the General Fund is hereby set at \$23,906,422.00, as listed on the attached Exhibit #1, which is hereby incorporated and made a part of this Resolution.
- (4) County offices and departments in the General Fund are hereby directed to prepare a REVISED Fiscal Year 2002 departmental budget in accordance with the provisions of this Resolution and to submit this REVISED Fiscal Year 2002 departmental budget to the County Administrator's Office on or before July 30, 2002.

(2)

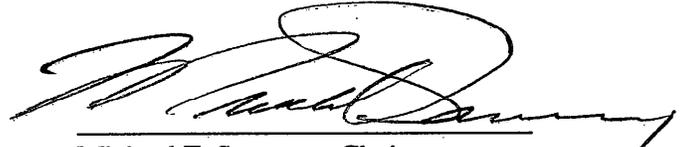
- (5) The County Administrator is hereby directed to prepare an AMENDED Fiscal Year 2002 Annual Appropriation and Budget Ordinance for the General Fund for presentation and review by the Finance Committee and Executive Committee during the monthly Committee meeting cycle in August, 2002.
- (6) The County Clerk is hereby directed to forward a certified copy of this Ordinance to the County Auditor, County Treasurer, and County Administrator.

ADOPTED by the County Board of the County of McLean, Illinois, this 23rd day of July, 2002.

ATTEST:

ADOPTED:


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


Michael F. Sweeney, Chairman
McLean County Board

Budget_ord_fy2002a

Exhibit #1

	Total Adopted Budget	Expenditures as of 6/30	Revised Budget	Revised Budget as % of Total
01 County Board	\$1,202,173	\$636,556	\$1,174,855	97.73%
02 Administration	\$375,863	\$211,707	\$366,301	97.46%
03 Auditor	\$264,658	\$129,844	\$256,974	97.10%
04 Treasurer	\$340,962	\$145,497	\$310,202	90.98%
05 Clerk	\$582,959	\$308,505	\$570,263	97.82%
06 Recorder	\$176,061	\$100,411	\$171,185	97.23%
08 Merit Commission	\$14,631	\$11,092	\$14,110	96.44%
15 Circuit Clerk	\$1,625,633	\$773,659	\$1,582,878	97.37%
16 Court	\$762,551	\$349,932	\$741,723	97.27%
18 Jury Commission	\$92,762	\$37,475	\$89,803	96.81%
20 State's Attorney	\$1,911,813	\$918,127	\$1,868,037	97.71%
21 Public Defender	\$1,213,701	\$635,461	\$1,185,177	97.65%
22 Court Services	\$2,962,810	\$1,552,801	\$2,891,815	97.60%
29 Sheriff	\$6,035,671	\$2,948,318	\$5,851,612	96.95%
31 Coroner	\$354,847	\$187,735	\$344,816	97.17%
32 Rescue Squad	\$25,355	\$18,453	\$24,573	96.92%
38 Building & Zoning	\$263,345	\$131,686	\$257,300	97.70%
40 Parks	\$383,510	\$172,653	\$373,195	97.31%
41 Facilities	\$3,079,701	\$1,375,121	\$2,988,225	97.03%
43 Info Services	\$1,782,557	\$1,080,916	\$1,731,129	97.11%
47 ESDA	\$145,207	\$104,743	\$141,612	97.52%
48 Election Comm	\$390,902	\$197,452	\$390,902	100.00%
49 Assessor	\$604,121	\$278,065	\$579,737	95.96%
Total	\$24,591,793	\$12,306,209	\$23,906,422	97.21%



OFFICE OF THE ADMINISTRATOR

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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 18, 2002

Memo to: The Honorable Chairman and Members of the McLean County Board

From:

John M. Zeunik

Re:

Status Report on Fiscal Year 2002 General Fund Budget

The midpoint of the County's fiscal year – June 30th – provides an opportunity to review the impact of the State's fiscal year 2003 adopted budget on County government, year-to-date revenues and expenditures, and projected revenues and expenditures through December 31, 2002.

State Budget Impact:

For your information and review, here is a summary of the significant State budget decisions that will impact McLean County government in fiscal year 2002.

- (1) Personal Property Replacement Tax – The Illinois Department of Revenue's estimate for Personal Property Replacement Tax revenue for the period July 1, 2002 through June 30, 2003 is \$882,904.00. Based on the year-to-date Personal Property Replacement Tax revenue and the estimate received from the Revenue, the revenue shortfall for fiscal year 2002 is projected to be (\$180,401.00).

For comparison, the Illinois Department of Revenue's estimate for Personal Property Replacement Tax revenue for the period July 1, 2001 through June 30, 2002 was \$1,125,269.00. For this period, actual revenue received was \$1,013,700.91.

- (2) Retailers' Occupation Tax – The State's fiscal year 2003 adopted budget provides that the State will keep 100% of the photo processing sales tax revenue. The revenue shortfall is projected to be (\$20,687.00).
- (3) Salary Reimbursement – In State fiscal year 2002 ending June 30, 2002, the State exhausted the line-item appropriation for reimbursement of Probation

45

The Honorable Chairman and Members of the McLean County Board
July 18, 2002
Page Two

Officers' salary expense and grant-in-aid expense by mid-May. As a result, McLean County received less than 100% reimbursement for May and will receive no reimbursement for June. The revenue shortfall totals (\$237,761.58) for fiscal year 2002.

Local Budget Impact:

For your information and review, here is a summary of the significant local actions that will impact the County's fiscal year 2002 budget.

- (1) City of Bloomington Annexation – On Monday, June 10, 2002, the Bloomington City Council approved the annexation of Farm & Fleet, 2101 West Market Street. Prior to the City's annexation, Farm & Fleet was the single largest source of sales tax revenues to County government. Historically, Farm & Fleet generated between \$650,000 - \$750,000 in sales tax revenue. As a result of the annexation by the City, County government will now receive ¼ of 1% of the sales tax revenue, which is estimated to be \$82,500.00 for the balance of fiscal year 2002. Therefore, the revenue shortfall is projected to be (\$247,500.00).

Total State and Local Budget Impact:

Here is a Summary of the impact of the State and local actions on the County's fiscal year 2002 budget:

State of Illinois:

Personal Property Replacement Tax	(\$180,401.00)
Retailers' Occupation Tax – Photo Processing Sales Tax	(\$ 20,687.00)
Salary Reimbursement – Probation Officers	(\$237,762.00)
Sub-Total:	<u>(\$438,850.00)</u>

Local Action:

Loss of Farm & Fleet 1% Sales Tax Revenue	(\$247,500.00)
Sub-Total:	<u>(\$247,500.00)</u>
TOTAL:	<u>(\$686,350.00)</u>

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Recommended Action:

To address the projected shortfall in revenues anticipated between July 1 - December 31, 2002 in the General Fund, the following recommendations are presented for your review and consideration.

- (1) Freeze all present Open Positions, resulting in a savings of \$77,766.00, and freeze all future Vacant Positions in the General Fund. In order to fill a position that is currently vacant or a position that becomes vacant prior to December 31, 2002, the department head must seek approval and authorization from the Finance Committee.
- (2) Reduce expenditures in targeted line-item appropriations in the Overtime, 600, 700, and 800 line-item appropriations by an additional \$123,587.00 as listed on the attached spreadsheet.
- (3) Approve and adopt the REVISED Budget Appropriation of \$23,906,422.00 as the Fiscal Year 2002 General Fund expenditure ceiling.

At the July Finance Committee meeting, Clifton Gunderson, the County's outside auditor, presented the Fiscal Year 2001 audited financial statements. Clifton Gunderson advised the Finance Committee that the County's General Fund finished fiscal year 2001 with revenues at 101% of the adopted budget and expenditures at 102% of the adopted budget. As a result, the General Fund finished fiscal year 2001 with a deficit of (\$346,823.00). This deficit reduced the General Fund's unencumbered fund balance. The Fiscal Year 2001 audited financial statements report that the General Fund unencumbered fund balance totalled \$4,453,585.00 as December 31, 2001. Clifton Gunderson also noted that Cash and Deposits, totaling \$1,719,391.00, represent 38.6% of the total General Fund unencumbered fund balance. In order to avoid a cash liquidity shortfall prior to year-end or early in fiscal year 2003, it is important to limit all future Emergency Appropriation expenditures from the unencumbered fund balance of the General Fund. For your information, as of June 30, 2002, the County Treasurer's Office reports that the General Fund unencumbered fund balance is \$4,359,025.33. Of this total, \$1,394,305.57 is Cash and Deposits.

The above recommendations are a first step towards bringing the Fiscal Year 2002 Adopted Budget in line with the projected shortfall in revenue. Given the continuing uncertainty in the national and State economy, it may be necessary to recommend further actions between now and year-end.

Thank you.

Members Sommer/Berglund moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the Items to be Presented for Information are on pages 44-64.

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

ATTACHMENT 1: BACKGROUND INFORMATION

**VICTIMS OF CRIME ACT
Child Advocacy Center Services Programs**

Organization Name: The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA

Organization Address: 200 W. Front, Suite 500 B
Bloomington, Illinois 61701

Organization FEIN No: 37-6001569

Contact Person: Billie Larkin
Telephone Number: (309) 888-5854

Fax Number: (309) 888-4969

E-mail Address: billie@mclean.gov

Amount of Federal Funds Requested: \$71,848.94

Amount of Match Funds to be Used: \$17,962.23

Total Program Cost (Federal and Match): \$89,811.17

Type of Implementing Agency (Check one)

Child Advocacy Center attached and coordinated through a county state's attorney's office

Child Advocacy Center attached, but not coordinated through a county state's attorney's office

Independent Child Advocacy Center

Please Provide the Total Amounts of Funding Allocated to Victim Services Based on Your Agency's Current Fiscal Year Budget:

Federal (Excluding VOCA)	\$48,500
VOCA Funds	\$82,390
State	\$151,665
Local	\$135,293
Other	\$N/A

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For this Victim Services Program Indicate:

1.0 Number of New Staff (Full-time Equivalents) Proposed, Both Federal and Match Funds

1.0 FTE

11 FTE Indicate the Number of Volunteer Staff used by Agency (Full-time Equivalents) 11 FTE comprised from volunteer therapist, CASAs, Board of directors, interns, clerical

Geographic Area Served by Agency: McLean, Livingston, and DeWitt Counties

Population of Service Area McLean, 150,433, Livingston, 39,678 and DeWitt, 16,698 for a total population of 206,809

X Does this proposal make a special effort to target any Un-Served or Underserved Populations?

If So, Please Check All Un-Served or Underserved Populations being Targeted

African American

Hispanic

X Rural

Other (specify) _____

None

Mentally Disabled

Physically Disabled

X Underserved Urban

Identify the Victim(s) to be Served Through this VOCA-Funded Project By Checking the Types of Crime(s)

Child Physical Abuse

Child Sexual Abuse

_ X _ Both

Check the Services to be Provided by this VOCA-Funded Project

_ X _ Case Management

Crisis Intervention

Advocacy

ATTACHMENT 2: PROPOSAL CONTENT

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

Section I: Description of Organization. In this section, we are trying to gain a general sense of your CAC's overall goals and activities, NOT solely the project for which you are seeking VOCA funds.

a. What is the mission of your CAC?

Mission Statement

The Children's Advocacy Center is dedicated to serving the best interests of abused and neglected children through the programs of the Children's Advocacy Center.

Value Statement

We believe that all children should be free of abuse and neglect. That all children should have the opportunity to develop to their fullest potential in a safe and loving home environment. That it is the best interest of abused and neglected children to have a multidisciplinary team serve on their behalf and that the best interest of the children is to have collaboration among agencies working on the behalf of the child. We believe that abused and neglected children deserve a Court Appointed Special Advocate (CASA) to help the courts determine their best interests. We believe that adult survivors of abuse need support and education and that the community should be educated on issues related to child abuse and neglect.

b. What types of child abuse cases are referred to your CAC? (Circle one)

SEXUAL ONLY

PHYSICAL ONLY

BOTH

c. How are these cases referred to your CAC, AND what agency(ies) refers them to your CAC?

Cases are referred to the CAC primarily through the Department of Children and Family Services (DCFS) and Law Enforcement. As a result of a hotline call or from law enforcement through direct contact when DCFS is not involved with the case.

Other agencies may make referrals to the CAC, or mandated reporters may call the CAC directly and at that time we make the referral with them/for them to the appropriate agency.

d. What primary activities, including direct services, occur at your CAC?

Our CAC is a full member of the NCA (National Children's Alliance) therefore we are held to all activities mandated under that designation. Services that are offered at the CAC of McLean County include: MDT collaboration, forensic interviewing, crisis intervention, referral to agencies with specialization for a specific victim (i.e., long term

mental health counseling, Domestic Violence (DV), Rape Crisis etc., training, case management, child/family advocacy. By July 1 2002, we anticipate offering culposcopic medical satellited by the Pediatric Resource Center of Peoria under the direction of Dr. Kay Saving. As well as direct crisis intervention of child victims and their non offending parent/caregiver, we offer teen or pre-teen groups, and mother's group. For over 5 years we have offered to adult survivors of child abuse a weekly support group.

Section II: Summary of Program. This section will help us understand the project for which you are seeking VOCA funds. This must include all direct services to be provided to child abuse victims and their non-offending family members with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

- a. Which of the following direct services will this project provide? *(Please refer to service definitions and corresponding activities in Appendix B.)*
Circle ALL that apply:

CASE MANAGEMENT ADVOCACY CRISIS INTERVENTION

- b. Will additional staff be hired to provide the direct services to be funded with this project, AND/OR will hours of existing staff increase to provide these services?

(circle one) ... ADDITIONAL STAFF EXISTING STAFF BOTH

If **ADDITIONAL STAFF** will be hired, please indicate each additional staff person's title you will hire for this project below, AND the full-time equivalent (FTE) each will work for this project.

<u>Title of additional staff person to be hired</u>	<u>% FTE for this project</u>
<u>Multi-County Case Manager</u>	100%

If **EXISTING STAFF** will be used for this project, please indicate the title of the existing person who will work for this project below, AND the full-time equivalent (FTE) each will work towards this project. THEN, please also indicate the full-time equivalent of each existing staff person for work performed at your CAC not including time spent on this project.

<u>Title of existing staff person to be hired</u>	<u>% FTE for this project</u>	<u>% FTE not including this project</u>

c. Will this project provide **general direct services** for all child abuse victims at your CAC, **OR** will this project provide **specialized direct services** to a more specific population of child victims at your CAC?

(circle one)..... **GENERAL SERVICES** **SPECIALIZED SERVICES**

If **SPECIALIZED SERVICES**, what sub-population of child abuse victims at your CAC will these specialized services will be targeted for? (*e.g. non-English speaking child victims, disabled child victims, child victims ages 2 to 4*)

d. Will direct services from this project also be provided to non-offending family members (in addition to victims)?

(circle one)..... **YES** **NO**

e. What will be the primary qualifications of staff providing direct services with this project? (*Please include a job description for each position with application packet*)

The hiring (minimally) of an undergraduate degree person who has had work experience in child welfare and or maltreatment will fulfill the case management position. Qualifications will also include both good oral and written communication skills, proven history of working with children or within a family structure, collaboration with agencies, leadership, and follow through. A knowledge of juvenile law and competent case management techniques would be highly sought as well as documented history of working with victims. (See attached job description)

f. Who will oversee this project?
The project will be overseen by the Assistant Director of Operations.

g. How will this project complement the current activities and services provided at your CAC?

The project will be instrumental in bringing a full service component to the rural counties of Livingston and De Witt. While we have a satellite VSI (Victim Sensitive Interview) center in each county, we have not been able to offer the full array of services that are offered in McLean County to the satellite counties. This project will link to the

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services being offered in McLean County to child victims and their non-offending families in Livingston and De Witt. Child victims and non offending family members will have the same choices and treatment available as those currently living in McLean County.

Section III: Statement of Problem. This section will help us understand why this project is so important to child abuse victims at your CAC as well as the community you serve.

First, please complete the table below with the specified child abuse rates for the counties you served for State Fiscal Years (SFY) 1999 through 2001. This county-level data is available from the Illinois Department of Family Services' (DCFS) *Child Abuse and Neglect Statistics Annual Report*. All three (3) reports (one for each SFY) can be downloaded directly from the following web page:

http://www.state.il.us/dcf/com_communications.shtml. If you do not have Internet access, you may obtain this information directly from DCFS at 217.785.2509.

Rates per 1,000 children ages 0-17 for reported and indicated child abuse & neglect, and reported and indicated child sex abuse, state fiscal years 1999-2001

County	Rate of Reported Child Abuse and Neglect			Rate of Indicated Child Abuse and Neglect			Rate of Reported Child Sex Abuse			Rate of Indicated Child Sex Abuse		
	SFY 99	SFY 00	SFY 01	SFY 99	SFY 00	SFY 01	SFY 99	SFY 00	SFY 01	SFY 99	SFY 00	SFY 01
McLean	41.4	40.5	38.6	19.5	21.2	14.7	2.7	3.3	2.4	1.3	1.7	1.0
Livingston	42.5	52.0	42.4	18.6	24.6	13.9	5.4	7.2	3.3	2.9	7.2	1.4
DeWitt	46.4	43.7	43.0	21.6	20.0	14.9	5.7	4.8	4.6	2.5	1.1	1.1

Next, please complete the following table with the number of child abuse victims whose cases have been referred to your CAC for each of the last three (3) calendar years (or for each year your CAC has been operating if less than three years).

**Number of child abuse victims referred to McLean County
Child Advocacy Center, 1999-2001**

Type of Abuse/Year	1999	2000	2001
Number of child victims of SEXUAL abuse referred to your CAC	150	201	203

Number of child victims of PHYSICAL abuse referred to your CAC	8	12	16
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Finally, please respond to the questions listed in the table below as in Sections I and II.

a. What is the problem(s) identified among child abuse victims and/or their non-offending family members at your CAC that this project will address? *(What do child abuse victims and non-offending family members at your CAC need that they are not getting now?)*

Due to the expansion of the McLean County CAC into Livingston and DeWitt County, we need to provide to child abuse victims and their non-offending family members a full complement of services. Currently they are only receiving forensic interviewing and limited advocacy with no case management component available. Case management services will assist in the coordination of services to the victim and assist in facilitating the multidisciplinary process. The services will include initiating contact with victims, establishing a case history, make effective referrals, provide on-going support, identifying community resources, identifying and following up on emerging needs and developing the plans to meet those needs.

b. How are you aware that this problem exists? *(You may use the data entered in the above tables if applicable. You may use other data as long as you indicate the source, and you may also use anecdotal information based on staff experience.)*

During meetings with Illinois Criminal Justice Information Authority (June 2001) DeWitt County was documented as one of the counties in Illinois with 50% indicated abuse rates. Rates reported above (DCFS rates) characterize each county with significant rates of reported and indicated abuse. Since we have been actively involved in these counties for the last two years, our records as well indicate an increase in reported cases to the CAC. In meeting with children and non-offending parents, we are all too aware that services: 1) either are not being provided by agencies like DCFS in follow through; 2) parents are not following through on services for the child victim; or 3) task forces in each of the counties have provided us with information related to a lack of case management available. Clearly we need to link the satellite CACs (Livingston and DeWitt) to the parent CAC (McLean) to ensure full service delivery.

c. Why is your CAC unable to address this problem(s) with existing resources?

At this time we have only one person available for service delivery in Livingston and DeWitt County. We cannot offer a full array of services nor can we follow through with the family adequately with the limited existing resources we have. Although McLean County staff does back up to the two satellite counties, when children are being seen on a daily basis in all three counties, it is difficult to juggle and coordinate services with our limited staff resources. We have firmly established each county with forensic interviewing, but case management is needed for the child victim and non-offending family members.

d. Have there been prior efforts to address this problem at your CAC?

(circle one)..... YES NO

If YES, why was this effort not successful (or not completely successful)?

e. Are there any other resources in the area you serve that can help child abuse victims and/or their non-offending family members with the need(s) you identified?

(circle one)..... YES NO

If YES, what is this resource, AND why is this project needed in addition to this resource?

Section IV: Goal and Objectives. This section will help us better understand where your project is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match funded activities.**

A. Goal: A universal goal has been developed for these projects. Please circle the choice(s) that are most appropriate for your intended project.

To provide direct services to child victims of

(Circle one) SEXUAL PHYSICAL SEXUAL AND PHYSICAL abuse

(Circle if applicable): AND NON-OFFENDING FAMILY MEMBERS

for the sole purpose of alleviating trauma and suffering incurred from victimization.

B. Objectives: Please complete the following objectives by inserting the number of clients that will be provided with that service. If you will not be providing a specific type of service, place a zero in the blank. Performance indicators will be developed for you from your responses to these objectives.

Ex. Provide court accompaniment to 6 victims each month.

- 1.) Provide crisis intervention services to 0 victims each month.
- 2.) Provide case coordination to 18 victims each month.
- 3.) Provide advocacy services to 18 victims each month.
- 4.) Develop service plans for 18 victims each month.
- 5.) Provide criminal justice advocacy to 0 victims each month.
- 6.) Provide medical advocacy to 2 victims each month.
- 7.) Provide personal advocacy to 0 victims each month.
- 8.) Make referrals to outside agencies 10 times each month.
- 9.) Provide follow up services to 18 victims each month.
- 10.) Assist 0 victims with filing compensation claims each month.
- 11.) Staff 20 multidisciplinary team meetings each month.

C. Impact Objective(s): The objective(s) developed in response to this item will improve your ability to assess the *impact* of direct services from this project on your target population.

What kinds of smaller, observable changes do you want to see in child abuse victims or their non-offending family members? *Will they behave or think differently? Will they develop new skills? Will there be an increase or decrease in something?*

Most notably an impact objective would be for child victim's and non-offending caregivers to have a chance at seeking the help that they need in a timely and concise fashion. A child will have access quickly to medical and mental health referrals by the case manager to make a difference quickly in the impact the abuse has made on a child. We know from experience, a child's ability to heal is most affected by his knowledge that the abuse that took place was not his fault and that there are groups of people have heard him and support him. We hope that a child and his caregivers are given a choice of services and that service options make the most sense for the victim.

We would like to see an increase in referrals to community providers, a shortening of time a family is "in the system". (Meaning that the family has gotten the help they needed and have been able to regain some normalcy to their lives). With good case management being offered we view a comprehensive increase of services to the victim and a decrease in waiting and lack of follow through.

Section V: Program Strategies. The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

- a. Please list the specific activities each staff hired under this project will be providing to child abuse victims and/or their non-offending family members. (*See allowable activities included within service definitions provided in Appendix A.*)
- The coordination of services to the victim and their non-offending family members.
 - Assist in facilitating the multidisciplinary team process.
 - Contact with victims and families, establishing a social history with victims and families in order to identify all areas of concern and all areas of need for making referrals.
 - Provide on going support, making referrals for needed services, identifying community resources for victims and families
 - Assessing progress in securing appropriate services and meeting related goals
 - Conducting follow up interviews,
 - The identification of families emerging needs and development of plans to meet them
 - Participation in all post interview case reviews and multidisciplinary team review meetings

b. How will the activities you listed in response to item (a) above help your specific target population?

By providing for the coordination, referral and follow up of services (after those service needs are determined), we can begin to ensure the population of child victims and non-offending families in Livingston and DeWitt Counties a level of service delivery that at

this time we are unable to respond to adequately. The case manager can act as a liaison for further services making referrals in their respective counties, act as a case manger to the multidisciplinary team but most importantly to the victim the case manager can get the necessary services in place and make sure that follow through is completed.

c. Does staff need to be trained to provide the direct services for this project?

(circle one)..... **YES** **NO**

If **YES**, what kind of training will they receive, AND who will provide it?

Training will be multi-faceted and will be determined somewhat by the need, and employment history of the staff person hired. Basic trainings however will be:

- Direct training with case management employee servicing McLean County (Kathy Patterson, Mary Whitaker)
- Training in specific counties (Jo Sipes for Livingston and DeWitt) For example, in DeWitt working with Growing Strong, in Livingston working with IHR for specific mental health individual counseling.
- Multidisciplinary training in each county (Mary Whitaker, Billie Larkin)
- State-wide trainings provided by Central Region of CACs of Illinois (TBA)
- NCA training, APRI, NNCAC Training in Huntsville
- CASA training (Fall 2002, Laura Tuffentsamer)
- Other training that is appropriate and considered imperative for the position, not limited to those listed above.

If **NO**, why not?

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

Activity	Date Begun	Date Completed	Personnel Responsible	If ongoing, how often?
EXAMPLE Hire medical advocate	Month 1	Month 2	Coordinator	N/A

EXAMPLE				
Distribute brochures	Month 3	Ongoing	Volunteers	Weekly
Advertise position	Month 1	Month 2	Director	N/A
Interview and hire position	Month 2	Month 2	Director	N/A
Position begins with training	Month 3	ongoing	As stated prior, under the oversight of Mary Whitaker	Weekly or as indicated by appropriate training curriculum
Meetings with appropriate community agencies, introduction of services and acknowledgement, protocol of delivery services between agencies	Month 3	Ongoing	Case manager	Weekly, monthly as determined by need
Making brochures and information packets for child victims and families on services	Month 3	Month 3	Case manager/ Director	N/A
Case management duties as outlined under program strategies	Month 3	Ongoing	Case manager	Daily, weekly as determined by caseload
Evaluation of service, case manager	Month 6	Month 6	Mary Whitaker. Asst. Director	N/A
Implement or expand duties, look at trends of needs for satellite counties	Month 6	Month 12	Case manager	N/A
Evaluation of service, case manager	Month 12	Month 12	Mary Whitaker, Asst. Director	N/A
Continuation of program services	Month 12	Month 24	Case manager	N/A
Evaluation of satellite service, case manager	Month 12	Month 12	Director, Board of Directors	N/A

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

This budget was determined by using methods that must be applied to case management level personnel through McLean County Government. Several years ago the county went through a vigorous 18-month evaluation of salaries comparable to others within the county and the State of Illinois. The rate that is being used as salary for the case manager's position is entry level for that position as determined by the 18 month evaluation outcome. The fringe benefits are basic benefits that every employee has and there are no benefits inflated. Management and administration are not allowable and are not taken into consideration anywhere in this grant. The fringe benefit worksheet is included.

Program goals and objectives are a direct outcome of the ability to hire a case manager to provide those services in Livingston and DeWitt Counties and as a backup in McLean County. Cost of salary and benefits as well as a computer and mileage are the minimal needs to make this position able to function adequately.

Local match items on the budget will be provided (i.e. desk, filing cabinet etc) through the CAC. All training as well will be provided, and although we have stated only the minimum we see the case manager attending, we will be happy to document all the training we provide to the case manager's position. Travel, commodities and equipment are estimated based on past performance and cost incurred through the agency in similar positions.

Each budget category has complete breakdown of how expenses were determined and actual costs with completed bids in the narrative section with the budget.

EQUIPMENT

Item	Cost per Unit	# of Units	Total Cost	Federal Amount	Match Contribute
Computer, printer, monitor	\$ 1,700.00	1	\$ 1,700.00	\$ 1,700.00	\$ -
Software and licenses	\$ -		\$ 500.00	\$ -	\$ 500.00
Desk	\$ -		\$ 350.00	\$ -	\$ 350.00
2 side chairs	\$ -		\$ 350.00	\$ -	\$ 350.00
Filing cabinet	\$ -		\$ 150.00	\$ -	\$ 150.00
Table in Livingston County	\$ -		\$ 175.00	\$ -	\$ 175.00
Table in McLean County	\$ -		\$ 175.00	\$ -	\$ 175.00
Child furniture in Livingston	\$ -		\$ 500.00	\$ -	\$ 500.00
Cell Phone	\$ -		\$ 90.00	\$ -	\$ 90.00
TOTAL EQUIPMENT COST			\$ 3,990.00	\$ 1,700.00	\$ 2,290.00

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget. (See Attached Instructions in Appendix B and C)

We have three comparable bids on the computer from Best Buy, Gateway and Dell Computers and we estimate we can secure a printer, monitor with the capabilities of doing in house publications for brochures and professional power point for \$1700.00. Software and licenses would be based in Publisher 2002 (Cost \$299.00) Norton anti-virus and if possible Microsoft word 2000XL professional series since the county is going to that format during this calendar year.

Desk for office is estimated at \$350, and currently we have bids out at three different companies for that as well as a filing cabinet. The Table in Livingston county would be child friendly size to accommodate sitting with children during social history/intake. The McLean County table would be a computer table for the office, and we have a preferred provider of those for the county. The cost is \$225 but allowable in the grant \$175.00.

The child furniture in Livingston will be a match contribution to bring some child-size furnishings to this satellite office. Child size chairs for group and discussion as well chairs to accompany the table in Livingston County. Cell phone is based on current best prices available at SPRINT, which are 129.00 for a cell phone with a \$50 coupon. Cell phones cost vary greatly, but it will be important since this person will be so rural based to be able to have non-roaming cost associated.

TRAVEL

	Cost per Mile	# of Miles/mo	# of Months	Total Cost	Federal Amount	Match Contribute.
Staff Mileage	34.5	520	23	\$ 4,126.20	\$ 1,988.97	\$ 2,137.23
Client Mileage	0			\$ -	\$ -	\$ -
Parking				\$ 600.00	\$ -	\$ 600.00
Conference Travel	Cost/ person	1	22 # of days	\$ 900.00	\$ -	\$ 900.00
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ 750.00	\$ -	\$ 750.00
Lodging				\$ 1,980.00	\$ -	\$ 1,980.00
				\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 8,356.20	\$ 1,988.97	\$ 6,367.23

* State rate is calculated at \$.345/mile. If agency rate is less use that rate

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget. (See Attached Instructions in Appendix B and C)
 We are estimating staff mileage using as our marker the number of trips to Livingston and De Witt Counties by our interviewer and adjusting that by one additional trip a week to outreach victims, families, staff meetings, MDT meetings etc. We think this number could be low but we also anticipate that on some occasions the multi county case manager can ride with the interviewer to Livingston and De Witt Counties. That is indicated by the local match.
 The County provides limited parking facilities and those that have a case management position MUST have parking in the adjoining county lot. Trying to find a space on the street, once you have left the county property is extremely difficult, so the agency has provided parking for this level and up at a yearly cost of \$300.00.
 Conference travel anticipated to be at times with a group of people and we have conservatively estimated this match contribution for car rental for travel. It is based on 22 days of travel to conference over the grant life with a cost of \$40 per day (estimated on current contracts with Enterprise Car Rental) at \$900.
 Per diem is based on 22 days of conferences at the allowable \$34.00 per day. Lodging is based on the allowable rate under Federal guidelines for the number of conference days and travel.

GRAND TOTAL

	<u>Total Cost</u>	<u>Federal Amount</u>	<u>Match Contribute.</u>
PERSONNEL SERVICES	\$ 68,159.97	\$ 68,159.97	\$ -
EQUIPMENT	\$ 3,990.00	\$ 1,700.00	\$ 2,290.00
COMMODITIES	\$ 720.00	\$ -	\$ 720.00
TRAVEL	\$ 8,356.20	\$ 1,988.97	\$ 6,367.23
CONTRACTUAL	\$ 8,585.00	\$ -	\$ 8,585.00

TOTAL COST

\$ 89,811.17 \$ 71,848.94 \$ 17,962.23

All procurements must be competitive

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An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2001
 Combined Annual Appropriation and Budget Ordinance
 Children's Advocacy Center Fund 0129
 Children's Advocacy Center 0062

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062; and,

WHEREAS, the Children's Advocacy Center has been awarded grant funding from the Illinois Criminal Justice Information Authority (ICJIA) to provide funding for existing and new child advocacy services to be offered by the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, July 1, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$71,848.94 to account for the receipt and expenditure of the grant funding received from the Illinois Criminal Justice Information Authority, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the fiscal year 2002 appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the amount of \$71,848.94 as follows:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Department of Children and Family Services			
Child Welfare Grant			
0129-0062-0021-0407.0087	\$ 82,390.00	\$71,848.94	\$154,238.94

2. That the County Auditor is directed to add to the appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the following appropriation:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Children's Advocacy Center			
Full-Time Employee Salaries			
0129-0062-0021-0503.0001	\$225,888.00	\$27,771.12	\$ 253,659.12

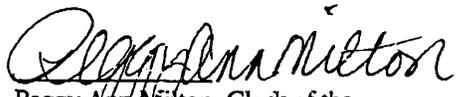
County's IMRF Contribution 0129-0062-0021-0599.0001	\$ 7,233.00	\$ 1,166.39	\$ 8,399.39
Social Security Contribution (F.I.C.A.) 0129-0062-0021-0599.0003	\$13,175.00	\$ 2,124.49	\$15,299.49
Employee Medical 0129-0062-0021-0599.0002	\$16,100.00	\$ 958.00	\$17,058.00
Operational Supplies 0129-0062-0021	\$ 00.00	\$ 500.00	\$ 500.00
Schooling/Conferences 0129-0062-0021-0718-0001	\$ 1,000.00	\$ 1,988.97	\$ 2,988.97
Purchase of Computer Equipment 0129-0062-0021-0833.0002	\$ 500.00	\$ 1,200.00	\$ 1,700.00
Budget Balance Account 0129-0062-0021-0500.0000	\$ 00.00	\$36,139.97	\$36,139.97
Total:		\$71,848.94	

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the Children's Advocacy Center.

ADOPTED by the County Board of McLean County this 23rd day of July, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the
County Board of McLean County, Illinois
E:\JOHN\COB\DEA_CAC02.L1\15
6/27/02


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Johnson moved the County Board approve Requests for Approval of a Grant from Illinois Criminal Justice Information Authority and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance Children's Advocacy Center Fund 0129 Children's Advocacy Center 0062 - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sommer, Chairman, presented the following:



Child Protection Network
200 W. Front, Suite 500B
Bloomington, Illinois 61701
Phone: 309-888-5656
Fax 309-888-4969
<http://www.protectachild.org>

Children's Advocacy
Center with offices in
Livingston and DeWitt Counties
CASA of McLean County
Lynn Fewkes
Chairperson

Charles Reynard
Sharon Kingman
Becky Ehrlich
Sharon Pokorney
Sally Chalian
Daniel Norris
Dave Owens

Bonnie Serone
Diana McCauley, Ed.D
Connie Wills
Jeff Caughron
William Emmett
Esaw Peterson
Joe Gibson
John Elliott

Adjunct Members:

Teena Griffin
Stephanie Wong
Staff:

Billie Larkin
Executive Director
Mary Whitaker
Laura Tuffentsamer
Associate Directors
Doug Crossman

Amy Benoit
Amy Brooke
CASA Case Managers
Kathy Patterson
Family-Child Advocate
Jo Sipes
Multi-County Advocate
Fran Brandau
Volunteer Recruiter
Marsha Albritton
Crisis Interventionist

A United Way agency

June 26, 2002
Chairman Joe Sommer
Justice Committee
McLean County Board
104 W. Front
Bloomington, Illinois 61701

Dear Sir:

The McLean County Child Protection Network has unanimously voted and agreed to fund a position of Office Support Specialist to the Children's Advocacy Center/CASA program. We anticipate this funding to be ongoing and have urged Billie to secure this position as soon as possible. We are pleased to provide the monetary funds to fully fund the position, including benefits.

For the remainder of the 2002 calendar year budget, we understand that approximately \$10,650 will be associated with the cost of that position and in the 2003 budget, we will ask Billie to include a full year of salary and benefits for the position.

If you need any further clarification, please do not hesitate to contact me. We believe this position will enhance the works of the Center, certainly they have maintained very well without any support services.

Sincerely,

Lynn Fewkes
President

An EMERGENCY APPROPRIATION Ordinance
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WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062; and,

WHEREAS, the Children's Advocacy Center has been awarded grant funding from the McLean County Child Protection Network to provide funding for an Office Support Specialist for the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, July 1, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of **\$10,650.00** to account for the receipt and expenditure of the grant funding received from the McLean County Child Protection Network; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the fiscal year 2002 appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the amount of **\$10,650.00** as follows:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
McLean County Child Protection Network 0129-0062-0021-04107.0101	\$ 75,904.00	\$ 10,650.00	\$ 86,554.00

2. That the County Auditor is directed to add to the appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the following appropriation:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Children's Advocacy Center Full-Time Employee Salaries 0129-0062-0021-0503.0001	\$225,888.00	\$ 8,665.00	\$234,553.00

(2)

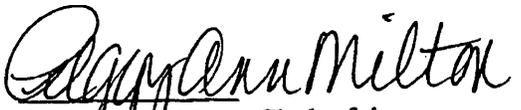
County's IMRF Contribution 0129-0062-0021-0599.0001	\$ 7,233.00	\$ 364.00	\$ 7,597.00
Social Security Contribution (F.I.C.A.) 0129-0062-0021-0599.0003	\$13,175.00	\$ 663.00	\$13,838.00
Employee Medical 0129-0062-0021-0599.0002	\$16,100.00	\$ 958.00	\$17,058.00
Total:		\$10,650.00	

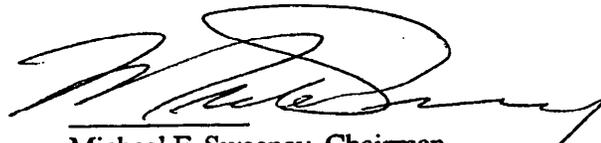
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the Children's Advocacy Center.

ADOPTED by the County Board of McLean County this 23rd day of July, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

ENOHNCOBDEA_CAC02.2.JUS
6/27/02

Members Sommer/Owens moved the County Board approve Requests for Approval of a Grant from McLean County Child Protection Network and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance Children's Advocacy Center Fund 0129 Children's Advocacy Center 0062 - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE
STATE OF ILLINOIS
AND 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 enters into this Intergovernmental Agreement ("Agreement") 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 DEDICATED ATTORNEY.

1. The County and DCFS acknowledges that this Agreement is to permit the County to provide an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of the 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 so certify in writing to the DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

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.

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. The County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS.

1. DCFS represents to the 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. The 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 bought by or at the direction of the State's Attorney under this Agreement, any refusal by the

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 licensed attorney being authorized 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 the 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 the Attorney by DCFS and for each 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 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 Regional Counsel at 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.

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

2. The 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 the Attorney be considered an employee of 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 Acknowledgement. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on the Attorney's Acknowledgement is a term of this Agreement and any non-compliance by any Attorney with any of said terms shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS.

4. The Case assignments 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 résumé 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. DCFS shall have the right to provide to the State's Attorney any comments DCFS may desire relative to each said licensed attorney. The State's Attorney shall consider any such comments received from DCFS in hiring and/or assigning said licensed attorney as Attorney.

C. TERMS AND CONDITIONS.

1. The term of this Agreement is from _____, 2002, through _____, 2003 unless terminated prior thereto.

2.(a). DCFS will pay to the County for the legal and support services provided under this Agreement the sum of **Forty-Five Thousand Dollars (\$45,000.00)** in twelve (12) equal monthly installments. Each installment payment shall be processed only upon the receipt of a properly completed CFS 1042 Department of Children and Family Services Billing Summary. In the event this Agreement is terminated prior to completion, the County shall be entitled to a final prorated amount determined by the last day of the month for which services were provided.

(b) The County agrees that all monies received from DCFS pursuant to this Agreement shall be used for salary or contractual wage payment for the Attorney; and that none of said monies will be used to provide other employee benefits of any type including, but not limited to, insurance, payroll-related taxes or 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 a case 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 the County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(f) The County represents that its Federal Tax Identification Number is _____.

D. LEGAL SERVICES.

1. All legal services to be provided by County under this Agreement shall be provided through the Office of the State's Attorney.

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. The 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. The County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this _____ day of _____, 2002.

McLEAN COUNTY STATE'S ATTORNEY

By: _____
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

Michael F. Sweeney

Print Name

Chairman, McLean County Board

Title

104 West Front Street

Street Address

Bloomington, Illinois 61701

City and Zip Code

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

By: _____
Cheryl D. Cesario, General Counsel

Date: _____

By: _____
Jess McDonald, Director

Date: _____

May 23, 2002\mdb\F:\WPWIN60AGENT\MDCFS.DOC

Members Sommer/Renner moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Illinois Department of Children and Family Services and McLean County - State's Attorney. Member Segobiano asked if this meant they are applying for the grant and all the pertinent information regarding hiring will be forthcoming from the Justice Committee. Chairman Sweeney stated that is correct and it will also go to the Finance Committee. Mr. Reynard stated his understanding of the action is to approve the intergovernmental agreement, the implementation of which is going to be submitted for subsequent approval by the Board. How the money is spent, if at all, is yet to be determined by the Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PERSONAL SERVICES CONTRACT

This Agreement, entered into this 1st day of July, 2002, is between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", the McLean County State's Attorney, hereinafter known as "State's Attorney", and Joel Brown, hereinafter known as "Contract Assistant State's Attorney."

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

WHEREAS, there is a necessity to provide additional professional legal services for the Office of the State's Attorney; and

WHEREAS, the Contract Assistant State's Attorney has the capacity to provide such services;

NOW, THEREFORE:

1. Joel Brown is hereby appointed a Contract Assistant State's Attorney for the State's Attorney's Office.
2. The purpose of this personal services contract is to provide professional legal services in the traffic unit of the State's Attorney's Office commencing July 1, 2002. It is contemplated that the Contract Assistant State's Attorney will provide part-time services estimated to require approximately three to four full workdays each week. However, the Contract Assistant State's Attorney retains the discretion to determine the actual hours and work location of her services, subject to the requirements of the Court. The County shall pay to the Contract Assistant State's Attorney, and the Contract Assistant State's Attorney agrees to accept, \$2,019.21 per each contract pay period, i.e. each 21 days, until this Agreement is terminated.

The Contract Assistant State's Attorney agrees as follows:

1. To provide professional legal services in the State's Attorney's Office estimated to require the equivalent of three to four full workdays each week, with discretion to determine actual hours and work location, subject to the requirements of the projects actually assigned.
2. The Contract Assistant State's Attorney, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Contract Assistant State's Attorney's activities pursuant to this Agreement.

It is further agreed by both parties:

1. The parties enter into this Agreement on the date first stated above and, further, the Agreement shall continue until terminated.
2. The Contract Assistant State's Attorney is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County or State's Attorney in so far as the manner and means of performing the services and obligations of this Agreement to ensure that this Agreement is performed according to its terms.
3. Nothing in this Agreement shall prevent the Contract Assistant State's Attorney from engaging in other employment apart from the services provided by this contract.
4. The Contract Assistant State's Attorney shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, and those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by references.
7. No waiver of any breach of this Agreement or any provision hereto shall constitute a waiver of any other or further breach of this Agreement or any provision thereof.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may not be assigned by either party without the prior written consent of the other party.
10. This Agreement is terminable at the will of any party upon the giving of fourteen days notice in writing. Written notice shall be mailed to the following addresses:

For the State's Attorney:

Mr. Charles G. Reynard
McLean County State's Attorney
McLean County Law and Justice Center
104 West Front Street, Room 605
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
McLean County Law and Justice Center
104 West Front Street, Room 701
Bloomington, Illinois 61701

For the Contract Assistant State's Attorney:

Joel Brown
McLean County State's Attorney's Office
104 West Front Street, Room 605
Bloomington, Illinois 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signatures on the date first above noted.

APPROVED:

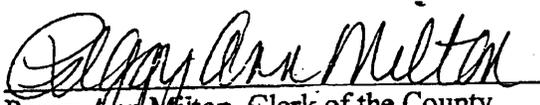
Joel Brown
Contract Assistant State's Attorney

Charles G. Reynard
McLean County State's Attorney



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Kinzinger moved the County Board approve a Request for Approval of a Contract for Professional Services with Joel Brown, Attorney at Law - State's Attorney. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**Intergovernmental Agreement for the
Addressing of Certain Residences within the
County of Woodford**

THIS AGREEMENT made by and between the County of Woodford, acting by and through the Woodford County Board and the County of McLean, acting by and through the McLean County Board.

Whereas, the County of Woodford is in the process of assigning and/or confirming addresses for real property outside of the village, town or city limits as part of its Enhanced 911 system compliance program; and

Whereas, the East portion of Section 21 of Kansas Township, Woodford County, Illinois contains residences and has the potential for future residences; and

Whereas, these residences are and will be only accessible from a roadway which is located entirely within the County of McLean known as E2250 North Road; and

Whereas, the County of Woodford agrees to permit the County of McLean to keep said road name the same; and

Whereas, the County of McLean agrees to permit the County of Woodford to assign address numbers to present and future residences on said road but located within the County of Woodford's jurisdiction; now, therefore,

In consideration of the mutual covenants and agreement contained herein and pursuant to the authority granted by Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5ILCS 220\1 *et.seq.*, the parties hereto agree as follows:

1. The County of Woodford shall have the authority to assign address numbers to all existing and future residences that may be constructed on real property located on the County of McLean's E2250 North Road that lie within the County of Woodford.
2. The County of Woodford shall be responsible for any and all expenses incurred for this addressing and shall promptly send the County of McLean written notification of such address changes for the County of McLean's records to ensure they are in its MSAG.

3. The County of Woodford shall also be responsible for any errors associated with this addressing.
4. The County of McLean shall have the authority to keep the name of E2250 North Road the same.
5. This agreement may be executed in counterparts.

IN WITNESS THERETO, the parties hereto have executed this agreement on the date noted below.

County of Woodford

By: *Thomas Zanner*
Chairman

Date: 6-18-02

County of McLean

By: *Paul Denny*
Chairman

Date: 7/23/02

Attest: *Peggy Rapp*
County Clerk

Attest: *Peggy Ann Milton*
County Clerk

Members Sommer/Rodman moved the County Board approve a Request for Approval of an Intergovernmental Agreement for the Addressing of Certain Residences within the County of Woodford - E911. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the Items to be Presented for Information are on pages 103-111.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Rodman, Vice-Chairman, stated there are no items for action and the General Report is on pages 112-116.

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
County General Fund 0001, County Recorder's Office 0006
County Recorder's Document Storage Fund 0137**

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Office and the County Recorder's Document Storage Fund; and,

WHEREAS, the Finance Committee, at its regular meeting on February 5, 2002, recommended to the County Board approval of the request received from the County Recorder to increase the Occasional/Seasonal Employee line-item account expense in the County Recorder's Office, to assist the County Recorder's Office with the increase in the workload resulting from mortgage refinancings, document recordings, and liens recorded; and,

WHEREAS, the Finance Committee, at its regular meeting on February 5, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$6,435.00 to cover the occasional/seasonal salary expense for a seasonal employee for the period from February 19, 2002 through June 30, 2002; and,

WHEREAS, the high volume of activity in the County Recorder's Office is continuing; and,

WHEREAS, the Finance Committee, at its regular meeting on July 2, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$8,366.00 to cover the occasional/seasonal salary expense for a seasonal employee for the period from July 1, 2002 through December 31, 2002; and,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$8,366.00.
2. That the County Treasurer is directed to amend the fiscal year 2002 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

85

(2)

	<u>ADOPTED</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000 Unappropriated Fund Balance	\$ 0.00	\$8,366.00
0137-0006-0008-0999.0001 Interfund Transfer	\$ 0.00	\$8,366.00
0001-0006-0008-0450.0011 Transfer from Other Funds	\$ 0.00	\$8,366.00

3. That the County Auditor is directed to amend the fiscal year 2002 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

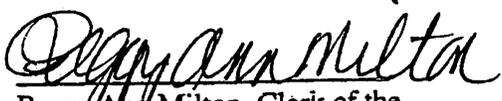
0001-0006-0008-0516.0001 Occasional/Seasonal Employees	\$9,035.00	\$17,401.00
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4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 23rd day of July, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance County General Fund 0001, County Recorder's Office 0006, County Recorder's Document Storage Fund 0137 - Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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

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

WHEREAS, the Children's Advocacy Center has been notified of the receipt of a grant from the Illinois Criminal Justice Information Authority which will provide needed services through the Children's Advocacy Center by funding a full-time Multi-County Case Manager; and,

WHEREAS, the Finance Committee, at a special Committee meeting on July 23, 2002, recommended the approval of a change in the Full-Time Equivalent Positions Resolution to provide for this full-time position for the last six months of 2002, now, therefore,

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

FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME	
			NOW	NEW
0129-0062-0021	08	513.8123 Multi-County Case Manager	0.0	0.5

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

ADOPTED by the County Board of McLean County, Illinois, this 23th day of July, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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

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

WHEREAS, the Children's Advocacy Center has been notified of the receipt of a grant from the McLean County Child Protection Network which will provide needed services through the Children's Advocacy Center by funding a full-time Office Support Specialist I; and,

WHEREAS, the Finance Committee, at a special Committee meeting on July 23, 2002, recommended the approval of a change in the Full-Time Equivalent Positions Resolution to provide for this full-time position for the last six months of 2002, now, therefore,

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

FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME	
			NOW	NEW
0129-0062-0021	04	513.0011 Office Support Specialist I	0.0	0.5

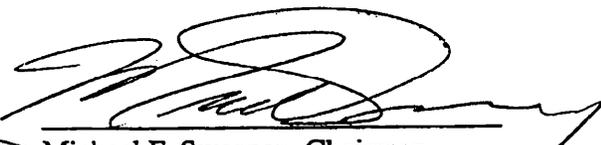
This Amendment shall become effective and be in full force immediately upon adoption.

ADOPTED by the County Board of McLean County, Illinois, this 23th day of July, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Arnold moved the County Board approve Requests for Approval of Resolutions Amending the Funded Full-Time Equivalent Position Resolution for Fiscal Year 2002 - Multi-County Case Manager and Office Support Specialist I - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



May 2, 2002

County Board
McLean County
Bloomington, Illinois

The purpose of this letter is to provide you with information about significant matters related to our audit of the general-purpose financial statements of McLean County, Illinois (County) for the year ended December 31, 2001, in order to assist you with your oversight responsibilities of the financial reporting process, and so that we may comply with our professional responsibilities to the County Board. This letter is intended solely for the information and use of the County Board and management and is not intended to be and should not be used by anyone other than these specified parties.

We have provided under separate cover a letter, dated May 2, 2002, concerning the internal control conditions that we noted during our audit of the County's general-purpose financial statements for the year ended December 31, 2001.

Auditor's Responsibility Under Generally Accepted Auditing Standards. Our audit of the general-purpose financial statements of McLean County, Illinois for the year ended December 31, 2001, was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, but not absolute, assurance about whether the general-purpose financial statements are free of material misstatement. Reasonable assurance in an audit is obtained by examining evidence supporting the amounts and disclosures in the general-purpose financial statements on a test basis. An audit does not include verification of all transactions and account balances, nor does it represent a certification of the absolute accuracy of the general-purpose financial statements.

In testing whether the financial statements are free of material misstatement, we focus more of our attention on items with a higher potential of material misstatement, and less on items that have a remote chance of material misstatement. For this purpose, accounting literature has defined materiality as "the magnitude of an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Although we may make suggestions as to the form and content of the general-purpose financial statements, or even prepare them in whole or in part, the general-purpose financial statements remain the representations of management. In an audit, our responsibility with respect to the financial statements is limited to forming an opinion as to whether the general-purpose financial statements are a fair presentation of the County's financial position, results of operations, and cash flows of its proprietary fund type and nonexpendable trust fund.

Significant Accounting Policies. The significant accounting policies used by the County are described in Note 1 to the general-purpose financial statements. The following is a description of significant accounting policies or their application which were either initially selected or changed during the year.

Effective January 1, 2001, the County adopted Statement No. 33 of the Governmental Accounting Standards Board, *Accounting and Financial Reporting for Nonexchange Transactions*. This statement establishes the requirements for recognition of revenues related to nonexchange transactions (for example, most taxes and grants). The cumulative effect of this change in accounting for nonexchange transactions, which was determined as of January 1, 2000, was to increase the General Fund's fund balance by \$139,138. The net increase in revenue for fiscal year 2000 was \$19,566 due to the restatement.

Additionally, as a result of adopting this statement, the County has recognized the taxes levied in the current year to be collected in the ensuing year as receivables (assets), net of an estimated uncollectible portion, and deferred the tax revenue in an equal amount (liabilities) since the County has an enforceable lien on property at year end but the taxes are intended for budget purposes to be used in the ensuing year.

There were no significant, unusual transactions in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Management Judgments and Accounting Estimates. There were no significant accounting estimates of financial data which would be particularly sensitive and require substantial judgments by management.

Significant Audit Adjustments. Adjustments were made arising from the audit that could, in our judgment, either individually or in the aggregate, have a significant effect on the County's financial reporting process. Such adjustments were necessary to adjust balances to the proper amount in various accounts at December 31, 2001.

Other Information in Documents Containing Audited Financial Statements. In connection with the County's comprehensive annual financial report, we did not perform any procedures or corroborate other information included in the introduction and statistical sections of the comprehensive annual financial report. However, we read management's discussion of financial conditions and results of operations and considered whether the information or the manner in which it was presented was materially inconsistent with information or the manner of presentation of the financial statements. Based on our reading, we concluded that the information did not require revision.

Disagreements With Management. There were no disagreements with management on financial accounting and reporting matters, auditing procedures, or other matters which would be significant to the County's general-purpose financial statements or our report on those general-purpose financial statements.

Consultations With Other Accountants. We were informed by management that they made no consultations with other accountants on the application of generally accepted accounting principles or generally accepted auditing standards.

Major Issues Discussed With Management Prior to Retention. There were no major issues, including the application of accounting principles and auditing standards, which were discussed with management prior to our retention as auditors.

Difficulties Encountered in Performing the Audit. We encountered no difficulties in dealing with management related to the performance of our audit.

We will be pleased to respond to any questions you have regarding the foregoing comments.

Clyton Anderson LLP



May 2, 2002

CONFIDENTIAL

Chairman and County Board
McLean County, Illinois
Bloomington, Illinois

In planning and performing our audit of the general-purpose financial statements of McLean County, Illinois (County) for the year ended December 31, 2001, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the general-purpose 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.

RECORDER'S OFFICE

At year end, various reconciliations were provided to us related to the Recorder's office that were prepared by personnel in the County Auditor's office. However, evidence was not provided to us that indicate that appropriate reconciliations are performed and maintained at the Recorder's office throughout the year.

Reconciliation of Revenue

The Recorder's office collects fees and periodically deposits them with the Treasurer's office. The Recorder's office has a separate computerized receipts system where the fees are recorded by type of fee. We noted that the receipts per the Recorder's system (subsidiary records) are not being reconciled to the general ledger. As a result, mispostings and unreconciled differences between the subsidiary records and the general ledger go undetected.

Additionally, the Recorder's office purchases and uses revenue stamps and thereby maintains a physical inventory of revenue stamps at any given point in time. No less than monthly, the physical inventory of revenue stamps should be reconciled to the descending stamp meter ledger. The verified physical inventory of stamps should be accounted for in the reconciled analysis of sales and purchases of revenue stamps that are reflected in the general ledger of McLean County.

The reconciliation process is a key part of detective controls and adds validity to the integrity of recorded transactions. Each office should be responsible for the respective review and reconciliation of the revenue recognized, purchases made, and inventory carried.

Chairman and County Board
McLean County, Illinois
May 2, 2002
Page 2

We recommend that the Recorder's office reconcile transactions per their computer system and inventory process to the County general ledger on a monthly basis. Any differences should be investigated and corrected immediately. Documentation should be retained by the Recorder's office reflecting the reconciliation and evidence of review of such.

Computer Software Controls

As part of our prior year management letter, we indicated the following:

When a fee is collected, it is input into the automated computer by type of fee and payment method (cash, check, or charge) by one of several clerks and a computer generated receipt is issued. If an error is made in recording the fee, the system has an edit feature whereby information can be recalled and changed (i.e., originally recorded as a cash receipt but then changed to a charge). There is no edit listing of such changes generated and reviewed for propriety. Review should be by a party not initiating or reconciling transactions.

Without proper segregation of duties and review of such transactions, funds can be misappropriated in the following manner: A clerk receives and records a cash payment for a fee. Later, the clerk performs an edit on the transaction and changes the receipt of cash to a charge in the computer system or changed the transaction receipt to a zero. Since the cash receipt was changed to a charge or the transaction was changed to zero, there is more physical cash in the drawer than is shown on the daily report. The clerk can then misappropriate the "excess" cash.

In our prior year management letter, we recommended that the County work with the software company to build the appropriate electronic security levels that transactions could not be changed without a visible audit trail. Corrections should then be reviewed for propriety only by a third party when errors legitimately occur during the normal course of operations. Any unexplainable changes should be investigated immediately. Specific areas that we have noted for improvement are the following two areas:

Generate edit listings for changed transactions that can only be created by a person with an electronic security level who does not receipt transactions. Again, these corrections/changes should be investigated thoroughly with notation as to their propriety and documentation should be retained evidencing the review.

Consideration should be given to the utilization of "personal identification numbers" for charge customers. In this instance, a customer that regularly carries charges would have to input their identification number to add the transaction to their charge. Daily listings would no longer have items noted as revenue that were charged that do not have indication of a personal identification number associated with the charge. (Of course, there is the requirement for security of the personal identification numbers, too, which should be similar to the use of a credit card.) Billings for charge customers would also be generated from the system.

The "edit listing" is essential to a good system of internal control. We understand, near the end of 2001, that the Recorder's office had reported they were investigating the creation of such edit listings but such were not available at that time. No evidence of such reports was provided to us. We recommend continued effort to generate edit listings to improve the system of controls in the office.

Additionally, we understand no steps have been implemented to utilize a personal identification number for charge customers. Even though this is less essential to the overall control of the office, we understand it to be a feature of the electronic computer system. Consideration should be given to utilizing this feature and any other features that may be available to provide additional controls within the office.

Bank Account

During the year, the Recorder's office began the process of depositing receipts daily with the Treasurer's office. At year-end the bank account still carried a balance in excess of \$9,000.

We understand that the Recorder has left this bank account open to receive federal tax lien payments. However, activity for this particular type of payment is minimal. The Recorder should investigate other options for receiving such payments, investigate what makes up the balance being carried in the bank account, transfer the funds to the Treasurer's office and consider closing this account.

Such an action would minimize service fees charged to the County and ensure that all fees are deposited for investment at the earliest possible opportunity.

SHERIFF'S OFFICE

During our audit of the Sheriff's office, we noted there is a lack of segregation of duties for disbursements from this office for bond payments to other counties and refunds for overpayment of service fees. The same individual prepares the checks, signs them, and reconciles the bank accounts. This condition increases the possibility that errors or fraud may occur and not be detected on a timely basis.

Sound internal control policies require that the responsibility for the authorization, execution, and recording of transactions be assigned to different individuals. Accordingly, we recommend that the responsibilities outlined above be assigned to several different employees to the extent possible. We also recommend that a review of all the bank reconciliations be performed and documented by a responsible individual other than the preparer. Implementation of such procedures would strengthen internal controls and reduce the possibility for errors or misappropriations.

Chairman and County Board
McLean County, Illinois
May 2, 2002
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We also noted that the Sheriff's office's inmate refund account has not been reconciled to underlying detail on a regular basis. The software system utilized by this department does not generate subsidiary detail information itemizing balances and to whom the amounts are owed as of a given date at any subsequent date. For this reason, the year end balance in the refund account could not be substantiated to an underlying subsidiary listing since such list was not generated on that date.

By implementing a reconciliation process, the Sheriff's office will be able to accurately monitor the activity in the account and as a result can correct any discrepancies between the detail recorded balances and the amount carried in the bank.

We recommend that in order to monitor the balance in the inmate refund account more effectively, appropriate personnel should generate the necessary reports no less than at each month end and reconcile the balance to that on the monthly bank statement. This information should be retained for a period of several years as a part of the regular recordkeeping of the County.

YEAR END REVENUE ACCRUALS

During our testing of bank reconciliations and various revenue accruals, we discovered that several amounts had been recorded as cash and revenue on the general ledger at December 31, 2001 but were not received by the County until January 2002. In all of the instances we noted, the revenues were properly accrued back to fiscal year 2001 but cash was recorded rather than accounts receivable. This resulted in an overstatement of cash and an understatement of accounts receivable at December 31, 2001. These amounts were adjusted to reflect the proper balances in the December 31, 2001 financial statements.

We recommend that cash be recorded only when received by the County. Revenues accrued but not received by year end should be recorded in an accounts receivable account. When the cash is actually collected in the following year, cash should be recorded and the accounts receivable account should be reversed.

SUBRECIPIENT MONITORING - SHOWBUS

The County is the primary recipient of the federally funded Non-urbanized Area Transportation Grant which is passed through to a subrecipient (Showbus). As part of the monitoring process, the County has assigned an individual to review and approve quarterly expenditure reports prior to submission for reimbursement. Additionally, the subrecipient's annual audit report is obtained and reviewed. The subrecipient's audit was conducted in accordance with the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, but not in accordance with OMB Circular A-133. As such, the County must perform procedures to ensure the subrecipient's compliance with applicable laws, regulations, and grant requirements. These additional monitoring procedures were not performed during the year.

As the pass-through entity, McLean County has the responsibility to provide reasonable assurance that federal award information and compliance requirements are identified to subrecipients, and ensure subrecipient activities are monitored.

Specifically, the County should:

1. Identify to subrecipients the federal award information (e.g., CFDA title and number, award name, name of federal agency, amount of award) and applicable compliance requirements.
2. Include in agreements with subrecipients the requirement to comply with the compliance requirements applicable to the federal program including the audit requirements of OMB Circular A-133.
3. Ensure subrecipient's compliance with federal program requirements using such techniques as the following:
 - Regular contacts with subrecipients and make appropriate inquiries concerning the federal program.
 - Review subrecipient reports and follow up on areas of concern.
 - Monitor subrecipient budgets.
 - Performing site visits to subrecipient to review financial and programmatic records and observe operations.
 - Offer subrecipients technical assistance where needed.
 - Issue timely management decisions for monitoring findings to inform the subrecipient whether the corrective action planned is acceptable.
 - Maintain a system to track and follow up on reported deficiencies related to programs funded by the County and ensure that timely corrective action is taken.

We recommend that the County continue to review the quarterly reports submitted by the subrecipient and perform on-site visits to review financial and programmatic records to ensure the subrecipient's compliance with the requirements of laws, regulations, the contract, and grant.

ACCOUNTS RECEIVABLE - PUBLIC BUILDING COMMISSION

At December 31, 2001, 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.

Due to the length of time this receivable has been outstanding, we recommend that the ultimate collectibility of this receivable be evaluated and if determined that the balance will not be collected in the next fiscal year, the County should consider establishing a reserve or allowance for this receivable. 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 eight or more years, it does not meet the criteria for accrual. As a current asset, if the receivable is deemed uncollectible, the County should consider write off of the receivable.

CONDEMNATIONS AND ABANDONED PROPERTY FUND

The Illinois State Treasurer's Office has increased its efforts over the past year in auditing agencies' compliance with the Illinois Unclaimed Property Act. This Act requires agencies to turn over lost or abandoned property to the State Treasurer if the owner has not been located after specified time periods. There are also annual reporting requirements contained in the Act.

This Act has implications that affect many of the County's offices. Items covered by the Act may include checks returned to the County due to bad addresses, checks that have been lost or never cashed, unclaimed bonds, and refunds due on various accounts receivable that have not been distributed to the appropriate individuals.

We recommend the County review the implications of this Act in each office and insure that procedures are in place to properly identify and report unclaimed property to the State of Illinois.

NEW ACCOUNTING STANDARDS

Financial Reporting Model

The Governmental Accounting Standards Board (GASB) issued Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, in June 1999. This statement establishes new financial reporting standards for state and local governments that will create new information and will restructure much of the information that governments have presented in the past. The new basic financial statements and required supplemental information will include the following: (1) management's discussion and analysis; (2) basic financial statements which consist of (a) government-wide financial statements, (b) fund financial statements, and (c) notes to the financial statements; and (3) other required supplemental information. This statement will be effective for the County's year ending December 31, 2003.

In order to implement the reporting requirements under Statement No. 34 effectively and efficiently, we recommend that the County continue to develop a strategic plan that addresses the requirements of the statement and also specifies a timetable for completion of specific tasks. Due to the extensive changes in the financial statement reporting format, considerable time and effort will be required to implement this statement by the December 31, 2003 deadline.

Chairman and County Board
McLean County, Illinois
May 2, 2002
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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 pleased to discuss these comments and recommendations with you at any time.

Sincerely,

A handwritten signature in cursive script that reads "Clifton Gunderson LLP".

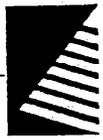
Members Sorensen/Arnold moved the County Board Receive and Place on File the Comprehensive Annual Financial Report, Single Audit Report, and Management Letter of Advisory Comments - Fiscal Year 2001 Audit as Prepared and Submitted by Clifton Gunderson, L.L.C. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 133-142.

PROPERTY COMMITTEE:

Member Salch, Chairman, presented the following:

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



Farnsworth
GROUP

June 21, 2002

Mr. Jack E. Moody, CFM
Director, Facilities Management
McLean County
104 West Front Street
Bloomington, Illinois 61702

Subject: Proposal for Architectural/Engineering Services for
Health Department Building Exterior Renovation
202 West Front Street, Bloomington, Illinois

Dear Mr. Moody:

We appreciate this opportunity to provide the following proposal for A/E design services for the exterior renovation of the McLean County Health Department building. Per your request last week, we have enclosed two copies of our Proposal for Work. Included in the proposal is the Scope of Services, our standard Farnsworth Group, Inc. short-form agreement and general conditions, A/E Services Work Plan, and Preliminary Project Schedule Overview for your review. If you need additional information or have any questions, please don't hesitate to call.

PROJECT DESCRIPTION

We understand the desired services for this proposal to be architectural and structural engineering services for the design, documentation, bidding and construction administration and observation for the demolition and replacement of the existing exterior cladding system, and the renovation or replacement of the existing windows, for the McLean County Health Department Building at 202 West Front Street, Bloomington, IL. We understand this work to be a follow-up to the work proposed by our firm in the study that was commissioned by the McLean County Board in April of 2000 regarding the problems associated with the existing condition of the original building cladding material. We further understand that the County Board has discussed the options that were presented in the report and have reached a consensus that the preferred alternative is to completely remove the existing EIFS cladding system and replace it with a metal panel system similar to that used on the County's Law and Justice Center Building immediately to the southeast of the Health Department building. Our services would include architectural and structural engineering design, construction documents, bidding assistance and construction administration and observation services to provide for the removal of the existing panels and the installation of the new metal panel system. The project also includes the renovation of the existing EIFS penthouse enclosure, the covering of the existing East-side glass atrium with metal roof panels, and the evaluation and renovation, or possible replacement, of the existing aluminum curtainwall window system.

5. CONSTRUCTION ADMINISTRATION & OBSERVATION PHASE (associated cost is \$18,112 in Budget Year 2003)

- Attend Pre-Construction coordination meeting and respond to Owner's and Contractor's questions in writing.
- Review architectural and structural submittals and shop drawings.
- Make periodic visits to the project site and prepare report of observations. (Base compensation amount is based on an average of 1 visit per week x 4 hrs/visit x 20 weeks estimated project duration = 80 hrs total).
- Prepare contract modifications as approved by Owner's Representatives.
- Review Applications for Payment and Waivers of Lien.
- Perform final inspection and prepare Certificate of Substantial Completion and Punch List.
- Perform final reinspection and prepare Certificate of Final Completion.
- Provide record drawings and specifications incorporating revisions made during Construction based on field documents provided by the General Contractor.

6. ADDITIONAL SERVICES*

- Multiple revisions or changes in scope after Preliminary Design acceptance.
- Computer-generated renderings of selected exterior façade option.
- Testing of existing building materials for analysis purposes (asbestos, etc).
- Design revisions due to the discovery of existing construction conditions that differ from those indicated by the record building documentation provided by the Owner.
- Additional site observation visits, over those listed as Basic Service, as requested by Owner's Representative.
- Additional Punch List reinspections, over that listed as Basic Services, required due to lack of completion of items by the Contractor within the specified time period.

* FARNSWORTH GROUP, Inc. will provide additional services not listed above as requested or approved by Owner's Representative on a Time & Materials basis.

OWNER'S RESPONSIBILITIES

- Provide drawings and specifications of existing building and revisions, if available.
- Provide access to all areas of the building with advance notice.
- Participation in programming of project parameters, including budget and schedule.
- Participation in the review and selection of successful contractors.

COMPENSATION

Based on our anticipated work effort (please refer to the attached "Fee Work Plan" for a breakdown of our fee proposal), We propose to furnish the basic services listed above on a fixed fee basis for a total sum of \$59,792. Of this amount, Budget Year 2002 services would total \$41,680 and Budget Year 2003 services would total \$18,112. In addition, reimbursable expenses including items such as printing costs, reproduction, photography, mileage, etc. will be billed as direct additional expenses. We estimate reimbursables to be approximately \$1,500.00, including reproduction of bidding and construction documents.

SCOPE OF SERVICES

The following is a general description of proposed scope of work items:

1. START-UP PHASE (associated cost is \$7,576 in Budget Year 2002)

- Meet with Owner's representatives to discuss the project parameters and design criteria and set project schedule.
- Obtain documentation of existing building, including original construction documents, if available, and documentation of previous additions and renovations performed since the time of construction of the original building.
- Visit the project site to review existing conditions and obtain record photographs and measurements.
- Commission an inspection and report regarding the condition of the existing Kawneer curtainwall window system by a certified representative of the manufacturer per item VII.-C. of our Exterior Envelope Study and Report dated September 1, 2000.

2. DESIGN PHASE (associated cost is \$16,628 in Budget Year 2002)

- Investigate potential materials and construction methods for suitability for the project, including meeting(s) with basis-of-design metal panel system representative (Centria).
- Review report from aluminum curtainwall manufacturer's representative and coordinate necessary action regarding renovation/replacement of the existing system.
- Perform necessary structural design calculations pertaining to the attachment of the new exterior cladding system.
- Prepare Preliminary Design drawings, including floor plans, exterior elevations, wall sections and relevant details.
- Prepare Preliminary Opinion of Probable Construction Cost.
- Prepare Preliminary Proposed Construction Schedule.
- Meet with Owner's representatives to review proposed Preliminary Design drawings and proposed construction materials and installation methods.

3. CONSTRUCTION DOCUMENTS PHASE (associated cost is \$12,488 in Budget Year 2002)

- Prepare Construction Documents, suitable for bidding, including Drawings and Specifications, based on the approved Preliminary Design concept.
- Prepare updated Opinion of Probable Construction Cost.
- Prepare updated Proposed Construction Schedule.
- Meet with Owner's Representatives to review Construction Documents, revised Opinion of Probable Construction Cost and revised Proposed Construction Schedule.

4. BIDDING PHASE (associated cost is \$4,988 in Budget Year 2002)

- Assist in preparation and media placement of Bid Advertisement.
- Schedule and administer Pre-Bid Meeting.
- Prepare necessary addenda and issue bidding document interpretations.
- Attend Bid Opening and assist Owner's Representatives in evaluation of bids and contractors.

SCHEDULE

We understand that it is important to the Owner to proceed with the work in an expedient manner so that the Design and Construction Document work can be completed during the Summer and Fall months of 2002, with the Bidding Phase following during the Winter months. Pending funding by the County, the project could then be contracted in the Spring of 2003 for late Spring Project Commencement. Please see the attached "Preliminary Project Schedule Overview" for a graphic description of the proposed schedule. While we cannot guarantee bidding response or the successful contractor's construction schedule, we will endeavor to provide design services and construction documents in a timely manner to accommodate the achievement of the Owner's schedule.

AGREEMENT

This signed proposal and the attached General Conditions represent an agreement between FARNSWORTH GROUP, Inc. and the County of McLean, Illinois. If the terms of this proposal are agreeable, please indicate your acceptance by returning one signed copy to my attention, either by fax or hard copy.

We appreciate the opportunity to provide continuing service to you, the Health Department, and the County of McLean, Illinois. If there are any questions about any part of this proposal, please don't hesitate to call.

Sincerely,



Michael J. Sparks
Project Manager

FARNSWORTH GROUP, Inc.
Designated Representative

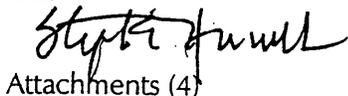
COUNTY OF MCLEAN, ILLINOIS
Designated Representative


Signature

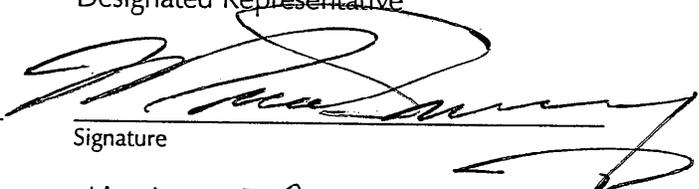
DAVID BURNISON, AIA
Typed Name

SENIOR PROJECT MANAGER
Title

6/20/02
Date



Attachments (4)
Cc: Dave Burnison, Steve Bishop


Signature

Michael F. Sweeney
Typed Name

Chairman, McLean County Board
Title

July 23, 2002
Date

Client: County of McLean, Illinois - 104 West Front Street, Bloomington, IL 61702

Project: McLean County Health Department Building Exterior Renovation

General Conditions

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: CLIENT agrees to limit FGI's liability to CLIENT arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If CLIENT prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the

FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

Professional Environmental Services

If Environmental Services are included in the scope of services on page 1, the following provisions shall apply:

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other

hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Professional Services During Construction

If construction-related services are included in the scope of services on page 1, the following provisions shall apply:

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to deal with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

Additional Provisions

104 Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof. 104

**McLean County Health Department
EXTERIOR CLOSURE REPLACEMENT**

Date: June 21, 2002

Project No: 202344

Fee Work Plan

	Team Member	Hours	Rate	Labor Cost	
Scope 1 <i>Start-Up Phase</i> (Budget Year 2002)	Project Manager	24	\$100	\$2,400.00	
	Structural Manager	8	\$105	\$840.00	
	Structural Engineer	8	\$75	\$600.00	
	Architectural Intern	12	\$78	\$936.00	
				<u>\$4,776.00</u>	Subtotal
Scope 2 <i>Design Phase</i> (Budget Year 2002)	Project Manager	40	\$100	\$4,000.00	
	Structural Manager	12	\$105	\$1,260.00	
	Structural Engineer	24	\$75	\$1,800.00	
	Architectural Intern	80	\$78	\$6,240.00	
	Struct. CAD Technician	16	\$68	\$1,088.00	
	Arch. CAD Technician	40	\$52	\$2,080.00	
	Clerical	4	\$40	\$160.00	
			<u>\$16,628.00</u>	Subtotal	
Scope 3 <i>Construction Document Phase</i> (Budget Year 2002)	Project Manager	40	\$100	\$4,000.00	
	Structural Manager	8	\$105	\$840.00	
	Structural Engineer	16	\$75	\$1,200.00	
	Architectural Intern	40	\$78	\$3,120.00	
	Struct. CAD Technician	16	\$68	\$1,088.00	
	Arch. CAD Technician	40	\$52	\$2,080.00	
	Clerical	4	\$40	\$160.00	
			<u>\$12,488.00</u>	Subtotal	
Scope 4 <i>Bidding Phase</i> (Budget Year 2002)	Project Manager	24	\$100	\$2,400.00	
	Structural Manager	4	\$105	\$420.00	
	Structural Engineer	8	\$75	\$600.00	
	Architectural Intern	16	\$78	\$1,248.00	
	Clerical	8	\$40	\$320.00	
			<u>\$4,988.00</u>	Subtotal	
Scope 5 <i>Construction Admin. & Observation Phase</i> (Budget Year 2003)	Project Manager	40	\$100	\$4,000.00	
	Structural Manager	8	\$105	\$840.00	
	Structural Engineer	24	\$75	\$1,800.00	
	Structural Cadd Tech.	8	\$68	\$544.00	
	Architectural Intern	120	\$78	\$9,360.00	
	Architectural Cadd Tech.	24	\$52	\$1,248.00	
	Clerical	8	\$40	\$320.00	
			<u>\$18,112.00</u>	Subtotal	
Total Hours		716		<u>\$56,992.00</u>	Total Labor Expense
Typical Hourly Rate		\$79.60			
Kawneer Curtainwall Investigation & Report				\$2,800.00	
Total Proposed Cost		105		\$59,792.00	

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Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists

Schedule of Charges - January 1, 2002

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I	\$ 68.00
Engineering Intern II	\$ 73.00
Engineer & Land Surveyor	\$ 84.00
Senior Engineer & Senior Land Surveyor	\$ 90.00
Planner	\$ 75.00
Project Engineer & Project Land Surveyor	\$ 95.00
Project Manager	\$100.00
Senior Project Manager	\$105.00
Principal	\$120.00
 Technical Staff – Engineering/Surveying	
Assistant	\$ 42.00
Technician	\$ 60.00
Senior Technician	\$ 63.00
Chief Technician	\$ 73.00
Computer Specialist	\$ 85.00
Designer/Surveyor	\$ 75.00
Senior Designer/Surveyor	\$ 83.00
Project Designer/Surveyor	\$ 88.00
Clerical	\$ 40.00
 Professional Staff - Architecture	
Architectural Intern I	\$ 62.00
Architectural Intern II	\$ 68.00
Architect & Landscape Architect	\$ 78.00
Senior Architect & Senior Landscape Architect	\$ 83.00
Planner	\$ 75.00
Project Architect & Project Landscape Architect	\$ 93.00
Project Manager	\$100.00
Senior Project Manager	\$105.00
Principal-Architecture	\$110.00
 Technical Staff - Architecture	
Architectural Technician	\$ 52.00
Senior Architectural Technician	\$ 63.00
Chief Architectural Technician	\$ 68.00
Computer Specialist	\$ 85.00
Architectural Designer	\$ 72.00
Senior Architectural Designer	\$ 78.00
Project Architectural Designer	\$ 83.00
Clerical-Architecture	\$ 40.00
 Miscellaneous – Engineering/Architecture/Surveying	
Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$ 7.00
Automobile (per mile)	\$ 0.38
CADD Computer	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
GPS Equipment Not to Exceed \$200/day per receiver	\$20.00/hour/receiver

* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.

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RATES EFFECTIVE UNTIL JANUARY 1, 2003 UNLESS NOTIFIED

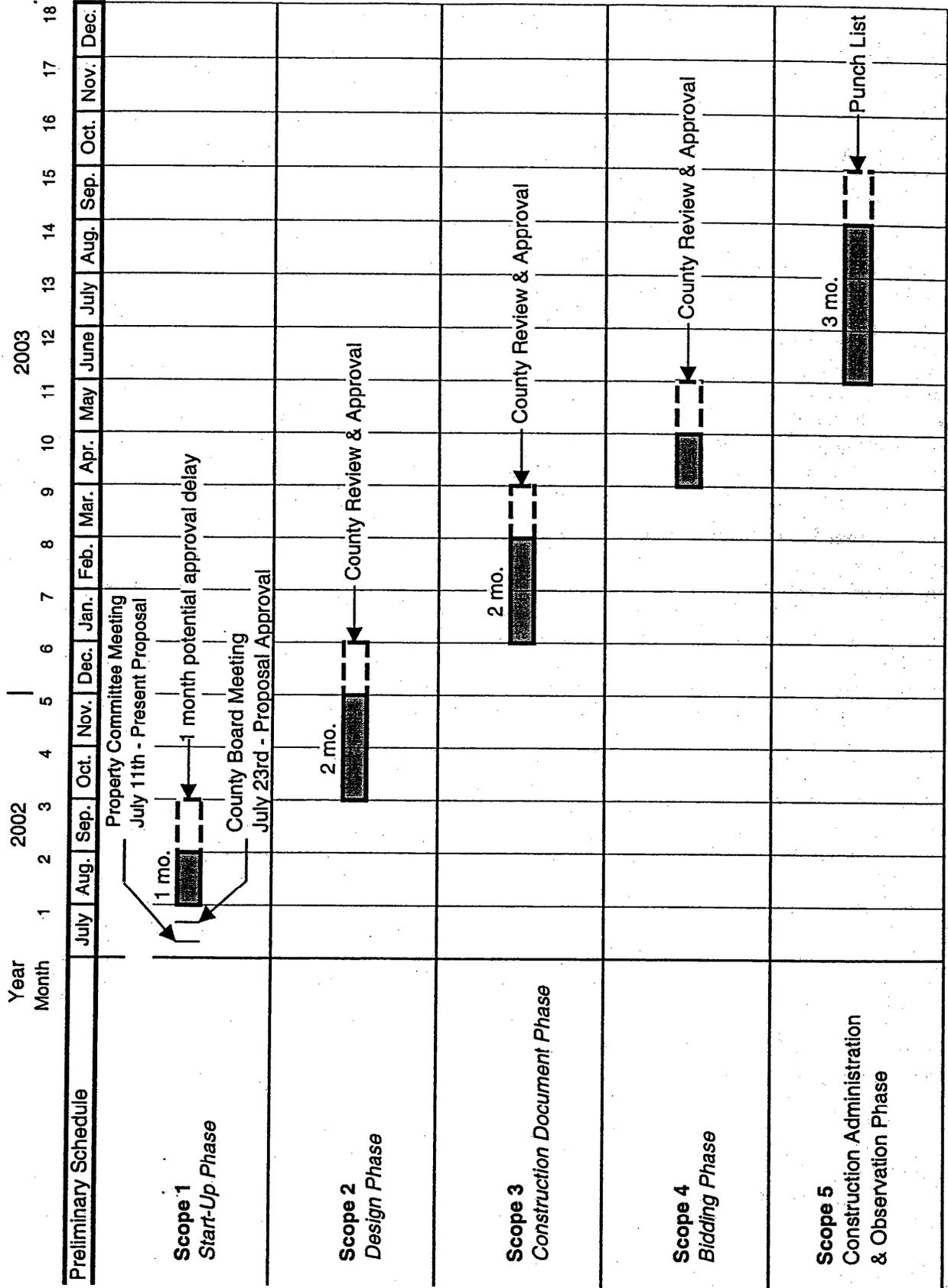
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PRELIMINARY PROJECT SCHEDULE OVERVIEW

Project No: 202344

McLean County Health Dept. Building Exterior Renovation

Date: June 21, 2002



ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



Farnsworth
GROUP

**LETTER OF
TRANSMITTAL**

Page 1 of 1

2401 E. Washington Street, Suite B
Bloomington, IL 61704
309/663-8436 fax 309/663-8862

To: McLean Cnty Facilities Mgmt.
104 West Front Street
Bloomington, IL 61702

Date: June 21, 2001
From: Mike Sparks
Re: Proposal for A/E Services

Attn: Mr. Jack Moody
CC: Dave Burnison, Steve Bishop
CC: File

Project #: 202344
Location: Downtown Bloomington, IL
Sent By: Messenger Mail
 Overnight Other

Comments:

Jack:

Enclosed are two copies of our proposal for the Exterior Renovation Work of the Health Dept. Building at 202 W. Front Street. If you wish to meet after lunch today as we planned please let me know, otherwise we can get together on Monday, June 24th if it is more convenient. I will be in and out of some meetings today, but if you leave a message on my voice mail I can check it around lunch time to see what your preference is regarding meeting. If we don't get together today, have a great weekend (and hot).

Sincerely,

Mike

Phone 309-663-8436 ext. 208

RECEIVED

JUN 24 2002

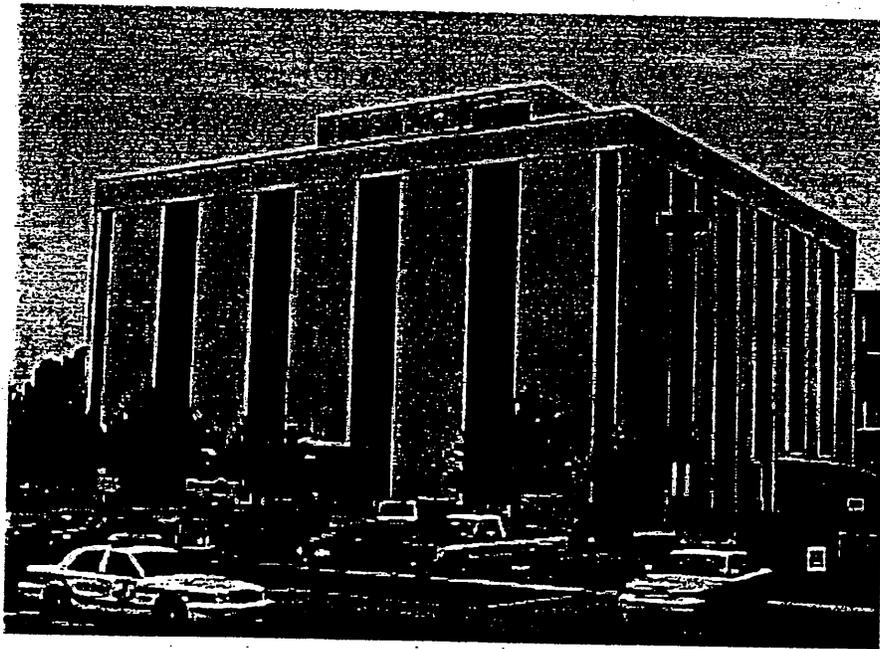
Facilities Mgt. Div.

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*McLean County Health Department Building
Exterior Envelope Study and Report*



*Architectural & Engineering Services
McLean County, Illinois
Facilities Management
Project No: 100313
Date: September 1, 2000*



the Farnsworth Wolfe Group

McLEAN COUNTY HEALTH DEPARTMENT
BUILDING EXTERIOR ENVELOPE STUDY
200 West Front Street, Bloomington, Illinois 61701

EXTERIOR ENVELOPE STUDY AND REPORT

F & W Project No: 100313
Date Prepared: September 1, 2000
Prepared By: Michael J. Sparks, A.I.A.
Structural analysis provided by: Steven E. Bishop, S.E., A.I.A.

I. INTRODUCTION

On approximately February 24, 2000, our firm received a request for proposal from Mr. Jack E. Moody, Director, Facilities Management, McLean County, Illinois, seeking professional review and analysis of the existing exterior envelope of the building housing the McLean County Health Department at 200 W. Front Street, Bloomington, Illinois. The building is clad with an "Exterior Insulation and Finish System (i.e. "Dryvit") that has failed in the sense that water penetration has taken place unilaterally around the building facade which has in turn caused various problems, the most severe of which being the disattachment of several of the large EIFS panels.

The Farnsworth Group responded with a Statement of Qualifications and an interview was held on April 19, 2000 at which the county was represented by Mr. Jack Moody, Mr. John Zeunik, and Mr. Tom Hawk. In attendance for The Farnsworth Group were Mr. David Burnison, Mr. Michael Sparks, and Mr. Steve Bishop. This interview consisted of a description of the existing building and related problems by Mr. Moody, followed by questions to The members of the Farnsworth Group regarding how we would investigate the building's problems if we were hired to do so.

Following the interview, we were requested to furnish a proposal for services, including our proposed fee and schedule, which was sent to Mr. Moody on April 27, 2000. We were notified that our firm had been awarded the contract on May 2, 2000 and a contract was signed on June 23, 2000 after approval by the Board on June 20, 2000.

Our Scope of Services includes the following services: 1) Investigation Phase; 2) Analysis Phase; 3) Documentation Phase; and 4) Presentation Phase. Having completed the first two phases, with the assistance of Mr. Moody and Mr. Hawk, we offer the product of the third, the Documentation-Phase, which is the report that follows.

II. BUILDING DESCRIPTION

- A. Owner: McLean County Public Building Commission
- B. User: McLean County Health Department, other McLean County offices and various lease-space tenants
- C. Address: 200 West Front Street, Bloomington, Illinois 61701
- D. Location: Corner of Madison Street (U.S. Rte 51 South) and Front Street - Immediately adjacent to the west of the McLean County Law and Justice Center
- E. Dimensions: 122'-8" x 127'- 8"
- F. Height: 5-Story, 66'- 8" (first floor to roof); 77'- 4" (first floor to penthouse roof)
- G. Area: 15, 661 sq. ft. per floor; 78,3060 sq. ft. total gross
- H. Applicable Building Code: BOCA National Building Code, 1996 edition
- I. Use Group: B - Business
- J. Construction Type: Type 2B - Non-combustible/Unprotected
- K. Structural System: Steel frame, pier footings, structural grade beam foundation
- L. Window Construction: The windows are a Kawneer aluminum curtain-wall system, continuous from foundation to a height of 60'- 6".
- M. E.I.F.S. Panel Construction: E.I.F.S. exterior wall construction consists of prefabricated panels consisting of 3-5/8" deep, 18-gage, painted metal studs at 16" centers with 1/2" gypsum sheathing screwed to the studs; 2" polystyrene insulation board glued to the gypsum sheathing; and approximately 3/16" thick "Dryvit" EIFS system surface coating. Fiberglass batt insulation in the studs space and interior gypsum wallboard were added later.

III. BUILDING HISTORY

A. Original Construction

The building was designed by Evans-Mills-Gardner Architects as a design/build project for the developer of the project, Hundman Realty in late 1976, and constructed by Hundman in 1977. The use of Dryvit was in its infancy in this area in 1976-77. We were told by several sources that the Dryvit panels were manufactured in a garage and installed in prefabricated sections to the structural steel frame of the building.

B. Modifications

The existing glass atriums on the north ends of the east and west sides were believed to have been added by the building Owner/Developer at the time a restaurant became a tenant in the late 1970's. These two small additions are the only known significant modifications to the existing building and we were unable to find any documentation of their construction.

C. Remodelings

The building was aquired by Champion Federal Savings and Loan Association and remodeled in 1988. The remodeling consisted of the complete replacement of the gypsum wallboard on the interior of the perimeter walls and the addition of fiberglass batt insulation in the exterior walls.

In 1996, the building was purchased by the McLean County Public Building Commission for use as the new location for the McLean County Health Department, and the remodeling of the first three floors for that purpose was completed in 1998.

IV. DOCUMENTATION

The following available documentation was instrumental in our investigation of the problems associated with the construction of the building:

A. Original Construction Documents

The original construction documents of the building supplied critical information as to how the exterior envelope was constructed, supported and connected to the structural frame of the building. This in turn gave us information as to how water was able to penetrate the exterior surface and what kinds of damage resulted once it had breached the skin of the building.

B. Photographs of Facade Damage

The County Facilities Management Department was able to provide invaluable photographs of the building while still owned by the bank, that were taken after a storm when some of the existing EIFS panels had blown off the substrate. These photographs tell us quite a bit about how the panels were constructed and what particular system failed when they became detached from the building. (See Photos #13-16)

C. Drawing of the Law and Justice Center Additions

These drawings provided us with information to use as a reference in suggesting one of the possible alternatives included later in this report to replace the EIFS system, namely the metal panel system used previously on the existing Law and Justice Center and the addition.

V. INTERVIEWS

A. Jack Moody - McLean County Facilities Mgmt.

Mr. Moody was able to provide us with invaluable information regarding the problems the building has experienced over the last 10-15 years. He has stated that during his involvement with the building he is not aware of any regular maintenance of the sealant joints occurring. Another factor, which will be discussed later, is that, according to Mr. Moody, the original building did not contain insulation in the exterior wall construction, with the exception of the 2" polystyrene of the EIFS system, until it was added in 1988.

B. Tom Hawk - McLean County Facilities Mgmt.

Mr. Hawk has been associated with the building for many years and has been directly involved with the remodeling and maintenance since the building was acquired by the County in 1996. He was able to provide information as far back as the original construction of the building and remembered the instances when the panels had become dislodged.

C. Art Sweeney - Mills Sweeney Architects

Mr. Sweeney was the original designer of the building in 1976. I contacted him by phone to inquire about the construction process of the E.I.F.S. system for the building. He confirmed that the EIFS panels had been prefabricated by a certified "Dryvit" installer locally and that the construction consisted of the E.I.F.S. panels installed on sections of metal studs and gypsum wallboard sheathing.

D. John Meek - Felmley-Dickerson Co.

Mr. Meek's involvement with the building concerns various occasions when his company, Felmley-Dickerson Co., was called upon to provide emergency repair services when EIFS panels became damaged or dislodged. In a telephone interview we spoke of one particular instance in October of 1995 when several large panels at the lower west side of the south elevation blew off (See Photos #13-16).

VI. OBSERVATIONS

A. Exterior Investigation

1. Building Exterior Facade - We began our investigation by examination of the exterior surfaces of the building and found the following items to be true:
 - a. The existing EIFS panels are noticeably warped and uneven in many locations, the worst areas being on the south and east sides of the building (See Photo #1).
 - b. The colors of the EIFS panels that have been replaced do not consistently match the existing panels (See Photo #2).
 - c. The existing joints between panels are noticeably larger than shown to be on the original construction drawings. The original drawings call for 1/2" wide joints typically, whereas the actual joints vary between approximately 3/4" and 1" wide (See Photo #3).
 - d. The joint between the concrete foundation wall and the lowest row of panels does not remain consistent and varies from approximately 3/4" wide to more than 1" wide in some areas (See Photo #4).
 - e. The existing sealant in many of the joints has hardened and shrunk to the point that is no longer properly adhering to the surfaces of the EIFS panels (See Photo #5).
 - f. The existing foundation wall has cracked and become water-stained at locations where water is draining from the window curtainwalls above (See Photo #6).
2. Window Curtainwalls - We visually examined the existing aluminum curtainwall windows and generally found them to be in acceptable condition. We noted the following:
 - a. The joint between the bottom of the window curtainwall and the foundation is very wide - over an inch in some locations.
 - b. Water appears to have been draining through the vertical mullions of the windows as witnessed by dark stains on the concrete foundation immediately below the mullions.
 - c. We were not able to discover for certain how or if the side window mullions were directly attached to the metal stud panels or not.
3. East Atrium - The east atrium has experienced leakage problems at the connection to the existing building panels which is a large area of concern to the Health Department.
 - a. Water leakage at the northeast entrance of the atrium was so severe that the Owner has discontinued use of this entrance (See Photo #7).
 - b. Water damage can clearly be seen inside the area where the atrium framing is attached to the EIFS building surfaces (See Photo #8).

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4. Penthouse - We examined the mechanical penthouse on the roof and found the following:
 - a. The EIFS walls of the penthouse had been damaged in several locations from an unknown cause, possible wind-driven debris during a storm (See Photo #17).
 - b. The bottom of the EIFS panels have deteriorated in many areas where they sit upon the curb for the roof flashing (See Photo #18).
 - c. The metal studs showed signs of severe corrosion at the interior walls near the floor (See Photos #19 & 20).

B. Interior Investigation - Since the majority of the interior office spaces are occupied, we limited our investigation to cutting several strategic openings in the exterior wallboard to be able to view the exterior wall panels and their connections to the structure. We chose one location at each of the points where the panels were bearing on or attached to the structure.

1. First Floor Wall Opening - An opening was cut in the exterior wall in the northeast corner of the building in the current file storage room (See Photo #9) and the following was noted:
 - a. The existing metal studs are 3-5/8" deep, approximately 18 gauge, painted metal studs at 16" centers. Some of the studs have deteriorated due to rusting at the lower ends where they rest on the horizontal metal track attached to the concrete foundation wall. In some areas the studs have been reinforced with sheet metal.
 - b. The fiberglass batt insulation has become wet due to leakage of the EIFS panels.
 - c. The pattern and capacity of the connecting fasteners between the bottom metal track and the concrete foundation wall could not be ascertained. In fact, no fasteners were seen in any of the locations that were opened to view.
2. Third Floor Wall Opening - We examined the area above the acoustic lay-in ceiling in a storage area on the third floor and found the following:
 - a. Each stud is attached to the bottom flange of the fourth floor structural steel beam with a two inch wide clip angle.
 - b. No connection could be seen for the metal stud system to the shelf angle at the fourth floor for the two stud spaces that were open to view.
3. Fourth Floor Wall Opening - A second opening was cut in the north exterior wall of the open office area on the fourth floor of the building at a point between the connection of two exterior panels.
 - a. The locations of fasteners between the bottom metal track and the supporting floor shelf angle could not be ascertained.
 - b. The gap between the metal studs between separate EIFS panels was wide enough to see the Styrofoam insulation on the outside. The exterior gypsum sheathing was not continuous over this joint.
4. Fifth Floor Wall Openings - Two openings were cut on the fifth floor in an unoccupied office on the south side of the building (See Photo #10). The following items were noted:
 - a. No attachment could be found between the vertical aluminum window frame and the adjacent metal-stud framing of the wall panels. It appeared that a connection had been made with metal strapping above the ceiling only.

- b. The metal studs are 3-5/8" deep, approximately 18 gauge, painted, and looked to be in good condition.
- c. No vapor barrier was present in the wall construction.
- d. The connection between studs at the vertical joint between separate EIFS panels appears to be screws at approximately 18 inches on center.
- e. The connection between the EIFS panels at the head of the window frames appears to be screws at approximately 24 inches on center.
- f. It appears that the gypsum panels were glued and screwed to the metal studs. The fasteners between the gypsum sheathing and the metal studs appear to be screws at approximately 12 inches on center, which have corroded in many instances to the point where they could easily break off.
- g. The insulation that was installed in 1988 did not appear wet, but there were stained areas of it that indicate that it may have been wet at some previous time.
- h. We cut through the back of the gypsum sheathing and established that the insulation board had been glued to the gypsum panels, not fastened with screws. This also showed the gypsum board was not wet at this location and seemed to be in good condition. The gypsum panel at this metal stud joint location seemed to indicate that it was spanning the joint.

VII. CONCLUSIONS

- A. Causes of Damage - The obvious cause of damage to the building is water penetration through the exterior joints between EIFS panels. Specific reasons for this penetration are as follows:
1. Structural deflection of metal studs and EIFS panels - Structural analysis by our firm has determined that the existing 3-5/8" wide metal studs do not meet 1996 BOCA code requirements with regard to wind resistance stiffness. This means that the studs deflect more than is acceptable per code due to wind forces. This causes the panel joints to move more than they should, creating cracks in the sealed joints and allowing water to penetrate through the exterior envelope.
 2. Inadequate connection of metal stud sections to structure - Based on our limited observations of the connections of the metal stud panels to the building structure, we do not feel that the spacing of the fasteners is adequate. We were not able to find some of the connections that were shown on the original construction drawings. Inadequate fasteners could potentially result in metal panel section becoming detached from the building structure.
 3. Failure of the sealant at EIFS panel joints due to the following:
 - a. Oversizing of joints - It is our opinion that the panel joints are too large in nearly all locations. The existing construction documents show 1/2" wide joints, whereas the actual joints are approximately 3/4" to 1" wide. Under normal circumstances, a joint should be only as wide as is required to allow for thermal and wind movement or for the construction methods required to install the panels. Wider joints are more difficult to seal and maintain than narrower joints.
 - b. Lack of maintenance of joints - We were not able to find any evidence that the joints had been maintained from the time of construction until the building was acquired by the County. Over time, sealant will lose its flexibility and adhesiveness due to the elements and should be replaced..

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- c. Structural flexure of EIFS panels - As mentioned above, the excessive movement of the metal studs can cause sealant to fail and allow water penetration.
- B. Results of Damage - The following are some ways in which the building may have been affected by the intrusion of water through the exterior building enclosure:
1. Structural Condition of existing building - The structural condition of the building has been compromised in the following ways:
 - a. Existing metal studs are corroding - We have visual evidence of corrosion of the metal studs, especially at the first floor where the studs sit on the foundation wall, and at the penthouse wall, where the studs sit on the roof curb. Excessive corrosion of the metal studs and bottom track can result in sections of the panels becoming detached from the building structure.
 - b. Existing metal fasteners are corroding - We observed corrosion of metal fasteners that connect the exterior gypsum sheathing board to the metal studs. Corrosion can cause these fasteners to fail, resulting in the gypsum board becoming detached from the metal studs.
 - c. EIFS panels are deflecting excessively under wind loads - As stated above, the metal studs are undersized and may deflect excessively under high winds causing panel joints and fasteners between the gypsum sheathing and studs to be overstressed and potentially fail.
 2. Functional Condition of existing building - The following are some ways in which the functional qualities of the building may be compromised due to water penetration:
 - a. Water Leakage - Water damage is visible in various areas of ceilings and walls at all floor levels. Water can cause deterioration of gypsum walls and ceilings, acoustical panel ceilings, insulation, carpeting, wall coverings and other interior finishes.
 - b. Thermal Compromises - Water damaged insulation can deteriorate and will not retain its original insulative properties.
 - c. Electrical/Communications Compromises - Water infiltration to electrical and communicative wiring and boxes in exterior walls can cause disruption of service and potential personal injury.
 - d. Potential for injury - The fact that large areas on the existing exterior EIFS panels can, and have, become detached from the building could potentially result in injury to a bystander.
 3. Aesthetic Condition of existing building - The following are some ways in which the aesthetic qualities of the building may be compromised due to water penetration:
 - a. Interior Water Damage - As above, water damage can cause staining and deterioration of gypsum walls and ceilings, acoustical panel ceilings, carpeting, wall coverings and other interior finishes.
 - b. Exterior Water Damage - Improper water drainage can lead to problems such as the staining exhibited at concrete foundation wall below the vertical mullions of the aluminum windows, and cracking of the concrete foundation wall.
 - c. Detachment of Panels - As has been previously experienced, individual EIFS panels, or even large areas of multiple panels, can become detached, leaving the building looking ugly and vulnerable. Even once replaced, it is nearly impossible to match the adjacent original panels entirely.

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C. Condition of Existing Window Curtainwall

Based on our limited observations of the window curtainwall system, we believe that the system is essentially performing in a sound way and will not need to be replaced at this time. We believe that the water that is entering the aluminum window system is entering from the joints along the sides of the curtainwall where the EIFS panels abut the windows. We believe that, since we can not find evidence that the metal stud panels are attached to the window mullions, the metal studs are flexing independently of the window framing, opening the joints to allow water to enter. Once the water is in the aluminum window framing, it seeks to exit by gravity through the vertical members, resulting in the stains on the foundation wall below. We strongly recommend that a more thorough inspection of the window system be done by a manufacturer's representative prior to the beginning of any renovation work to confirm the condition of the framing members, glazing panels, seals, etc. We have included an anticipated cost of approximately \$2,500 for this inspection in our estimate for the examination and repair of the existing window systems below.

VIII. RECOMMENDATIONS

1. General

Based on the fact that the existing metal studs are structurally undersized in regard to the current edition of the BOCA Building Code, we strongly recommend that the studs be either replaced or reinforced in order to be able to withstand the design wind loads within acceptable flexural tolerances, regardless of which exterior closure system is chosen. In order to replace the studs in their entirety, it would be necessary to also remove all of the interior gypsum wallboard and finishes and displace the operations of the tenants. Since we believe this would be unacceptable to both Owner and the Tenants from both a cost and inconvenience standpoint, we believe that the only remaining alternative is to provide a system to reinforce the existing inadequate, and in some cases, deteriorated metal framing system. We feel that if this is accomplished, and a new exterior closure system installed that will adequately protect against moisture infiltration, the building will be able to continue to provide service to the Owner and Users for decades to come. Following are our three most recommended systems for providing an aesthetically and functionally superior building.

2. Alternative #1 - New E.I.F.S. System

- a. System Description - We believe that Exterior Insulation and Finish Systems have improved substantially from the time that the system was installed on the original project building. Since we have established that there were design and installation problems with the original system, we feel that one of the most versatile and cost effective solutions to the recladding of the building would be a new EIFS system. EIFS is lightweight, provides excellent insulative qualities, and can be installed economically. In addition, the architectural expression that can be achieved is very extensive, as colors, textures and decorative features can all be easily varied.

b. System Costs*

i. <u>Removal of existing exterior closure system</u> - Includes removal of existing EIFS finish & insulation, gypsum sheathing, and fiberglass batt insulation. Costs include scaffolding, protection, hauling and dump charges, etc.	\$50,000
ii. <u>Installation of new EIFS system</u> - Includes installation of new metal stud framing, batt insulation, exterior sheathing, EIFS insulation and finish system, joint sealants, etc.	\$325,000
Subtotal	\$375,000
iii. <u>Design/Construction Contingency (15%)</u>	\$56,250
Total	\$431,250

3. Alternative #2 - Brick/Masonry Veneer System

a. System Description - Our structural engineering department has determined that, pending confirmation of existing soil bearing capacity by a geotechnical engineer, the existing building foundation is capable of supporting an exterior closure system consisting of masonry veneer. This veneer could be brick, stone, decorative concrete masonry units (CMU), or a combination thereof. Advantages of masonry include, durability, simplified maintenance, and sound and thermal improvement.

b. System Costs*

i. <u>Removal of existing exterior closure system</u> - Includes removal of existing EIFS finish & insulation, gypsum sheathing, and fiberglass batt insulation. Costs include scaffolding, protection, hauling and dump charges, etc.	\$50,000
ii. <u>Installation of new masonry veneer system</u> - Includes installation of new metal stud framing, batt insulation, exterior sheathing, air infiltration barrier, new masonry veneer, flashings, sealants, etc.	\$415,000
Subtotal	\$465,000
iii. <u>Design/Construction Contingency (15%)</u>	\$69,750
Total	\$534,750

4. Alternative #3 - Metal Panel System

a. System Description - There are a multitude of different types of metal panel systems in the construction marketplace, however for purposes of this report, we have limited our proposal to a system that would adequately match that used on the McLean County Law and Justice Center building. This system, as manufactured by Centria, is called "Formawall" 100-V System. This system is composed of 2'-0" wide insulated metal sandwich panels with vertical metal ribs that cover the panel joints. Advantages of using this system are: the ability to somewhat match the appearance of the Law and Justice Building; economical installation due to prefabricated components, thermal expansion capability built into the system so that joint maintenance is eliminated.

b. System Costs*

- i. Removal of Existing Closure System - Includes removal of existing EIFS finish & insulation, gypsum sheathing, and fiberglass batt insulation. Costs include scaffolding, protection, hauling and dump charges, etc. \$50,000
- ii. Installation of new metal panel system system - Includes installation of new metal stud framing, batt insulation, exterior sheathing, air infiltration barrier, metal panel system, flashings and insulation, etc. \$350,000
- Subtotal \$400,000
- iii. Design/Construction Contingency (15%) \$60,000
- Total \$460,000

5. Atrium Revisions

- a. System Description - Add metal panel roof system over existing East Atrium for shading and to prevent water penetration similar to system added at West Atrium.
- b. System Costs*
 - i. Install metal panel roof over existing atrium sloped glass top \$15,000
 - ii. Design/Construction Contingency (15%) \$2,250
 - Total \$17,250

6. Penthouse Revisions

- a. System Description - Provide new insulated metal sandwich panel system, similar to system used at the Law and Justice Center facility.
- b. System Costs*
 - i. Asbestos Testing (No asbestos has been encountered to date) \$2,500
 - ii. Removal of existing EIFS wall closure system - Includes removal of existing EIFS panels, gypsum sheathing, batt insulation, etc. \$8,000
 - iii. New metal panel wall closure system - Includes new metal studs, batt insulation, exterior sheathing, metal panels, flashings, sealants, etc. \$32,000
 - Subtotal \$42,500
 - iv. Design/Construction Contingency (15%) \$6,375
 - Total \$48,875

7. Foundation Revisions - Cleaning, patching & painting \$10,000

8. Window Revisions - Window inspection & repair allowance \$15,000

9. Architectural/Engineering Fees (Estimated) 12 % of total construction cost

10. Cost Summary

<u>Exterior Replacement System</u>	<u>Total Construction Cost</u>	<u>+ A/E Fees</u>
a. Alternative #1 - New EIFS System	\$522,375	\$585,060
b. Alternative #2 - Masonry Veneer System	\$625,875	\$700,980
c. Alternative #3 - Metal Panel System	119 \$551,125	\$617,260

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- * All cost information presented is based on the use of Means 2000 Cost Estimating Guides and is subject to change based on when actual bidding is initiated. This cost information is intended solely as a basis of determining relative budgetary costs, that is, how one exterior closure system compares to another system.

IX. SUMMARY

Based on our investigation, we feel that the majority of the problems currently wrong with the building are a direct result of the penetration of water through the joints between the existing E.I.F.S. (Dryvit) panels. These joints are leaking for several reasons: 1) The structural metal studs supporting the E.I.F.S. panels are under-designed and allow too much flexing of the panels, consequently opening the joints and loosening fasteners; 2) The joints are much too wide in most cases which makes keeping them properly sealed nearly impossible; and 3) The sealant in the joints has not been adequately maintained over the years, resulting in sealant that is very old and brittle, extremely permeable to water, and in some cases, missing or falling out

Due to the length of time that the building has been allowed to be exposed to the effects of water penetration, we feel that the existing exterior wall system, consisting of metal studs, gypsum sheathing, and E.I.F.S. finish coats, should be replaced in its entirety. However, since the cost of completely replacing the metal stud framing would be prohibitive, we believe they can be salvaged if they are inspected and reinforced with additional new framing. However, we recommend that the E.I.F.S. system, gypsum wallboard substrate, and the fiberglass batt insulation be removed and replaced with one of the three Alternative Systems we have recommended: 1) A new E.I.F.S. system; 2) a masonry veneer system; or 3) an insulated metal panel system. Additional systems could be incorporated, or a combination of the above systems could be used to provide more design options, however, for the sake of cost comparison of the basic systems, we have limited our proposal to the above three options.

With regard to the projected costs of the renovation, we wish to emphasize that it is impossible at this time to foresee the exact scope of the renovation work since our examination of the building took place at a very small scale. Since we could not examine the full extent of the deterioration of the metal stud support system, it would be impossible to estimate the cost of replacement or renovation of this system with complete accuracy at this stage. Instead, we have provided an estimate based on our understanding of the work required and included a contingency of 15% for possible changes in scope during the design, construction document and construction phases of the renovation project. The costs included in this report are offered exclusively for the comparison of the proposed systems and for strictly preliminary budget purposes.

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X. PHOTOGRAPHS

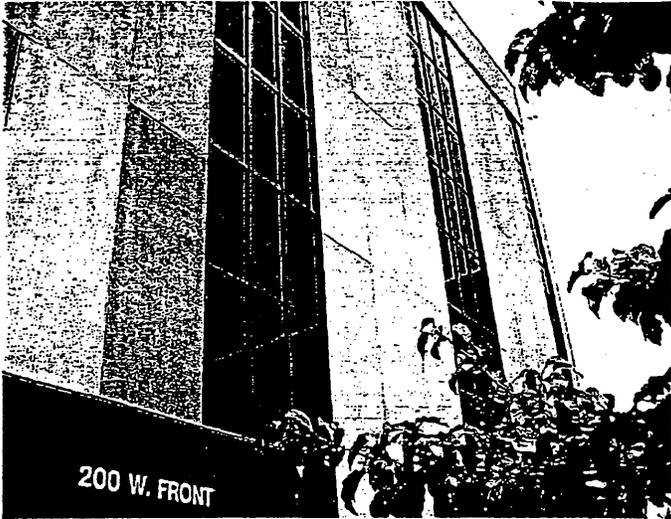


PHOTO #1 - Many of the existing panels are bowed and warped due to moisture damage.

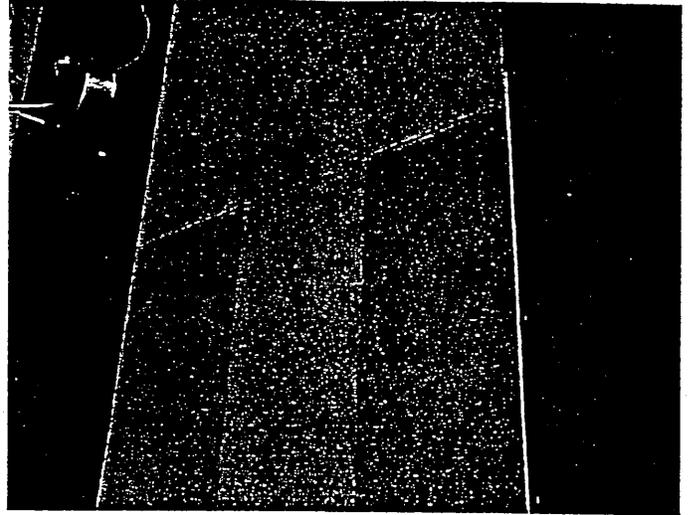


PHOTO #2 - The colors of panels that have been replaced do not match the existing adjacent panels.

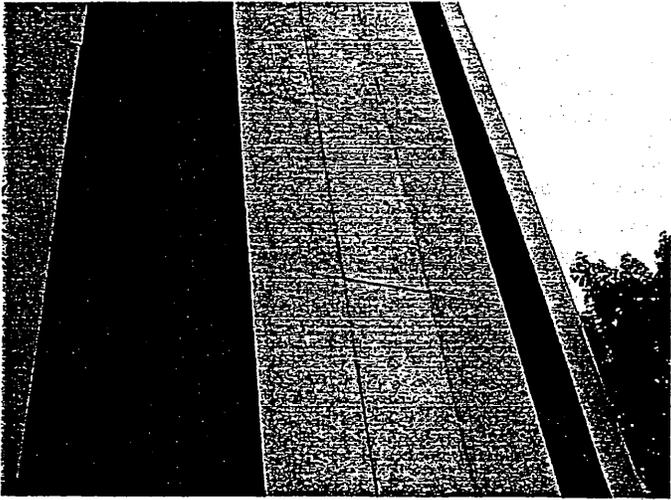


PHOTO #3 - Many of the existing panel joints are much wider than on the original building drawings.

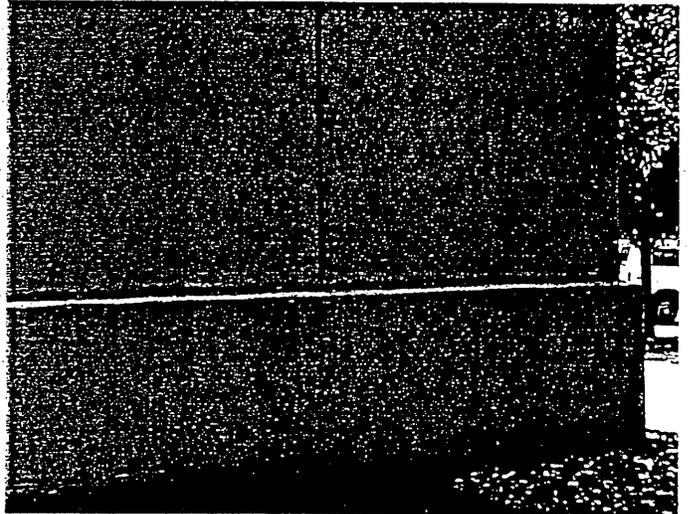


PHOTO #4 - The bottom joint at the foundation is not consistent and becomes very wide in some areas.



PHOTO #5 - Joints have hardened and shrunk to the point that they are no longer adhering properly.

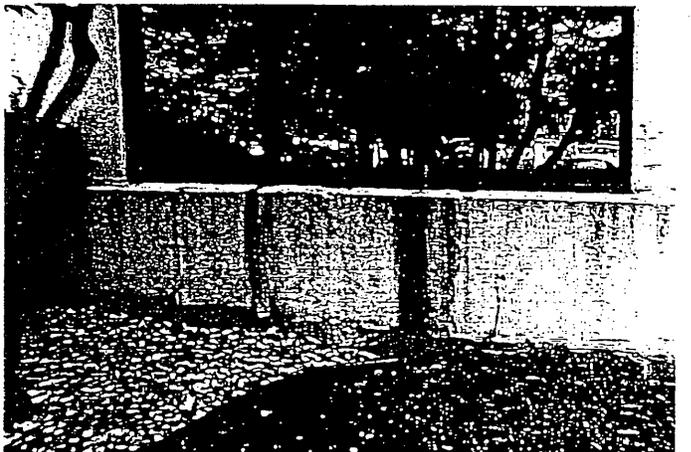


PHOTO #6 - Cracks and Stains are very visible where water is draining through the window frame.

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X. PHOTOGRAPHS



PHOTO #7 - Water damage in the atrium entrance is so severe the Owner has discontinued its use.



PHOTO #8 - Water damage is very visible at the intersection of the atrium and the original building.

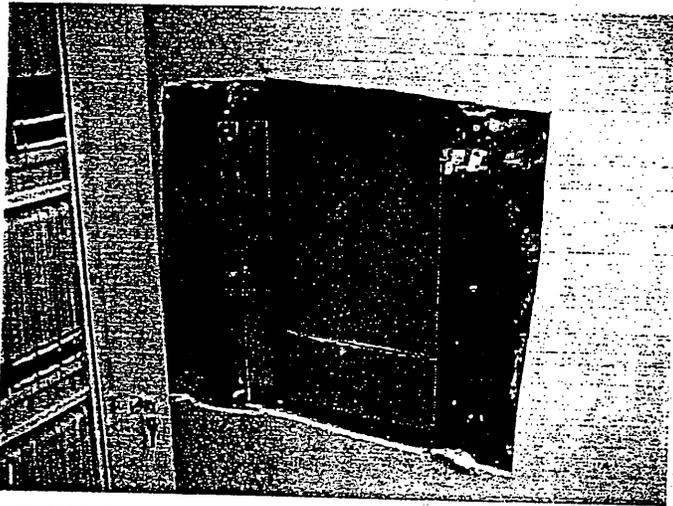


PHOTO #9 - The metal studs have been reinforced at the first floor as seen at the opening above.



PHOTO #10 - Wall opening at the fifth floor where the horizontal metal stud panels are connected.

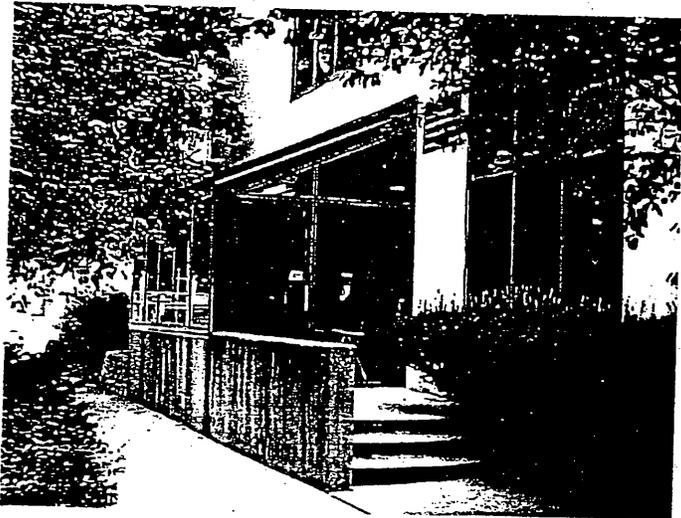


PHOTO #11 - The concrete wall is badly stained at west atrium. The leakage problem has been alleviated.

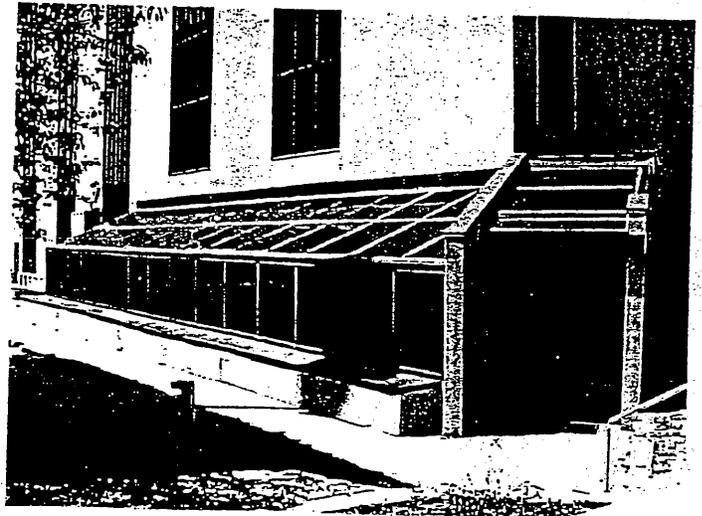


PHOTO #12 - Solar heat gain and water leakage are both serious problems at the existing east atrium.

X. PHOTOGRAPHS

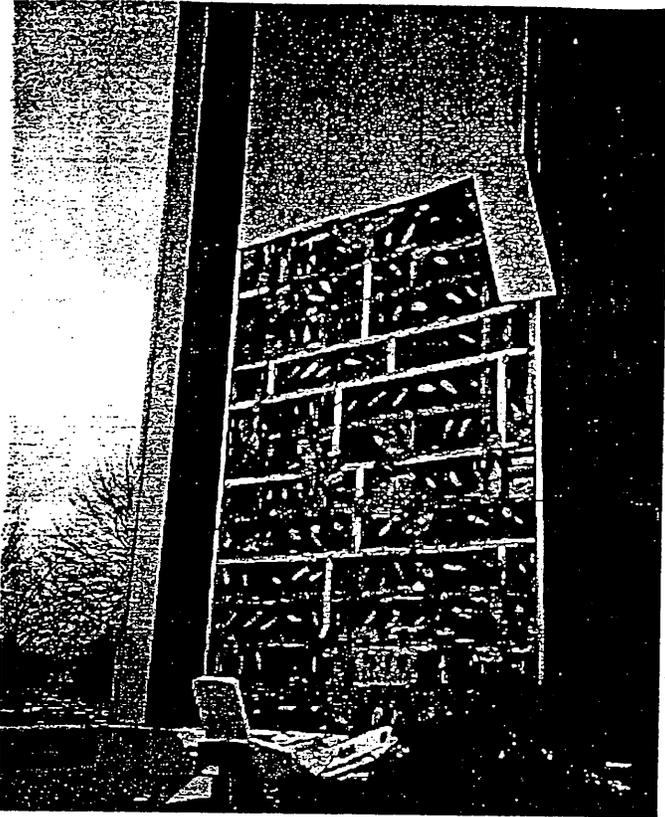


PHOTO #13 - Three full panels at the south elevation became dislodged from the building in October 1995.

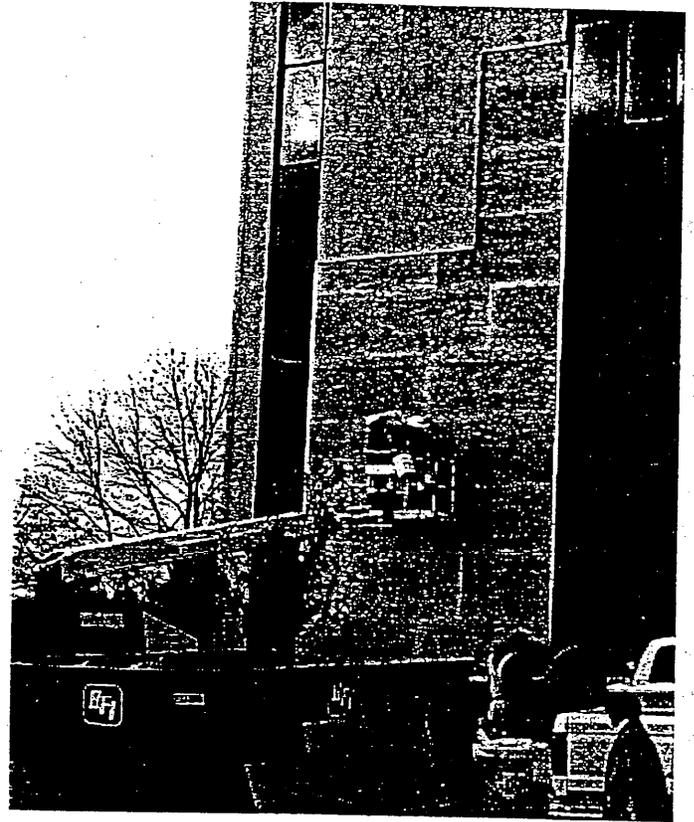


PHOTO #14 - The panels were replaced over a new plywood substrate by Felmley-Dickerson Company.



PHOTO #15 - This photo shows the adhesive that was left on the substrate after the panels delaminated.



PHOTO #16 - The backs of the EIFS insulation show that the adhesive delaminated from the backer.

X. PHOTOGRAPHS

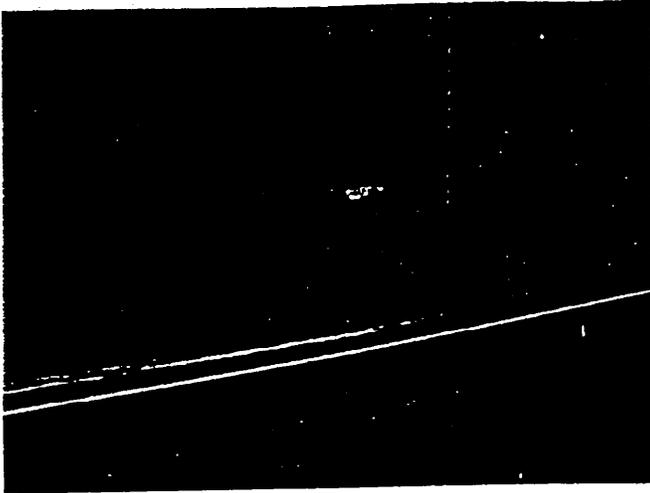


PHOTO #17 - The EIFS panels at the penthouse have been damaged by gouging of some object.

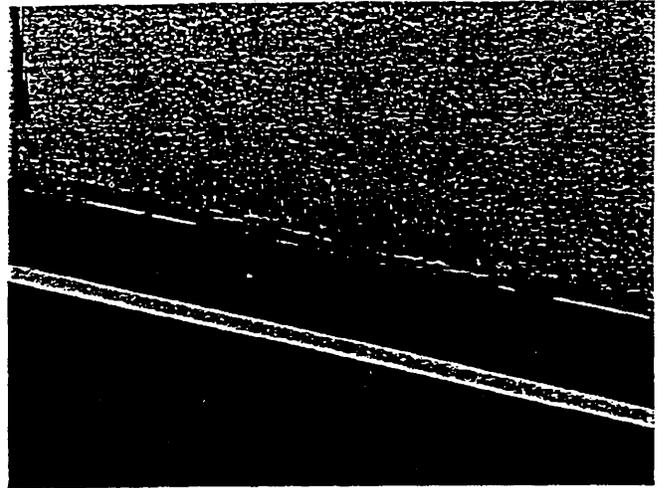


PHOTO #18 - Rust can clearly be seen through the EIFS wall finish at the penthouse roofing curb.

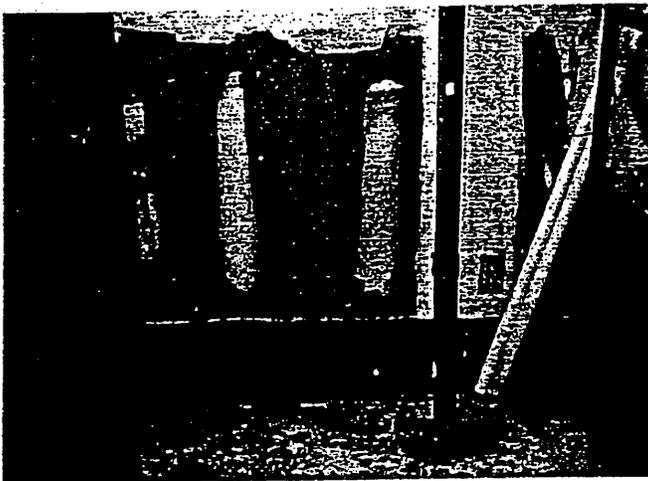


PHOTO #19 - Studs at bottom of penthouse wall are badly rusted and insulation has deteriorated.



PHOTO #20 - Studs and bottom track have rusted and insulation become wet at interior of penthouse.

Members Salch/Owens moved the County Board approve a Request for Approval of a Proposal by Farnsworth Group (formerly Wischmeyer) to Perform Architectural and Structural Engineering Design Work - 200 West Front Street Building - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

AGREEMENT

The County of McLean, a body politic and corporate hereinafter Buyer, and Rowe Construction Co., a Division of R.A. Cullinan & Son, Inc., hereinafter Seller, by this contract agree as follows:

Article 1 Property Being Sold

1.01 Seller will sell to Buyer and Buyer will purchase from seller, as provided in this contract: (a) the parcel of land ("land") that is described in Schedule A, (b) all improvements situated on the land, (c) any appurtenances (including but not limited to riparian rights) to the land, and (d) any right, title and interest of seller in the fixtures and equipment attached or appurtenant to the land. The items described in subsections (a) through (c) are collectively referred to as the "real estate" and the items described in subsections (a) through (d) are collectively referred to as the "premises."

1.02 Buyer is purchasing the property in an "as is" condition, meaning with the existing footings, aggregate base and stockpiled topsoil.

Article 2 Purchase Price, Earnest Money and Purchase Money Mortgage

2.01 *Purchase Price.* Purchaser will pay \$151,800.00 (subject to prorations and closing adjustments) at closing to the Seller.

Article 3 Closing

3.01 *Time and Place of Closing.* The closing is scheduled to occur on August 1, 2002 at a time and place agreed upon by the Parties. The closing date may be adjusted by agreement of the parties if necessary.

Article 4 Title Insurance and Condition of Title

4.01 *Title Commitment.* Promptly after the contract date purchaser will apply, for a commitment for an owner's title insurance policy.

a. The commitment is: (i) to be in the amount of the purchase price, (ii) to include extended coverage over general exceptions, and (iii) to cover title to the real estate on or after the execution date.

b. On receipt of the commitment purchaser will promptly deliver a copy of the commitment to seller's attorney. Seller will use best efforts to cause the commitment to conform to the condition of title specified in Section 4.02 by 63 days after seller receives a copy of the commitment.

c. Seller will pay for the title insurance commitment and the resulting owner's title policy or

grant a credit to buyer for the same at closing.

4.02 *Condition of Title.* Seller will use best efforts to convey, and purchaser will accept if tendered, fee simple title to the real estate in accordance with the terms of this contract, subject only to: (a) the matters in Schedule B ("permitted exceptions"), (b) any other matters as to which the (i) title insurer is willing, without additional premium, to insure by endorsement.

Article 5 Inspection, Due Diligence and Termination

5.02 *Inspection of the Premises.* Within 45 days after the contract date, purchaser may inspect the premises and obtain soil tests and an environmental audit of the premises.

5.03 *Purchaser's Election To Terminate.* Purchaser may elect to terminate this contract by notice to seller at any time prior to five days after expiration of the time period that is provided for by Section 5.02 if in purchaser's absolute discretion, which is not subject to question or review for any reason: (a) purchaser has not been able to inspect the premises and obtain soil tests and an environmental audit of the premises, or (b) purchaser is dissatisfied with any matters disclosed by such documents, inspection or tests. If purchaser so elects to terminate this contract, Section 17.03 will apply.

5.04 *Acceptance of the Premises.* If purchaser does not elect to terminate this contract pursuant to Section 5.03 and purchaser is otherwise required to proceed here, seller will deliver (and purchaser will accept) the premises in substantially the same condition at closing as on the date of execution, except for ordinary wear and tear, and matters described in Article 11. However, purchaser will have the benefit of any representations and warranties by seller relating to the premises.

Article 6 Mortgage

6.01 Seller represents that the premises are free and clear of all mortgages, liens and encumbrances.

6.02 Seller will not, at any time, encumber the premises with any mortgage or lien.

Article 7 Seller's Covenants

Seller covenants that between the contract date and closing:

7.03 *Insurance.* Seller will maintain in full force and effect the insurance policies covering the premises.

7.05 *Tax Proceedings.* Seller will not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the real estate for the tax year in which the closing is to occur or any subsequent tax year without the prior consent of purchaser. Purchaser's consent will not be unreasonably delayed or withheld.

7.06 *Access to Premises and Documents.* Seller will allow purchaser access to the premises and

to the documents required to be delivered under this contract on reasonable notice at reasonable times.

7.08 Restrictions on Leasing. Between the contract date and closing, seller will not (without purchaser's prior consent, which will not be unreasonably delayed or withheld), with respect to any lease or tenancy that was in effect on the contract date: (a) amend, renew or extend the same, (b) terminate the same, except because of a default by the tenant, or (c) grant any concessions or rent abatements for any period following closing.

Article 8 Seller's Warranties

Seller makes the following warranties to purchaser as of the contract date; the warranties are limited by any matters that seller has disclosed to purchaser in writing, and seller's liability under the warranties will survive as specified in Article 20.

8.01 Seller's Interest and Authority. Title to the land and seller's interest in the real estate are as follows: Seller has fees simple title subject to no mortgages, liens or encumbrances. Seller has authority to enter into and perform this contract.

8.02 Continuing Mortgages. If the real estate is encumbered by one or more continuing mortgages, no written notice has been received from the mortgagee asserting the existence of a default or breach that remains uncured. If copies of documents (such as notes and security instruments) evidencing seller's rights and obligations under a continuing mortgage have been identified to this contract and initialed by seller, the copies are true copies of the originals, and the continuing mortgages and secured notes have not been modified or amended except as shown in the copies.

8.03 Leases. Seller has provided to purchaser true copies of any leases, and all information concerning any leases and tenancies is accurate (a "lease" is any written lease or agreement for a lease, and any amendment thereof, for any portion of the premises, and a "tenancy" is any tenancy in the real estate that does not arise from a lease). There are no leases, agreements to lease, or tenancies in the real estate other than those provided to Buyer:

- a. All of the leases are in full force and effect;
- b. All rents are being collected on a current basis and there are no arrearages in excess of one month;
- c. Seller has not given oral or written notice to any tenant claiming that the tenant is in default, which default remains uncured;
- d. Seller has not received oral or written notice from any tenant claiming that seller is in default, which default remains uncured;
- e. No tenant has an option or a right of first refusal to purchase the premises, and no tenant has a right of first opportunity with respect to sale or leasing of the premises;
- f. No tenant is entitled to concessions (whether of rent, construction, expenses or otherwise) or abatements for any period subsequent to the closing date;
- g. No action or proceeding instituted against seller by any tenant is pending in any court, except with respect to claims involving personal injury or property damage that are covered by insurance;
- h. There are no security deposits on the tenancies on the premises;

- i. No rent has been prepaid and no tenant is entitled to have seller pay for or perform any construction work for the tenant; and
- j. No lease has been modified, amended or extended, and no renewal or extension option has been granted to any tenant.

8.04 *Personal Property*. No personal property will pass under this agreement.

8.08 *Permits and Licenses*. All permits and licenses issued and presently in effect with respect to the premises shall be delivered to Buyer before closing.

8.09 *Certificate of Occupancy*. If a copy of a certificate of occupancy for the real estate has been identified to this contract and initialed by seller, the copy is a true copy of the original and the certificate has not been revoked or amended, but seller makes no representation or warranty as to compliance with the certificate.

8.10 *Assessment Proceedings*. There are no tax or assessment proceedings, abatements, exemptions, or notices of increased assessed valuation affecting the real estate.

8.12 *Condemnation Proceedings*. No authority having the right of condemnation or eminent domain has commenced negotiations with seller, nor has seller been notified of the commencement of any legal action against seller for the damaging, taking or acquiring of all or any part of the real estate, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain.

8.13 *Other Liens*. There are no liens against the premises.

Article 9 New Leases

9.01 *Restrictions on Leases*. Seller will not enter into a new lease 30 days prior to or any time after the contract date (seller's restrictions as to existing leases are provided in Section 7.08).

9.02 *New Leases*. Any new lease that seller enters into before that date will be subject to the following restrictions:

a. If seller wishes to enter into a new lease prior to the above-described date seller will before that date provide to purchaser:

i. A copy of the proposed new lease, fully executed by the parties and containing the following provision: "The new lease will be effective only on purchaser's approval of the lease";

ii. Any supporting documents that were obtained by seller regarding the proposed new lease;

b. The new lease will not become effective unless purchaser notifies seller of purchaser's approval of the same.

c. For purposes of Section 9.02:

A "new lease" is any arrangement that permits occupancy of any or all of the real estate,

Article 10

10.01 The premises are currently leased to Larry Durbin for farming. Seller shall be entitled to the current crops, to any Federal subsidies for the current year and to any LDP payments.

10.02 Any crop damage done by the Buyer prior to harvest 2002 shall be paid to the Seller.

Article 11
Condemnation

11.01 Condemnation. If, after the contract date, any authority having the right of condemnation or eminent domain starts negotiations with seller or a proceeding against seller for the damaging, taking or acquiring of all or any part of the real estate, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, seller will immediately give notice to purchaser. Purchaser may terminate this contract by giving notice to seller on or before the date fixed for closing, or within 31 days after purchaser has received notice from seller, whichever is earlier, and Section 17.03 will apply. If purchaser does not so terminate this contract, seller will advise purchaser as to, and will allow purchaser to participate in, any negotiations regarding such proceedings.

Article 12
Use of the Property prior to and after Closing

12.01 Prior to closing and after closing, the Seller shall have the right to use the premises for the location of a trailer for the Illinois Department of Transportation (IDOT). Additionally, prior to closing and after closing, Seller shall have the right to stockpile materials at the site. Seller's right to the use of the property, as noted above, shall be extinguished when Seller's current contract for the improvement of Illinois State Route 9 is completed.

12.02 Prior to closing Buyer shall have the right to use the premises for the stockpiling of materials, the installation and the operation of a Pug Mill.

12.03 Seller's right to use the premise as described in the article constitutes a portion of the consideration of this contract. Seller shall not be required to pay any additional amounts for the rights described in the article.

12.04 Buyer's right to use the premises as described in this article is covered under the consideration paid pursuant to this contract. Buyer shall not be required to pay any additional amounts for the rights described in this article.

12.05 During the time period that the Parties are both using the premises, they shall coordinate their use to their mutual benefit.

Article 13
Seller's Closing Obligations

13.01 At closing, seller will deliver the following to purchaser:

a. *Deed and Transfer Declaration.* A statutory form of recordable general warranty deed sufficient to convey the title as described in Section 4.02, all required real property transfer tax declarations, and (if seller is a natural person) an affidavit of title executed on the closing date.

b. *Leases.* All leases (and any evidence of tenancies) pertaining to the premises, duly assigned to purchaser.

c. *Security Deposits.* A schedule, warranted to be correct as of closing, of all security deposits and a check or credit to purchaser in the amount of cash security deposits, including any interest to which seller is not entitled, held by seller on the closing date under the leases or, if held by a lender, an assignment to purchaser and written instructions to the holder of the deposits to transfer the same to purchaser, and appropriate instruments of transfer or assignment with respect to any non-cash security deposits.

d. *Rent Schedule.* A schedule (warranted to be correct as of closing) bringing current the rental information and stating any arrearages and prepayments of rents.

e. *Permits, Contracts and Insurance Policies.* All original insurance policies (or if unobtainable, true copies or certificates) that purchaser has agreed to accept (as listed on the attached schedules) and all certificates, licenses, permits, authorizations and approvals issued for or with respect to the premises by governmental and quasi-governmental authorities.

f. *Assignments of Contracts and Policies.* An assignment to purchaser, without recourse or warranty, of seller's entire interest in those insurance policies, certificates, permits and other documents to be delivered to purchaser at closing that are then in effect and that are assignable by seller.

g. *Letter to Tenants.* An original letter, executed by seller, advising the tenants of the sale of the premises to purchaser and directing that rents and other payments be sent according to this contract to Seller or purchaser.

h. *Corporate Resolutions.* If seller is a corporation but not a corporate trustee, a resolution of seller's board of directors authorizing the sale and delivery of the deed, and a certificate executed by the secretary or assistant secretary of seller certifying the due adoption of the resolution.

i. *Possession.* Possession of the premises as called for by section 5.04 subject to any leases, new leases and tenancies, and all keys to the premises in seller's possession.

j. *Other Documents.* An ALTA statement and any other documents (such as a disclosure document under the Illinois Responsible Property Transfer Act) that are required for seller to perform its obligations under this contract.

13.03 If purchaser does not terminate this contract pursuant to Article 11, the purchase price will be reduced by the total of any awards, settlement funds or other proceeds received by seller at or before closing with respect to any damaging, taking or acquiring the real estate (as described in Article 11), and (b) seller will assign to purchaser all right of seller in any awards, settlement funds or other proceeds payable by damaging, taking or acquiring the real estate.

13.04 *Seller's Warranties.* All of seller's warranties in Article 8 and Section 10.01 will be deemed to have been re-made as of closing.

13.05 *Status of Leases at Closing.* Seller does not represent or warrant that any particular lease or tenancy will be in effect at closing or that the tenant will have performed the tenant's obligations.

Article 14 Purchaser's Closing Obligations

14.01 At closing, purchaser will:

a. *Payment of Purchase Price.* Pay to or as directed by seller the portion of the purchase price

that is payable at closing, as adjusted for prorations and closing adjustments pursuant to Article 15.

14.03 *Recording*. Purchaser will, at or immediately after closing: (a) complete all required real property transfer tax declarations, (b) cause all declarations and payments of transfer taxes to be delivered to the appropriate officials, and (c) cause the deed to be recorded.

Article 15 Prorations, Closing Adjustments and Form of Payment

15.01 *Matters To Be Prorated*. The parties will arrange for transfer of any utility services. The following prorations will be made as of the closing date and will adjust the purchase price accordingly:

- a. Prepaid rents;
- b. Interest on any continuing mortgage;
- c. Real estate taxes;
- d. Special assessments for the year in which closing occurs;

15.03 *Transfer Taxes*. Seller will pay any transfer taxes.

15.04 *Removal of Certain Title Objections at Closing*.

a. If any closing charges have not been paid prior to closing, the charges (together with any interest and penalties and the cost of recording or filing any instruments necessary to release the charges of record) may be paid from funds otherwise payable to seller at closing (and will not be treated as defects in seller's title) if seller delivers to purchaser prior to closing documents (such as bills, pay-off letters and recordable instruments, as applicable) sufficient to discharge the same of record.

b. "Closing Charges" are any unpaid taxes, assessments, water and sewer charges and other liens and encumbrances that seller is required to pay and that would be defects in seller's title if not paid.

15.06 *Form of Payment*. All monies payable to seller at closing, unless otherwise provided in this contract, will be paid by one or more of: (a) certified checks of purchaser (or any entity making a purchase money loan to purchaser) drawn on any bank, savings bank, trust company or savings and loan association having a banking office in Illinois, (b) official checks drawn by any such institution, (c) official checks (whether or not certified) of purchaser, and (d) checks or drafts of title insurer. All checks will be payable to the order of seller or payable to the order of purchaser and endorsed by purchaser to seller. Any amount payable to purchaser will be paid in a comparable manner.

Article 16 Post-Closing Adjustments

16.01 *Reproration of Real Estate Tax Items*. a. Credits for taxes allowed at closing will be final. The parties will *not* recompute any credit given at closing for the final tax bill or bills for any tax years that are not available at the closing.

b. The benefit of any real estate tax assessment reductions, tax refunds, and credits received after

the closing date that are attributable to the tax year in which closing occurred will be prorated between seller and purchaser, after deducting any expenses (including attorneys' fees).

Article 17 Termination and Default

17.01 *Seller's Default.*

a. If Seller defaults because seller's title is defective (Seller's title will be defective if at closing seller's title fails in any material respect to meet the requirements of Section 4.02):

i. If seller's default does not involve seller's fraud or deceit:

A. Purchaser may elect to accept seller's title, and: (1) purchaser will be entitled at closing to credit, against any cash balance, equal to the reasonably estimated cost (not to exceed the maximum cure amount) to cure the defect, (2) purchaser will not be entitled to any other claim or credit arising from the defect, (3) seller will not be required to take any action or to pay any amount to cure the defect, and (4) seller will have no liability for the defect.

B. If purchaser does not so elect, this contract will terminate and Section 17.03 will apply.

ii. If seller's default involved seller's fraud or deceit:

A. Purchaser may elect to proceed as above.

B. Purchaser may pursue any available remedy, despite any such election.

b. If seller otherwise defaults purchaser may elect: (i) to proceed as above, or (ii) to pursue any available remedy.

c. The "maximum cure amount" is ten percent of the purchase price.

17.02 *Purchaser's Default.* If purchaser defaults seller may pursue any available remedy.

17.03 *Termination.* If this contract terminates and Section 17.03 is to apply, no party will have any obligation or liability under the contract, but: (a) seller will cause the earnest money and any earnings to be refunded to purchaser, (b) the parties will terminate any deed-and-money escrow, and (c) purchaser will return to seller any material, such as leases, building plans and financial statements, that purchaser received from seller, and will reasonably restore the real estate after any action, such as soil tests, that purchaser had taken.

17.04 *Payment of Liens.* Section 17.01 will not permit seller to refuse to pay off at closing any mortgage, trust deed or financing statement that imposes a lien on the premises, other than continuing mortgages.

Article 18 Notices

18.01 Any authorization, consent, demand, election, notice or request (collectively, "notices") must be in writing, signed by the party and delivered or mailed to the intended recipient. A notice will be deemed to have been given:

a. If delivered: When signed for by recipient or authorized representative.

b. If mailed: Five days after an envelope containing the same is mailed, postage prepaid by registered mail, to the addressee (at the addressee's address as shown in Section D-17) from a post office located in the city to which or from which the notice is sent. c. Any notice that is in

fact received will be effective when received, whether or not mailed as provided above.
18.02 The address of a party may be changed by notice given as provided above.

Article 20
Survival of Obligations: Limitation Periods

20.01 *Survival.* The parties' obligations (which include obligations under warranties and representations) under Section 2.01, Section 4.02, Article 7 (except Sections 7.06), Article 8 (except subsections a through d of Section 8.03, and except Sections 8.09), Article 9, Articles 13 through 19 inclusive, and Sections 21.01, 21.05, 21.07 and 21.10 will survive closing; all other obligations of the parties under the contract will (in the absence of fraud and deceit) be extinguished by completion of closing.

20.04 Article 20 will not affect any party's obligations under any document (such as a deed or a purchase money mortgage) other than this contract.

Article 21
Miscellaneous

21.01 *Assignment.* Neither party may assign the rights, benefits or privileges of this Agreement without the written consent of the other Party to this Agreement.

21.02 *Time.* Time is of the essence of this contract. If a time period expires on a day that is not a full business day, the time period will be extended to the next day that is a full business day.

21.03 *Amendment.* No provision of this contract may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement is sought, and then only to the extent stated in the instrument.

21.05 *Governing Law.* This contract will be governed and construed in accordance with Illinois law. Venue shall be the County of McLean, State of Illinois.

21.06 *Captions.* The captions in this contract are provided for convenience of reference only and do not by themselves define, describe or limit the scope or intent of the contract.

21.07 *Binding Effect.* This contract will be binding on and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

21.08 *Gender and Number.* As used in this contract and unless otherwise required by the context, any pronoun includes the masculine, the feminine, and the neuter. The singular includes the plural and the plural includes the singular.

21.09 *Representative.* Unless otherwise provided here, a representative of a party may act for the party.

21.10 *Schedules and Riders.* If the provisions of any schedule or rider attached to this contract are inconsistent with the provisions of the contract, the provisions of the schedule or rider will prevail.

IN WITNESS WHEREOF, the parties hereto executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 23rd day of July, 2002.


Michael F. Sweeney
Chairman McLean County Board


Rowe Construction Co., a Division
of R.A. Cullinan & Son, Inc.


Peggy Ann Milton
McLean County Clerk

Schedule A--Premises and Ownership

1. Street address: Route 9 East.
2. Permanent index No. 22-03-100-005 and 22-03-100-006
3. Ownership: Fee simple title is held by Seller:
4. Legal description:

Part of the North 1/2 of Section 3, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at a point on the North line of said Section 3, Township 23 North, Range 3 East of the Third Principal Meridian, 5.70 chains East of the Quarter Section Corner on the North side of said Section 3; thence Southerly along the present occupation line 26.07 chains; thence West 15.47 chains, thence Northerly parallel with the East line 26.04 chains to the Section line at a point 30.63 chains East of the Northwest corner of said Section 3; thence East along the Section line 15.47 chains to the place of beginning, in McLean County, Illinois, EXCEPTION THEREFROM that part conveyed to the People of the State of Illinois, Department of Transportation in Warranty Deed Recorded February 6, 1996, as Document No. 96-3061.

Schedule B--Permitted Exceptions

1. General exclusions in the title policy to be provided to purchaser.
2. Real estate taxes, special assessments and installments, that are not in default as to payment.

3. Leases and tenancies specified in Article 10, any new leases, and any new tenancies not prohibited by this contract.

4. Matters that would be disclosed by an inspection of the real estate on the date of execution.

Schedule D: Miscellaneous

D-1 Seller's taxpayer identification number _____.

D-2 Purchaser's taxpayer identification number _____.

D-5 Assessed valuation of the real estate is \$ _____ for the year _____.

D-6 Annual real estate taxes on the real estate are:

Amount Year

D-7 Tax and assessment proceedings, abatements, exemptions or notices of increased assessed valuation affecting the real estate [Section 8.10]: _____.

D-17 Address for notices [Section 18.01]:

If to seller:

Rowe Construction Company,
a Division of R.A. Cullinan & Son, Inc.
1523 North Cottage Street
Bloomington, IL 61701

With a copy to seller's attorney:

Mercer Turner
202 North Prospect Road
Suite 202
Bloomington, IL 61704

If to purchaser:

The County of McLean
104 West Front Street, Room 701
P.O. Box 2400
Bloomington, IL 61702

With a copy to purchaser's attorney:

R. Brian Hug, Esq., Assistant State's Attorney
McLean County State's Attorney's Office
104 West Front Street, Suite 701
P.O. Box 2400
Bloomington, IL 61702

Members Salch/Emmett moved the County Board approve a Request for Approval of a Contract for Purchase of 37.95 acres of land on Route 9 East, 2.5 miles east of Towanda-Barnes Road for use by the Highway Department - Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on pages 171-187.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated there are no items for action and the General Report is on pages 188-196.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: every summer the County Administrator's office is very fortunate to be able to work with Illinois Wesleyan University and Illinois State University to recruit interns to work in the County Administrator's Office. They provide a very valuable service to us during a period of time that is probably the busiest in the County Administrator's Office as we are dealing with budget issues. This past spring, Terry Lindberg handled all of the recruitment, interviewing, and selection of the interns and at this time I would like Mr. Lindberg to introduce our two summer interns to the Board and hope that you would join me in welcoming them to McLean County. Mr. Lindberg said the following: first, I would like to introduce Jill Coffey from Illinois State University. She is a senior at ISU, scheduled to graduate in 2003. She majors in management and is working in our Human Resources area. Jill comes from four years in the Navy, is in the honors program at ISU, on the Dean's List, and we are happy to have her. Next, I would like to introduce Erin Gasperson from Illinois Wesleyan University. She is scheduled to graduate in the spring of 2004. She is a public accounting major, the holder of an alumni scholarship, the Irene Gamsky scholarship, the Illinois merit recognition scholarship, and on the Dean's list. She was the high school salutatorian, Illinois State scholar, and in National Honor Society.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated he was very impressed with his first NACO conference and encouraged all to attend in the future.

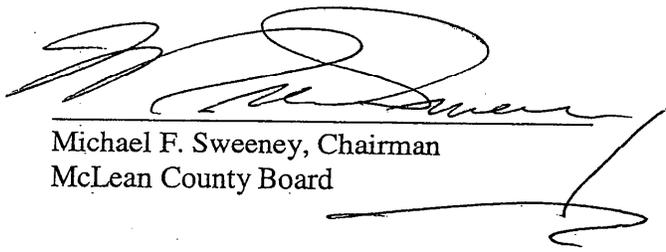
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

July, 23 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$438,792.32	\$438,792.32
Finance		\$700,235.50	\$700,235.50
Human Services		\$316,526.33	\$316,526.33
Justice	\$33,325.46	\$1,183,994.38	\$1,217,319.84
Land Use		\$32,380.87	\$32,380.87
Property		\$1,310,888.21	\$1,310,888.21
Transportation		\$1,312,420.44	\$1,312,420.44
Health Board		\$477,869.50	\$477,869.50
Disability Board		\$46,300.09	\$46,300.09
T. B. Board		\$25,025.87	\$25,025.87
Total	\$33,325.46	\$5,844,433.51	\$5,877,758.97

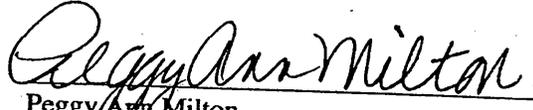

Michael F. Sweeney, Chairman
McLean County Board

Members Owens/Bostic 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 Selzer/Renner moved for adjournment until Tuesday, August 20, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:38 a.m.

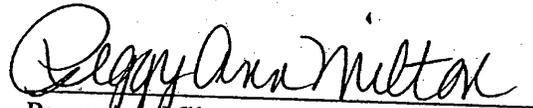
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 23rd day of July, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 6th day of August, 2002.


Peggy Ann Milton
McLean County Clerk