



EXECUTIVE COMMITTEE AGENDA
Room 404, Government Center

Tuesday, December 14, 2004

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – November 9, 2004
3. Appearance by Members of the Public:
 Mr. Steve Wannemacher, Bloomington-Normal Airport Authority Board
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

Sheriff's Office Merit Commission
Richard Farr
108 Dorothy Drive
Normal, IL 61761

McLean County Regional Planning Commission
Scott Lay
3012 Providence Drive
Bloomington, IL 61704

b) APPOINTMENTS:

Octavia Fire Protection District

Joseph M. Tracy
405 Sunset Drive
Colfax, IL 61728

McLean County Regional Planning Commission

Shane Lee Rutherford
6760 North 525 East Road
McLean, IL 61754

Pleasant Hills Cemetery Association

John Breese
25455 Pleasant Hill Rd.
Lexington, IL 61753

c) RESIGNATIONS

Octavia Fire Protection District

Mark Miller
201 East North Street
Colfax, IL 61728

McLean County Regional Planning Commission

James Rutherford
Box 152
McLean, IL 61761

McLean County Regional Planning Commission

Richard Buchanan
1206 E. Jefferson
Bloomington, IL 61702

- | | | |
|----|--|-------|
| d) | Request Approval to Lease Copiers
From Watts Copy Service—Information
Services | 1-7 |
| e) | Request Approval for State Farm Casualty
Company Public Official Bond – County Collector
(35 <u>ILCS</u> 200/19-35, 19-45) | 8-10 |
| f) | Request for Approval of an Ordinance
Establishing County Board Meeting Dates
For Calendar Year 2005 | 11 |
| g) | Request for Approval of an Ordinance
Establishing a Holiday Schedule for County
Employees for the Year 2005 | 12-13 |

	h)	Request Approval of Recommendation Concerning Executive Session Minutes	14-17
2)		<u>Items to be Presented for Information:</u>	
	a)	Information Services Status Report	18
	b)	General Report	
	c)	Other	
B.		Justice Committee – Chairman Renner	
	1)	<u>Items to be Presented for Committee Action:</u>	
	a)	Request Approval of Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center—Court Services	19-24
	b)	Request for Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Booking Services—Sheriff's Department	25-26
	c)	Request for Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Booking Services—Sheriff's Department	27-28
	d)	Request for Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services—Sheriff's Department	29-31
	e)	Request Approval of Letter of Understanding between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties for McLean County Jail Education Program—Sheriff's Department	32-34
	f)	Request Approval of Illinois Emergency Management Agency (IEMA) Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program FFY'05 Grant Agreement – October 1, 2004 through September 30, 2005—ESDA Department 0047	35-41
	g)	Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001—ESDA Department 0047	42

- h) Request Approval of a Resolution Recommending that 75% of the Anticipated Additional Revenues to be Received from The Approved Host Fee Agreement be Designated to fund Alternatives to Jail Incarceration Programs including an Electronic Monitoring Program

43-44

2) Items to be Presented to the Board:

- a) Request Approval of Contract for Special Public Defender with Alan J. Novick, Attorney at Law—Public Defender's Office
- b) Request Approval of Contract for Special Public Defender with Anthony Tomkiewicz, Attorney at Law—Public Defender's Office
- c) Request Approval of Contract for Special Public Defender with Keith Davis, Attorney at Law—Public Defender's Office
- d) Request Approval of Contract for Special Public Defender with Lee Ann Hill, Attorney at Law—Public Defender's Office
- e) Request Approval of Contract for Special Public Defender with John L. Wright, Jr., Attorney at Law—Public Defender's Office
- f) Request Approval of Contract for Counseling Services with McLean County Juvenile Detention Center, Court Services
- g) Request for Approval of Service Agreement with Paxton's Inc. for Typewriter Maintenance—Sheriff's Department
- h) Request to Review Bids and Select Contractor For Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine—Sheriff's Department
- i) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail—Sheriff's Department
- j) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility—Sheriff's Department
- k) Request Approval of 2004 Vehicle Bids for Sheriff's Department and Coroner's Office—Sheriff's Department

- l) Request Approval for Renewal of a Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services for The McLean County Adult Detention Facility—Correctional Health Services
- m) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility—Correctional Health Department
- n) Request Approval for Renewal of a Contract With Merle Pharmacy No. 1, Inc., for the Provision of Pharmaceutical Services for the McLean County Adult Detention Facility—Correctional Health Department
- o) Request Approval of Contract Providing Permission for McLean County Crime Stoppers to Reproduce Certain Images from McLean County EJS Program—Information Services
- p) Request Approval Integrated Justice Information Services (IJS) Master Consulting Services Agreement; Work Order #15—Information Services
- q) Request Approval of Resolution Approving McLean County's Continued Participation With the State of Illinois Appellate Prosecutor's Office – State's Attorneys Office (TO BE CONSIDERED AT STAND-UP MEETING)
- r) General Report
- s) Other

C. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
 - a) Request by Central Catholic High School for a Class D Raffle – the application is complete as reviewed by the State's Attorney's Office with the bond pending
 - b) Request by Robert Lenz to reinstate the preliminary plan for the Wexford Hills Subdivision, File No. S-00-22
 - c) General Report
 - d) Other

- D. Property Committee – Chairman Bostic
- 1) Items to be Presented for Action:
 - a) Request Approval of Watercraft Lease Agreement with Illinois State University
 - 2) Items to be Presented to the Board:
 - a) Request Approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations Pertaining To the Public Use of all County Parks and Recreational Areas, and Providing for the Enforcement of Said Ordinance and the Fixing Of Penalties for its Violation; Chapter 35 of The McLean County Code
 - b) Request Approval of Proposal Received From the Coffee Depot to operate in Basement kitchen/dining room of Government Center
 - c) General Report
 - d) Other
- 45-51
- E. Transportation Committee – Chairman Bass
- 1) Items to be Presented to the Board:
 - a) Request Approval of Motor Fuel Tax Maintenance Resolution
 - b) Request Approval of Resolution Appropriating Motor Fuel Tax Funds
 - c) Letting Results from December 1, 2004 for County and Township Projects
 - d) Audit Report to be Filed with County Board
 - (1) #70 – Motor Fuel Tax – County Projects 01/01/03-12/31/03
 - (2) #51 – Motor Fuel Tax – County Road Districts 01-01-03-12/31/03
 - e) General Report
 - f) Other
- F. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107—Health Department
- 52

- b) Request Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0107—Health Department 53-54
 - c) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0112—Health Department 55
 - d) Request Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0112—Health Department 56
 - e) Request Approval for County Clerk to enter into an Agreement with the State of Illinois Treasurer's Office E-PAY System—County Clerk 57-59
 - f) Request Approval of Recommendation for Outside Audit Services—Fiscal Year 2004-2006 60-68
- 2) Items to be Presented to the Board:
- a) Request Approval of Nursing Home Rate Increase to \$119.00 per day Effective January 1, 2005 and Maintain the Daily Rate for the Medicare Certified Section At \$150.00 per day effective January 1, 2005—Nursing Home
 - b) Request Approval of a Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0107—Health Dept.
 - c) Request Approval of a Resolution Amending the Fiscal Year 2005 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2005 McLean County Combined Appropriation and Budget Ordinance for Fund 0107—Health Department
 - d) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance—County Recorder's Document Storage Fund, 0137—County Recorder's Office 0006 (TO BE CONSIDERED AT STAND-UP MEETING)

- e) Request Approval of Resolution Amending the Fiscal Year 2004 Full-Time Equivalent Positions Resolution—County Recorder's Office 0006 (TO BE CONSIDERED AT STAND-UP MEETING)
- f) Request Approval of Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance—County Recorder's Document Storage Fund, 0137—County Recorder's Office 0006 (TO BE CONSIDERED AT STAND-UP MEETING)
- g) Request Approval of Resolution Amending the Fiscal Year 2005 Full-Time Equivalent Positions Resolution—County Recorder's Office 0006 (TO BE CONSIDERED AT STAND-UP MEETING)
- h) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement for use of Private Vehicles for County Business
- i) General Report
- j) Other

G. Report of the County Administrator

- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request Approval to
Lease Copiers from
Watts Copy Service**

December 1, 2004

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

Information Services, in coordination with the County Administrator's Office, issued an RFP for the leasing of digital copier/printers in order to provide the County with a standard digital copy/print device. Two classes of devices were requested, one capable of 35-45 pages per minute (ppm) and the other capable of 65-75 ppm. The initial intended recipients are listed below. The County has requested the option to acquire similar machines at equivalent or better terms for additional departments should the need arise.

Departments planned to receive an initial total of seven 35 page per minute machines include Information Services, the County Clerk, Juvenile Court Services, the Juvenile Detention Center, the Jail, the Supervisor of Assessments and Child Support Enforcement.

Departments planned to receive an initial total of seven 65 page per minute machines include Adult Court Services, the Circuit Clerk (2), County Administration, the Sheriff's Office and the State's Attorney's office (2).

The County received proposals from seven vendors. The pricing for these proposals is attached. A review was conducted of both classes of machines manufactured by Sharp, Minolta and Toshiba. The recommendation is for a 5 year lease of the Sharp machines proposed by Watts Copy Service.

The Sharp machine not only incurs the lowest overall cost, but in our estimation also provides the most favorable network interface and scanning capabilities. References have been checked. Outstanding feedback regarding the services provided by Watts Copy Service has been received.

Sufficient monies are budgeted within the Fiscal Year 2005 budgets of the identified departments to support a recommendation of the 5 year lease proposal offered by Watts Copy Service for Sharp copiers. A copy of the proposed lease is attached. Information Services therefore respectfully requests approval of the 5 year leasing proposal submitted by Watts Copy Service.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

Class 1 By Cost
35 Page Per Minute Machine

Company	Model	Pur Method	Lease/Mon	Type	Ext Lease	Per Copy Cost (Support/Maint)	Copy Cost, Assuming 5k copies/36 months	Total for 3 Yrs
Watts	Sharp AR-M450N	36	\$170.00		\$6,120.00	\$0.00650	\$1,170.00	\$7,290.00
CDS	Minolta Di 3510	36	\$169.00		\$6,084.00	\$0.00700	\$1,260.00	\$7,344.00
Cap Biz Sys	Toshiba eStudio 350	36	\$186.89	fmv*	\$6,728.04	\$0.00750	\$1,350.00	\$8,078.04
Danka	Toshiba eStudio 350	36	\$215.00	fmv	\$7,740.00	\$0.00610	\$1,098.00	\$8,838.00
Danka	Toshiba eStudio 350	36	\$237.00		\$8,532.00	\$0.00610	\$1,098.00	\$9,630.00
RK Dixon	Lanier LD135	36	\$241.93		\$8,709.48	\$0.01042	\$1,875.60	\$10,585.08
IKON	Ricoh Aficio 2035eS/P	36	\$261.00	fmv	\$9,396.00	\$0.00797	\$1,434.60	\$10,830.60
IKON	Ricoh Aficio 2035eS/P	36	\$281.00		\$10,116.00	\$0.00797	\$1,434.60	\$11,550.60
								Total for 5 Years
Watts	Sharp AR-M450N	60	\$115.00		\$6,900.00	\$0.00650	\$1,170.00	\$8,850.00
CDS	Minolta Di 3510	60	\$118.00		\$7,080.00	\$0.00700	\$1,260.00	\$9,180.00
Danka	Toshiba eStudio 350	60	\$153.00		\$9,180.00	\$0.00610	\$1,098.00	\$11,010.00
Danka	Toshiba eStudio 350	60	\$155.00	fmv	\$9,300.00	\$0.00610	\$1,098.00	\$11,130.00
Cap Biz Sys	Toshiba eStudio 350	60	\$156.76		\$9,405.60	\$0.00750	\$1,350.00	\$11,655.60
RK Dixon	Lanier LD135	60	\$154.32		\$9,259.20	\$0.01042	\$1,875.60	\$12,385.20
IKON	Ricoh Aficio 2035eS/P	60	\$181.00	fmv	\$10,860.00	\$0.00846	\$1,522.80	\$13,398.00
IKON	Ricoh Aficio 2035eS/P	60	\$188.00		\$11,280.00	\$0.00846	\$1,522.80	\$13,818.00
Paxtons	Canon IR 5020i	60	\$246.57		\$14,794.20	\$0.00671	\$1,207.80	\$16,807.20
								Total for 3 Yrs
Watts	Sharp AR-M450N	Purchase			\$5,495	\$0.00650	\$1,170.00	\$6,665.00
CDS	Minolta Di 3510	Purchase			\$5,942	\$0.00700	\$1,260.00	\$7,202.00
Cap Biz Sys	Toshiba eStudio 350	Purchase			\$6,728	\$0.00750	\$1,350.00	\$8,078.00
Danka	Toshiba eStudio 350	Purchase			\$7,551	\$0.00610	\$1,098.00	\$8,649.00
IKON	Ricoh Aficio 2035eS/P	Purchase			\$8,240	\$0.00797	\$1,434.60	\$9,674.60
RK Dixon	Lanier LD135	Purchase			\$8,038	\$0.01042	\$1,875.60	\$9,913.23
Paxtons	Canon IR 5020i	Purchase			\$12,510	\$0.00671	\$1,207.80	\$13,717.80
	*fmv are understated as the figures do not include the fmv residual							

Class 2 By Cost
70 PPM Machine

Company	Model	Pur Method	Lease/Mon	Type	Ext Lease	Per Copy Cost (Support/Maintenance)	Copy Cost, Assuming 20k copies/36 months	Total 3 yr
Watts	Sharp AR-M620N	36	\$315.00		\$11,340.00	\$0.00550	\$3,960.00	\$15,300.00
CDS	Minolta Di 7210	36	\$369.00		\$13,284.00	\$0.00500	\$3,600.00	\$16,884.00
Cap Biz Sys	Toshiba eStudio 650	36	\$336.33	fmv*	\$12,107.88	\$0.00750	\$5,400.00	\$17,507.88
Danka	Toshiba eStudio 650	36	\$404.00	fmv	\$14,544.00	\$0.00610	\$4,392.00	\$18,936.00
IKON	Ricoh Aficio 1060	36	\$427.00	fmv	\$15,372.00	\$0.00531	\$3,823.20	\$19,195.20
Danka	Toshiba eStudio 650	36	\$445.00		\$16,020.00	\$0.00610	\$4,392.00	\$20,412.00
IKON	Ricoh Aficio 1060	36	\$461.00		\$16,596.00	\$0.00531	\$3,823.20	\$20,419.20
IKON	Ricoh Aficio 1075	36	\$488.00	fmv	\$17,568.00	\$0.00518	\$3,729.60	\$21,297.60
RK Dixon	Lanier LD075	36	\$505.75		\$18,207.00	\$0.00449	\$3,232.80	\$21,439.80
IKON	Ricoh Aficio 1075	36	\$526.00		\$18,936.00	\$0.00518	\$3,729.60	\$22,665.60
								Total for 5 Years
Watts	Sharp AR-M620N	60	\$195.00		\$11,700.00	\$0.00550	\$3,960.00	\$18,300.00
CDS	Minolta Di 7210	60	\$259.00		\$15,540.00	\$0.00500	\$3,600.00	\$21,540.00
Danka	Toshiba eStudio 650	60	\$287.00		\$17,220.00	\$0.00610	\$4,392.00	\$24,540.00
Danka	Toshiba eStudio 650	60	\$290.00	fmv	\$17,400.00	\$0.00610	\$4,392.00	\$24,720.00
IKON	Ricoh Aficio 1060	60	\$296.00	fmv	\$17,760.00	\$0.00564	\$4,060.80	\$24,528.00
Cap Biz Sys	Toshiba eStudio 650	60	\$282.12		\$16,927.20	\$0.00750	\$5,400.00	\$25,927.20
IKON	Ricoh Aficio 1060	60	\$307.00		\$18,420.00	\$0.00564	\$4,060.80	\$25,188.00
RK Dixon	Lanier LD075	60	\$322.60		\$19,356.00	\$0.00449	\$3,232.80	\$24,744.00
IKON	Ricoh Aficio 1075	60	\$338.00	fmv	\$20,280.00	\$0.00550	\$3,960.00	\$26,880.00
IKON	Ricoh Aficio 1075	60	\$351.00		\$21,060.00	\$0.00550	\$3,960.00	\$27,660.00
Paxtons	Canon IR 7200	60	\$381.39		\$22,883.40	\$0.00671	\$4,831.20	\$30,935.40
								Total for 3 Yrs
Watts	Sharp AR-M620N	Purchase			\$10,995	\$0.00550	\$3,960.00	\$14,955.00
CDS	Minolta Di 3510	Purchase			\$13,036	\$0.00500	\$3,600.00	\$16,636.00
IKON	Ricoh Aficio 1060	Purchase			\$13,507	\$0.00531	\$3,823.20	\$17,330.20
Cap Biz Sys	Toshiba eStudio 650	Purchase			\$12,108	\$0.00750	\$5,400.00	\$17,508.00
IKON	Ricoh Aficio 1060	Purchase			\$13,507	\$0.00564	\$4,060.80	\$17,567.80
Danka	Toshiba eStudio 650	Purchase			\$14,195	\$0.00610	\$4,392.00	\$18,587.00
RK Dixon	Lanier LD075	Purchase			\$16,802	\$0.00449	\$3,232.80	\$20,035.16
IKON	Ricoh Aficio 1075	Purchase			\$15,421	\$0.00550	\$3,960.00	\$19,381.00
Paxtons	Canon IR 7200	Purchase			\$19,350	\$0.00671	\$4,831.20	\$24,181.20
	*fmv are understated as the figures do not include the fmv residual							



Watts
COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT LEASE AGREEMENT



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MCLEAN COUNTY INFORMATION SERVICES
115 E. WASHINGTON
BLOOMINGTON, IL 61702

CONTRACT/
ORDER NO.

DATE 11/23/04

TERMS: SEE REVERSE SIDE

CUSTOMER NO.	CUST. P.O. NO.	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE	
					90SA01 MARTIN/SC	
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
(7)	CLASS 1 COPIERS			SHARP AR-M450N DIGITAL IMAGERS ALL COPIES TO BE BILLED AT \$.0065 PER COPY	\$115.00 PER MONTH	EACH
(8)	CLASS 2 COPIERS			SHARP AR-M620N DIGITAL IMAGERS ALL COPIES TO BE BILLED AT \$.0055 PER COPY	\$195.00 PER MONTH	EACH

TERM AND PAYMENT SCHEDULE:

NUMBER OF MONTHS: 60 MONTHS

MONTHLY RENTAL PAYMENT:

CLASS 1	\$115.00 PER MACHINE
CLASS 2	\$195.00 PER MACHINE

ALL COPIES TO BE BILLED AT:

CLASS 1	\$.0065 PER COPY
CLASS 2	\$.0055 PER COPY

Unconditional Machine Guarantee: If your equipment cannot be repaired on your premises, a loaner machine will be provided to you at no charge until necessary repairs are completed.

Program includes all service, parts, labor, mileage, drums, fuser rollers, black toner, black developer and preventative maintenance.

Payments are due monthly, beginning 01/30/05 and continuing on the same day of each following month until fully paid.

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MCLEAN COUNTY INFO. SERVICES
115 E. WASHINGTON
BLOOMINGTON, IL 61702

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

_____/_____/_____
TITLE DATE

ACCEPTED - Watts Copy Systems

4
_____/_____/_____
TITLE DATE

COMMENTS

GENERAL TERMS: The following terms apply to both lease agreements and rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Lease/Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Lease/Rental cannot be terminated except as provided for in this Lease/Rental. You acknowledge receipt of a copy of this Lease/Rental.

This Lease/Rental is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument in order to show our interest in the equipment.

This lease/rental may not be terminated early.

1. **Collection Charges:** If any part of a payment is more than 10 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient funds or other reasons.
3. **Ownership of Equipment:** We are the owner of the equipment and have title to the equipment.
4. **Maintenance and Installation:** You are responsible for protecting the equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment is damaged or lost, you agree to continue to pay rental/lease payments.
5. **Location of Equipment:** You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. At the end of the Agreement's term, you will return the equipment to us.
6. **Insurance:** You agree to keep the equipment fully insured against loss until this Agreement is paid in full and to have us named as loss payee. You agree to provide us certificates or other evidence of insurance upon our request. If you do not provide us with acceptable evidence of insurance, we may, but will not be required to buy insurance for you and add a charge to your monthly payments which will include the premium cost.
7. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
8. **Default:** If you do not pay rent when due or if you break any of your promises in this Agreement, you will be in default. If you default, we can require that you pay the remaining balance of this Agreement and return the equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, including our travel costs to any deposition or court proceeding. If we have to take possession of the equipment, you agree to pay the cost of repossession. You agree that we will not be responsible to pay you any consequential or incidental damages for any default by us under this Agreement.
9. **Other Rights:** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.
10. **Liability:** We are not responsible for any losses or injuries caused by the installation or use of the equipment.
11. You authorize us to insert or correct missing or incorrect information on the Agreement. We will send you notice of such changes.
12. **Facsimile Signatures:** You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
13. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.

Guaranty

In the guaranty, "I" means the person making the guaranty, and "you" means Watts Copy Systems. I guarantee that the Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly. I also agree that you may make other arrangements with the Customer and I will still be responsible for those payments and other obligations. You do not have to notify me if the Customer is in default. If Customer defaults, I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of Customer under the lease/rental agreement. I will reimburse you for all the expenses you incur in enforcing any of your rights against the Customer or me, including attorney's fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation.

Dated _____, 20_____

Corporate Guaranty

 Name of corporation

 Signature

 Title

Personal Guaranty

 Guarantor's signature

 Type Name

 Address

The undersigned certifies that it has received and accepted all the equipment described in the Equipment Lease/Rental Agreement and that the equipment conforms with our requirements and it has been fully installed. There are no side agreements or cancellation clauses given outside the Equipment Lease/Rental Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Lease/Rental Agreement. I was not induced to sign this by any assurances of Watts Copy Systems, or anyone else.

Date _____

 Business Name

 Signature

 Title

(If corporation, give title. If owner or partner, state which.)



COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT LEASE AGREEMENT
NON APPROPRIATION



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MCLEAN COUNTY INFORMATION SERVICES
115 E. WASHINGTON
BLOOMINGTON, IL 61702

CONTRACT/
ORDER NO.

DATE 11/23/04

TERMS: SEE REVERSE SIDE

CUSTOMER NO.	CUST. P.O. NO.	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE	
					90SA01 MARTIN/SC	
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT

MCLEAN COUNTY INTENDS TO REMIT ALL LEASE AND OTHER PAYMENTS TO WATTS COPY SYSTEMS, INC. FOR THE FULL LEASE TERM IF FUNDS ARE LEGALLY AVAILABLE. IN THE EVENT MCLEAN COUNTY IS NOT GRANTED AN APPROPRIATION OF FUNDS AT ANY TIME DURING THE LEASE TERM, FOR THE EQUIPMENT SUBJECT TO THIS LEASE OR FOR EQUIPMENT WHICH IS FUNCTIONALLY SIMILAR TO THE EQUIPMENT AND OPERATING OR WITH WHICH PAYMENTS CAN BE MADE TO US, AND THE APPROPRIATION DID NOT RESULT FROM AN ACT OR OMISSION BY YOU, YOU SHALL HAVE THE RIGHT TO RETURN THE EQUIPMENT AND TERMINATE THE LEASE ON THE LAST DAY OF THE FISCAL PERIOD FOR WHICH APPROPRIATIONS WERE RECEIVED WITHOUT PENALTY OR EXPENSE TO YOU, EXCEPT AS TO THE PORTION OF LEASE FOR WHICH FUNDS SHALL HAVE BEEN APPROPRIATED AND BUDGETED. AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF YOUR FISCAL YEAR, COUNTY ADMINISTRATION SHALL CLARIFY IN WRITING THAT (A) FUNDS HAVE NOT BEEN APPROPRIATED FOR THE FISCAL PERIOD, (B) SUCH NON-APPROPRIATION DID NOT RESULT FROM ANY ACT OR FAILURE TO ACT BY YOU, AND (C) YOU HAVE EXHAUSTED ALL FUNDS LEGALLY AVAILABLE FOR THE PAYMENT OF LEASE. IF YOU TERMINATE THE LEASE BECAUSE OF NON-APPROPRIATION OF FUNDS, YOU MAY NOT PURCHASE, LEASE OR RENT, DURING SUCH FISCAL PERIOD, EQUIPMENT PERFORMING FUNCTIONS SIMILAR TO THOSE PERFORMED BY THE EQUIPMENT FOR THE DURATION OF THE FULL ORIGINAL TERM OF THE LEASE.

THIS LEASE WILL IN ALL RESPECTS BE INTERPERTED AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS RECORDING STATUTES. WATTS COPY SYSTEMS, INC. WILL AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN MCLEAN COUNTY, ILLINOIS.

B
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MCLEAN COUNTY INFO. SERVICES
115 E. WASHINGTON
BLOOMINGTON, IL 61702

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

TITLE DATE

ACCEPTED - Watts Copy Systems

6

TITLE DATE

COMMENTS

GENERAL TERMS: The following terms apply to both lease agreements and rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Lease/Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Lease/Rental cannot be terminated except as provided for in this Lease/Rental. You acknowledge receipt of a copy of this Lease/Rental.

This Lease/Rental is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

This lease/rental may not be terminated early.

1. **Collection Charges:** If any part of a payment is more than 10 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient funds or other reasons.
2. **Automatic Renewal:** This Agreement will automatically renew for successive 12 month terms after the expiration of the contract terms listed on the front of this Agreement.
3. **Ownership of Equipment:** We are the owner of the equipment and have title to the equipment.
4. **Maintenance and Installation:** You are responsible for protecting the equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment is damaged or lost, you agree to continue to pay rental/lease payments.
5. **Location of Equipment:** You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. At the end of the Agreement's term, you will return the equipment to us.
6. **Insurance:** You agree to keep the equipment fully insured against loss until this Agreement is paid in full and to have us named as loss payee. You agree to provide us certificates or other evidence of insurance upon our request. If you do not provide us with acceptable evidence of insurance, we may, but will not be required to buy insurance for you and add a charge to your monthly payments which will include the premium cost.
7. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
8. **Default:** If you do not pay rent when due or if you break any of your promises in this Agreement, you will be in default. If you default, we can require that you pay the remaining balance of this Agreement and return the equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, including our travel costs to any deposition or court proceeding. If we have to take possession of the equipment, you agree to pay the cost of repossession. You agree that we will not be responsible to pay you any consequential or incidental damages for any default by us under this Agreement.
9. **Other Rights:** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.
10. **Liability:** We are not responsible for any losses or injuries caused by the installation or use of the equipment.
11. You authorize us to insert or correct missing or incorrect information on the Agreement. We will send you notice of such changes.
12. **Facsimile Signatures:** You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
13. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.

Guaranty

In the guaranty, "I" means the person making the guaranty, and "you" means Watts Copy Systems. I guarantee that the Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly. I also agree that you may make other arrangements with the Customer and I will still be responsible for those payments and other obligations. You do not have to notify me if the Customer is in default. If Customer defaults, I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of Customer under the lease/rental agreement. I will reimburse you for all the expenses you incur in enforcing any of your rights against the Customer or me, including attorney's fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation.

Dated _____, 20____

Corporate Guaranty

 Name of corporation

 Signature

 Title

Personal Guaranty

 Guarantor's signature

 Type Name

 Address

The undersigned certifies that it has received and accepted all the equipment described in the Equipment Lease/Rental Agreement and that the equipment conforms with our requirements and it has been fully installed. There are no side agreements or cancellation clauses given outside the Equipment Lease/Rental Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Lease/Rental Agreement. I was not induced to sign this by any assurances of Watts Copy Systems, or anyone else.

Date _____

 Business Name

 Signature

 Title
 (If corporation, give title. If owner or partner, state which.)

OFFICIAL BOND AND OATH



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, REBECCA MCNEIL of _____
1809 TRUMAN DR. NORMAL, IL 61761
as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly
bound unto COUNTY OF MCLEAN
in the penal sum of FIVE HUNDRED THOUSAND AND NO CENTS Dollars
(\$ 500,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our
heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seats, and dated this 17TH day of NOVEMBER, 2004.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed
to the office of COUNTY COLLECTOR
_____ for a term of TWO YEARS
beginning on DECEMBER 1, 2004 and ending on
DECEMBER 1, 2006

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such
official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute,
all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to
remain in full force and effect.



Rebecca C. McNeil
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By Susan M. Waggoner
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 18 day of Nov, 2004.

[Signature]

OATH OF OFFICE

STATE OF Illinois

SS

COUNTY OF McLean

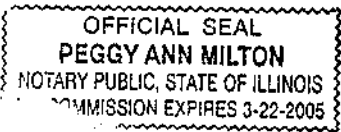
REBECCA C. McNEIL being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of Illinois
and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which
he/she has been appointed while he/she shall hold said office.

Rebecca C. McNeil
Signature of Principal

Sworn to by said REBECCA C. McNEIL
Principal (print name)

before me, and subscribed in my presence this 18th



_____ day of
November A.D. 2004

Peggy Ann Milton
Notary Public

3-22-05
Commission Date

Notary Seal

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Mary Allen, Ceola Campbell, Pamela Chancellor, Leon C. Cook, Teresa L. Fewkes, Julie Freed, John Gibson, Christine M. Goben, Christy Herald, John R. Horton, Cynthia Johnson, Susan K. Johnson, Mary K. Kerfoot, Julia Klinzing, Connie S. Knox, G.F. Krawcyk, Christine Macdonnell, Lori McDowell, Melissa L. Morris, Donna K. O'Crowly, Michael D. O'Donnell, James Pfatt, Vicki Redman, Linda Rieck, Suzanne M. Robertson, Lucinda K. Samford, Alice Schuler, Mary Sieg, Trudy Spence, Heidi Stevens, Cindy R. Swick, Diana Tarter, Perry Tracy, Susan M. Wagoner, Diana L. Watt, Karen Weber, of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount -

This appointment is made under and by the authority of a resolution, which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 24th day of July, 1974, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Executive Vice-President or a Vice-President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Executive Vice-President or any Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, Vice-President or Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Vice-President, and its Corporate Seal to be affixed this 14th day of September, 2004.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2007, UNLESS SOONER REVOKED AS PROVIDED.

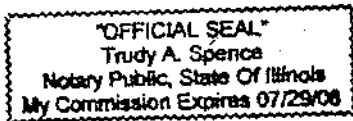


STATE FARM FIRE AND CASUALTY COMPANY

By: William K. King
Vice President

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 14th day of September 2004, before me personally came William K. King to me known, who being duly sworn, did depose and say that he is Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Trudy A. Spence
Notary Public
My commission expires July 29, 2008

CERTIFICATE

I, the undersigned Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 17th day of November, 2004.



[Signature]
Vice-President

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
FB6-9043A.35
(11/04)

Printed in U.S.A.

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2005

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2002) Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2005:

Tuesday	January 18, 2005	9:00 a.m.
Tuesday	February 15, 2005	9:00 a.m.
Tuesday	March 15, 2005	9:00 a.m.
Tuesday	April 19, 2005	9:00 a.m.
Tuesday	May 17, 2005	9:00 a.m.
Tuesday	June 21, 2005	9:00 a.m.
Tuesday	July 26, 2005	9:00 a.m.
Tuesday	August 16, 2005	9:00 a.m.
Tuesday	September 20, 2005	9:00 a.m.
Tuesday	October 18, 2005	9:00 a.m.
Tuesday	November 15, 2005	9:00 a.m.
Tuesday	December 20, 2005	9:00 a.m.

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES FOR THE YEAR 2005

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2005 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2004 shall be as follows:

New Year's Day	Friday	December 31, 2004 (Observed)
Martin Luther King Day	Monday	January 17, 2005
President's Day	Monday	February 21, 2005
Memorial Day	Monday	May 30, 2005
Independence Day	Monday	July 4, 2005
Labor Day	Monday	September 5, 2005
Veteran's Day	Friday	November 11, 2005
Thanksgiving Day	Thursday	November 24, 2005
Day after Thanksgiving	Friday	November 25, 2005
Christmas Day	Monday	December 26, 2005 (Observed)

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the Administrator's Office, Switchboard/Receptionist Desk at the Law and Justice Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building and at the Public Library of Bloomington and Public Library of Normal.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2005 is hereby repealed effective December 31, 2004.

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:\ord\holidays_2005rd



OFFICE OF THE ADMINISTRATOR

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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

December 9, 2004

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

From: John M. Zeunik, County Administrator
Eric T. Ruud, Chief Civil Assistant State's Attorney

Re: Review of Executive Session Minutes

Pursuant to the request of the Board Chairman, we have reviewed the *Executive Session Minutes* of the various Oversight Committees and the County Board. After reviewing the *Executive Session* minutes, we respectfully recommend that the *Executive Session* minutes of certain Board meetings and Oversight Committee meetings on the attached listing be OPEN at this time. All other *Executive Session* minutes of certain Board meetings and Oversight Committee meetings on the attached listing remain CLOSED at this time.

Should you have any questions about this recommendation, please call either John Zeunik or Eric Ruud at 888-5110.

Thank you.

OPEN\CLOSED MINUTES REVIEW

Updated: December 2004

Date	Board/Committee	Matter Discussed	Recommendation
02/10/82	Transportation	Personnel	Closed
05/05/82	Lawsuit Steering	Pending Litigation	Closed
05/27/82	Lawsuit Steering	Pending Litigation	Closed
11/04/82	Finance	Personnel	Closed
11/04/82	Health Services	Personnel	Closed
11/09/82	Advisory	Personnel	Closed
02/15/83	Executive	Imminent Litigation	Closed
03/08/83	Executive	Pending\Imminent Litigation	Closed
09/01/83	Property/Environment	Personnel	Closed
02/21/84	County Board	Board Vacancy	Closed
04/16/85	County Board	Personnel	Closed
05/21/85	County Board	Personnel	Closed
07/16/85	County Board	Personnel	Closed
01/12/87	Health	Personnel	Closed
01/20/87	County Board	Personnel	Closed
07/13/87	Justice	Personnel	Closed
07/21/87	County Board	Personnel	Closed
08/17/87	Ad Hoc	Personnel	Closed
12/01/87	Finance	Personnel	Closed
05/10/88	Executive	Pending Litigation	Closed
11/03/88	County Board	Pending Litigation	Closed
10/17/89	Finance	Pending Litigation	Closed
07/03/90	Finance	Personnel & Pending Litigation	Closed
08/07/90	Finance	Personnel	Closed
10/02/90	Finance	Personnel/Pending Litigation	Closed
02/05/91	Finance	Personnel/Pending Litigation	Closed
05/02/91	Land Use	Pending Litigation	Closed
08/20/91	County Board	Personnel	Closed
10/07/91	Justice	Personnel	Closed
08/18/92	County Board	Pending Litigation	Closed
09/15/92	County Board	Pending Litigation	Closed
10/06/92	Finance	Pending Litigation	Closed
11/04/92	Finance	Pending Litigation	Closed
11/05/92	Property	Personnel	Closed
11/17/92	County Board	Personnel	Closed
12/01/92	Finance	Personnel	Closed
04/08/93	Property	Land Purchase	Closed
05/04/93	Finance	Pending Litigation	Closed
06/15/93	County Board	Pending Litigation & Personnel	Closed
12/21/93	Finance	Pending Litigation & Personnel	Closed
04/05/94	Finance	Pending Litigation & Personnel	Closed
06/07/94	Transportation	Personnel	Closed
06/14/94	Executive	Personnel	Closed
01/16/96	County Board	Personnel	Closed
01/16/96	Finance	Personnel	Closed
09/03/96	Finance	Personnel	Closed

10/15/96	County Board	Personnel	Closed
01/02/97	Property	Sale of Real Estate	Closed
01/21/97	Finance	Personnel	Closed
01/21/97	County Board	Personnel	Closed
02/06/97	Property	Sale of Real Estate	Closed
03/04/97	Finance	Collective Bargaining	Closed
04/01/97	Finance	Personnel	Closed
04/01/97	Finance	Personnel	Closed
05/06/97	Finance	Collective Bargaining\Personnel	Closed
05/08/97	Property	Sale of Real Estate	Closed
06/03/97	Finance	Collective Bargaining\Personnel	Closed
07/01/97	Finance	Personnel	Closed
08/05/97	Finance	Personnel	Closed
10/22/97	Finance	Personnel	Closed
04/02/98	Land Use	Personnel	Closed
04/07/98	Finance	Personnel	Closed
05/07/98	Land Use	Personnel	Closed
06/02/98	Finance	Pending Litigation	Closed
06/04/98	Land Use	Personnel	Closed
08/04/98	Finance	Collective Bargaining	Closed
08/06/98	Property	Personnel	Closed
09/03/98	Property	Personnel	Closed
10/01/98	Property	Personnel	Closed
10/06/98	Finance	Personnel	Closed
11/04/98	Finance	Personnel	Closed
11/09/98	Property	Personnel	Closed
11/17/98	County Board	Personnel	Closed
12/03/98	Property	Personnel	Closed
12/15/98	Finance	Collective Bargaining	Closed
01/05/99	Finance	Collective Bargaining	Closed
03/02/99	Finance	Collective Bargaining	Closed
05/06/99	Property	Sale of Real Estate	Closed
05/18/99	Finance	Collective Bargaining	Closed
06/01/99	Finance	Collective Bargaining	Closed
07/06/99	Finance	Collective Bargaining	Closed
10/05/99	Transportation	Collective Bargaining	Closed
10/05/99	Finance	Collective Bargaining	Closed
11/02/99	Finance	Collective Bargaining	Closed
12/07/99	Finance	Collective Bargaining	Closed
01/04/00	Finance	Collective Bargaining	Closed
04/18/00	Finance	Collective Bargaining	Closed
04/18/00	County Board	Pending Litigation	Closed
05/02/00	Finance	Collective Bargaining\Personnel	Closed
11/07/00	Finance	Collective Bargaining\Personnel	Closed
12/05/00	Transportation	Personnel	Closed
01/02/01	Finance	Collective Bargaining	Closed
01/16/01	Finance	Collective Bargaining	Closed
02/06/01	Finance	Collective Bargaining	Closed
03/06/01	Finance	Collective Bargaining\Personnel	Closed
04/03/01	Finance	Pending Lit./Collective Bargaining	Closed

05/01/01	Transportation	Acquisition of Real Estate	Closed
05/01/01	Finance	Personnel/Collective Bargaining	Closed
05/03/01	Property	Acquisition of Real Estate	Closed
05/07/01	Justice	Personnel	Closed
06/05/01	Transportation	Acquisition of Real Estate	Closed
06/07/01	Property	Acquisition of Real Estate	Closed
06/12/01	Executive	Personnel	Closed
09/04/01	Finance	Collective Bargaining	Closed
10/02/01	Finance	Collective Bargaining	Closed
12/04/01	Finance	Personnel	Closed
12/04/01	Transportation	Personnel	Closed
03/01/02	Finance	Collective Bargaining	Closed
04/02/02	Transportation	Purchase of Real Estate	Closed
04/02/02	Finance	Immient Litigation/Collect. Barg.	Closed
05/07/02	Transportation	Collective Bargaining/Pur. Real Est.	Closed
05/07/02	Finance	Collective Bargaining	Open
06/04/02	Transportation	Lease of Real Estate	Closed
06/11/02	Executive	Personnel	Closed
07/09/02	Transportation	Purchase of Real Estate	Open
07/11/02	Property	Purchase of RE/Personnel	Closed
08/06/02	Finance	Personnel	Open
08/20/02	Finance	Personnel	Open
12/03/02	Finance	Personnel	Open
12/09/02	Justice	Personnel	Open
12/10/02	Transportation	Personnel	Closed
01/06/03	Finance	Collective Bargaining	Closed
01/06/03	Finance	Personnel	Closed
01/06/03	Justice	Personnel	Closed
01/07/03	Transportation	Purchase of Real Estate	Open
04/01/03	Finance	Personnel	Closed
05/06/03	Finance	Personnel	Closed
06/03/03	Finance	Collective Bargaining	Closed
06/03/03	Finance	Personnel	Closed
06/10/03	Executive	Personnel	Closed
08/05/03	Finance	Collective Bargaining	Closed
08/07/03	Property	Sale of Real Estate	Closed
09/02/03	Finance	Collective Bargaining	Closed
09/16/03	Finance	Collective Bargaining	Closed
10/09/03	Finance	Pers./Pend. Litig./Coll. Barg.	Closed
11/04/03	Finance	Collective Bargaining	Closed
11/17/03	Finance	Collective Bargaining	Closed
12/02/03	Transportation	Personnel	Closed
12/02/03	Finance	Collective Bargaining	Closed
01/06/04	Finance	Personnel/Collective Bargaining	Closed
02/03/04	Finance	Collective Bargaining	Closed
03/02/04	Finance	Collective Bargaining	Closed
03/16/04	Finance	Personnel	Closed
06/08/04	Executive	Personnel	Closed
10/15/04	Finance	Collective Bargaining	Closed
11/05/04	Finance	Collective Bargaining	Closed



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report
December 9, 2004**

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

Following is a brief summary of issues addressed by Information Services since my last report in November.

General Administration:

Conducted Copier/printer bid. -- Evaluated the copiers.

(Evaluating with Mr. Lindberg of County Administration.)

Reviewed data mapping progress of Integrity Solutions.

Website update for Recorder's office.

Review of end of year budget.

Ordered additional workstations for Veterans Association and Nursing Home.

Hardware/Network

Windows 2003 Conversion:

Converting Circuit Clerk.

Programming/Database/Web

Provided on-site support to Tazewell County.

Working with Devnet on Property Tax data

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Services



COURT SERVICES

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

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

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

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RK*

CC: Honorable Chief Judge John P. Freese
Dave Goldberg

Date: November 22, 2004

RE: Juvenile Detention Bed Space Contract with Livingston County

I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 400 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. If Livingston County exceeds 400 days in 2005 they will pay for each additional admission at the rate of \$90 per day.

This contract has been reviewed and approved by the McLean County States Attorney's office.

The Livingston County board will be not meet on this issue until December 7, 2005 to give final approval to this contract.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

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

I. PURPOSE

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

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

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

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

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

II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

III. TERMS

Four hundred (400) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

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

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$32,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one

detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2005).

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the

receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

notice shall be sent to:

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

Michael Shaughnessy
Director/Chief Probation Officer
119 ½ North Mill Street
P.O. Box 405
Pontiac, Illinois 61764-0405

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date

INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Nineteen Thousand Thirty Four Dollars (\$19,034.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,586.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Judy Markowitz, Mayor
City of Bloomington

Date: _____

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

APPROVED:

Michael Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

(2)

5. The Town will pay the County at an annual rate of Nineteen Thousand Thirty Four Dollars (\$19,034.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,586.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

Kent Karraker, Mayor
Town of Normal

Michael Sweeney, Chairman of
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Wendellyn Briggs, Town Clerk of the
Town of Normal

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

Date: _____

Kent Crutcher, Chief of Police
Town of Normal

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. ISU Police shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Twenty Dollars (\$948.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
for Finance and Planning

Date: _____

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

Renee Smith Byas, General Counsel
Illinois State University

Date: _____

APPROVED AS TO FORM:

Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES**

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.

B. ROE will furnish all textbooks, reference books, and instructional materials for such program.

C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.

D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
905 N. Main St. Suite # 2
Normal, Il. 61761
309-888-9884

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2005, through December 31, 2005.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2005, and
- B. \$7,700.00 no later than July 1, 2005.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois



McLean County

EMERGENCY SERVICES & DISASTER AGENCY

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: John Zeunik, Administrator
McLean County

FROM: Curt Hawk *Curt*

DATE: November 24, 2004

SUBJECT: HEMP Grant

Enclosed you will find the Federal Fiscal Year Grant Agreement for the Hazardous Materials Emergency Preparedness (HEMP) Planning Grant Program.

I will plan to present this to the Justice Committee on December 6, 2004 for their approval and recommendation.

Upon Board approval, please have the last page signed by Mr. Sweeney.

Please feel free to call me if you have any questions.

Illinois Emergency Management Agency (IEMA)
Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program
FFY'05 Grant Agreement – October 1, 2004 through September 30, 2005

This Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program **Grant Agreement** is made and entered by and between the Illinois Emergency Management Agency (IEMA), 1035 Outer Park Drive, Springfield, Illinois 62704, hereinafter called the *Grantor*, and *McLean County*, hereinafter called the *Subgrantee*.

1. HMEP Planning Grant Program Objective:

To develop, implement, and improve hazardous chemical emergency plans under the federal and state Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 et seq., 430 ILCS 100/1 et seq. HMEP Planning grants, administered by the Illinois Emergency Management Agency, are subgranted to local governments to assist them in supporting Local Emergency Planning Committees (LEPCs) for the following activities:

1. Enhancing hazardous chemical emergency plans;
2. Determining flow patterns of hazardous materials;
3. Conducting emergency response drills and exercises of the hazardous chemical emergency plans;
4. Assessing local response capabilities;
5. Hazard analysis; and,
6. Community awareness and public education

IEMA's "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document provides additional eligible expenses criteria for the HMEP Planning Grant Program.

2. Obligation Amount:

The *Grantor* will estimate payment to the *Subgrantee* for the above referenced eligible expenses following approval of the HMEP Grants allocation to the State of Illinois by the United States Department of Transportation (USDOT). The total grant reimbursements payable under this Agreement during the period of this grant agreement, October 1, 2004 through September 30, 2005, shall not exceed the sum of \$ 6,450.00.

3. Required Documentation:

The *Subgrantee* shall submit reimbursement requests according to the program guidance document, "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants". Requests shall include detailed information as to the services received and any expenses billed shall be itemized in accordance with applicable Federal and State regulations.

Subgrantees not meeting program requirements as outlined in Section 5 of this **HMEP Planning Grant Agreement** will be considered ineligible for HMEP funds until requirements are met.

4. Term:

The term of this **HMEP Planning Grant Agreement** shall be for the period between October 1, 2004 and September 30, 2005.

5. Certification:

The *Subgrantee* certifies that it will comply with all HMEP Planning Grant Program requirements in accordance with the Illinois Emergency Management Agency Act, and applicable Federal and State regulations, including the Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 et seq., 430 ILCS 100/1 et seq.

The *Subgrantee* certifies that it will cause to be submitted to the IEMA Regional Office the appropriate forms for the reimbursement of eligible expenses and appropriate documentation detailing expenditures (if IEMA deems necessary) per program guidance as described in the "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document, and as directed by the *Grantor* upon final approval and acceptance of an HMEP Planning Grant award.

6. Restriction on Lobbying/Political Activity:

The *Subgrantee* certifies that it will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or part with Federal funds.

7. Debarment:

The *Subgrantee* certifies that it will not enter into a contract with a contractor who is on any Federal or State debarred contractors list.

8. Non-expendable Personal Property:

The *Subgrantee* agrees to maintain property records in accordance with applicable State and Federal requirements and OMB Circulars A-128 and A-133.

9. Conflict of Interest:

The *Subgrantee* assures that no official or employee of the *Subgrantee* who is authorized in the *Subgrantee's* official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

10. State of Illinois Laws and Regulations / Applicable Federal Laws and Regulations:

This Grant Agreement shall be governed by the laws and regulations of the Grantor promulgated under the authority of the State of Illinois in a manner consistent with applicable Federal laws and regulations including, but not limited to:

- all Federal statutes relating to nondiscrimination
- provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

Moreover, the *Subgrantee* assures that it will comply with all applicable State of Illinois laws, executive orders, regulations and policies governing this program, in a manner consistent with applicable Federal laws and regulations.

11. Audit:

The *Subgrantee* certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, applicable Federal regulations and OMB Circulars A-128 and A-133. The Catalog of Federal Domestic Assistance (CFDA) number for the HMEP Planning Grant program is 20.703 - Interagency Hazardous Materials Public Sector Training and Planning Grants.

The *Subgrantee* shall be responsible for timely action in resolving any audit findings and/or questioned costs. In the event that questioned costs are ultimately deemed disallowed, as determined by IEMA, the *Subgrantee* shall be responsible for repayment of such costs.

12. Termination:

This HMEP Planning Grant Agreement may be terminated or modified by the *Grantor* upon failure of the *Subgrantee* to comply with the terms of this Agreement and/or failure of the Subgrantee to meet eligibility and program participation requirements. A termination or modification of this Agreement due to a breach of the *Subgrantee* may affect the future award of HMEP Planning funds. All advanced funds remaining at the end of this Agreement term shall be returned to *Grantor* within 45 days.

13. Funds Allocation:

The HMEP Planning Program fund allocation to the *Subgrantee* is subject to modification during the term of this Agreement. The obligations of the *Grantor* will cease immediately without penalty or further compensation being required if at any time during this Agreement the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

14. Record Retention:

The *Subgrantee* shall maintain, for a minimum of 3 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the *Subgrantee* agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

15. Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et.seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no Subgrantee shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Subgrantee has certified to the State that the Subgrantee will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

The *Subgrantee* certifies and agrees that it will provide a drug free workplace by:

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

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

16. Federal Employer Identification Number (FEIN) for Subgrantee:

The Federal Employer Identification Number (FEIN) for the Subgrantee is _____, and the Subgrantee is doing business as a governmental entity.
(FEIN)

IN WITNESS WHEREOF, the parties hereto have caused this HMEP Planning Grant Agreement to be executed by their duly authorized representatives.

SUBGRANTEE: McLean County

BY: _____
Signature

DATE: _____

PRINTED NAME AND TITLE: _____

OFFICE ADDRESS FOR SUBGRANTEE: _____

CITY, STATE, ZIP: _____

GRANTOR: ILLINOIS EMERGENCY MANAGEMENT AGENCY

BY: _____
William C. Burke, Director

DATE: _____

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department received a donation from a private source in the amount of \$1,000.00, to be spent for the betterment of ESDA without restriction; and,

WHEREAS, the Justice Committee, on Monday, December 6, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the expenditure of the donated funds for purchase of safety vests, identification badges and a public address speaker unit; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
ESDA Unclassified Revenue 0001-0047-0052-0410.0035	\$ 0.00	\$ 1,000.00	\$ 1,000.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

ESDA Operational Supplies 0001-0047-0052-0621.0001	\$ 900.00	\$ 1,000.00	\$ 1,900.00
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3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

**RESOLUTION OF THE McLEAN COUNTY BOARD
RECOMMENDING THAT 75% OF THE ANTICIPATED ADDITIONAL REVENUES
TO BE RECEIVED FROM THE APPROVED HOST FEE AGREEMENT
BE DESIGNATED TO FUND ALTERNATIVES TO JAIL INCARCERATION PROGRAMS
INCLUDING AN ELECTRONIC MONITORING PROGRAM**

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and,

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and,

WHEREAS, the Justice Committee has carefully reviewed and studied various alternatives to jail incarceration programs in the McLean County Adult Detention Center; and,

WHEREAS, the Justice Committee has been assured by the Chief Judge of the Eleventh Judicial Circuit Court that the Circuit Court will use alternative to jail incarceration programs; and,

WHEREAS, the Justice Committee, at its regular meeting on December 6, 2004, recommended that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund alternatives to jail incarceration programs, including an electronic monitoring program; and,

WHEREAS, the Justice Committee recognizes that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, will not be received by the County unless and until the pending application for expansion of the existing landfill is reviewed and approved by the County Board and the Illinois Environmental Protection Agency; and,

WHEREAS, the Justice Committee, at its regular meeting on December 6, 2004, recommended to the Executive Committee that the Board enact and incorporate in the Board's Budget Policy for fiscal year 2005 and fiscal year 2006, that 75% of the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund alternatives to jail incarceration programs, including an electronic monitoring program; now, therefore,

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

- (1) That the County Board does hereby enact and incorporate in the Board's Budget Policy for fiscal year 2005 and fiscal year 2006, that 75% of the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund alternatives to jail incarceration programs, including an electronic monitoring program
- (2) That the County Clerk shall forward a certified copy of this Resolution to the Chief Judge of the Eleventh Circuit Court, the State's Attorney, the Public Defender, the Director of Court Services, the McLean County Sheriff, the County Treasurer and the County Administrator.

(2)

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 11/29/04

RE: Watercraft Lease Agreement with Illinois State University

The Department of Parks and Recreation is recommending a continuation of the watercraft lease agreement which has been in place with Illinois State University the last nine years. This lease agreement is identical to the agreement approved by the County Board for 2004. The Agreement has previously been reviewed by the McLean County Department of Parks and Recreation, County Risk Management, and State's Attorney's Office staff.

This lease agreement provides for County Parks and Recreation Department use of University owned watercraft in operation of the Evergreen Lake Boat Rental Facility. In doing so, the County has been able to sustain and improve upon watercraft rental service to the public and begin a process of watercraft replacement over a period of years, without a substantial initial capital investment. A lease fee is paid to Illinois State University equaling 17% of gross receipts from rental of University watercraft.

In 2004, the boat rental generated gross income of \$16,134 with direct labor cost of \$ 2,884 for weekend attendants, an estimated maintenance and operational supplies cost of \$950.00, and a lease payment to Illinois State University of \$781.25(canoes & sailboat rental), leaving a net direct operational revenue of \$ 11,518. Boat rental transactions are accomplished on weekdays from 8 am- 6pm by departmental staff at the Visitor Center and Swimming Beach.

I respectfully request that the Property Committee recommend approval of the Watercraft Lease Agreement with Illinois State University to be effective upon approval for the term from January 1, 2005 and expiring December 31, 2005.

LEASE AGREEMENT

This Lease Agreement entered into the 21st day December, 2004 by and between Illinois State University, hereafter referred to as the "University", and the McLean County Board, a body politic, hereafter known as the "County" for and on behalf of the McLean County Department of Parks & Recreation hereafter known as the "Department".

I. Subject of Agreement

The University hereby agrees to Lease watercraft and related equipment to the County of McLean, Illinois to be used for the operation of a boat rental facility at COMLARA County Park in rural Hudson, Illinois.

II. Terms of Lease

This Lease Agreement shall commence on January 01, 2005 and shall expire on December 31, 2005.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

The University will provide watercraft necessary for operation of the boat rental facilities, to include a minimum of twenty one (21) 17 foot aluminum canoes, and two(2) sunfish sailboats (see attachment A).

B. EQUIPMENT

Equipment leased by the University to the County will include a public address system.

C. COMMODITIES

Commodity Items leased by the University to the County will be in three categories:

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.
2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc.(see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

It shall be the County's responsibility to inspect all watercraft and rental commodities prior to the commencement of the lease. Any item found to be unsatisfactory shall be brought to the attention of the University so they may be repaired or removed from the inventory prior to implementation of the lease.

Upon acceptance of the rental commodities, it shall be the County's responsibility to perform regular maintenance on the rental commodities. The County shall be responsible for damage or loss of rental Commodities, excepting repairs necessary due to normal wear and tear. The County may at its discretion, repair or compensate the University as outlined in Attachment B for items otherwise damaged, lost, or absent from inventory. The University may inspect items and at their discretion, repair, replace, or delete them from the inventory with no penalty or breach of agreement.

Upon acceptance of the watercraft, it shall be the County's responsibility to perform regular maintenance on the watercraft. The County will repair or at County's discretion, compensate the University as outlined in Attachment A for said watercraft when damage or loss of watercraft result from actions of the County or the County's customers during rental operations. The County shall be responsible for loss of watercraft associated with or resulting from any and all causes, except Acts of God, including negligent operation of the watercraft during the term of the agreement. The County agrees to indemnify and hold harmless the University for any acts, errors, or injuries that may be incurred due to negligent operation of the equipment or commodities.

During the Lease period, total control and responsibility for the rental of watercraft and rental commodities to the public will rest with the County.

During the Lease period, the County shall notify the University of any watercraft that are no longer of use. The University shall inspect items and at their discretion repair, replace, or delete them from the inventory with no penalty or breach of agreement.

At the end of the Lease, the watercraft and rental commodities in current inventory will be returned to winter storage cleaned and in good repair, excepting normal wear and tear from rental operations.

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

During the term of the lease, the County will perform at its sole cost and expense, all regular maintenance. The University will provide the County with regular maintenance schedules. An authorized agent of the University may inspect watercraft during the lease period to help insure that its watercraft are being maintained.

It will be the responsibility of the County to inspect all watercraft prior to rental to make sure they are safe and dependable. If watercraft are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of state property.

B. EQUIPMENT

Equipment items presently under maintenance contract will be maintained by the University until the contracts expire. Once the Contracts expire, the continued use and maintenance of the equipment will be at the discretion of the County. Repairs for damage due to the negligence of the County will be at the County's expense.

C. COMMODITIES

1. Replacement parts for watercraft -The County will have at its disposal the University's present parts inventory for regular maintenance.
2. Rental Commodities - It shall be the County's responsibility to maintain the rental commodities specified in Attachment B. The University may inspect items and at their discretion, repair, place, or delete them from the inventory with no penalty or breach of agreement.

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

The Department will pay a franchise fee equal to and no greater than Seventeen(17%) percent of its gross receipts derived from rental of watercraft called for herein which shall represent a rate to the University for leasing of watercraft on or before the expiration date of this agreement. Gross receipts shall be defined as all monies received by the Department from the rental of watercraft provided, except taxes collected from customers for direct remittance to a duly authorized taxing agency, monies collected for lost, destroyed or damaged equipment leased by the Department, and monies returned to customers as refunds. Payment of Lease fee shall be made on or prior to December 31st of each year.

In addition, any compensation for inventory items as outlined in Section 4 and Attachment B of this agreement which the County is required to or chooses to make to the University in lieu of such items shall be made on or before December 31st of each year.

VII. Provision of Insurance

The County shall maintain at all times during the term of this Agreement general liability insurance with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for third party property damage, bodily injury or personal injury to others statutory Worker's Compensation, and employer's liability insurance with limits of no less than \$500,000. These coverages may be met by Self-Insurance, or Standard Form Insurance Coverage, or a combination of the two. The University shall maintain, at its discretion, insurance for catastrophic losses to its watercraft and rental commodities.

Proof of self-insurance and certificate of excess insurance or standard form insurance covering the term of this agreement must be provided prior to commencement of this agreement.

VIII. Watercraft Rental Charges to the Public

Determining watercraft rental charges shall be the responsibility of the County. The County will notify the University of the rental charges at the beginning of the lease agreement and whenever a new rate schedule is placed into effect.

IX. Accounting

A certified financial report covering all operations conducted under this agreement shall be submitted to the University annually on or before December 31 of each year. A monthly report covering revenues shall be submitted to the University. An official rental card will be issued with each rental. These cards shall be retained by the Department and will be made available to the University upon request. In addition, the Director of Recreation Services, or a duly authorized representative, shall have access to, and right to, examine any pertinent records of the department related to the operations under this agreement.

X. License of Boats

The County will be financially responsible for obtaining an Illinois Department of Natural Resources Rental Boat License for its operation and the watercraft. The University shall be responsible for the Illinois Title and Watercraft Registration fees for all its watercraft.

This Lease Agreement is hereby entered into on the 21st day of December, 2004 as witnessed the hands and seals of the parties hereto.

County of McLean, a body
politic and corporate

Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:

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

For Illinois State University

2005 Lease Period

WATERCRAFT

Canoes	CR#	D.N.R.	ISU	Serial#	Value each
Lowline	1	2388RB	131539	LWN04872M74H-17C	\$125.00
	9	2351RB	131535	LWN04848M74H-17C	\$125.00
	16	2344RB	119478	LWN00163M74A-17C	\$125.00
	19	2330RB	119478	LWN00041M74A-17C	\$125.00
	20	2341RB	131528	LWN04780M74H-17C	\$125.00
	21	2340RB	131529	LWN04376M74A-17C	\$125.00
	22	2339RB	131791	LWN05525M74J-17C	\$125.00
	30	2379RB	131794	LWN05533M74J-17C	\$125.00
	38	2329RB	131789	LWN05534M74J-17C	\$125.00
Alumacraft	2	2387RB	150794	ACB1971PM82A	\$200.00
	3	2386RB	150795	ACB1974PM82A	\$200.00
	4	2385RB	150796	ACB1973PM82A	\$200.00
	7	2353RB	150797	ACB1972PM82A	\$200.00
	18	2342RB	150800	ACB1967PM82A	\$200.00
	31	2378RB	150799	ACB1968PM82A	\$200.00
	37	2332RB	150801	ACB1970PM82A	\$200.00
Grumman	13	2347RB	118777	GBP-05359-0373	\$150.00
	23	2338RB	131435	GBP-14100-0973	\$150.00
	25	2383RB	131434	GBP-13985-0973	\$150.00
	28	2331RB	118776	20554-GP-5-17	\$150.00
	39	2328RB	118961	GBP-04549-0373	\$150.00
Sailboats	1	768RB	156984	AMF10851M84G	\$300.00
	2	1784RB	168922	AIW24096C787	\$350.00

Attachment B

2005 Lease Period

<u>Commodity Item</u>	<u>Number</u>	<u>Value each</u>
Lifejackets(PFD's)		
Adult jackets	68	\$2.00
Child	37	\$1.00
Paddles		
4 1/2 foot & 5 foot	58	\$4.00
Sail Paddles	14	\$2.00
Oars(pair)	1	\$5.00
Anchors	5	\$5.00

An Ordinance of the McLean County Board
Amending the 2004 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$2,264 from \$187,959 to \$190,223.
2. That the County Auditor is requested to adjust the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 36,197	\$ 1,590	\$ 37,787
0515-0001	Part Time Employees	\$ 53,049	\$ (795)	\$ 52,254
0599-0001	County IMRF Contrib.	\$ 5,679	\$ 55	\$ 5,734
0599-0002	Employee Medical	\$ 2,660	\$ 108	\$ 2,768
0599-0003	Social Security Contrib.	\$ 6,881	\$ 61	\$ 6,942
0621-0001	Operational Supplies	\$ 2,264	\$ 1,245	\$ 3,509
TOTALS:		\$106,730	\$ 2,264	\$108,994

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

An Ordinance of the McLean County Board
Amending the 2005 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$32,498 from \$114,140 to \$146,638.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 35,649	\$ 16,474	\$ 52,123
0515-0001	Part Time Employees	\$ 35,461	\$ (8,237)	\$ 27,224
0599-0001	County IMRF Contrib.	\$ 5,967	\$ 536	\$ 6,503
0599-0002	Employee Medical	\$ 2,040	\$ 1,120	\$ 3,160
0599-0003	Social Security Contrib.	\$ 7,023	\$ 630	\$ 7,653
0706-0001	Contract Services	\$ 7,000	\$ 8,000	\$ 15,000
0706-0004	RUM	\$ 8,000	\$ 1,500	\$ 9,500
0718-0001	Schooling & Conferences	\$ 8,000	\$ 7,000	\$ 15,000
0741-0001	Office Equipment Mainten.	\$ -0-	\$ 1,475	\$ 1,475
0793-0001	Travel Expense	\$ 5,000	\$ 4,000	\$ 9,000
TOTALS:		\$114,140	\$32,498	\$146,638

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\05bioterroramendment

An Ordinance of the McLean County Board
 Amending the 2004 Combined
 Appropriation and Budget Ordinance for Fund 0112

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0112 Health Fund, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0410-0083 Immunization Fees in Fund 0112, Department 061, Program 0062, by \$140 from \$51,072 to \$51,212.
2. That the County Auditor is requested to adjust the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0062, Personal Health Services as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0599-0002	Employee Medical	\$51,072	\$ 140	\$51,212
	TOTALS:	\$51,072	\$ 140	\$51,212

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

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

ATTEST:

APPROVED:

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

 Michael F. Sweeney Chairman of the
 McLean County Board

F:\adm\budg\04 112immunizationamendment

An Ordinance of the McLean County Board
 Amending the 2005 Combined
 Appropriation and Budget Ordinance for Fund 0112

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0112 Health Fund, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0410-0083 Immunization Fees in Fund 0112, Department 0061, Program 0062, by \$1,680 from \$54,264 to \$55,944.
2. That the County Auditor is requested to adjust the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0062, Personal Health Services as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0599-0002	Employee Medical	\$54,264	\$ 1,680	\$55,944
TOTALS:		\$54,264	\$ 1,680	\$55,944

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

Adopted by the County Board of McLean County this _____ day of _____, 2005.

ATTEST:

APPROVED:

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

 Michael F. Sweeney Chairman of the
 McLean County Board

F:\adm\budg\05 112immunizationamendment




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

Website: www.mclean.gov/countyclerk

We've moved to:

Government Center
115 E Washington Street, Room 102
P.O. Box 2400
Bloomington, IL 61702-2400

DATE: November 30, 2004
TO: Chairman Sorensen
Honorable Members of the Finance Committee
FROM: Peggy Ann Milton 
RE: Illinois E-Pay

Enclosed you will find an application and agreement which will enable the McLean County Clerk's office to utilize the Illinois E-pay service. We would like to use this as a convenience for those in need of our services and respectfully request your approval.

Thank you.

Enclosures

ILLINOIS FUNDS ELECTRONIC PAYMENT CLEARING ACCOUNT APPLICATION

THE ILLINOIS FUNDS

FAX to: STATE TREASURER JUDY BAAR TOPINKA
THE ILLINOIS FUNDS
(217) 524-1269

Mail to: STATE TREASURER JUDY BAAR TOPINKA
THE ILLINOIS FUNDS
300 WEST JEFFERSON STREET
SPRINGFIELD, ILLINOIS 62702



Date 11/30/04 Application to participate in The Illinois Funds Electronic Payment Program

New Account Application Advanced Service (Files transfer) Change of information

The Government described herein seeks to participate in the Electronic Payment Services Program within The Illinois Funds Money Market Fund, pursuant to Section 17 of the State Treasurer Act (15 ILCS 505/17) which authorizes the State Treasurer to establish a Public Treasurers' Investment Pool.

For Office Use Only: Account # _____ Type Code: _____

Describe your public agency:

McLean County Clerk's Office 37-6001569
(Name of Agency) (FEIN Number/TIN Number)

E-Pay Clearing - McLean County Clerk Maria Pascua
(Subtitle of Account) (Contact Person and Title)

115 E Washington Street, Room 102, Bloomington, McLean 61701
(Street Address) (City) (County) (Zip Code)

309-888-4098 309-888-5932 maria.pascua@mcleancountyil.gov
(Telephone Number) (FAX Number) (Contact Email Address-Email notification Yes/No)

www.mcleancountyil.gov/countyclerk
(Web Address - Please check box if E-Pay is linking from your home page)

Type of service requested: Credit Cards E-Checks Sliding Scale Absorbing Fees Flat Fee Checks Only Flat \$1.40
 IVR - Speech Recognition
 Internet
 In Office - Over-the-Counter Terminal Debit Cards Visa-MC Amex Discover

For Office Use Only: Global ACH Direct Discover Card Only E-Checks

What is your gross revenue on an annual basis for payment type? \$100,000.00 Average Ticket \$10.00

Check here for fax notification of ACH deposits to your Illinois Funds account.

Withdrawal Options:

By Check _____ By Wire Transfer _____ By ACH Transfer X
(standard business checks)

Transfer Instructions: (If more than one transfer path is needed, please submit a separate instruction sheet.)

Peoples Bank 643 823
(Bank Name) (Further Credit to Your Account #)
071103473 Steve McAllister 309-828-8611
(ABA/Route #) (Contact Name/Phone at Receiving Bank)

Authorizations to sign checks or execute Transfers: (If more than four, submit a separate sheet.)

Printed Name(s)	Authorized Signature(s)	Sign Checks	Execute Transfers
<u>Peggy Ann Milton</u>		_____	<u>X</u>
<u>Maria Pascua</u>		_____	<u>X</u>
<u>Catherine Flynn</u>		_____	<u>X</u>

Interest income will be posted to your account(s) on the last business day of the month.

Participant accepts the terms and conditions of the administration of The Illinois Funds as outlined by the State Treasurer with the understanding that there will be no changes to this agreement and the information contained herein without prior written notice. The Illinois State Treasurer's office makes no representation as to the information loaded onto web server for the advanced service option at any given time. It is the responsibility of the participant to verify the accuracy of information provided on web site in comparison to data files transferred/uploaded.

The undersigned hereby certifies that he/she is authorized to open an account(s) in The Illinois Funds E-Pay Program and further certifies that said authority is statutory, or approved by the governing body of the above described Government.

Signature: Position/Title: McLean County Clerk



Participant Agreement

WHEREAS, the Office of the Illinois State Treasurer ("Treasurer") and ACH Direct, Inc. ("ACH Direct") have entered into a Master Services Agreement for The Illinois Funds E-PAY Electronic Payment Services Via Touch-Tone/TVR, Internet and Over the Counter Services ("Master Services Agreement");

WHEREAS, pursuant to Master Services Agreement, the Treasurer, Global Payments Direct, Inc. ("Global"), and the Member bank ("Member") have entered into a Merchant Service Agreement, including Terms and Conditions;

WHEREAS, Treasurer completed a Merchant Application in connection with the Merchant Service Agreement, which Merchant Application included pricing terms;

WHEREAS, McLean County Clerk's Office ("Participant") desires to participate in the Treasurer's Electronic Payment Services Program and utilize Global's services as stated in the Terms and Conditions;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Participant represents and warrants that it has received and read the Terms and Conditions contained in the Illinois Funds E-Pay Participation Terms of Compliance booklet and Pricing Schedule. Participant agrees that it is a "Merchant" as described and used in the Terms and Conditions and agrees to be bound by the Terms and Conditions in the booklet, the Pricing Schedule, and any other terms, policies or procedures Participant may receive from the Treasurer in the future. Said documents are hereby incorporated into this Agreement by reference.

2. Participant represents and warrants that the undersigned is authorized to enter into this Agreement on its behalf and that all legal prerequisites to entering into this Agreement have been satisfied.

IN WITNESS WHEREOF, Participant, Global, Member, and Treasurer have each caused this Participant Agreement to be executed, sealed and delivered this the ____ day of _____, 2004.

("Participant")
By: McLean County Clerk's Office
Name: Peggy Ann Milton
Title: McLean County Clerk
Date: November 30, 2004

HSBC Bank USA
("Member")
By: _____
Name: Suellyn P Tornay
Title: Corporate Secretary for Global Payments Direct, Inc.
Date: _____

Global Payments Direct, Inc.
By: _____
Name: Suellyn P Tornay
Title: Corporate Secretary
Date: _____

Office of the Illinois State Treasurer
By: _____
Name: Josh Budd
Title: E-Pay Program Manager
Date: _____



OFFICE OF THE ADMINISTRATOR
 (309) 888-5110 FAX (309) 888-5111
 104 W. Front, Room 701 P.O. Box 2400

Bloomington, Illinois 61702-2400

December 2, 2004

Memo to: The Honorable Chairman and Members of the Finance Committee
 From: John M. Zeunik
 Re: Outside Audit Services – Fiscal Years 2004 – 2006

Background

Consistent with McLean County’s past practices, and in accordance with authoritative guidance, the County Administrator’s office worked with the County Auditor and the County Treasurer to develop and issue a Request for Proposals (RFP) for certified public accounting firms to perform audit and related services for fiscal years 2004 through 2006. Three firms attended a pre-proposal conference on October 6, 2004. Two firms submitted technical and cost proposals on November 12, 2004.

Technical Proposals

A committee comprised of representatives from the County Auditor’s Office, the County Treasurer’s Office and the Administrator’s Office reviewed all technical proposals for compliance with mandatory technical requirements listed in the RFP and determined that both firms were qualified. The technical review committee then reviewed the technical proposals based on the proposed scope of services, audit approach, knowledge of recent Governmental Accounting Standards Board (GASB) pronouncements, experience and staff qualifications. The committee agreed that both firms met the technical requirements set forth in the RFP.

Staffing Plans

There were significant differences in the estimated number of hours required to complete the audit reports. Following is a summary of proposed staffing plans.

Staffing—Hours by Position

	<u>2004</u>	<u>2005</u>	<u>2006</u>
<u>Clifton Gunderson</u>			
Partner	60	60	60
Manager	120	120	120
Staff	<u>815</u>	<u>815</u>	<u>815</u>
Total:	1,000	1,000	1,000

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 December 2, 2004
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	<u>2004</u>	<u>2005</u>	<u>2006</u>
<u>McGladrey & Pullen</u>			
Partner	30	30	30
Manager	120	120	120
Staff	<u>700</u>	<u>700</u>	<u>700</u>
Total:	850	850	850

We believe the Clifton Gunderson staffing proposal is the most realistic. It is based on a historical perspective of hours necessary to complete audit work in recent years, and accounts for significant improvements in County staffing.

Cost Proposals

After technical and staffing plan reviews were completed, the separate sealed cost proposals were opened and reviewed. Cost proposals are broken down by General Purpose Financial Statements and the mandatory separate Administrative Office of the Illinois Courts (the "AOIC") Circuit Clerk's audit.

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>TOTAL</u>
<u>Clifton Gunderson</u>				
General Audit	\$71,850	\$73,980	\$75,980	\$221,810
Circuit Clerk	\$ 4,500	\$ 4,625	\$ 4,750	\$ 13,875
<u>McGladrey & Pullen</u>				
General Audit	\$72,075	\$75,010	\$78,000	\$225,085
Circuit Clerk	\$ 4,000	\$ 4,250	\$ 4,500	\$ 12,750

Recommendations

We recommend the Clifton Gunderson proposal for basic audit services as the most cost-effective choice for the County. The total three-year cost for basic auditing services is \$221,810 or \$3,275.00 lower than the McGladrey & Pullen proposal. It is important to note that the Clifton Gunderson staffing plan includes 150 additional hours each year. Therefore, we recommend that that Clifton Gunderson LLP be awarded a three year contract for outside audit services. For your

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information and review, I have enclosed an Analysis of the RFP's for Outside Audit proposals.

Pursuant to Illinois law, the Circuit Clerk may award a contract for completion of the AOIC audit of the Circuit Clerk's Office. Based on their prior experience with the Circuit Clerk's separate AOIC audit and the Circuit Clerk's desire to retain their professional services, we recommend that a separate three year contract for the Circuit Clerk's Office AOIC audit services be awarded to Guthoff, Mehall & Allen, Bloomington, Illinois.

Thank you.

ANALYSIS OF REQUEST FOR PROPOSAL:
OUTSIDE AUDITING SERVICES

MANDATORY ELEMENTS

Clifton Gunderson LLP

McGladrey & Pullen

(Maximum of 10 points)

Yes

Yes

(1) Audit firm is independent and licensed to practice in the State of Illinois.

Yes

Yes

(2) Audit firms professional personnel have received adequate accounting continuing professional education within the preceding years.

Firm has served as the County's outside auditor for the past 6 years.

Firm has not been retained by McLean County for any services during the past 5 years.

(3) Audit firm has no conflict of interest with regard to any other work performed by the firm for McLean County.

Copy of December 19, 2001 letter included in the Request for Proposal.

Copy of September 15, 2004 letter included in the Request for Proposal.

(4) The firm submits a copy of its most recent External Quality Control Review Report and the firm has a record of quality audit work.

Yes

Yes

(5) The firm adheres to the instructions in this Request for Proposal on preparing and submitting this proposal.

(2)

TECHNICAL QUALIFICATIONS

Clifton Gunderson LLP

McGladrey & Pullen

(Maximum of 10 points)

Expertise and Experience

- | | | | |
|-----|--|--|---|
| (1) | The firm's past experience and performance on comparable government engagements. | City of Bloomington, Illinois
Rock Island County, Illinois
City of Moline, Illinois
City of Galesburg, Illinois
Scott County, Iowa | Peoria County, Illinois
Tazewell County, Illinois
Livingston County, Illinois
Illinois State University
Sangamon County, Illinois
University of Illinois |
|-----|--|--|---|

- | | | | |
|-----|--|---|---|
| (2) | Quality of firm's professional personnel to be assigned to the engagement and the quality of the firm's professional personnel to be available for technical consultation. | Meets the requirements as outlined in the Request for Proposal. | Meets the requirements as outlined in the Request for Proposal. |
|-----|--|---|---|

Audit Approach

- | | | | |
|-----|--|-----------|-------------|
| (1) | Adequacy of proposed staffing plan for various segments of the engagement. | 850 Hours | 1,000 Hours |
| | Partners | 30 Hours | 60 Hours |
| | Managers | 120 Hours | 120 Hours |
| | In-Charge and Staff | 700 Hours | 815 Hours |
| | Total: | 850 Hours | 1,000 Hours |

(3)

TECHNICAL QUALIFICATIONS

Clifton Gunderson LLP

McGladrey & Pullen

(Maximum of 10 points)

Audit Approach (cont'd)

- | | | | |
|-----|-----------------------------------|-----|-----|
| (2) | Adequacy of Sampling Techniques | Yes | Yes |
| (3) | Adequacy of Analytical Procedures | Yes | Yes |

FEE FOR AUDIT SERVICES

(Maximum of 10 Points)

FY'2004	\$72,075.00	\$71,850.00
FY'2005	\$75,010.00	\$73,980.00
FY'2006	\$78,000.00	\$75,990.00

Fee for Circuit Clerk Audit:

FY'2004	\$ 4,000.00	\$ 4,500.00
FY'2005	\$ 4,250.00	\$ 4,625.00
FY'2006	\$ 4,500.00	\$ 4,750.00

(4)

<u>Billable Hourly Rate:</u>	<u>McGladrey & Pullen</u>			<u>Clifton Gunderson LLP</u>		
	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Partners	\$180	\$185	\$190	\$140	\$144	\$148
Managers	\$120	\$125	\$130	\$95	\$98	\$100
Supervisory Staff	\$90	\$94	\$100	\$75	\$77	\$79
Staff	\$75	\$78	\$80	\$60	\$62	\$64

MANDATORY ELEMENTS
(Maximum of 10 points)

- | | | | |
|-----|---|----|----|
| (1) | Audit firm is independent and licensed to practice in the State of Illinois. | 10 | 10 |
| (2) | Audit firm's professional personnel have received adequate accounting continuing professional education within the preceding years. | 10 | 10 |
| (3) | Audit firm has no conflict of interest with regard to any other work performed by the firm for McLean County. | 10 | 10 |

(5)

Clifton Gunderson LLP

McGladrey & Pullen

10

10

(4) The firm submits a copy of its most recent External Quality Control Review Report and the firm has a record of quality audit work.

10

10

(5) The firm adheres to the instructions in this Request for Proposal on preparing and submitting this proposal.

50

50

Sub-total:

67

TECHNICAL QUALIFICATIONS

(Maximum of 10 points)

10

8

(1) The firm's past experience and performance on comparable government engagements.

10

10

(2) Quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's professional personnel to be available for technical consultation.

9

8

(3) Adequacy of proposed staffing plan for various segments of the engagement.

(6)

Clifton Gunderson LLP

McGladrey & Pullen

(4)	Adequacy of sampling techniques.	10	10
(5)	Adequacy of Analytical Procedures.	10	10
	Sub-total:	46	49

FEE FOR AUDIT SERVICES

(1)	Fee for the Outside Audit	8	9
(2)	Billable Hourly Rate	8	9
	Sub-total:	16	18

SUMMARY

	<u>MAXIMUM SCORE</u>	<u>McGladrey & Pullen</u>	<u>Clifton Gunderson LLP</u>
	<u>MANDATORY ELEMENTS</u>	50	50
	<u>TECHNICAL QUALIFICATIONS</u>	46	49
	<u>FEE FOR AUDIT SERVICES</u>	16	18
	TOTAL:	112	117