

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

December 6, 2004  
Reorganization Meeting

December 21, 2004  
County Board Meeting

*Subject to approval at  
January 18, 2005  
County Board Meeting*



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December 6, 2004

The McLean County Board met on Monday, December 6, 2004 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois.

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

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

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

**The following Members were absent:**

Cathy Ahart, Bette Rackauskas, and David Selzer

Clerk Milton stated the following: We have a quorum. Next on our agenda, in accordance with the rules of the McLean County Board, the floor is now open for nominations for a Temporary Chairman. Do we have any nominations? Members Sorensen/Renner nominated Member Duffy Bass as Temporary Chairman. Clerk Milton asked the following: are there any further nominations? Members Bostic/Gordon moved the nominations be closed and cast a unanimous ballot for Member Bass. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass, Temporary Chairman, stated the following: we have the chore of selecting a Chairman of the McLean County Board and would now open the nominations for Chairman of the McLean County Board. Members Hoselton/Harding nominated Member Sweeney as Chairman. Member Bass stated the following: Member Sweeney has been nominated. Are there any other nominations? Nominations are closed and now we are ready to take a vote on Member Sweeney. We will do that by voice. All those in favor signify by saying aye. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Chairman Sweeney stated the following: thank you very much. I did want to say a few words and I promise this won't be long. As you all know, County government is an agent of the State and we have budget considerations that we have to deal with in the next few years. You all know that one of our options is a referendum for a public safety sales tax and you know that that would probably never fly. We could reduce or eliminate programs and I would not be in support of that. We could eliminate positions which we have been doing in the last couple of years and that's not a good situation to be in. We could set up an early retirement program and that's a possibility but some of us have gone through the early retirement situation in the past and that has not worked out in the best interest of this Board and the citizens. I asked Mr. Zeunik about another option or proposal for the 2005 budget. Mr. Zeunik came up with an item on page 23 that we need to consider and look at. I am going to ask the Executive Committee in December to look at this proposal and talk about it but it will not be an action item in the Executive Committee on December the 14<sup>th</sup>. We will deal with it in January so that the Board Members that are on the Executive Committee and any other Board Members that want to come can listen to the proposal and have 30 days to think about it. It will then be an action item in the Executive Committee meeting in January. The game plan is to deal with an issue that I think that we have not dealt with in the past. That is to join the Metro Counties Action Committee. It is a group of counties that are involved in legislation. They are also

involved in lobbying full time. They have a full time legal department and McLean County, according to them, is the missing link. We are the only major County that is not involved in the metro counties organization. The total cost of that is \$1,500 because we are so small in comparison to the rest of the counties. You are going to ask how we are going to handle that in the budgeting process. The dues for membership currently, for the 2005 budget, is \$6,000. We don't want to affect that but the schooling budget is at \$7,500. I am going to ask the Executive Committee to look at the \$1,500 for the Metro Counties and apply that \$1,500 out of the schooling and move it over to the dues and membership. That is part of the program that we are going to try to put together for the Executive Committee and then move it to the full Board. If you want to look at your budget packet again on page 23, Mr. Zeunik explained exactly how we might want to do this and about some of our options with the State. We will have to have legislative support and that's why I think we are better off serving with the Metro Counties and being a part of there group. If you want to come to the Executive Committee meeting to listen to Mr. Zeunik's proposal you are welcome to do so and I hope that all of you show up. The next item on our agenda is the nomination and election for the Vice-Chairman. Is there a nomination from the floor? Members Dean/Renner nominated Member Sorensen to be Vice-Chairman. Chairman Sweeney asked the following: are there any other nominations from the floor? Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Chairman Sweeney stated the following: the next item on our agenda is the Rules of the County Board.

Member Sweeney, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
TO CONTINUE THE *RULES OF THE COUNTY BOARD OF McLEAN COUNTY*

WHEREAS, on December 2, 2002, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, the *Rules of the County Board of McLean County* state that the adopted Rules shall remain in effect until the first Monday in December, 2004; and,

WHEREAS, the McLean County Board desires that the *Rules of the County Board of McLean County*, as amended, continue in effect until such time as the McLean County Board approves, amends, and/or rescinds the *Rules of the County Board of McLean County* by formal action of the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The *Rules of the County Board of McLean County*, as amended, shall remain in effect until such time as the McLean County Board approves, amends, and/or rescinds the *Rules of the County Board of McLean County* by formal action of the McLean County Board.


(2) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

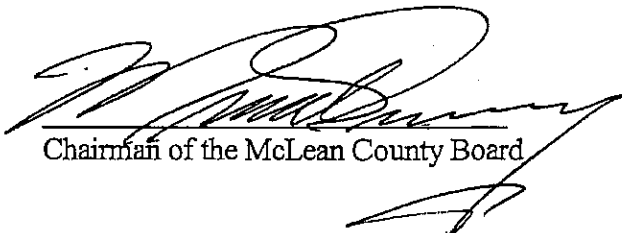
(3) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 6th day of December, 2004.

ATTEST:

APPROVED:

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

  
Chairman of the McLean County Board

Members Owens/O'Connor moved the County Board approve the Rules of the County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney, Chairman, presented the following:

A RESOLUTION OF THE  
McLEAN COUNTY BOARD  
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE  
STANDING COMMITTEES, SUBCOMMITTEES AND THE  
LIQUOR CONTROL COMMISSION OF THE  
McLEAN COUNTY BOARD

WHEREAS, on April 17, 2001, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on Monday, December 6, 2004, the McLean County Board approved a Resolution which amended the *Rules of the County Board* of McLean County, as adopted on April 17, 2001, and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board* of McLean County, the Chairman shall appoint the members of all Standing Committees, Subcommittees and the Liquor Control Commission not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

Michael F. Sweeney, Chairman  
Matt Sorensen, Vice Chairman  
B.H. "Duffy" Bass  
George Gordon  
Diane R. Bostic  
Tari Renner  
P.A. "Sue" Berglund  
Paul R. Segobiano  
Stan Hoselton

Finance Committee

Matt Sorensen, Chairman  
P.A. "Sue" Berglund, Vice Chairman  
Robert Nuckolls  
David F. W. Selzer  
Duane L. Moss  
Benjamin Owens

Justice Committee

Tari Renner, Chairman  
Robert Nuckolls, Vice Chairman  
Benjamin Owens  
Bette Rackauskas  
Sondra "Sonny" O'Connor  
Ann Harding

(2)

Property Committee

Diane R. Bostic, Chairman  
Dave F. W. Selzer, Vice Chairman  
Rick Dean  
Cathy Ahart  
Ann Harding  
Duane L. Moss

Land Use and Development Committee

George Gordon, Chairman  
Paul R. Segobiano, Vice Chairman  
Don Cavallini  
Bette Rackauskas  
Cathy Ahart  
Terry Baggett

Transportation Committee

B. H. "Duffy" Bass, Chairman  
Stan Hoselton, Vice Chairman  
Don Cavallini  
Rick Dean  
Sondra "Sonny" O'Connor  
Terry Baggett

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Rules Subcommittee

Matt Sorensen, Chairman  
George Gordon, Vice Chairman  
David F. W. Selzer  
Tari Renner

Legislative Subcommittee

Michael F. Sweeney, Chairman  
Matt Sorensen, Vice Chairman  
George Gordon  
Stan Hoselton  
Tari Renner  
Rick Dean  
Benjamin Owens

Liquor Control Commission

Michael F. Sweeney, Chairman  
Stan Hoselton, Vice Chairman  
Diane R. Bostic  
Rick Dean

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

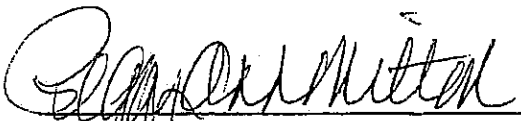
(3)


(4) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 6th day of December, 2004.

ATTEST:

APPROVED:

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

  
Chairman  
McLean County Board

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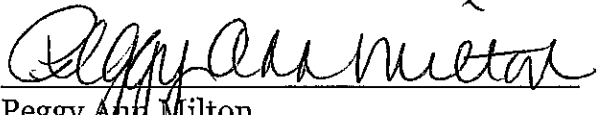
Members Bostic/Berglund moved the County Board approve a Resolution Approving the Chairman's Appointments to the Standing Committees, Sub-Committees, and the Liquor Control Commission. Chairman Sweeney stated the following: as you can see I've put myself as Chairman of the Legislative Committee because I think it is very important that somebody attends some of these meetings and I am willing to do that at my cost. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Members Bostic/Cavallini moved for adjournment until Tuesday, December 21, 2004 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:20 a.m.

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 6<sup>th</sup> day of December, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11th day of January, 2005.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk

**December 21, 2004**

The McLean County Board met on Tuesday, December 21, 2004 at 9:15 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member O'Connor and was followed by the Pledge of Allegiance.

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

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

**No Members were absent.**

**Consent Agenda:**

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

The Consent Agenda read as follows:

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, November 9, 2004
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of MFT Maintenance Resolution for the Maintenance on County or State Highways, sec. 05-00000-00-GM
    - 2) Request Approval of County Engineer Motor Fuel Tax Resolution
    - 3) Request Approval of Letting Results from December 1, 2,004 for County and Township Projects
    - 4) Request Approval of Audit Report to be Filed with the County Board
      - a) #70 – Motor Fuel Tax – County Projects  
01/01/03-12/31/03
      - b) #51 – Motor Fuel Tax – County Road Districts  
01/01/03-12/31/03
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request Approval of the Application of Jeremy and Amy Masters, in Case SU-04-23, Parcel (24)-22-27-100-007. This is a request for a Special Use to Allow an Existing Farm Dwelling to be Set Aside from the Farm on 10 acres as a Single Family Residence in the Agriculture District due to Unique Circumstances On Property which is located in Old Town Township At 10000 N 2125 East Road, Bloomington
    - 2) Subdivision Case:
      - a) Request Approval of Request of Tracy Holman and Charles Stevens to Reinstate the Preliminary Plan for the Wexford Hills Subdivision, File No. S-00-22. The property is located in Old Town Township immediately south of Cheneys Grove Road approximately one mile southeast of Towanda Barnes Road
  - D. Transfer Ordinances
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Executive Committee
      - a) Pursuant to 35 ILCS 200/19-35, 19-45, Request Approval for State Farm Casualty Company Public Official Bond – County Collector
      - b) Request Approval of Recommendation Concerning Executive Session Minutes

- 2) Finance Committee
  - a) Request Approval for County Clerk to enter into an Agreement with the Illinois E-PAY System—County Clerk
  - b) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement for use of Private Vehicles for County Business
  - c) Request Approval of Recommendation for Outside Audit Services—Fiscal Year 2004-2006
  
- 3) Justice Committee
  - a) Request for Approval of Service Agreement with Paxton's Inc. for Typewriter Maintenance—Sheriff's Department
  - b) Request for Approval of Bid Award to Ecolab For Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine—Sheriff's Department
  - c) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail—Sheriff's Department
  - d) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility—Sheriff's Department
  - e) Request Approval of 2005 Vehicle Bids for Sheriff's Department and Coroner's Office—Sheriff's Department
  - f) 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
  
- 4) Property Committee
  - a) Request Approval of Proposal Received From the Coffee Depot to operate in Basement kitchen/dining room of Government Center

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

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




RESOLVED, by the County board of McLean County, that \$1,825,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2005, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

  
Michael F. Sweeney, Chairman, McLean County Board

APPROVED

STATE OF ILLINOIS

McLean County, } ss.

I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its monthly

meeting held at Bloomington, Illinois

on December 21, 2004

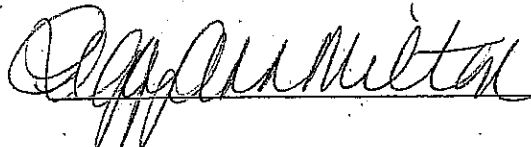
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, Illinois

in said County, this 21 day of December, 2004

(SEAL)



County Clerk.

Date

Department of Transportation

District Engineer

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

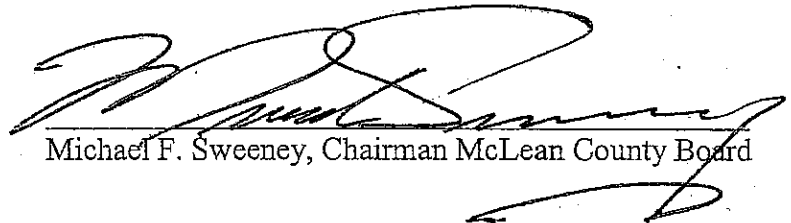
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$94,691.25 per year for January 1, 2005 thru December 31, 2005 and his traveling, instruction and schooling, and conference-expenses are estimated at \$5,100.00 per year

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Ninety-nine Thousand, Seven hundred and ninety-one dollars and 25/100, (\$ 99,791.25) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2005 thru December 31, 2005.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Ottawa, IL.

Approved by the County Board on December 21, 2004.

  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS        ]  
                                  ] SS  
COUNTY OF MCLEAN     ]

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

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

[SEAL]

  
County Clerk

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 7, 2004, for a letting held on December 1, 2004 for McLean County and various Road Districts 2003 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on December 7, 2004,

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

**2005 MFT SECTIONS:**

**McLean County..... Sec. 05-00000-00-GM..... GR. 3**

The successful bidders on the above section were:

Stark Materials Inc., (Stringtown / Heyworth) .....	\$7,000.00
Rowe Construction Co., (Heyworth) .....	\$7,750.00
Prairie Materials, (Pontiac) .....	\$7,750.00
Valley View Industries, (McDowell Quarry).....	\$7,750.00
Scharf Materials, (Heyworth).....	\$7,250.00

**McLean County..... Sec. 05-00000-00-GM..... GR. 4**

The successful bidders on the above section were:

Stark Materials Inc., (Rettick).....	\$30,000.00
Rowe Construction Co., (Timberline).....	\$30,000.00
Prairie Materials, (Pontiac) .....	\$23,200.00
Valley View Industries, (Fairbury) ...	\$24,000.00
Scharf Materials, (Heyworth).....	\$29,000.00
K & R Gravel, (Arrowmsith) .....	\$28,000.00
Stark Materials Inc., (Stringtown).....	\$31,600.00

**McLean County..... Sec. 05-00000-00-GM..... GR. 4A**

The successful bidders on the above section were:

Rowe Construction Co., (Northtown).....	\$7,000.00
Scharf Materials, (Route 9 West).....	\$6,125.00

**McLean County..... Sec. 05-00000-00-GM..... GR. 5**

The successful bidders on the above section were:

Prairie Materials, (Pontiac) .....	\$1,812.50
Valley View Industries, (Fairbury) ...	\$1,812.50

**McLean County..... Sec. 05-00000-00-GM..... GR. 5A**

The successful bidders on the above section were:

Scharf Materials, (Route 9 West).....	\$4,375.00
---------------------------------------	------------



**McLean County..... Sec. 05-00000-00-GM..... GR. 6**

The successful bidder on the above section was:

Prairie Materials, (Pontiac) ..... \$8,250.00

**McLean County..... Sec. 05-00000-00-GM..... GR. 14**

The successful bidder on the above section was:

Carri Scharf Trucking ..... \$43,287.50

**Allin R.D. .... Sec. 05-01000-00-GM..... GR. 14**

The successful bidder on the above section was:

Carri Scharf Trucking ..... \$4,770.00

**Anchor R.D..... Sec. 05-02000-00-GM..... GR. 4**

The successful bidders on the above section were:

Prairie Materials, (Eppards Point)..... \$4,060.00

Valley View Industries, (Fairbury) ... \$4,200.00

**Anchor R.D..... Sec. 05-02000-00-GM..... GR. 14**

The successful bidder on the above section was:

Limestone Transit..... \$13,706.00

**Arrowsmith R.D. .... Sec. 05-03000-00-GM..... GR. 14**

The successful bidder on the above section was:

Limestone Transit..... \$8,638.50

**Bellflower R.D. .... Sec. 05-04000-00-GM..... GR. 4**

The successful bidders on the above section were:

Prairie Materials, (Eppards Point)..... \$5,800.00

Valley View Industries, (Fairbury) ... \$6,000.00

**Bellflower R.D. .... Sec. 05-04000-00-GM..... GR. 14**

The successful bidder on the above section was:

Limestone Transit..... \$5,690.00

**Cropsey R.D..... Sec. 05-10000-00-GM..... GR. 4**

The successful bidders on the above section were:

Prairie Materials, (Eppards Point)..... \$1,160.00

Valley View Industries, (Fairbury) ... \$1,200.00

**Cropsey R.D.**..... Sec. 05-10000-00-GM ..... GR. 14

The successful bidder on the above section was:

Towanda Company ..... \$5,688.00

**Dale R.D.**..... Sec. 05-11000-00-GM ..... GR. 14

The successful bidder on the above section was:

Carri Scharf Trucking ..... \$5,850.00

**Gridley R.D.**..... Sec. 05-18000-00-GM ..... GR. 14

The successful bidder on the above section was:

Limestone Transit..... \$7,552.00

**Hudson R.D.**..... Sec. 05-19000-00-GM ..... GR. 14

The successful bidder on the above section was:

Carri Scharf Trucking ..... \$10,000.00

**Lawndale R.D.**..... Sec. 05-20000-00-GM ..... GR. 3

The successful bidders on the above section were:

Prairie Materials, Inc., (Pontiac) ..... \$14,725.00

Valley View Industries, (McDowell Quarry)..... \$14,725.00

**Lawndale R.D.**..... Sec. 05-20000-00-GM ..... GR. 4

The successful bidders on the above section were:

Prairie Materials, Inc., (Pontiac) ..... \$15,660.00

Valley View Industries, (Fairbury) ..... \$16,200.00

**Martin R.D.**..... Sec. 05-22000-00-GM ..... GR. 14

The successful bidder on the above section was:

Limestone Transit..... \$6,110.00

**Martin R.D.**..... Sec. 05-22000-00-GM ..... GR. 15

The successful bidder on the above section was:

Limestone Transit..... \$11,235.00

**Money Creek R.D.**..... Sec. 05-23000-00-GM ..... GR. 14

The successful bidder on the above section was:

Carri Scharf Trucking ..... \$7,800.00

West R.D. .... Sec. 05-29000-00-GM..... GR. 4

The successful bidders on the above section were:

Stark Materials Inc., .....	\$13,125.00
Stark Materials Inc., (Stringtown).....	\$13,825.00
Rowe Construction Co., (Downs) .....	\$13,125.00
Carri Scharf Trucking (Heyworth).....	\$12,250.00
K & R Gravel (Arrowsmith) .....	\$12,250.00

West R.D. .... Sec. 05-29000-00-GM..... GR. 4A

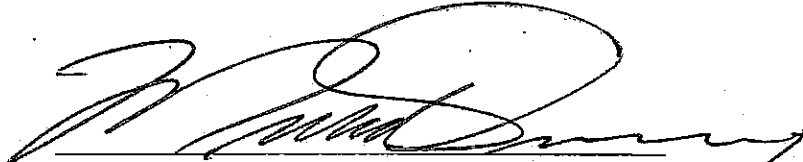
The successful bidders on the above section were:

Valley View Industries, (Fairbury) ...	\$1,800.00
Prairie Materials, (Eppards Point).....	\$1,740.00

West R.D. .... Sec. 05-29000-00-GM..... GR. 14

The successful bidder on the above section was:

Carri Scharf Trucking .....	\$4,996.75
-----------------------------	------------




Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS     ]  
   ]   SS  
 COUNTY OF MCLEAN    ]

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

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

[SEAL]



County Clerk



# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

**RECEIVED**  
OCT 28 2004

MCLEAN CO. HIGHWAY DEPT.

October 27, 2004

Mr. John E. Mitchell  
McLean County Engineer  
102 Towanda Barnes Road  
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 70 covering the receipt and disbursement of Motor Fuel Tax funds by your county for the period beginning January 1, 2003 and ending December 31, 2003.

**PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.**

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

Diane O'Keefe, P.E.  
District Engineer

By: James R. Threadgill III, P.E.  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

# Audit

Agency <i>McLean County</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2003</i>
	Audit Number <i>70</i>
	Date <i>8-11-04</i>



Illinois Department  
of Transportation  
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 70

MCLEAN COUNTY

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County for the period beginning Jan. 1, 2003 and ending Dec. 31, 2003, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records for the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

W. Baftin  
Auditor

REVIEWED AND APPROVED BY

[Signature]  
District Local Roads and Streets Engineer

Date: 9-22-04

BLR 7401

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S COMMENTS

MCLEAN COUNTY

Audit Report No. 70

Audit Period: Jan. 1, 2003 to Dec. 31, 2003

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2003

The other receipts to the Motor Fuel Tax Fund were \$692,057.01 received as follows:

Interest	2003	\$13,105.43
County Consolidated		\$389,011.00
Town of Normal		196875
Reimbursements		\$91,627.40
Reimbursements		\$1,438.18
Total received:		<u>\$692,057.01</u>

Final Reports are on file for the following sections:

87-00122-02-BR	99-00140-02-WR	98-00171-00-RS
96-00169-00-RS	00-00130-08-RS	98-00174-00-RS
97-00135-04-WR	00-00180-00-RS	
97-00148-01-FP	03-00134-04-RS	
98-00038-03-WR	03-00000-00-CS	
98-00159-00-WR	03-00000-00-GM	

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

*C. Payne*

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY

AUDIT REPORT NO. 70

Date: August 11, 2004

Audit Period Jan., 1, 2003 - Dec. 31, 2003

Fund Balance	Fund Balance		Total	Outstanding Warrants
	Unobligated	Obligated		
Balance Previous Audit	5,569,472.32	(3,148,322.77)	2,421,149.55	
Allotments & Cert.	2,659,166.29	0.00	2,659,166.29	
Total MFT Funds	8,228,638.61	(3,148,322.77)	5,080,315.84	
Approved Authorizations	(7,368,737.42)	7,368,737.42	0.00	
Other Receipts		693,467.88	693,467.88	
Total	859,901.19	4,913,882.53	5,773,783.72	
Disbursements		5,181,045.92	5,181,045.92	
Surplus (Credits)	1,146,219.77	(1,146,219.77)	0.00	
Unexpended Balance	2,006,120.96	(1,413,383.16)	592,737.80	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2003			289,425.43	
Deduct Outstanding Warrants			5,225.32	
Add Outstanding investments			308,537.69	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2003			592,737.80	

BLR 7403 (Rev. 1/90)  
IL 494-0654

Certified Correct

*A. Patton*  
Auditor





# Illinois Department of Transportation

Division of Highways / District 3  
700 East Norris Drive / Ottawa, Illinois / 61350-0697  
Telephone 815/434-6131

**RECEIVED**  
NOV 16 2004

MCLEAN CO. HIGHWAY DEPT.

November 10, 2004

Mr. John E. Mitchell  
McLean County Engineer  
102 Towanda Barnes Road  
Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 51 covering the receipt and disbursement of Motor Fuel Tax funds by your county's road districts for the period beginning January 1, 2003 and ending December 31, 2003.

**PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.**

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

John P. Kos, P.E.  
District Engineer

By: James R. Threadgill III, P.E.  
District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

# Audit

Agency <i>McLean County Road Districts</i>	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year <i>2003</i>
	Audit Number <i>51</i>
	Date <i>8-12-04</i>



**Illinois Department  
of Transportation**  
Bureau of Local Roads and Streets

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 51

MCLEAN COUNTY ROAD DISTRICTS

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2003 and ending Dec. 31, 2003, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by canceled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and canceled warrants, that we have examined and checked the records for the County Clerk and County Treasurer, have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

*E. Payne* Auditor

REVIEWED AND APPROVED BY

*Justin*  
District Local Roads and Streets Engineer

Date: 10-28-04

BLR 7401

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

AUDITOR'S COMMENTS

MCLEAN COUNTY ROAD DISTRICTS

Audit Report No. 51

Audit Period: Jan. 1, 2003 to Dec. 31, 2003

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2003

The other receipts to the Motor Fuel Tax Fund were \$100,115.48 received as follows:

Interest	2003	\$17,148.46
Needy Township		\$82,146.00
Reimbursements		\$821.02

Total received: \$100,115.48

The 2003 Maintenance Expenditure Statements were on file for all Road Districts.

Final Reports were on file for the following sections:

91-29127-00-BR	97-18129-00-AS
98-27143-00-MG	00-27144-00-RS
00-31136-00-AS	96-28123-00-SC
02-28124-00-SM	96-04137-00-AS
97-14124-01-SC	97-04137-01-AC
00-11131-00-SM	88-15126-01-SC

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

BLR 7402 (Rev. 1-90)

SIGNED



ILLINOIS DEPARTMENT OF  
TRANSPORTATION

Fund Balance and Bank Reconciliation

MCLEAN COUNTY ROAD DISTRICTS

AUDIT REPORT NO. 51

Date: August 12, 2004

Audit Period Jan. 1, 2003 - Dec. 31, 2003

Fund Balance	Total		Outstanding Warrants
	Unobligated	Obligated	
Balance Previous Audit	(371,212.39)	2,223,831.46	1,852,619.07
Allotments & Cert.	2,112,983.51	0.00	2,112,983.51
Total MFT Funds	1,741,771.12	2,223,831.46	3,965,602.58
Approved Authorizations	(3,077,411.63)	3,077,411.63	0.00
Other Receipts		100,115.48	100,115.48
Total	(1,335,640.51)	5,401,358.57	4,065,718.06
Disbursements		2,078,947.81	2,078,947.81
Surplus (Credits)	661,936.01	(661,936.01)	0.00
Unexpended Balance	(673,704.50)	2,660,474.75	1,986,770.25
<b>Bank Reconciliation</b>			
Balance in Fund per Bank Certificate Dec. 31, 2003			
Deduct Outstanding Warrants			766,047.46
Add Outstanding Investments			11,277.21
Additions			1,232,000.00
Subtraction's			
Net Balance in Account Dec. 31, 2003			1,986,770.25

BLR 7403 (Rev. 1/90)  
IL 494-0654

Certified Correct

*A. Pappas*  
Auditor

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jeremy & Amy Masters, in case SU-04-23, parcel (24)-22-27-100-007. They are requesting a special use to allow an existing farm dwelling to be set aside from the farm on 10 acres as a single family residence in the Agriculture District due to unique circumstances on property which is part of Section 27, Township 23N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Old Town Township at 10000 N 2125 East Road, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on December 7, 2004 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 10.2 acre property is currently occupied by a farm dwelling. This property is gently sloping and hilly and drains to the southwest. The property has 30 feet of frontage on the west side of 2125 North Road, an oil and chip road 17 feet in width.

**SURROUNDING ZONING AND LAND USE** - The surrounding land is in the A-Agriculture District. The land to the north is occupied by a single family residence and pasture. The land to the south is in pasture. The land to the east is in crop production. The land to the west is in both crop production and woods.

**BACKGROUND:** - A farm dwelling was completed in 2003 on a 40 acre farm property of which this 10.2 acres is a part. The farm owner died in 2004 and left this dwelling, along with the 10.2 acres to one of the applicants, Amy Masters, who is the daughter of the former farm owner. The Zoning Ordinance allows older farm homes built before February 11, 1974 to be set aside from the farm by permit. Farm houses built after February 11, 1974 have to meet certain requirements of the Zoning Ordinance in order to be set aside. The Zoning Ordinance allows a farm owner to set aside one lot for every eighty acres as the original parcel existed on February 11, 1974. The Zoning Ordinance allows on the undesirable for farming criteria, one non-farm residence to be established per forty acres as the original parcel existed on February 11, 1974. The required lot area for either one of the previously described ways to build a home in the Agriculture District is on one to three acres. Lots in excess of this area must get a special use permit in order to be established, and only one special use permit is allowed on the undesirable criterion per farm tract as it existed in 1974. This farm was 209 acres on February 11, 1974. Four non-farm residential lots have been established on this 209 acre farm tract since February 11, 1974; this will be the fifth. This lot does not qualify to be set aside for a farm owner since there have been four other lots established from the original parcel that existed on February 11, 1974 and only two lots are allowed. This also does not qualify under the undesirable for farming category because no more than one special use permit per the original parcel as it existed on February 11, 1974, shall be allowed. Since February 11, 1974 there have been two lots established by special use permits and two lots by permit.

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

## STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants built a house in 2003 on a forty acre farm tract as an agricultural exemption and are now requesting to set aside the house on a ten acre tract. The Zoning Ordinance allows on the undesirable for farming criteria one non-farm residence per forty acres as the original parcel existed on February 11, 1974. The required lot area is one to three acres. Lots in excess of this area must obtain a special use permit; and only one special use is allowed per the farm tract as it existed on February 11, 1974. This farm was 209 acres on February 11, 1974. Since then, there have been four lots establish as non-farm residences and this will be the fifth, including two by special use. This application would qualify on one to three acres, but since it is on 10.2 acres it does not qualify unless the Zoning Board of Appeals finds unique circumstances that will allow it be approved by special use. Mrs. Masters's father, the former owner of this tract has recently passed away and willed three parcels from this farm tract to his children. The applicants claim and the Zoning Board of Appeals concurs that this is a unique circumstance because the house site was willed to them by Mrs. Masters's father prior to his death.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicants will need to obtain approval from the County Health Department for the well and septic system. The property has 30 feet of frontage on the west side of 2125 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance. The applicant will need to obtain an entrance permit from the Old Town Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met. The Zoning Ordinance allows a single family residential lot to be established on land undesirable for farming on one per forty acres as the farm existed on February 11, 1974. This parcel was 209 acres at that time and would

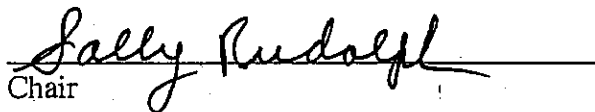
qualify for five lots, one by special use and the rest by permit on one to three acres. Two special use permits have already been granted, so any other lot has to be established on one to three acres. If this lot was on one to three acres, it would qualify under the undesirable criteria. The Zoning Board of Appeals finds that the application should be approved due to unique circumstances based on the farm owner leaving the farm dwelling on ten acres to his daughter.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes and there are unique circumstances to allow another special use to be established from the original farm tract as it existed on February 11, 1974.

Therefore this Board recommends that a special use be granted on the property described above to allow an existing farm dwelling to be set aside from the farm as a single family residence on 10.2 acres, provided the applicant obtains both an entrance permit from the Old Town Township Road Commissioner and a change of use permit from the Department of Building and Zoning.

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

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

  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz



RESOLUTION

REINSTATING A PRELIMINARY PLAN  
For the Wexford Hills Subdivision, File S-00-22

WHEREAS, Tracy Holman and Charles Stevens, have requested reinstatement of a preliminary plan for the Wexford Hills Subdivision, file S-00-22, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 42 residential lots and two out lots; and

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

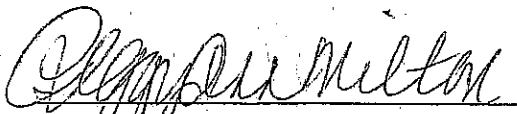
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Wexford Hills Subdivision be reinstated for two years from this date December 21, 2004; now, therefore,

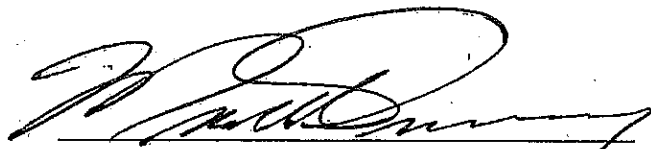
BE IT RESOLVED that the preliminary plan for the Wexford Hills Subdivision, File S-00-22, be and hereby is reinstated for a period of two years from this date December 21, 2004.

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

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT  
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-00-22

1. REFERENCE

- A. Meeting date: December 9, 2004
- B. Subdivider's name: Tracy Holman and Charles Stevens
- C. Subdivision name: Wexford Hills Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

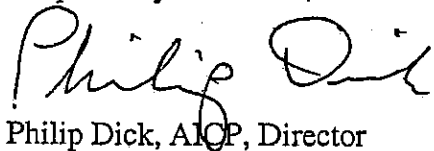
- A. Property location: Immediately south of Cheney's Grove Road approximately one mile southeast of Towanda Barnes Road
- B. Township: Old Town Township
- C. Parcel Numbers: 22-30-200-013 & 22-20-400-002
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Reinstate the preliminary plan for the Wexford Hills Subdivision – this was approved by the McLean County board on January 16, 2001 and has expired since the necessary permits from the Illinois Environmental Protection Agency have taken more three years to obtain – a preliminary plan expires three years after it is approved unless a final plat for at least part of the proposed development is recorded

3. DIMENSIONS & REVIEW:

- A. The 35 acre property contains 42 residential lots and 2 outlots.
- B. County Health Department: Recommends reinstating the preliminary plan for the Wexford Hills Subdivision.
- C. County Highway Department: Recommends reinstating the preliminary plan for the Wexford Hills Subdivision.

Staff recommends that the preliminary plan for the Wexford Hills Subdivision should be reinstated for two years.

Respectfully submitted,



Philip Dick, AICP, Director

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. Wagoner  
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

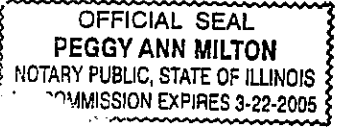
REBECCA C. McNEIL being  
Principal (print name)

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  
December 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. Krawczyk, Christine Macdonnell, Lori McDowell, Melissa L. Morris, Donna K. O'Crowly, Michael D. O'Donnell, James Platt, 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.

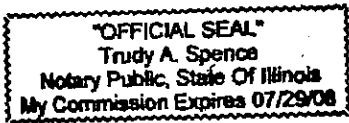


STATE FARM FIRE AND CASUALTY COMPANY

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.



**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

<b>Date</b>	<b>Board/Committee</b>	<b>Matter Discussed</b>	<b>Recommendation</b>
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

ILLINOIS FUNDS ELECTRONIC PAYMENT CLEARING ACCOUNT APPLICATION



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@mcleancountyiil.gov  
(Telephone Number)    (FAX Number)    (Contact Email Address-Email notification Yes/No)

www.mcleancountyiil.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
Peggy Ann Milton		_____	X
Maria Pascua		_____	X
Catherine Flynn		_____	X

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: \_\_\_\_\_



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

RESOLUTION  
OF THE McLEAN COUNTY BOARD  
ESTABLISHING MILEAGE REIMBURSEMENT  
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the McLean County Board annually reviews the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, pursuant to Section 4.2-1 of the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County the McLean County Board, at its regular meeting on December 21 2004, recommended that effective January 1, 2005, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 40.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 40.5 cents per mile effective as of January 1, 2005.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 40.5 cents per mile, effective as of January 1, 2005.

(3) That pursuant to 55 ILCS 5/4-10001, which provides, in part, that "County board members and the chairman of the county board are also entitled to travel and expense allowances as determined by the county board," County Board members and the Chairman of the County Board shall be reimbursed for mileage in connection with official business, including but not limited to attendance at board and committee meetings, at the rate of 40.5 cents per mile, effective as of January 1, 2005.

(2)

(4) That reimbursement for County Board members shall be determined based on the distance between the member's residence within the member's district and the location of the meeting attended.


(5) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials, employees and County Board members shall be reviewed annually by the McLean County Board.


(6) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

mileage\_reimb2005.res



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

Michael F. Sweeney  
Chairman

December 15, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the County Administrator to award the contract for Outside Auditing Services to Clifton Gunderson LLP, 301 S.S. Adams Street, Suite 900, Peoria, Illinois.

Your FINANCE COMMITTEE further respectfully recommends that the County Administrator is hereby authorized to execute a Letter of Engagement between Clifton Gunderson LLP and McLean County for the fiscal year 2004 general audit.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1  
Stan Heselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

District #7  
PA. "Sue" Berglund  
Bette Rackauskas

District #9  
Chris Kalapp  
Cathy Ahart

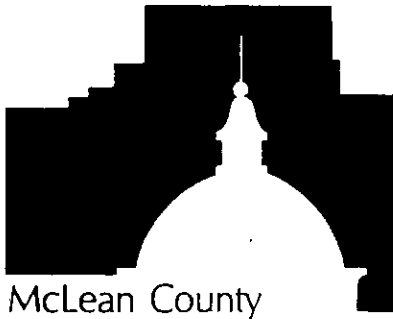
District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Hording  
Duane Moss

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

District #8  
Paul R. Segablano  
Tarl Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



**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



The Honorable Chairman and Members of the Finance Committee  
 December 2, 2004  
 Page Two

	<u>2004</u>	<u>2005</u>	<u>2006</u>
<u>McGladrey &amp; 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 &amp; 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

The Honorable Chairman and Members of the Finance Committee

December 2, 2004

Page Three

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.



(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  
Managers  
In-Charge and Staff

30 Hours  
120 Hours  
700 Hours  
Total: 850 Hours

60 Hours  
120 Hours  
815 Hours  
Total: 1,000 Hours

(3)

TECHNICAL QUALIFICATIONS

Clifton Gunderson LLP

McGladrey & Pullen

(Maximum of 10 points)

Audit Approach (cont'd)

- (2) Adequacy of Sampling Techniques
- (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 &amp; Pullen</u>		<u>Clifton Gunderson LLP</u>	
	<u>2004</u>	<u>2005</u>	<u>2004</u>	<u>2005</u>
Partners	\$180	\$185	\$140	\$144
Managers	\$120	\$125	\$95	\$98
Supervisory Staff	\$90	\$94	\$75	\$77
Staff	\$75	\$78	\$60	\$62

MANDATORY ELEMENTS  
(Maximum of 10 points)

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

(5)

McGladrey & Pullen

Clifton Gunderson LLP

(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.	10	10
	Sub-total:	50	50

TECHNICAL QUALIFICATIONS

(Maximum of 10 points)

(1)	The firm's past experience and performance on comparable government engagements.	8	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.	10	10
(3)	Adequacy of proposed staffing plan for various segments of the engagement.	8	9

(6)

	<u>McGladrey &amp; Pullen</u>	<u>Clifton Gunderson LLP</u>
(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>McGladrey &amp; 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





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

Michael F. Sweeney  
Chairman

December 15, 2004

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to approve the Maintenance Service Contract with Paxtons, Inc., Bloomington, Illinois, for the maintenance and service on five (5) typewriters.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Chris Kalapp  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

# Service Agreement

## PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

\_\_\_\_\_ McLean County Sheriff Department  
 \_\_\_\_\_ 104 W. Front St.  
 \_\_\_\_\_ Bloomington, IL 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date 1/1/05

Payable:  Monthly  Quarterly  Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

### Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

**Term**

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

**Service Availability**

Remedial service may be requested by calling the Service Dispatcher at:

\_\_\_\_\_ Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am  
| 5 pm

**Excluding holidays indicated**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day   | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day     | <input checked="" type="checkbox"/> Christmas Day    |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day        |

\_\_\_\_\_ Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

**Service and Maintenance Options**

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within \_\_\_\_\_ hours  
Zone 1 Standard Service within 24 hours  
Zone 2 Emergency Service within \_\_\_\_\_ hours  
Zone 2 Standard Service within \_\_\_\_\_ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

#### **Charges**

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

#### ***Exclusions***

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

#### ***Termination***

*This Agreement may be terminated under any of the following conditions:*

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

#### ***Hazardous Products***

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

#### *Limitation of Liability*

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

#### *Indemnification*

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

#### *General*

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

Customer Name McLean County Sheriff's Dept. unless we request termination



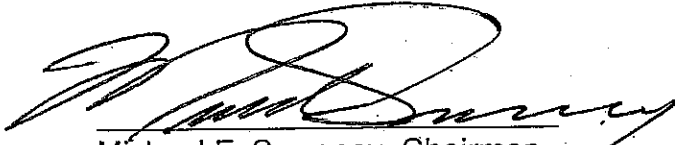
Address \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

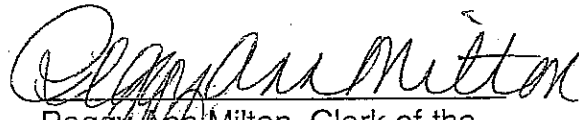
ADOPTED by the McLean County Board this 21<sup>st</sup> of December, 2004.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTESTED:



Peggy Ann Milton, Clerk of the  
McLean County Board

# Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034  
 Priced  Monthly  Quarterly  Annual

Model	Serial	Description	Option	PI#	Price
WW 35	11-WB144	Typewriter	Jay		\$150.00
WW 2500	11-24360	Typewriter	Cec Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29546	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
Total:					\$750.00

Accepted  
 Company Signature *Jim Killoran*  
 Printed Name Jim Killoran

Title Service Manager Date: \_\_\_\_\_  
 Company Signature *David Owens*  
 Printed Name David Owens  
 Title Sheriff Date: \_\_\_\_\_



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

Michael F. Sweeney  
Chairman

December 15, 2004

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Center, 370 Wabasha Street, North, St. Paul, Minnesota.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Heselton  
Don J. Cavallini

District #2  
Matt Sorensen  
Rick Dean

District #3  
Michael F. Sweeney  
Diane R. Bostic

District #4  
Ann Harding  
Duane Moss

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

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

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

District #8  
Paul R. Segobiano  
Tari Renner

District #9  
Chris Kalapp  
Cathy Ahart

District #10  
Benjamin J. Owens  
Bob Nuckolls



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

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

**Instructions to Vendors Wishing to Quote Prices For  
Chemical Agents to be used in Mclean County Jail Laundry  
and Dish Machine 2005**

Page 1

**Purchaser**

Purchaser is the Mclean County Sheriff's Department, Room 105 Law and Justice Center, 104 West Front Street, Bloomington, Illinois 61702-2400

**Bid Procedures**

Quotes shall be prepared on bid forms supplied by the Mclean County Sheriff's Department.

*The quotes shall be mailed to Tom Phares, McLean County Jail Superintendent, McLean County Sheriff's Department, 104 West Front, Bloomington, Illinois 61702-2400. The due date for the quotes is October 15, 2004.*

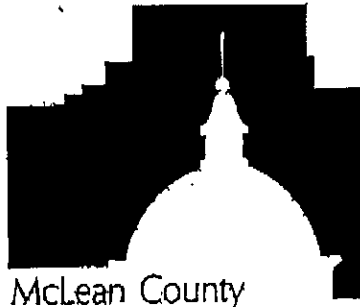
*All vendors will be required to conduct an on-site inspection prior to submitting quotes. The trays now being used are insulated. The dish machine is a Valnclean model VC 1000. Contact Tom Phares @ 309-888-5068 to set up an appointment. The quotes will be evaluated by the Sheriff and the successful vendor will be notified.*

**Specifications for quotes**

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares, Jail Superintendent @ 309-888-5068. Hours are Monday-Friday 8:30am- 4:30pm.

See Attached Chemical Agent Specifications;

See attached form for quotes



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

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

Chemical Bid 2005

Page 2

**CHEMICAL AGENT SPECIFICATIONS**

McLean County is requesting quotes for the following chemical agents

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer / Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent to be formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/ exceed the current needs for proper sanitation of the kitchen utensils and other items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet and/or exceed the current needs for the cleaning of the pots and pans.



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

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-3065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

Chemical Bid 2005 Page 3

- I. All chemical agents should be stored in (5) gallon containers. Containers must have the capability of being connected to the washing machine and dish machine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for upkeep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. Also, Material Data Safety Sheet shall accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing (3) 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10 3/4 X 14 1/2 X 2 1/8 trays, 6 oz. Cups, 10 oz. bowls, and service wear (3) times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31, 2005.)

## Chemical Quotes for 2005

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. TriStar Glo 15420 5gal/pail \$57.00/pail	yes	no (100% parts for Dispensing System)	3.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. Lamndri Destainer 15982 5gal/pail \$34.50/pail	yes	No (100% parts for Dispensing S. system)	3.5 pails	yes
LIQUID LOW-TEMP DISH MACHINE DETERGENT	Ecolab Inc. H.D. Eco Klense 14514 5gal/pail \$50.50/pail	yes	No <sup>yes RC</sup> <sup>10/11</sup> (100% parts for Dispenser System)	3 pails	yes
LIQUID LOW-TEMP DISH MACHINE RINSE	Ecolab Inc. Ultra Dry 15172 4.5gal/pail \$75.00/pail	yes	No <sup>yes RC</sup> <sup>10/11</sup> (100% parts for Dispensing System)	1	yes
LIQUID LOW-TEMP DISH MACHINE SANTIZER	Ecolab Inc. Ultra San 13961 5gal/pail \$30.50/pail	yes	No <sup>yes RC</sup> <sup>10/11</sup> (100% parts for Dispensing System)	1.5	yes
LIQUID DELIMER	Ecolab Inc. Lime-A-Way 12021 4/1gal \$33.50/cs.	yes	No (100% parts for Dispensing System)	1/3gallon	yes
Third Sink Sanitizer	Ecolab Inc. Ster Bac Blu 11023 4/1gal \$48.50/cs	yes	No 100% parts Dispensing System	2 gallons	yes
Pot and Pan Soap	Ecolab Inc. Solitaire 17301 4/5# \$115.00/cs	yes	No 100% parts for Dispensing System	1 capsule	yes

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Ron Christofferson

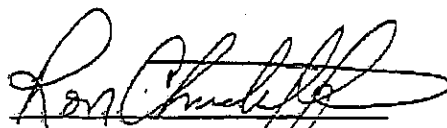
Date of Quote 10/11/04

Company Telephone Number 800-352-5326 ext. 2362

Total Quote for Chemicals \$ 7,779.50 (12 months)

Additional Comments

Signature of Authorized Agent



309-888-5068

## Chemical Quotes for 2005

	UNIT SIZE/ UNIT PRICE	AUTO DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION METERAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	5 GAL \$55.00 per 5 gal	YES	NO	7 PAILS	YES
LIQUID LAUNDRY DESTAINER/ BLEACH	5 GAL \$47.55 per 5 gal	YES	NO	3 PAILS	YES
LIQUID LOW-TEMP DISH MACHINE DETERGENT	5 GAL \$54.15 per 5 gal		NO	2.5 PAILS	YES
LIQUID LOW-TEMP DISH MACHINE RINSE	5 GAL \$60.95 per 5 gal		NO	1 PAIL	YES
LIQUID LOW-TEMP DISH MACHINE SANITIZER	5 GAL \$30.90 per 5 gal		NO	1.5 PAIL	YES
LIQUID DELIMER	4 - 1 GAL \$49.25per cs.			1 CS.	YES
Third Sink Sanitizer	APM #6 SANITIZER 2/1tr-\$34.40	YES	YES	1 - 2 ltr BOTTLE	YES
Pot and Pan Soap	APM SPARKLE 2/1tr-\$37.00	YES	YES	1 - 2 ltr BOTTLE	YES

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote NEWMAN & ULLMAN INC.

Name of Authorized Agent WILLIAM A. PARKER

Date of Quote OCTOBER 13, 2004

Company Telephone Number (309)353-7000

Total Quote for Chemicals \$ 904.62 per MONTH EST.

Additional Comments

Signature of Authorized Agent



*\$10,855.44 / YR*





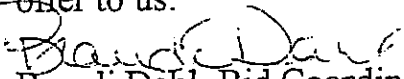
**BUNN  
CAPITOL  
COMPANY**

October 13, 2004

McLean County Sheriff's Department  
104 West Front  
Bloomington, IL 61702

Attn: Tom Phares

Thank you for the opportunity to bid on the Chemical Supplies, however at this time we are going to pass on the bid. We appreciate you extending the offer to us.

  
Brandi Dahl, Bid Coordinator ext. 5641  
e-mail: [brandi@bunncapitol.com](mailto:brandi@bunncapitol.com)

**Bunn Capitol Company**  
Serving the Foodservice Industry Since 1840  
1212 Stevenson Drive • P.O. Box 4227 • Springfield, IL • 62708  
217-529-5401  
1-800-252-9800

## CONTRACT – INMATE CHAPLAIN

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$10,293.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2005. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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 or set forth herein are incorporated herein by reference.

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

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

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

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of December 2004.

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Colleen Bennett

---

Sheriff Dave Owens

APPROVED:

---

Michael Sweeney, Chairman  
McLean County Board

ATTEST:

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



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

Michael F. Sweeney  
Chairman

December 15, 2004

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the Live-Scan Maintenance Agreement to Identix Incorporated, 5600 Rowland Road, Minnetonka, Minnesota 55343-4315.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

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

## MAINTENANCE AGREEMENT ADDENDUM

**Your System ID# is: IDX-103381. Please reference this number when placing a service call.**

### EQUIPMENT LOCATION

McLean County Sheriff's Department  
104 W. Front Street  
Bloomington, IL 61702

The "System" that is the subject of this Addendum is as follows:

<u>Model</u>	<u>Description</u>	<u>Qty</u>	<u>Helpdesk*</u> <u>Cost/Yr.</u>	<u>9/5**</u> <u>Cost/Yr.</u>	<u>24/7***</u> <u>Cost/Yr.</u>	<u>Preventative****</u> <u>Cost/Time</u>
TP-600NEC2	Livescan® IDX-103381	1	Included	Included	Included	\$120.00
TP-614LS	Duplex Printer	1	Included	Included	Included	85.00
TP-617PO	Ethernet LAN Adapter	1	Included	Included	Included	.00
TP-628N	NFS Server & Client	1	Included	Included	Included	.00
TP-666N	NATMS Protocol Support WSQ Compression	1	Included	Included	Included	.00
TP-626	Modem	1	Included	Included	Included	.00
TP-UPS	Power Supply	1	Included	Included	Included	.00
TP-RSMM	Remote Service Management	1	Included	Included	Included	.00
TP-691NECN	Accu-Capture Slap to Roll	1	Included	Included	Included	.00
EASE06280010-A	Back-up CPU	1	Included	Included	Included	.00
<b>Total (annual except for Preventative)</b>			<b>\$4,439.11</b>	<b>\$6,582.26</b>	<b>\$11,792.44</b>	<b>\$205.00</b>
<b>Pro-Rated 1 Month to Expire December 31, 2005</b>			<b>-\$369.93</b>	<b>-\$548.52</b>	<b>-\$982.70</b>	
<b>Agreement Total</b>			<b>\$4,069.18</b>	<b>\$6,033.74</b>	<b>\$10,809.74</b>	

### PERIOD OF COVERAGE:

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

\*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

\*\*\*Parts plus on site support 24 hours a day, 7 days a week.

\*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

EFFECTIVE DATE: February 1, 2005 – December 31, 2005

**PRICE:** "Please choose coverage": (Sales Tax additional if applicable to your state)

Helpdesk price = \$4,069.18 per year - Annual prepayment.

9/5 price = \$6,033.74 per year - Annual prepayment.

24/7 price = \$10,809.74 per year - Annual prepayment.

Preventative Maintenance Visits at \$205.00 per time x \_\_\_\_\_ times per year = \$ \_\_\_\_\_

TOTAL Cost \$ \_\_\_\_\_ Maintenance plus Preventative price (if any).

Please check type of preferred billing:  Annual Invoice or  Quarterly Invoice or  Monthly Invoice

### IDENTIX INCORPORATED

5600 Rowland Road

Minnetonka, MN 55343-4315

Attn: Contracts Administration

### MCLEAN COUNTY SHERIFF'S DEPARTMENT

*Billing Address: 104 W. Front Street*

Bloomington, IL 61702

BY: Debra Blanchard

NAME: Debra Blanchard

TITLE: Contracts Administrator

DATE: October 11, 2004

P.O. #:

BY: Michael Sweeney

NAME: Michael Sweeney

TITLE: Chairman, McLean County Board

DATE: 12-21-04

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

IDENTIX INCORPORATED, 1336 MARK NE, GRAND RAPIDS, MI 49525 (Attn: Debra Blanchard) PHONE 616-447-2626, FAX 616-447-2629  
CONFIDENTIAL PRICING INFORMATION

# IDENTIX INCORPORATED

## SYSTEM MAINTENANCE TERMS AND CONDITIONS

### I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

### II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for

which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix' Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a

significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' *Help Desk Maintenance Services* are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to

provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.

- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or components not authorized by Identix are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in

environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

### IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

### V. TERM AND TERMINATION

The term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of



thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

## VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

## VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

(INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

## VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

## IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.



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

Michael F. Sweeney  
Chairman

December 11, 2003

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department as follows:

Four (4) Chevrolet Impala 9C1 Police Interceptors to be purchased from Heller Chevrolet.

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of a vehicle for the Coroner's Office as follows:

One (1) Ford Expedition to be purchased from Heller Ford.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2005 the JUSTICE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department and the Coroner's Office. Funds for the purchase of vehicles for the Sheriff's Department and the Coroner's Office were approved in the Fiscal Year 2005 adopted budget of the County Board.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Chris Kalapp  
Cathy Aharl

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

# Vehicle trades for '05 Squads

Dealership	M 5 '99 Crown Vic	M 10 '03 Chevy Impala	M 12 '03 Chevy Impala	M 16 '03 Chevy Impala	M 20 '99 Crown Vic	M 20 '01 Crown Vic	CV '99 Dodge Ram	CS 24 '01 Crown Vic	CS 25 '01 Crown Vic	Parks '92 1500 PU	Parks '97 Crown Vic	Total
Heller Chevrolet	\$2,000.00	\$2,000.00	\$4,000.00	\$3,000.00	\$3,150.00	\$2,700.00	\$3,100.00	\$2,000.00	\$2,500.00	\$1,200.00	\$1,000.00	
Heller Ford	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,150.00	\$2,700.00	\$3,100.00	\$2,000.00	\$2,500.00	\$1,200.00	\$1,000.00	
Miles Chevrolet	\$2,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$3,000.00	\$3,100.00	\$3,200.00					
Barker Chevrolet	\$2,800.00	\$4,200.00	\$4,100.00	\$3,500.00	\$3,200.00	\$2,600.00	\$3,000.00					

## '05 Vehicle Bids

**Heller Chevrolet**      2005 Chevrolet Impala 9C1 Interceptor  
\$17,213.30

**Heller Ford**            2005 Ford Expedition            \$24,542.88  
2005 Ford Excursion            \$29,529.66  
2005 F150 Pick Up                \$15,367.30

**Miles Chevrolet**      2005 Chevrolet Impala 9C1 Interceptor  
\$17,389.00

**Barker Chevrolet**    2005 Chevrolet Impala 9C1 Interceptor  
\$18,157.66

**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

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING the LOCATION, BUSINESS PROPOSAL and LEASE of SPACE  
in the BASEMENT of the GOVERNMENT CENTER  
for a COFFEE KIOSK RETAIL FACILITY

WHEREAS, the Property Committee of the McLean County Board has received and reviewed a business proposal submitted by Mr. Kevin Crutcher, an independent, private entrepreneur, to locate and lease space in the basement of the Government Center for a Coffee Kiosk retail facility; and,

WHEREAS, plans for the proposed Coffee Kiosk retail facility are subject to review and final approval by the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, pursuant to the Lease Agreement approved by the Public Building Commission of McLean County, the City of Bloomington and the McLean County Board, McLean County is responsible for the Operation and Maintenance of the Government Center; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, December 9, 2004, recommended approval of the location, business proposal and lease of space in the basement of the Government Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, December 9, 2004, recommended that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the basement of the Government Center be prepared between Mr. Kevin Crutcher and McLean County; now, therefore,

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

- (1) The McLean County Board hereby approves the recommendation and business proposal to locate and lease space in the basement of the Government Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department.
- (2) The McLean County Board hereby approves the recommendation that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the basement of the Government Center be prepared between Mr. Kevin Crutcher and McLean County.



(2)

- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Director of Facilities Management, the Director of the McLean County Health Department, the First Civil Assistant State's Attorney, and the County Administrator.

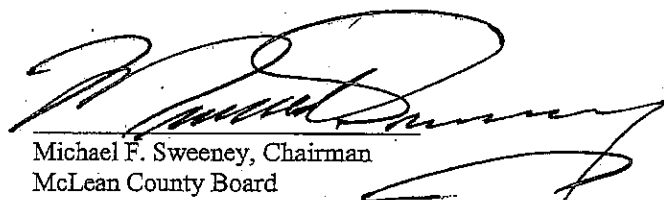
ADOPTED by the McLean County Board this 20<sup>th</sup> day of December, 2004.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

**Property Committee Proposal  
for a Coffee Kiosk**

**For:**

**Kevin Crutcher  
Owner of The Coffee Depot  
8 Blue Lake Court  
Bloomington, Il. 61704-1220  
(309)662-6275**

**RECEIVED**

NOV 17 2004

Facilities Mgt. Div.

**Proposed Business Location:**

**The Government Building  
Front and East street  
Bloomington, Il. 61701**

**Proposed Commissary Location:**

**Onsite within The Coffee Depot**

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## **2. Kiosk Plan**

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- Sinks
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- Plumbing
- Restroom Location

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- Coffees
- Steamed milk
- Flavored syrups
- Condiments
- Paper products
- Ice
- Pastries

## **5. Cleaning Supplies and Machine Care**

## **6. Seating**

## **7. Hours of Operation**

## **8. Clothing**

## **9. Operational Procedures**

- Opening duties
- Cleaning duties
- Closing duties

## **10. General Information**

- Meeting Health Department Codes

## **The Kiosk:**

The Kiosk, located in the lower level of the government building, will occupy the already existing commercial kitchen.

### **It will include:**

1. A permanent water line and drain.
2. A three door full size commercial NSF approved refrigerator.
3. A standard three compartment utensil sink with separate hand washing sink. NSF approved.
4. Washable interior construction.
5. Locking cabinets with a free standing storage closet for dry product  
See attached photo and description
6. Acrylic sneeze guard
7. Water softener cartridge & carbon activated filter for coffee brewer.
8. Access to 220v electrical, 50A electrical w/ 11 GFCI outlets.
9. All equipment will be supplied with training packages.

A permanent water line and a drain for the coffee equipment and sinks will be provided by the Government Center facilities manager or his designee. Public restrooms are located within 50 feet of the business.

### **Equipment:**

1. BUNN Airpot Brewer - automatic/programable. (see attached photo and description).
2. 6-8 Stainless steel lined air pots.
3. Vita-mix in-counter commercial grade blender.
4. Automatic Ice maker/dispenser already located at the proposed site.

**Storage and Dispensing:**

**Coffee:** All coffees come packed in 5-lb. cellophane bags, containing whole beans. All coffees will be stored in their original containers at least 6 inches off the floor and protected from splash.

Upon order, ground coffee is dispensed directly from a coffee grinder into a coffee filter to be brewed.

Spent grounds are placed into a trash receptacle. All coffee sold will go into single service disposable cups. Unused cups will be stored on the counter top behind the front of the kiosk and extra cups will be stored in a dry storage cabinet. All storage cabinets and refrigerators will have locks.

**Smoothie Mix:** For the menu items that involve flavored syrups, the syrup will be dispensed directly from a pump dispenser in the original syrup container, into the blender with ice for the purpose of making the smoothie upon request.

**Condiments:** Condiments consist of cinnamon, chocolate powder or cocoa, and nutmeg will be dispensed from shaker type canisters. Sugar and sugar substitutes will be provided in single serving paper packets and stored in their original containers or health department approved storage bins. The condiments requiring refrigeration (butter and cream cheese) will be stored in a refrigerator at a temperature of 40°F or lower, and served in individual serving packets.

**Paper Products:** All paper products will be stored in dispensers (napkin and straws) or in their original containers.

**Ice:** Ice will be dispensed from an ice maker/dispenser directly from the machine into a measuring cup for blended drinks or directly dispensed into a disposable drink cup.

**Pastries:** All pastry products will be displayed in a Plexiglas display case and served using wax paper squares or tongs to avoid contact with servers hand.

**Cleaning Supplies & Machine maintenance:**

1. Will abide by Health Department regulations.
2. Health department approved cleaning solution for the counter tops, tables, dishes, etc.

**Seating:** The proposed location has tables and chairs that can seat up to 100 people.

**Hours of Operation:**

Monday thru Friday, 8:00am to 11:00am.

**Clothing:** All workers will wear a clean apron during service hours.

**General Information:**

The coffee machine will meet appropriate standards. Applicable McLean County Health Department sections 750.100-750.1570 are addressed by section with the germane sections

Section 750.100 General- All food items will be obtained from appropriate providers who adhere to all federal and state laws.

Section 750.110 Special Requirements- All milk products will be pasteurized and will be Grade A quality standard as established by law. Milk will be stored in an appropriate refrigeration unit.

Section 750.120 General- Food Protection- Employees of The Coffee Depot will practice appropriate sanitation measures. Specific Food Items (e.g. bagels and donuts) will be covered in a clean container and dispensed with a tong or deli tissue. Potentially hazardous foods (milk products) will be stored in a refrigerator that will cool to below 41F. Milk products will be used and discarded in the appropriate time frames designated.

Section 750.130 General - Food Storage- Food items will be stored in a clean covered container that will rest on a counter approximately 36 inches high.

Section 750.140 Refrigerated Storage- The refrigerator unit will be equipped with a thermometer to ensure a temperature that is plus or minus 3 degrees from the actual temperature,

Section 750.150 Hot Storage- Coffee will be stored in accordance to the required temperature.

Section 750.160 General- Food Preparation- All employees will practice good hygiene and dispense food items according to the appropriate standard using tongs or deli tissue.

Section 750.170 Raw Fruits and Vegetables. Raw fruits will be washed in potable water before being dispensed.

Section 750.220 Non-dairy Products, Non-dairy creamers and whipping agents will be stored in the refrigeration unit.

Section 750.260 Non - potentially hazardous food on display will be protected from consumer contamination by use of a display case, and will be served by workers of The Coffee Depot only. Half and Half and 2% milk for coffee will be placed in thermal lined protected pour-type pitchers with a lid as described in section 750.310.

Section 750.330 Food supplies will be brought in their original containers from place of purchase and will be opened for use during working hours.



## **Operational Procedures:**

**Opening:** Prior to opening, the operator will perform the following steps:

- Place fresh supply of fruit and baked goods in designated place
- Prepare sanitizing solution per Health Department requirements
- Transfer adequate supply of product from storage cabinet to appropriate dispenser (coffee, cups, straws, napkins).
- Fill insulated pitchers with half and half and 2% milk

Total set up time is 30 minutes.

**Ongoing cleaning methods:** During operation, all surfaces will be frequently wiped down with disposable cloths dipped in sanitizing solution. Cart operators will wash their hands frequently. A hand sink with hot running water, hand soap, and paper towels will be provided within the work area with extra being stored in a storage closet.

**Closing and Clean-up:** At the end of each working day, the kiosk operator will perform these steps:

- Wash and sanitize all insulated pitchers filled with creamer. Place these items in their designated area for storage.
- Discard into trash receptacle, fresh pastries remaining in the display case.
- Wipe down all equipment and counter surfaces.
- Lock all cabinets.

STATE OF ILLINOIS  
COUNTY OF MCLEAN

A RESOLUTION FOR REAPPOINTMENT OF RICHARD FARR  
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION

WHEREAS, due to the expiration of term of Mr. Richard Farr as a member of the Sheriff's Office Merit Commission, it is advisable to consider an appointment to this position; and,

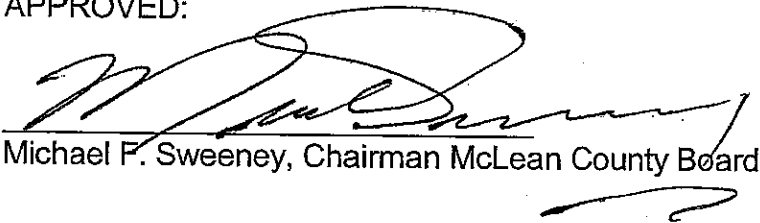
WHEREAS, the Chairman of the county board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Farr, as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Richard Farr and the McLean County Sheriff.

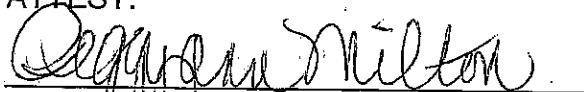
ADOPTED by the County Board of McLean County, Illinois, this 21st day of December, 2004.

APPROVED:



Michael F. Sweeney, Chairman McLean County Board

ATTEST:



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

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION OF APPOINTMENT OF SCOTT LAY AS A  
MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

**WHEREAS**, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

**WHEREAS**, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

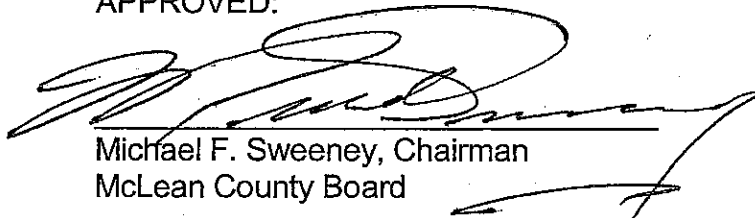
**WHEREAS**, due to the expiration of term Scott Lay, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

**BE IT RESOLVED** that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Scott Lay for the remainder of a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2007 or until a successor shall have been qualified and appointed.

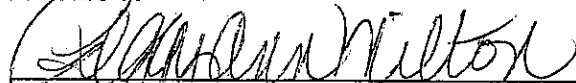
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this resolution of appointment to Scott Lay and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of October 2003.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

**A RESOLUTION FOR APPOINTMENT OF JOSEPH TRACY  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the resignation of Mark Miller as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,

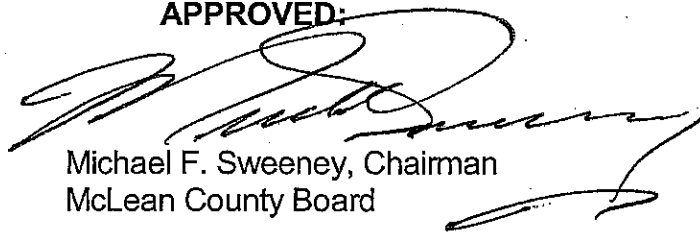
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Joseph Tracy as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

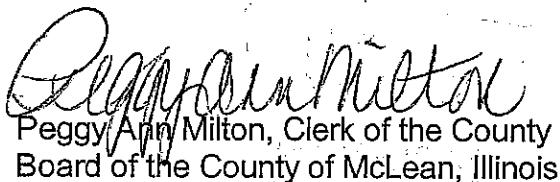
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this resolution of appointment to Joseph Tracy.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

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STATE OF ILLINOIS        )  
COUNTY OF McLEAN        )

A RESOLUTION FOR APPOINTMENT OF SHANE L. RUTHERFORD  
AS A MEMBER OF THE  
REGIONAL PLANNING COMMISSION

WHEREAS, due to the resignation of James Rutherford as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

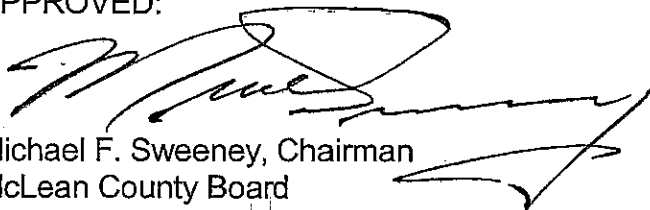
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Shane L. Rutherford as a member of the Regional Planning Commission for a three year term that expires on December 31, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Shane L. Rutherford and the Director of the McLean County Regional Planning Commission.

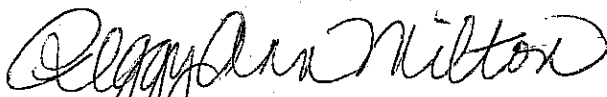
ADOPTED by the County Board of McLean County, Illinois, this 21st day of December, 2004.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JOHN BREESE  
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the death of Thomas N. Boyd, who was on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

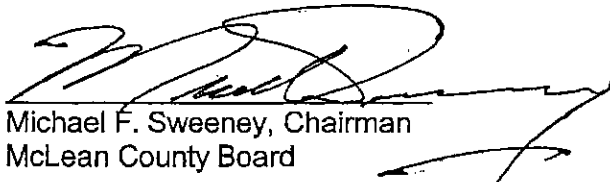
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of John Breese as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

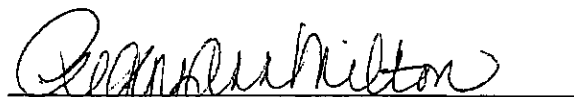
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to John Breese and Tom Shields, Attorney of the Pleasant Hills Cemetery Association.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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

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

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

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:

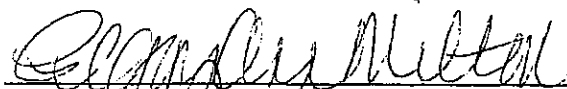
(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2005:

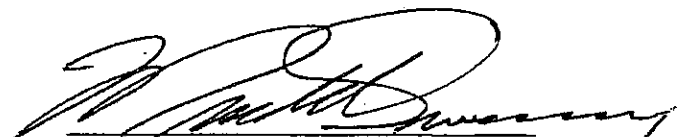
Tuesday	January 18, 2005	9:00 a.m.
Tuesday	February 15, 2005	9:00 a.m.
Tuesday	March 15, 2005	9:00 a.m.
Tuesday	April 19, 2005	9:00 a.m.
Tuesday	May 17, 2005	9:00 a.m.
Tuesday	June 21, 2005	9:00 a.m.
Tuesday	July 26, 2005	9:00 a.m.
Tuesday	August 16, 2005	9:00 a.m.
Tuesday	September 20, 2005	9:00 a.m.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

Members Sorensen/Ahart moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE

HOLIDAY SCHEDULE 5.92

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)

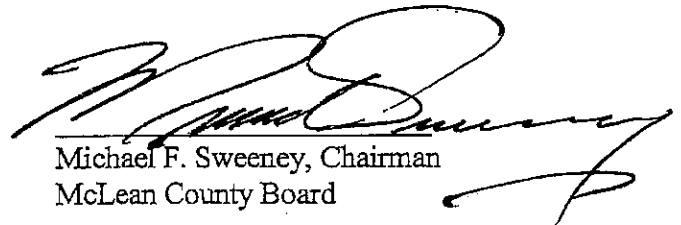
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2005 is hereby repealed effective December 31, 2004.

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

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Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report and various meeting minutes are found on pages 88-112 of the packet.

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

**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**

**AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE  
PARKS**

**BE IT ORDAINED** by the County Board of McLean County now in regular session that the aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.21-1 to read as follows:

- 35.21-1 Campsite fees.** The fees for the use of campsites are hereby established as follows:
- (A) For campsites, daily fees for parties of a maximum eight individuals shall be ~~\$10.00~~ \$11.00 for Residents of McLean County and ~~\$12.00~~ \$13.00 for non-residents of McLean County on primitive sites and ~~\$13.00~~ \$14.00 for residents of McLean County and ~~\$15.00~~ \$16.00 for non-residents of McLean County on 30 amp electrified campsites and ~~\$17.00~~ \$17.00 for residents of McLean County and ~~\$19.00~~ \$19.00 for non-residents of McLean County on 50 amp electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party.
  - (B) The fee for campsite reservations shall be 6.00 per campsite in addition to the deposit of one daily fee for such campsite. The reservation fees shall not be refunded, however, an alternative reservation may be made if the reservation is cancelled at least one day in advance of the date for which the reservation is made.

Amend subsection 35-21-4 to read as follows:

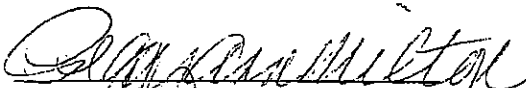
**35.21-2 Boat Concession Fees.** The fees for rental of watercraft and related equipment shall be:


Canoes	\$6.00 per hour or \$18.00 for operating day or overnight
Rowboats	<del>\$7.00</del> <u>\$8.00</u> per hour or <del>\$21.00</del> <u>\$23.00</u> for operating day or over night
Paddleboat	\$5.00 per hour
Sailboat	\$8.00 per hour
Seasonal Dock Mooring	\$200.00 McLean County Resident /\$300.00 Non-Resident of McLean Co.

This amendment shall become effective and in full force February. Adopted by the County Board of the County of McLean, Illinois, this 21st day of December, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman of the  
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: 11/30/2004

RE: Fees Ordinance Amendments

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget recommended and approved for Fiscal Year 2005 Budget by the McLean County Board:

**Campsite fees**

Non-electric campsites	<del>\$10.00</del> <u>\$11.00</u>	<del>\$12.00</del> <u>\$13.00</u>
Electric campsites 30 amps	<del>\$13.00</del> <u>\$14.00</u>	<del>\$15.00</del> <u>\$16.00</u>
Electric campsites 50 amps	<u>\$17.00</u>	<u>\$19.00</u>

**Boat Rental**

Hourly Row boat Rental	<del>\$7.00</del> <u>\$8.00</u>	<del>\$21.00</del> <u>\$23.00</u>
------------------------	---------------------------------	-----------------------------------

These fee changes are reflective of the Department's recommended budget and are based upon fees surveys of similar facilities within the region, an assessment of impact upon usage, increases in operating cost, and considers relevant associated improvements to facilities during the past and current year. Both Campground and Watercraft rental fees were last increased in 2003.

Members Bostic/Ahart moved the County Board approve a Request for 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 – Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

### 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

<u>Canoes</u>	<u>CR#</u>	<u>D.N.R.</u>	<u>ISU</u>	<u>Serial#</u>	<u>Value each</u>
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



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.

Members Bostic/Bass moved the County Board approve a Request for Approval of Watercraft Lease Agreement with Illinois State University – Parks and Recreation Department. Clerk Milton shows all Members present except Member Nuckolls who abstained voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:


**ATTACHMENT NUMBER 14 TO THE AMENDMENT TO THE LEASE AND  
OPERATION AND MAINTENANCE AGREEMENT FOR THE  
LAW AND JUSTICE CENTER**

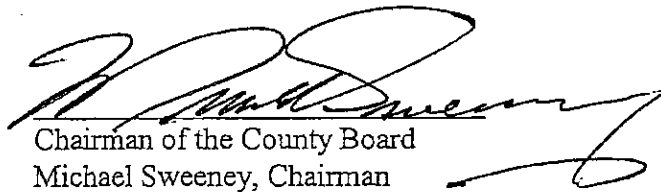
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2005, and ending on December 31, 2005, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,871,434.

This ATTACHMENT NUMBER 14 is executed this 7<sup>th</sup> day of December, 2004, by the officers of the Public Building Commission and on December 21<sup>st</sup>, 2004, by the officers of the County.

ATTEST:

APPROVED:

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

  
Chairman of the County Board  
Michael Sweeney, Chairman

ATTEST:

APPROVED:

  
John L. Morel, Secretary of the PBC

By:   
Robert W. Rush, Chairman

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DAVID C. WOCHNER  
ROBERT W. NEIRYNCK  
DAWN L. WALL  
ROBERT S. WHITE  
J. CASEY COSTIGAN  
CARRIE L. BOROWSKI  
BRIAN L. CURTIS

OF COUNSEL  
WILLIAM F. COSTIGAN  
WILLIAM S. BACH  
WILLIAM T. CAISLEY  
JOSEPH M. AMBROSE

**COSTIGAN & WOLLRAB, P. C.**

ATTORNEYS AT LAW  
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BLOOMINGTON, ILLINOIS 61702-3127  
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WILL F. COSTIGAN  
1886-1956  
FRED W. WOLLRAB  
1891-1971  
JAMES C. WOLLRAB  
1919-1989  
PAUL R. WELCH  
1936-2004

December 7, 2004

John Zeunik  
County Administrator  
7<sup>th</sup> Floor, Law & Justice Center  
Bloomington, IL 61701


RE: O&M Extension on Law & Justice Center

Dear John:

Enclosed are five copies of the Attachment No. 14 extending the O&M provisions to the year 2005. Please return two fully signed copies to me following the December 21<sup>st</sup> board meeting.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.

  
David C. Wochner

DCW/jir  
Enclosures

Members Bostic/Harding moved the County Board approve a Request for Approval of Attachment Number 14 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center – Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AND CONTRACT EXTENSION AGREEMENT NO. 2 EXTENDING THE  
LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT  
FOR OPERATION AND MAINTENANCE ALL  
DATED DECEMBER 3<sup>rd</sup>, 2002

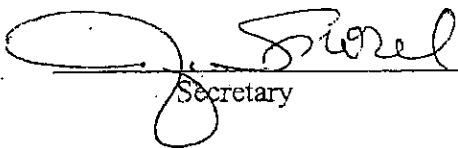
The undersigned as parties to that certain lease between them dated December 3<sup>rd</sup>, 2002, being a one year lease to the County commencing January 1<sup>st</sup>, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3<sup>rd</sup>, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1<sup>st</sup>, 2005 at an annual rent and payment of \$178,546 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$178,546.

This Extension Agreement is dated this 7<sup>th</sup> day of December, 2004.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

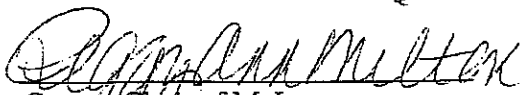
  
Secretary

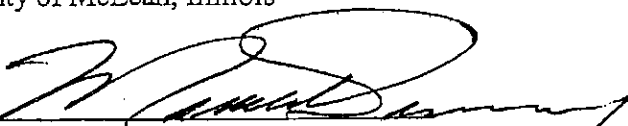
By:   
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

  
County Clerk of McLean  
County, Illinois

By:   
Chairman, County Board  
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

DAVID C. WOCHNER  
ROBERT W. NEIRYNCK  
DAWN L. WALL  
ROBERT S. WHITE  
J. CASEY COSTIGAN  
CARRIE L. BOROWSKI  
BRIAN L. CURTIS

OF COUNSEL  
WILLIAM F. COSTIGAN  
WILLIAM S. BACH  
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JOSEPH M. AMBROSE

**COSTIGAN & WOLLRAB, P. C.**

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1891-1971  
JAMES C. WOLLRAB  
1919-1989  
PAUL R. WELCH  
1936-2004

December 7, 2004

John Zeunik  
County Administrator  
7<sup>th</sup> Floor, Law & Justice Center  
Bloomington, IL 61701

RE: O&M Agreement Courthouse Building

Dear John:

I am enclosing five copies of Agreement No. 2 extending the lease for one additional year and providing for the O&M on the courthouse building. Please return two fully executed copies to me after the County Board meeting on December 21<sup>st</sup>.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.



David C. Wochner

DCW/jir  
Enclosures

Members Bostic/Selzer moved the County Board approve a Request for Approval of Lease and Contract Extension Agreement No. 2 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance – Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is on page 126-132 and if everyone will indulge me and turn to page 132 I would sure appreciate it. There is a nice concise letter there from Jack Moody, our Director of Facilities Management. It shows the cost of the acquisition of this lovely building and what all has been done to it. It should be noted, that the bottom line, the cost per square foot is \$80.64. People, that is remarkable.

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

**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 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

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

#### **VII. TRANSPORTATION**

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



## VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

## IX. LIABILITY

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

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

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

#### **X. SEVERABILITY**

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

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

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

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

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

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

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

#### **XIV. NOTICES**

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

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

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:**

\_\_\_\_\_  
Livingston County Board Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Livingston County Clerk

\_\_\_\_\_  
Date

**APPROVED:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date



**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 

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.

Members Renner/Hoselton moved the County Board approve a Request for Approval of Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center—Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**CONTRACT FOR COUNSELING SERVICES  
WITH MCLEAN COUNTY JUVENILE DETENTION CENTER**

This CONTRACT, made this 21st day of December, 2004, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2005, through December 31, 2005, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
  1. In-House services
    1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
    2. Assess and evaluate these youth as needed and requested.
    3. Provide crisis intervention and/or brief therapy as needed.
    4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
    5. Evaluate the need for psychotropic medication.
    6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
    7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$25,176 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 79.82 hr.
  - b. Scheduled In-house individual counseling \$ 44.33 hr.
  - c. Scheduled group counseling \$ 67.98 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice;
  - b. At the request of the BOARD upon thirty days written notice; or,
  - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. 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 or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other or further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.



Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
ROXANNE CASTLEMAN  
MCLEAN COUNTY JUVENILE DETENTION CENTER

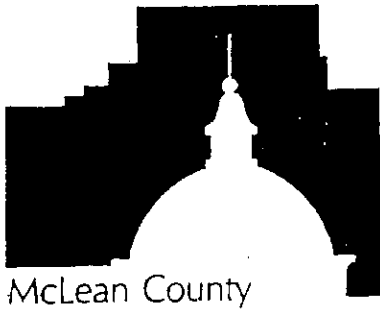
\_\_\_\_\_  
CATHY VOGEL

MCLEAN COUNTY BOARD

By \_\_\_\_\_  
MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:

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



**COURT SERVICES**

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

(309) 888-5360 Adult Division

Fax (309) 888-5434

(309) 888-5370 Juvenile Division

Fax (309) 888-5831

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## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RKC*  
Date: 11/22/2004  
Re: Mental Health Contract at the Juvenile Detention Center

---

I have attached for your review a proposed 2005 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2005. The total services provided will not exceed \$25,176.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2005.

I will be present at the Justice Committee meeting to answer any questions you may have.

RKC:mp

Attachment

Members Renner/Owens moved the County Board approve a Request for Approval of Contract for Counseling Services with McLean County Juvenile Detention Center – Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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:

APPROVED:

\_\_\_\_\_  
Judy Markowitz, Mayor  
City of Bloomington

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk  
City of Bloomington

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

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

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

\_\_\_\_\_  
Roger Aiken, Chief of Police  
City of Bloomington

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

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

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:

\_\_\_\_\_  
Wendelyn 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:

APPROVED AS TO FORM:

\_\_\_\_\_  
Renee Smith Byas, General Counsel  
Illinois State University

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

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

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

Members Renner/Cavallini moved the County Board approve Requests for Approval of an Intergovernmental Agreements between the County of McLean and the City of Bloomington, Town of Normal, and Illinois State University for Booking Services—Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion except for Member Moss who abstained from voting on all three agreements and Member Nuckolls who abstained from voting on the agreement with ISU. Motion carried.

Member Renner, Chairman, presented the following:



Rod R. Blagojevich, Governor  
William C. Burke, Director

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: \_\_\_\_\_



**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 Hawk*

**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.

Members Renner/Rackauskas moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, 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 21<sup>st</sup> day of December, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001— ESDA Department 0047. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,041.67 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked the Special Public Defender shall receive the \$1,041.67 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005 and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This 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 are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick  
306 E. Grove Street  
Bloomington, Illinois 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_

Alan J. Novick  
Attorney at Law

\_\_\_\_\_

Amy Johnson Davis  
McLean County Public Defender

\_\_\_\_\_

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

\_\_\_\_\_

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.



5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This 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 are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Anthony Tomkiewicz  
602 N. Main Street, Suite A  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

---

Anthony Tomkiewicz  
Attorney at Law

---

Amy Johnson Davis  
McLean County Public Defender

---

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

---

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, hereinafter known as, "the Special Public Defender":

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

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Keith Davis shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1<sup>st</sup>, 2005, and terminate on December 31<sup>st</sup>, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. 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 are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Room 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Keith Davis  
103 N. Main Street  
Bloomington, IL 61701

12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the date \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Keith Davis  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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



## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Lee Ann S. Hill is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to her by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This 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 are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Ms. LeeAnn S. Hill  
306 E. Grove Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

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Lee Ann S. Hill  
Attorney at Law

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Amy Johnson Davis  
McLean County Public Defender

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Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr. Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This 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 are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701



For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

John L. Wright, Jr.  
2406 W. Washington Street  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

---

John L. Wright, Jr.  
Attorney at Law

---

Amy Johnson Davis  
McLean County Public Defender

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Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

Members Renner/Rackauskas moved the County Board approve Requests for Approval of Contracts for Special Public Defenders with Alan J. Novick, Anthony Tomkiewicz, Keith Davis, Lee Ann Hill, and John L. Wright, Jr., Attorneys at Law—Public Defender's Office. Member Bostic asked the following: are these renewed annually? Member Renner responded yes. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AGREEMENT  
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 21<sup>th</sup> of December, 2004, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

## DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

### THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1, 2005 through December 31, 2005), provide compensation to the Dental Clinician at an hourly rate of \$132.45 portal to portal in addition to a monthly stipend of \$99.47 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2006 through December 31, 2006), compensation for services will be negotiated prior to the beginning of the second contract year.

## DENTAL CLINICIAN CONTRACT

Page Three

### IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2005 and terminate on December 31, 2006 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

Page Four

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the Dental Clinician upon thirty (30) days written notice.
  - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

**APPROVED:**

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Dennis R. Krug, D.D.S.

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David Owens,  
McLean County Sheriff

**APPROVED:**

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Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	November 22, 2004
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF THE CONTRACT WITH DENNIS KRUG, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract with Dennis Krug, DDS, for the provision of dental clinician services for the McLean County Adult Detention Facility expires on December 31<sup>st</sup>, 2004. At this time, we respectfully recommend that this contract with Dr. Krug be renewed for an additional two year time period with the rate of compensation for services to be negotiated on a yearly basis.

We also recommend that compensation for 2005 contract year be paid at an hourly rate of \$132.45 portal to portal in addition to a monthly retainer of \$99.47. These figures represent a 2% increase from the previous contract year.

Dr. Krug has provided dental assessments and services to inmates in need of dental care since May of 1995, and we have been extremely satisfied with his services. At the current time, Dr. Krug provides on-site dental evaluation and treatment once a week for approximately three hours and has continued to increase productivity with very few off site referrals.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

Members Renner/Owens moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion except Member Rackauskas who abstained. Motion carried.
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Member Renner, Chairman, presented the following:

CONTRACT 553140-CY05

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2005 through December 31, 2005, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$68,100) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,



- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
  - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
- |    |   |                   |
|----|---|-------------------|
| a. | Crisis Team screening and assessment response                     | \$60.00 hr/person |
| b. | Nurse consultation (phone or in person)                           | \$60.00 hr        |
| c. | On-site psychiatrist services<br>(phone or in person with travel) | \$137.00 hr       |
| d. | Psychiatrist sessions   | \$60.00 session   |
| e. | Scheduled In-house assessment & services                          | \$42.00 hr        |
9. This CONTRACT may be terminated for any of the following reasons:
- At the request of the AGENCY upon thirty days written notice; and,
  - At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. 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 or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

- 22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
 David Owens,  
 McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: \_\_\_\_\_  
 Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

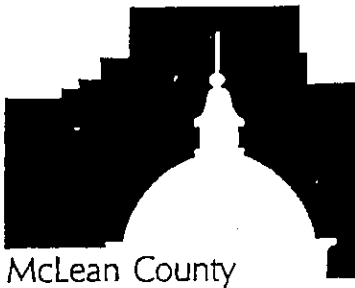
By: \_\_\_\_\_  
 P.A. "Sue" Berglund, President

McLEAN COUNTY BOARD

By: \_\_\_\_\_  
 Michael F. Sweeney, Chairman

ATTEST:

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



DETENTION FACILITY  
 HEALTH SERVICES DEPARTMENT  
 (309) 888-5069 FAX (309) 888-5933  
 104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

**MEMORANDUM**

DATE: November 22, 2004  
 TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE  
 FROM: JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

The current contract with the McLean County Center for Human Services expires on December 31, 2004. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, crisis intervention whenever necessary, and weekly two hour sessions by the MCDF Psychiatrist. The following is a comparison of actual rates per service for 2004 and proposed rates per service for 2005:

SERVICES:	2004	2005
Crisis Team Response-----	\$ 60.00/hr	\$ 60.00/hr
Nurse Consultation (not utilized)--	\$ 60.00/hr	\$ 60.00/hr
On-Site Psychiatrist Services-----	\$134.00/hr	\$137.00/hr
Psychiatrist Sessions (not utilized)	\$ 60.00/hr	\$ 60.00/hr
Scheduled In-house Services-----	\$ 41.00/hr	\$ 42.00/hr

Total anticipated expenditures for 2005 are \$68,100.00. This figure reflects fixed expenses of \$66,660.00 and approximate costs for an estimated twelve (12) crisis calls at \$1,440.00. Total budgeted figure for FY'05 is \$68,100.00, which reflects a 2.5% increase from the 2004 budget year. There are no additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We respectfully recommend renewal of this contract for contract year 2005, and we would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

Members Renner/Ahart moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AGREEMENT**

**MCLEAN COUNTY DETENTION FACILITY PHARMACEUTICAL SERVICES**

THIS AGREEMENT, made this 21<sup>st</sup> day of December, 2004, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and, a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies on a twenty-four hour, seven day per week basis for the inmates incarcerated at the McLean County Detention Facility
2. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff.
3. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
4. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
5. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility, including development of an MCDF Formulary.
6. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
7. Recommend needed supplies and equipment.
8. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
9. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the term of the Agreement.
10. By the mutual agreement of the parties, provide on-site delivery of stock and individual routine medications on a weekly basis and daily delivery of new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist, and consult with the MCDF Health Services staff

and with the Sheriff as Jail Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.

11. Arrange for pharmaceutical coverage during absences.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
13. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
14. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
15. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at a rate of Average Wholesale Price (AWP) minus 13%.
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1<sup>st</sup> 2005 and terminate on December 31<sup>st</sup>, 2006, unless terminated by either party in accordance with 14. a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDF Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the BOARD in so far as the manner and means of performing the services and obligations of the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
10. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
11. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the



McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.

14. This AGREEMENT may be terminated for any of the following reasons:
  - a) At the request of the PROVIDER upon sixty days written notice.
  - b) At the request of the Board upon sixty days written notice.
15. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

SIGNATURE PAGE

\_\_\_\_\_  
William M. Martin, R.Ph  
Merle Pharmacy No. 1, Inc.

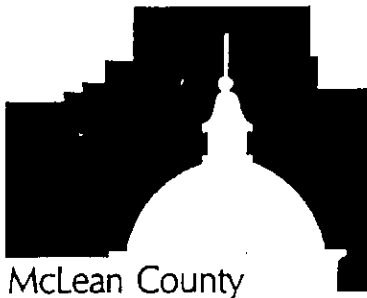
\_\_\_\_\_  
David Owens  
McLean County Sheriff

APPROVED:

ATTEST:

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

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



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	November 22, 2004
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JNA</i>

TOPIC: RECOMMENDATION FOR APPROVAL OF A CONTRACT WITH MERLE PHARMACY NO.1, INC. AND McLEAN COUNTY FOR PHARMACEUTICAL SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

William Martin, RPh, under the auspices of Merle Pharmacy No.1, Inc. has provided Pharmaceutical Services for the McLean County Detention Facility since January of 2002.

During the past three (3) years, we have been favorably impressed with the ability of Mr. Martin and the staff at Merle Pharmacy No. 1, Inc. to provide for the pharmaceutical needs of the McLean County Detention Facility, Health Services Department, and we respectfully recommend renewal of the contract agreement for an additional year.

Mr. Martin has agreed to provide us an additional 3% discount for the term of this contract, and also to assist the staff in the development of an MCDF Formulary for the Health Services Department in the near future.

We also would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

Members Renner/Harding moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.
--

Member Renner, Chairman, presented the following:

## PERMISSION TO REPRODUCE CERTAIN IMAGES FROM McLEAN COUNTY EJS PROGRAM

Permission is hereby granted by the McLean County Board (hereinafter "County") to McLean County Crime Stoppers, Inc., a not-for-profit corporation (hereinafter "Crime Stoppers"), to reproduce photo images of McLean County Jail mug shots resident in the McLean County EJS computer program (hereinafter "EJS mug shots") for the sole purpose of displaying such photo images only on Crime Stopper's internet website at: <http://www.mccrimestoppers.com>

This permission is subject to the following conditions:

1. Crime Stoppers shall be solely responsible for the copying and/or display of EJS mug shots on their website.
2. Crime Stoppers may obtain EJS mug shots as follows: Crime Stoppers shall email requests for EJS mug shot(s) to the County's Information Services Department. The requests shall include the social security number and date of birth for each person identified in the EJS mug shot(s). After receiving the email requests, the County's Information Services Department shall email copies of the EJS mug shot(s) to Crime Stoppers. The County does not guarantee the timeliness of its response to said requests. The County shall also have the right to refuse access to the EJS mug shot (s) requested, but such requests shall not be unreasonably refused.
3. Crime Stoppers may use the EJS mug shots on their website solely for the purpose of advising the general public of individuals who are fugitives from the law and only if documented by Court Order.
4. Crime Stoppers shall indemnify and hold the County of McLean, its Board, its elected and appointed officials, agents, and its employees harmless from any and all claims of from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this grant of permission, whether or not arising out of the partial or sole negligence of the County of McLean, its elected or appointed officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

5. Crime Stoppers shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County of McLean with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
6. This grant of permission may be revoked by the County upon seven (7) days written notice to the President of Crime Stoppers.

Adopted by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

APPROVED:

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

ATTEST:

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

**On behalf of Crime Stoppers, Inc., I hereby agree to the conditions set forth above.**

APPROVED:

\_\_\_\_\_  
Margie Meegan-Jordan, President

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

Members Renner/Dean moved the County Board approve a Request for Approval of Contract Providing Permission for McLean County Crime Stoppers to Reproduce Certain Images from McLean County EJS Program – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

E\*Justice System™

Work Order #15

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**WORK ORDER #15**

This is a Work Order which defines certain Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

**Consulting Services Topic:**

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

To provide professional services to: 1) perform the implementation of Phase I elements (Bond Management, Civil Case Relationships and Statuses, and Juvenile Case Management); 2) perform the elements of Phase II (Civil Case Management and Civil Cash Management development and implementation); and 3) initiate Phase III elements (Child Support, Exhibit Management, Appeals Processing, and Additional Requirements) as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E\*Justice System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Perform Implementation support, of not more than five (5) days in duration, for the implementation of Phase I software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- Perform the Phase II elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
- Perform Phase II software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case

Management and Civil Cash Management.

- Perform two (2) training classes, of not more than five (5) days in duration each, for software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management. Training classes will be delivered as Train-the-Trainer classes with class size limited to 10 attendees or as approved by Northrop Grumman.
- Initiate Phase III as defined in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. No Deliverable Materials are associated with this task as part of this work order.

#### **Deliverable Materials:**

The following Deliverable Materials shall be delivered to the County under this Work Order: Any delivers referencing documentation will be delivered to the County in a format of Northrop Grumman choosing.

- User Manual update for Phase II software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management
- System Administration Manual update for Phase II software enhancements to the E\*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management
- Training materials for use in Phase II Train-the-Trainer classes for software enhancements to the E\*Justice System as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management. Such materials shall be delivered to the County in electronic format and include on-line "help" documentation, training syllabuses and other related materials, as determined by Northrop Grumman.

#### **Work Order Price:**

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

**Price/Invoice and Payment:**

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month or as agreed, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK  
NORTHROP GRUMMAN  
ACCOUNT # 01310801  
P.O. BOX 8500-S-6365  
PHILADELPHIA, PA 19178-0001

**Completion Date:**

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2005 and shall be completed by December 31, 2005.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.



This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &  
MISSION SYSTEMS CORP.  
12011 Sunset Hills Road  
Attn: VAR1/6C38  
Reston, VA 20190

McLEAN COUNTY, ILLINOIS  
104 West Front Street  
Bloomington, IL 61701

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**INFORMATION SERVICES**

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

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

Bloomington, Illinois 61702-2400

**Request for Approval of  
Work Order 15**

November 30, 2004

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

Please find attached an agreement for Work Order #15 of our Integrated Justice project. Monies have been budgeted for this Work Order within the Fiscal Year 2005 budget.

Work Order 14 is the second work order providing for the implementation of a new Civil Case Management System in the Circuit Clerk's office and introduces management for Juvenile Court Services. Specifically this Work Order will provide professional services to implement Bond Management, Civil Case Relationships and Statuses, and Juvenile Case Management; develop and implement Civil Case Management and Civil Cash Management; and initiate identification of Child Support, Exhibit Management, Appeals Processing, and Additional Requirements

On behalf of the IJIS Board and IJIS Workgroup, I respectfully request the approval of Work Order #14 and welcome any questions you may have.

Craig Nelson  
Director  
McLean County Information Services

Members Renner/Owens moved the County Board approve a Request for Approval Integrated Justice Information Services (IJIS) Master Consulting Services Agreement; Work Order #15—Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et. seq., as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2005, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 2004 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

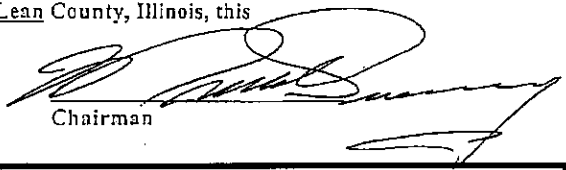
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist State's Attorneys in the discharge of their duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2005, commencing December 1, 2004, and ending November 30, 2005, by hereby appropriating the sum of \$27,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2005.

Passed and adopted by the County Board of McLean County, Illinois, this  
21st day of December, 2004.

ATTEST:

  
County Clerk

  
Chairman

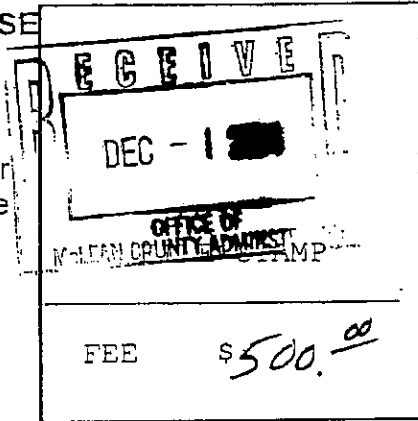
Members Renner/Rackauskas moved the County Board approve a Request for Approval of Resolution Approving McLean County's Continued Participation with the State of Illinois Appellate Prosecutor's Office – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is found on pages 210-224. We will probably have someone from an agency that deals with electronic monitoring to come to our next Justice Committee meeting on January 3, 2005 to let us know what the actual cost might be and what the logistics might be. It's a group that deals with similar counties of a similar size.

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

APPLICATION FOR A LICENSE  
TO  
OPERATE A RAFFLE

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.



LICENSE REQUESTED     Class A  
                                   Class B  
                                   Class C  
                                   Class D

APPLICANT

Name of Organization:            Central Catholic High School  
Mailing Address:                1201 Airport Road, Bloomington, Illinois 61704  
Telephone Number:              (309) 661-7000

This organization was established 1968 (date) and has been in existence continuously since that time with a bona fide membership engaged in carrying out its objectives. (Section 24.64-5)

DESIGNATED RAFFLE MANAGER

Name:                                Chuck Schanaberger, Director of Development  
Address:                            1201 Airport Road, Bloomington, Illinois 61704  
Telephone:                        (309) 661-7000

RAFFLE MANAGER'S BOND    (Check one)

- Fidelity Bond in the amount of \$ 300,000.00 attached as required in Section 24.67-1.
- Waiver of bond requested. (Attached sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town or village in which raffle chances are proposed to be sold or issued - provided such

city, town, or village has an effective agreement with McLean County for joining in licensing raffles.)

The time period during which raffle chances will be sold or issued will be from December 22, 2004, through May 16, 2005, both (date) (date) inclusive. (One year maximum.)

The determination of the winning chances will be held on May 16, 2005 (date) at 1201 Airport Road, Bloomington, Illinois, 61704 (exact location)

The price charge for each raffle chance sold or issued will be \$150.00 per chance.

**LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED**

PRIZE NO.	PRIZE OR MERCHANDISE	RETAIL VALUE
(01)	Lot 46 Monica Lane (Address to Follow)	\$200,000.00
(02)	Cash Prize of \$10,000.00	\$ 10,000.00
(03) - (05)	Cash Prizes of \$1,500.00	\$ 4,500.00
(06) - (10)	Cash Prizes of \$500.00	\$ 2,500.00
(11) - (20)	Cash Prizes of \$250.00	\$ 2,500.00
(21) - (40)	Cash Prizes of \$204.00	\$ 4,080.00
(41) - (50)	Cash Prizes of \$150.00	\$ 1,500.00
(51) - (70)	Free Tickets of \$150.00	\$ 3,000.00
	<b>Aggregate Retail Value of all Prizes or Merchandise</b>	<b>\$228,080.00</b>

Attach separate page if necessary to list all prizes or merchandise.

We, Joy Allen the presiding officer and Jeanne Osterbuhr the business manager of the Central Catholic High School being duly sworn, hereby attest that (exact name of applicant organization)

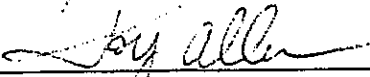
the aforesaid organization is a non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions)

- Charitable       Religious       Veterans       Business
- Educational       Fraternal       Labor       Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles;

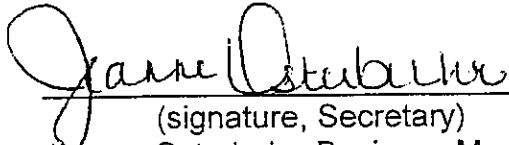
that we have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL



(signature, Presiding Officer)  
Jby Allen, Principal

Date: 11-29-04

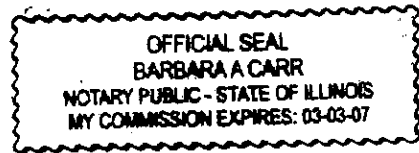


(signature, Secretary)  
Jeanne Osterbuhr, Business Manager

Date: 12-1-04

STATE OF ILLINOIS  
COUNTY OF McLEAN

Subscribed and sworn to before me  
this 1st day of December,  
2004.



  
Notary Public

This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the **McLean County Treasurer**.

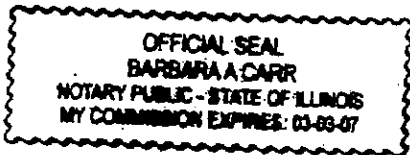
STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF McLEAN     )

AFFIDAVIT

I, MARTI A. RAVE, being first duly sworn, depose and state as follows:

1. That I am owner of real estate located at: Lot No.# 46 Monica Lane (Address to follow)
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean County Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.



Marti A. Rave  
MARTI A. RAVE

Subscribed and sworn to before me  
this 29<sup>th</sup> day of November, 2004

Barbara A Carr  
Notary Public

## STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee:	\$ 500.00	
B. Raffle Manager Bond:	\$ 4,500.00 (Estimated)	
C. Postage (est.):	\$ 6,300.00	
D. Printing (est.):	\$ 4,200.00	
E. Advertisement (est.):	\$13,200.00	
		<u>\$ 28,700.00</u>
III. Estimated Net Proceeds:		\$271,300.00
A. Labor for construction (est.)	\$ 71,500.00	
B. Construction materials (est.)	\$113,400.00	
C. Permits & fees (est.)	\$ 700.00	
D. Prizes (cash)	\$ 28,080.00	
		<u>\$213,680.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 57,620.00</u>



**AGREEMENT**

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this \_\_\_\_ day of December, 2004.

CENTRAL CATHOLIC HIGH SCHOOL,

By: *[Signature]*  
Its Authorized Officer



*[Signature]*

THE COUNTY OF McLEAN,

ATTEST:

By: \_\_\_\_\_  
Chairman, McLean County Board

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



Office of the General Counsel

3211 FOURTH STREET NE - WASHINGTON DC 20017-1194 - 202-541-3300 - FAX 202-541-3337

**IMPORTANT GROUP RULING INFORMATION**

June 20, 2003

FOR THE INFORMATION OF: Most Reverend Archbishops and Bishops, Diocesan Attorneys and State Conference Directors

SUBJECT: 2003 Group Ruling

FROM: Mark E. Chopko, General Counsel *MEC*  
(Staff: Deirdre Dessingue, Associate General Counsel)

---

Enclosed is a copy of the Group Ruling issued to the United States Conference of Catholic Bishops on June 10, 2003 by the Internal Revenue Service ("IRS"), with respect to the federal tax status of Catholic organizations listed in the 2003 edition of the Official Catholic Directory ("OCD")<sup>1</sup>. As explained in greater detail below, this ruling is important for establishing:

- (1) the exemption of such organizations from:
  - (a) federal income tax;
  - (b) federal unemployment tax (but see ¶5 of "Explanation" below); and
- (2) the deductibility, for federal income, gift and estate tax purposes, of contributions to such organizations.

The 2003 Group Ruling is the latest in a series that began with the original determination of March 25, 1946. In the 1946 document, the Treasury Department affirmed the exemption from federal income tax of all Catholic institutions listed in the OCD for that year. Each year, since 1946, in a separate letter, the 1946 ruling has been extended to cover the institutions listed in the current OCD<sup>2</sup>. The language of these rulings has remained relatively unchanged, except to reflect intervening modifications in the Internal Revenue Code ("Code"). The 2003 Group Ruling is consistent with the 2002 ruling.

Annual group rulings clarify important tax consequences for Catholic institutions listed in the OCD, and should be retained for ready reference. Rulings from earlier years are important to establish the tax consequences of transactions that occurred during those years.

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<sup>1</sup> A copy of the Group Ruling may also be found on the USCCB website at [www.usccb.org/ogc](http://www.usccb.org/ogc).

<sup>2</sup> Catholic organizations with independent IRS exemption determination letters are listed in the 2003 OCD with an asterisk (\*), which is explained at page A-6 and indicates that such organizations are not covered by the Group Ruling.

employee who is paid \$100 or more in a calendar year.<sup>3</sup> Services performed by diocesan priests in the exercise of their ministry are not considered "employment" for FICA (Social Security) purposes,<sup>4</sup> and FICA should not be withheld from their salaries. For Social Security purposes, diocesan priests are subject to self-employment tax ("SECA") on their salaries as well as on the value of meals and housing or housing allowances provided to them.<sup>5</sup> Neither FICA nor income tax withholding is required on remuneration paid to religious institutes for members who are subject to vows of poverty and obedience and are employed by organizations included in the Official Catholic Directory.<sup>6</sup>

7. **Form 990.** All organizations included in the OCD must file Form 990, Return of Organization Exempt from Income Tax, unless they are eligible for a mandatory or discretionary exception. *There is no automatic exemption from the Form 990 filing requirement simply because an organization is listed in the OCD.* Organizations required to file Form 990 must do so by the 15th day of the fifth month after the close of their fiscal year.<sup>7</sup> Among the organizations not required to file Form 990 under section 6033 of the Code are: churches; integrated auxiliaries of churches<sup>8</sup>; the exclusively religious activities of religious orders; schools below college level affiliated with a church or operated by a religious

---

<sup>3</sup> Section 3121(w) of the Code permits certain church-related organizations to make an irrevocable election to avoid payment of FICA taxes, but only if such organizations are opposed for religious reasons to payment of social security taxes.

<sup>4</sup> I.R.C. § 3121(b)(8)(A).

<sup>5</sup> I.R.C. § 1402(a)(8). See also, Compensation of Priests, at <http://www.usccb.org/bishops/dfi/dualtax.htm>.

<sup>6</sup> Rev. Rul. 77-290, 1977-2 C.B. 26. See also, Compensation of Religious, at <http://www.usccb.org/bishops/dfi/religiouscomp.htm>.

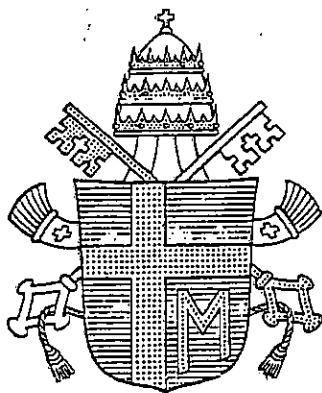
<sup>7</sup> The penalty for failure to file the Form 990 is \$20 for each day the failure continues, up to a maximum of \$10,000 or 5 percent of the organization's gross receipts, whichever is less. However, organizations with annual gross receipts in excess of \$1 million are subject to penalties of \$100 per day, up to a maximum of \$50,000. I.R.C. § 6652(c)(1)(A).

<sup>8</sup> I.R.C. § 6033(a)(2)(A)(i); Treas. Reg. § 1.6033-2(h). To qualify as an integrated auxiliary of a church, an organization must be described in section 501(c)(3), qualify as other than a private foundation, be affiliated with a church, and qualify as internally supported. A n organization will be considered internally supported unless it both:

- (1) Offers admissions, goods, services, or facilities for sale, other than on an incidental basis, to the general public (except goods, services, or facilities sold at a nominal charge or substantially below cost), and
- (2) normally receives more than 50 percent of its support from a combination of governmental sources; public solicitation of contributions (such as through a community fund drive); and receipts from the sale of admissions, goods, performance of services, or furnishing of facilities in activities that are not unrelated trades or businesses.

CALIFORNIA • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • WEST VIRGINIA • NEW YORK • NEVADA • ALABAMA • COLORADO • ARIZONA • MAINE • TEXAS • UTAH • ALASKA • GEORGIA • DELAWARE • ILLINOIS • KANSAS • NORTH CAROLINA • OREGON • NEBRASKA • KENTUCKY  
 NORTH DAKOTA • PENNSYLVANIA • SOUTH CAROLINA • SOUTH DAKOTA • MARYLAND • ARKANSAS • IOWA • LOUISIANA • WISCONSIN • TENNESSEE • IDAHO • NEW HAMPSHIRE • NEW JERSEY • NEW MEXICO • CONNECTICUT • FLORIDA • MASSACHUSETTS  
 INDIANA • OKLAHOMA • RHODE ISLAND • MONTANA • HAWAII • WASHINGTON • VIRGINIA • VERMONT • WYOMING • OHIO

1817



2000

# The Official Catholic Directory

Anno  
Domini

2000

Published Annually by  
P. J. Kennedy & Sons





Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE for Miscellaneous Term Bonds

Bond No. 08662328

Central Catholic High School

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No.,

08662328 dated the, 22nd day of December, 2003

in the penalty of Three Hundred Thousand and XX/100\*\*\*\*\* Dollars (\$ 300,000.00\*\*\*\*\*),

in favor of McClean County

, do hereby continue said bond in force for the further term of one year beginning on the 22nd day of December, 2004

Raffle: Dream House for Scholarships

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 7th day of December, 2004

Witness:

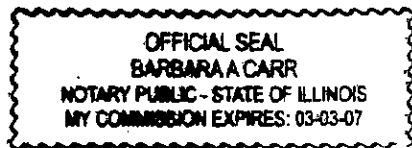
Barbara A Carr
Mignon Carr

Central Catholic High School, Jay A Allen (SEAL) Principal
Chuck Schaefer, Director of Development (SEAL) Principal

Melissa K. Jones

By Pamela Y. Majors, Attorney-in-Fact

LPM90001ZZ0500f



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Helen P. PARKER, James A. ROE, Allen J. GRAU, Pamela Y. MAJORS and Melissa K. HANES, all of Indianapolis, Indiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Helen P. Parker, James A. Roe, Allen J. Grau, Pamela Y. Majors, Melissa K. Hanes, dated August 13, 2002.

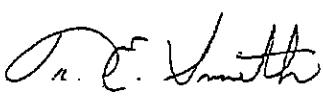

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



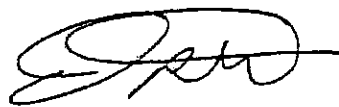

By:   
*T. E. Smith*      *Assistant Secretary*      *Paul C. Rogers*      *Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of July, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



  
*Dennis R. Hayden*      *Notary Public*  
 My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 7th day of December, 2004

  
Assistant Secretary





# RECEIPT

McLEAN COUNTY TREASURER

NO: 00014106

DATE: 12/02/2004

RECEIVED FROM: Central Catholic High School

500.00

Raffle License  
0001-0001-0001-0410-0051

CHARGE		
CHECK	500.00	1621
TENDERED	500.00	
DUE		00

500.00

COUNTY TREASURER REBECCA C. MCNEILL

Members Gordon/Hoselton moved the County Board approve a Request for Approval of a Raffle License for Central Catholic High School for a Class D Raffle. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: our General Report is found on pages 239-246.

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

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:

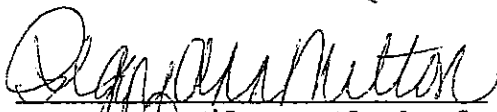
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 36,197	\$ 1,590	\$ 37,787
0515-0001	Part Time Employees	\$ 53,049	\$ (795)	\$ 52,254
0599-0001	County IMRF Contrib.	\$ 5,679	\$ 55	\$ 5,734
0599-0002	Employee Medical	\$ 2,660	\$ 108	\$ 2,768
0599-0003	Social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

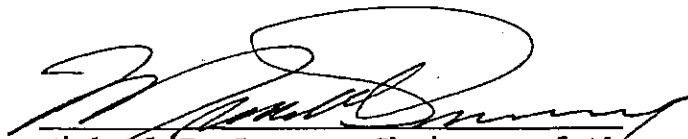
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

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

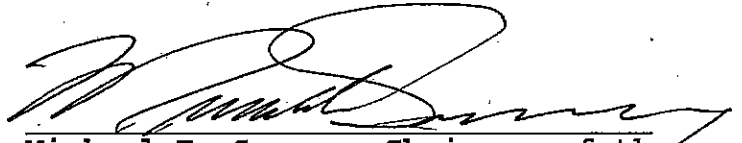
Adopted by the County Board of McLean County this 21<sup>st</sup> day of December, 2004.

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:

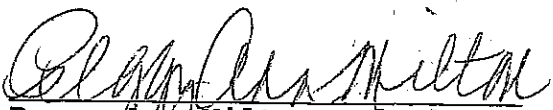
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0599-0002	Employee Medical	\$51,072	\$ 140	\$51,212
TOTALS:		\$51,072	\$ 140	\$51,212


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 21st day of December, 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

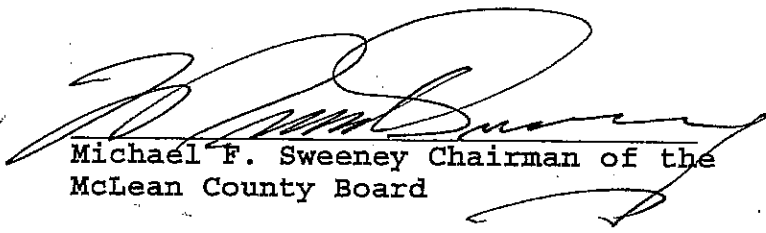
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 21st day of December, 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

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.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the a Communicable Disease Program associated with a Grant from the Illinois Department of Public Health to be used for Bioterrorism Preparedness Activities.

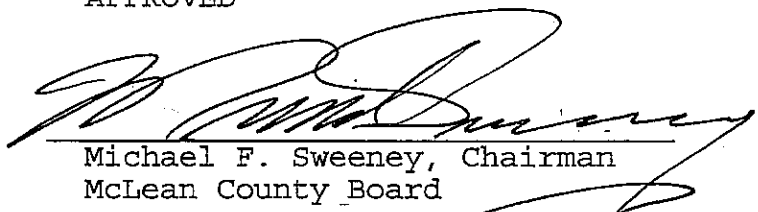
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position	Annual	FTE	Months	Now	New
			Classification					
Increase	0107-0061	0062	0503-8015		.40	1.0	.00	.03
Decrease	0107-0061	0062	0515-8015		.20	1.0	.20	.18

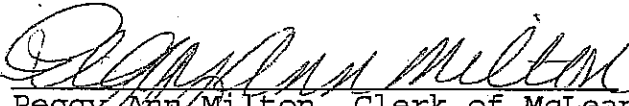
This Amendment shall become effective and be in full force immediately upon adoption.

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

APPROVED

  
 Michael F. Sweeney, Chairman  
 McLean County Board

ATTEST:

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

adm\budg\04FTEBioterroris2

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.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 16, 2004 which became effective on January 1, 2005; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the a Communicable Disease Program associated with a Grant from the Illinois Department of Public Health to be used for Bioterrorism Preparedness Activities.

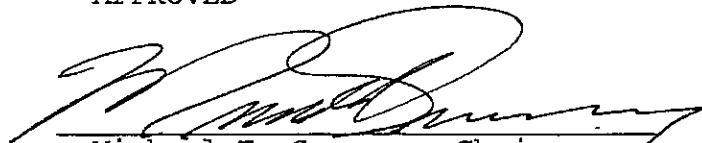
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position	Annual		Now	New
			Classification	FTE	Months		
Increase	0107-0061	0062	0503-8015	.40	12.0	.00	.40
Decrease	0107-0061	0062	0515-8015	.20	12.0	.20	.00

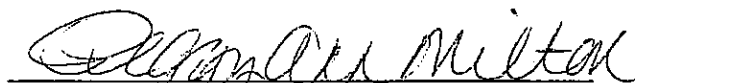
This Amendment shall become effective and be in full force immediately upon adoption.

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

APPROVED

  
 Michael F. Sweeney, Chairman  
 McLean County Board

ATTEST:

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

adm\budg\05FTEBioterroris2

Members Sorensen/Moss moved the County Board approve Requests for Approval of Ordinances of the McLean County Board Amending the 2004 and 2005 Combined Appropriation and Budget Ordinances for Fund 0107 and Fund 0012 and Resolutions Amending the Fiscal Years 2004 and 2005 McLean County Full-Time Equivalent Position Resolutions Associated with Ordinances to Amend the Fiscal Years 2004 and 2005 McLean County Combined Appropriation and Budget Ordinances for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

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 County Recorder's Document Storage Fund; and,

WHEREAS, the Finance Committee, at a meeting on December 7, 2004, recommended to the County Board approval of the request received from the County Recorder to reclassify two positions as part of an office reorganization; and,

WHEREAS, the Finance Committee approved the reorganization and amended the FY 2004 FTE Resolution accordingly, and made such changes without increasing the General Fund budget for the County Recorder's Office; and,

WHEREAS, the Finance Committee, at a meeting on December 7, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$1,052.00 to cover the cost of said reorganization; now, therefore,

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

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$1,052.00.
2. That the County Treasurer is directed to amend the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000 Unappropriated Fund Balance	\$ 63,139.00	\$ 1,052.00	\$ 64,191.00

3. That the County Auditor is directed to amend the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

(2)

0137-0006-0008-0503.0001

Full-time Employee Salaries

\$ 21,719.00

\$ 1,052.00

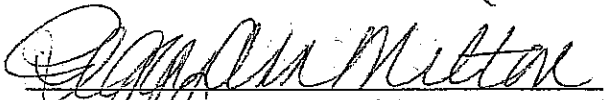
\$ 22,771.00

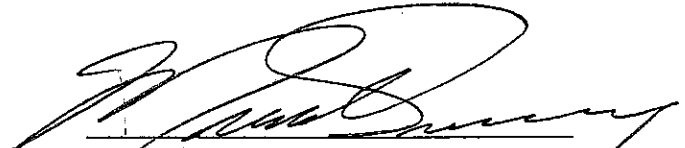
4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

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

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Ea\_recorder\_docstordec04\_fin.doc  
12/21/2004



McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

December 14, 2004

From: Lee Newcom

To: Hon. Members of the Finance Committee  
McLean County Board

Re: Position Reclassification Request For  
Chief Deputy Recorder and Office Support Specialist II  
Appraisal Method (PAM) Score Justification

In order to reorganize and improve the Recorder's office I am requesting the reclassification of the Chief Deputy position and the elimination of one Office Support Specialist I position to be replaced with one Office Support Specialist II position. These changes are budget neutral as the increases will be born in the Document Storage Fund of the office.

The reclassification and new position are necessary to accomplish the significant improvements the county needs to see in the Recorder's office, its professional management and improved work product. The changes reflect the significantly upgraded responsibilities and qualifications for Chief Deputy Recorder, and the more demanding nature of the responsibilities of one of the Deputy Recorders.

The two reclassifications are supported by the Position Appraisal Method (PAM) score using the criteria of the 2000 Classification and Compensation Study. This study anticipated and encouraged changes to the classifications of positions with changing circumstances. It reads, in part:

*A classification plan reflects the content and level of jobs at a given point in time. Thus, a job can be lowered or elevated in the classification structure, depending on the difficulty and responsibility of duties assigned by administrators. A classification plan is never intended to be static or rigid, or to fix jobs permanently into classes. Changes in the organization have a direct effect on jobs and, therefore, on the classification plan. (Classification and Compensation Study Final Report, Volume I, McLean County, May 2000, Page 10.)*

Following are the narratives for each position change

## Reclassification of the Chief Deputy position

Under the previous office holder the Chief Deputy had no authority in the office and did not participate in decision making in any manner. Her job differed from the other employees only in that she conducted the daily closing. Recently the month-end reconciliations were added to her responsibilities. She was not a decision maker, did not supervise or train employees, assign or evaluate work, participate in management decisions in the office, plan or order supplies, work with or engage in negotiations with outside vendors or engage in any strategic or long term planning for the future of the office. Her knowledge of the statutory responsibilities of the office was ignored.

Under my administration of the office the Chief Deputy position will have a significantly higher level of responsibility, requiring a higher level skill set and qualifications. Such an improvement in the training and qualifications of the Chief Deputy will impact the office by improving records management and financial reporting performance, public and professional service and the skills and achievement of our Recorder's employees. The County should expect such a level of improvement in order to make the McLean County Recorder's office a model for the state.

Following are three primary areas of change needed, with a general explanation of how the new Chief Deputy role will impact the need in the office.

### 1. Supervision of Employees

**Problem:** Employees have lacked proper supervision, daily task management, training, evaluation and coaching. It appears they have each operated in essentially an independent mode, acquiring skills and training from each other in no organized or supervised fashion. Employees have lacked direction and motivation to move beyond a narrow set of skills and responsibilities.

There is no sense in the office of teamwork or an organic operation of the office. Employees are not able to solve problems independently and lack training in the performance of functions in the office short of the narrow duties each performs. This leads to errors, improper or inconsistent recordation of records and allows problems to continue without being addressed.

The problem manifests itself in the poor to antagonistic relationship between employees, their lack of training on both the software that runs the office and systems used in the office. They have not developed the motivation to ask questions, seek solutions to problems or act independently in improving their own skills or the functioning of the office. There are many examples of how this lack of organization or management control has negatively impacted the office.

**Changes to the role of the Chief Deputy.** As Recorder I wish to aggressively address these problems. A major step in this direction will be to change the role of the

Chief Deputy. He will have day-to-day responsibility to assign and evaluate work, institute procedures, train, motivate, supervise, coach and mentor. He is expected to create an attitude of problem solving and excellence in both procedure and delivery of public service. The Chief Deputy will assist the Recorder in decision making regarding the above issues: hiring, motivation, training, evaluation, retention and termination of employees.

## **2. Technical Production and Technology Issues**

**Problem:** Although the Cott software has been in operation in the office for over two years, the employees still do not understand the complete system nor how it can be used to solve problems and work more efficiently. At my assuming the office the only copy of any office software was Microsoft Word 1997 on the Recorder's computer. No other office software existed in the office and employees did not use e-mail. The then Chief Deputy utilized a spreadsheet for a daily report, but did not understand the program or effective use of this tool.

**Changes to the role of Chief Deputy:** It is my goal as recorder to have complete proficiency of all employees in the office of all aspects of the Cott Resolution software, for all to communicate using e-mail for intra-office communications and to utilize the Microsoft Office Suite in the expected management roles of generating correspondence, reports, presentations and other documents useful to the office, and spreadsheets of pertinent financial and production data.

The Chief Deputy is already highly qualified in the MS Office environment and software suite. He will be charged with fully integrating us into this MS Office environment and training on use of the software. He will be expected to gain complete versatility and in-depth knowledge of the Cott Resolution software, be able to evaluate employee proficiency and depth of knowledge of the system, and to design and implement a training program to rectify problems and bring all employees up to a thorough knowledge and competence in the operation of the Resolution Recording software. He and I will be traveling to Cott's headquarters in Worthington, Ohio, in mid January to undergo two days of thorough and intensive training on the Cott software. There is no cost to this training other than transportation and lodging.

## **3. Office Procedures**

**Problem:** There are many small and large inefficiencies and unproductive procedures in the Recorder's office that need to be addressed by thorough analysis, planning and measurable standards. For example, as employees have each developed their own independent manner of doing each job, the office has suffered from inconsistent recording of documents and production. As there is no office procedure manual or institutional instructions of any kind, employees simply invent their own unique method for working with each office task. Without standards the daily entry of recording data contains errors or presents difficulties in searching and accurately finding records.

**New Chief Deputy Responsibilities:** The Chief Deputy will be assigned the task of flow-charting the office work-flow and determining how to implement standards of operation and recording. He will be streamlining procedures and systematizing wherever possible. He will produce an office standards manual that employees can refer to to complete their assignments in a consistent and measurable manner.

#### **4. Financial Reporting**

Although changes to the office in the past year have been successful in reducing many financial reporting problems, issues still exist to be addressed, including automating the daily report and creating a more complete understanding of the financial reports in the staff. Although the Cott software produces all of the data needed, the office currently produces the daily reconciliation manually from the Cott data.

**New Chief Deputy Responsibilities:** The Chief Deputy will use report generating software to design an automated daily report that is produced automatically. Further, he should be able to supervise the production and evaluation of daily, monthly and annual financial reports. He will interface with the County Administrator, Treasurer, Auditor, Finance Committee and such auditors as evaluate the office. He must be able to apply the recommendations of auditors and design changes or remedies as may be advised.

**Skills or Experience Required:** The Chief Deputy should have at least several years' management or supervisory experience, with demonstrated ability to manage, motivate, train and evaluate an office staff. Proficiency with Microsoft Office software and ability to quickly gain proficiency in and ability to train others in the Cott Resolution software is required. The Chief Deputy should have the financial and analytical ability to prepare, interpret and deliver detailed financial reports and to interface with and understand the staffs of the Treasurer's, Auditors, and Administrators offices, and the outside auditors.

## Position Appraisal Method (PAM) score changes

	Knowledge Ability	Supervision Responsibility	Scope Effect	Problem Solving	Authority	Public Contact	Physical Conditions	
Values	20	15	20	20	5	15	5	
Weight factor	II	II	III	IV	V	VI	VII	Total
Current	3	4	4	3	3	2	2	315
Proposed	4	4	5	3	3	2	2	355
Proposed								

### Justification for changes in value.

#### I. Knowledge/Ability

Current score 3

New score 4

To obtain a score of 4 the criteria adds “extensive knowledge of a set of rules, procedures, or operations requiring extended training or experience to perform a wide variety of interrelated and nonstandard or atypical assignments.”

In this case I desire the Chief Deputy to be extensively involved, at a higher technical level than before, in the creation and analysis of computer generated reports and database applications, reviewing complex office task relationships and designing new work-flows, monitoring yearly changes in the statute to insure our compliance, and a more aggressive role in applying accounting principals and policies advocated by outside auditors. Although these topics were part of the previous public discussion about the Recorder’s Office, none of these more intensive responsibilities were part of the portfolio of the Chief Deputy under the previous Recorder. In addition, the position will require a much higher level of financial expertise and oversight over office employees, requiring experience, and understanding of accounting and financial management principals.

#### III. Scope/Effect

Current score 4

New score 5

This evaluation category describes the independent initiative and authority of the employee. At the score of 4, this position works in “consults with his or her supervisor to work out what is to be done.” The score of 5 is described as “The employee receives direction from a department head or assistant department head. The employee is normally responsible for a significant program or major or critical activity of the department or major program.” This second description more aptly describes both the relationship with the Recorder as department head, and the independent nature of the decision making and supervision of the Recording and financial management of the office.

All other factor scores remain the same. The new factor rating rises from 315 to 355. This is a grade 8 position.

FY 2005  
MCLEAN COUNTY  
POSITION RECLASSIFICATION REQUEST

**PLEASE NOTE: All Personnel Request Forms are to be submitted to the County Administrator's Office by 4:30 p.m. on July 7, 2004.**

Department Name: Recorder Date Submitted: 12/08/04

Fund: # 0001 & 0137 Department: # 006

Program(s)/Percentage: # 0001 75.5 % # 0137 24.5 % # \_\_\_\_\_ %

**1. Effective date:**

2005 Budget Year (January 1, 2005)       Mid-Year; (July 1, 2005)       Other: December 1, 2004

**2. Current Position:**

**IMPORTANT - Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2004 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2005 budget preparation cycle.**

Classification Number: 0031 Position Title: Chief Deputy Recorder  
Pay Grade: 7

Status: Permanent Full-Time  Permanent Part-Time \_\_\_\_\_  
Temporary Full-Time \_\_\_\_\_ Temporary Part-Time \_\_\_\_\_

ANNUAL HOURS: 1950

**3. Proposed Position: If not an existing classification, attach a proposed job description (generic to the classification, rather than specific to the department, if possible).**

Classification Number: 0031 Position Title: Chief Deputy Recorder  
Pay Grade: 8

Status: Permanent Full-Time  Permanent Part-Time \_\_\_\_\_  
Temporary Full-Time \_\_\_\_\_ Temporary Part-Time \_\_\_\_\_

ANNUAL HOURS: \_\_\_\_\_

**4. Reason for Request:**

a)  Additional Workload       New Service/Program       Other: Increased job responsibility  
b)  Mandated by: \_\_\_\_\_       Not Mandated



5. **Essential Duties:** Describe 8 to 10 duties (those that involve at least 5% of the position's time) that are required. List them starting first with the most important and/or most frequently performed. Begin each duty statement with an action verb ("operates," "develops," "writes," "computes," "completes"). Attach extra pages if needed and number paragraphs to correspond to essential duties.

**Frequency:** Provide the approximate percent of time spent on each essential duty. The total of all percentages should not be more than 100 percent.

**Importance:** On a scale of 1 to 3, rate how important each essential duty is with (1) = somewhat important; (2) = very important; (3) = most important.

ESSENTIAL DUTIES / RESPONSIBILITIES	FREQUENCY	IMPORTANCE
Daily Supervision of Employees: Assign, motivate and monitor work product, progress and accuracy. Insure standards of public service. Evaluate employees and consult with Recorder regarding hiring, retention, and termination of employees.	30	3
Training Employees: Evaluate job performance and competency to determine training needs. Design and deliver training programs to increase the breadth of knowledge, competence and recording expertise of all employees in both Recording software and MS	20	3
Evaluate & monitor financial performance: Monitor daily, monthly, & annual financial reports to control expenditures & determine cost savings where possible. Evaluate labor needs based on the volume of work & demand for services. Use reports as guide to make labor changes based on volume of recordation in the office.	20	2
Technical Production and Technology. Maintain ongoing and current competence in the Cott Recording software	15	1
Advise and inform the Recorder: Use the daily experience in the office to advise the Recorder on decision making overall for the department.	5	1
Meet statutory standards. Review and monitor changes to Illinois Statute requirements for the office of the Recorder. Insure compliance for this office.	5	5
Control operations: Monitor usage of equipment and supplies to determine and institute efficiencies and cost effective usage.	5	1

100%

**6. Equipment used:** List any machines, tools, instruments, equipment, or vehicles used in performing the essential functions of the position. Give percent of time spent in operation of each.

Office computers and software. Printers, copiers, fax machine, Illinois Revenue Stamp machine, microfilm readers. Advanced understanding of office software principals and data structures. 100 %

---

%

**7. Licenses:** List any licenses or certificates required of the position in operation of equipment, vehicles, machinery, etc., and/or performance of job duties.

No special licenses required.

**8. Name and title of immediate supervisor:** (to whom the position reports and obtains direction).

Name: Lee Newcom Title: County Recorder

**9. Supervision:** List the names and official payroll title of each employee the position supervises, or is administratively responsible for, if five or fewer. If the position supervises more than five employees, give the number of employees under each title. If the position supervises no employees, write "none."

Sharon Dunham, Lead Deputy Recorder  
 Bob Clark, Deputy Recorder  
 Donna Casselman, Deputy Recorder  
 Darrell Mitchell, Deputy Recorder  
 Seasonal employees

**10. Indicate the activities that are part of the position's supervisory duties:** Check one or more activities that apply.)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Train                           | <input checked="" type="checkbox"/> Discipline                      |
| <input checked="" type="checkbox"/> Assign work                     | <input checked="" type="checkbox"/> Make recommendations for hiring |
| <input checked="" type="checkbox"/> Inspect work                    | <input type="checkbox"/> Hire                                       |
| <input checked="" type="checkbox"/> Coach and/or counsel            | <input checked="" type="checkbox"/> Recommend termination           |
| <input checked="" type="checkbox"/> Conduct performance evaluations | <input type="checkbox"/> Terminate others                           |

**11. Guidelines:** What are the key rules, regulations, laws, policies, procedures, guidelines available for performing the work? What instructions are provided for guidance?

The Recorder's office must meet Illinois Statutory requirements in our work product and addressing questions from the public. The office receives guidance from the Administrators, Treasurers and Auditors offices and from the annual outside auditors.

- 12. Review of work:** How is the position's work reviewed? What is the purpose of the review, i.e., accuracy, completeness, adherence to policies, procedures, schedules, etc.

The Chief Deputy Recorder is evaluated by the Recorder, based on performance of the duties detailed above, on a constant basis. Formal review conducted once per year per standard county procedures.

- 13. Internal and external contacts:** Describe contacts with people in other departments, with outside organizations, and with the general public. Describe the purpose and frequency of such contacts, i.e., to give or receive information, negotiate, resolve conflicts, disputes, etc.

INTERNAL: Prepare, provide, & deliver information to the Finance Committee of the County Board. Respond to inquiries for information. Frequency: once a month. Provide information & interaction with annual outside auditors. Evaluate & implement recommendations. Frequency: annually. Prepare or supervise daily reports on expenditures to the County Auditor. Frequency: several times a month. Prepare or supervise monthly reports to the County Clerk. Frequency: monthly. EXTERNAL: Public contact with title companies, lawyers, title searchers, & general public as they use the services of the office.

- 14. Decision-making:** What kinds of decisions is the position required to make? Give an example of the actions the incumbent recommends and the decisions the incumbent makes.

The Chief Deputy makes many decisions daily regarding operations of the office. Two recent examples: 1) Work flow of the office. The Chief Deputy is beginning the process of writing a comprehensive work flow of the office to evaluate efficiency and recommend changes in how we conduct our business and then implementing those changes. 2) Financial reporting decisions: Currently the Lead Deputy produces financial reports manually, using figures supplied by the COTT Recording system. Chief Deputy Everhart met with a COTT representative, questioning him about the format of the information and compatibility with report generating software. Based on this information, he determined that Crystal Reports will allow him to design a new report, which will eliminate the manually produced report.

- 15. Impact of decisions:** Describe the impact of decisions/recommendations made by the incumbent (i.e., financial impact, quality of service affected, productivity, operating results or policy direction affected, public relations, legal concerns).

The decisions of Chief Deputy will have significant effect on the financial performance of the office, success and retention of quality employees, quality and speed of public service.

- 16. Proposed PAM Score:** List the PAM (Position Appraisal Method) Score for the Current Position and your PAM Score for the Proposed Position. Additional guidelines can be obtained from the County Administrator's Office.

**Position Appraisal Method Factors**

	KNOWLEDGE	SUPERVISION	SCORE	PROBLEM	AUTHORITY	PUBLIC	PHYSICAL	
	ABILITY	RESPONSIBILITY	EFFECT	SOVING	ESULT	CONTACT	CONDITIONS	
VALUES								
TITLE/FACTOR								
CURRENT	3	4	4	3	3	2	2	315
PROPOSED	4	4	5	3	3	2	2	355

Department Head Signature: \_\_\_\_\_

*[Handwritten Signature]*

Date: 12-14-04

## **Creation of Office Support Specialist II position**

Under the current scheme the Recorder's office has four Deputy Recorders, classified as Office Support Specialist I, a grade 6 employee classification. Their duties include the following:

- Recording of documents by entering the information on the screens in the Cott Resolution software, printing and affixing to documents the Recorder's document sticker and occasional revenue stamps, and office support activities such as occasional filing and processing mail (2 employees 95% of their time, 1 employee 60% and one employee 10%).
- Scanning recorded documents to capture the image of the document for computer storage and retrieval (1 employee, 90% of his time).

One of these employees must perform a higher level of duty, which includes:

- Knowing statutory requirements for the office and being able to advise other employees and customers on statutory responsibilities of the office.
- Participating in the daily production of financial reports with the Chief Deputy.
- Acting as a "lead" employee with a more comprehensive knowledge of the office, a resource person available to other employees when needed and when the Recorder or Chief Deputy are out of the office or unavailable.
- The ability to manage the office and its systems, to close and produce daily financial reports when the Recorder or Chief Deputy are out of the office. These occasions will happen such as during vacations, being out-of-town for training seminars and for association meetings.

## **Budget**

This request is budget neutral for the change in the remaining 2004 and the previously approved 2005 budget. The increase to the office will be borne from the Document Storage Fund as the part of her job which involves imaging and as a resource person for the imaging portion of recording.

FY 2005  
MCLEAN COUNTY  
POSITION RECLASSIFICATION REQUEST

**PLEASE NOTE: All Personnel Request Forms are to be submitted to the County Administrator's Office by 4:30 p.m. on July 7, 2004.**

Department Name: \_\_\_\_\_ Recorder \_\_\_\_\_ Date Submitted: 12/08/04

Fund: # 0001 & 0137 Department: # 006

Program(s)/Percentage: # 0001 86 % # 0137 14 % # \_\_\_\_\_ %

**1. Effective date:**

2005 Budget Year (January 1, 2005)       Mid-Year; (July 1, 2005)       Other: December 1, 2004

**2. Current Position:**

**IMPORTANT - Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2004 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2005 budget preparation cycle.**

Classification Number: 0011 Position Title: Office Support Specialist I  
Pay Grade: 4

Status:      Permanent Full-Time       Permanent Part-Time \_\_\_\_\_  
                 Temporary Full-Time \_\_\_\_\_      Temporary Part-Time \_\_\_\_\_

ANNUAL HOURS: 1950

**3. Proposed Position: If not an existing classification, attach a proposed job description (generic to the classification, rather than specific to the department, if possible).**

Classification Number: 0012 Position Title: Office Support Specialist II  
Pay Grade: 6

Status:      Permanent Full-Time       Permanent Part-Time \_\_\_\_\_  
                 Temporary Full-Time \_\_\_\_\_      Temporary Part-Time \_\_\_\_\_

ANNUAL HOURS: 1950

**4. Reason for Request:**

a)       Additional Workload       New Service/Program       Other: \_\_\_\_\_  
b)       Mandated by: \_\_\_\_\_       Not Mandated

5. **Essential Duties:** Describe 8 to 10 duties (those that involve at least 5% of the position's time) that are required. List them starting first with the most important and/or most frequently performed. Begin each duty statement with an action verb ("operates," "develops," "writes," "computes," "completes"). Attach extra pages if needed and number paragraphs to correspond to essential duties.

**Frequency:** Provide the approximate percent of time spent on each essential duty. The total of all percentages should not be more than 100 percent.

**Importance:** On a scale of 1 to 3, rate how important each essential duty is with (1) = somewhat important; (2) = very important; (3) = most important.

ESSENTIAL DUTIES & RESPONSIBILITIES	FREQUENCY	IMPORTANCE
Record documents: enter into Cott Systems recording software, print and affix recorder's stamp, calculate amount and affix revenue stamps, process mailing of documents.	65	3
Produce or assist in producing financial reports for day-end closing, month-end and annual. Work with the Chief Deputy in analyzing reports and designing new ones when necessary to fit requirements of the office.	10	1
Support resource for other Deputy Recorders in interpreting the application of statutory requirements of the office and applying them to individual and changing situations.	5	3
Support resource for other Deputy Recorders in application and use of the recording software, methods and practices in it's use.	10	2
Answer questions for telephone and in-office customers. Provide answers based on recording experience and knowledge of statutory requirements.	10	2

100%

6. **Equipment used:** List any machines, tools, instruments, equipment, or vehicles used in performing the essential functions of the position. Give percent of time spent in operation of each.

Computer systems for entry of recording data. 85 %

---

Telephone, office copiers, stamp machine and other devices as may be necessary. 10 %

---

7. **Licenses:** List any licenses or certificates required of the position in operation of equipment, vehicles, machinery, etc., and/or performance of job duties.

None are required.

8. **Name and title of immediate supervisor:** (to whom the position reports and obtains direction).

Name: \_\_\_\_\_ Title: Chief Deputy County Recorder

9. **Supervision:** List the names and official payroll title of each employee the position supervises, or is administratively responsible for, if five or fewer. If the position supervises more than five employees, give the number of employees under each title. If the position supervises no employees, write "none."

Assist and lead:

Bob Clark, Deputy Recorder

Donna Castleman, Deputy Recorder

Darryll Mitchell, Deputy Recorder

Temporary employees seasonally.

10. **Indicate the activities that are part of the position's supervisory duties:** Check one or more activities that apply.)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Train                | <input type="checkbox"/> Discipline                      |
| <input type="checkbox"/> Assign work                     | <input type="checkbox"/> Make recommendations for hiring |
| <input checked="" type="checkbox"/> Inspect work         | <input type="checkbox"/> Hire                            |
| <input checked="" type="checkbox"/> Coach and/or counsel | <input type="checkbox"/> Recommend termination           |
| <input type="checkbox"/> Conduct performance evaluations | <input type="checkbox"/> Terminate others                |

11. **Guidelines:** What are the key rules, regulations, laws, policies, procedures, guidelines available for performing the work? What instructions are provided for guidance?

County rules as codified by the County Board. Rules of the office established by the Recorder. Illinois State Statutory requirements.

- 12. Review of work:** How is the position's work reviewed? What is the purpose of the review, i.e., accuracy, completeness, adherence to policies, procedures, schedules, etc.

Once a year the employee is evaluated for all of the above using the standard County criteria. Ongoing performance reviews monthly with the Recorder and Chief Deputy regarding the assignment and completion of tasks.

- 13. Internal and external contacts:** Describe contacts with people in other departments, with outside organizations, and with the general public. Describe the purpose and frequency of such contacts, i.e., to give or receive information, negotiate, resolve conflicts, disputes, etc.

Contact with Cott Systems in solving software issues. Interface with County Treasurer, Auditor and other offices on financial reports. Serve the public both in-person and by telephone.

- 14. Decision-making:** What kinds of decisions is the position required to make? Give an example of the actions the incumbent recommends and the decisions the incumbent makes.

Makes the decision of what statutory requirements are applied to individual situations and questions. Decides the best course of action in offering advise and direction to both the employees and public.

- 15. Impact of decisions:** Describe the impact of decisions/recommendations made by the incumbent (i.e., financial impact, quality of service affected, productivity, operating results or policy direction affected, public relations, legal concerns).

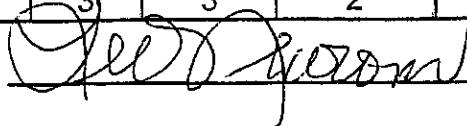
Financial integrity assured through accurate reporting. Proper financial reporting of information is aided through accurate answers to questions. Quality of service to the public and intra-county is influenced.

- 16. Proposed PAM Score:** List the PAM (Position Appraisal Method) Score for the Current Position and your PAM Score for the Proposed Position. Additional guidelines can be obtained from the County Administrator's Office.

**Position Appraisal Method Factors**

	KNOWLEDGE	SUPERVISION	SCOPE	PROBLEM	AUTHORITY	PUBLIC	PHYSICAL	
	ABILITY	RESPONSIBILITY	EFFECT	SOVING	ES	CONTACT	CONDITIONS	
VALUES								
TITLE FACTOR	I	II	III	IV	V	VI	VII	POINT
CURRENT	2	2	2	2	2	2	2	200
PROPOSED	3	3	3	3	2	2	2	275

Department Head Signature: \_\_\_\_\_



Date: 12/14/04



**RESOLUTION AMENDING THE FISCAL YEAR 2004  
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR THE COUNTY RECORDER'S OFFICE**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, the County Recorder has recommended that the present staffing in the County Recorder's Office be reorganized in order to improve efficiency and effectiveness and to take advantage of technology capabilities and better serve the public; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 7, 2004, approved the proposed reorganization of staff in the County Recorder's; and,

WHEREAS, the Finance Committee, at its meeting on December 7, 2004, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the County Recorder's Office; now, therefore,

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

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0006-0008	07	503.0031 Chief Deputy Recorder	1.00	(1.00)	0.00
0001-0006-0008	08	503.0031 Chief Deputy Recorder	0.00	0.75	0.75
0137-0006-0008	08	503.0031 Chief Deputy Recorder	0.00	0.25	0.25
0001-0006-0008	04	503.0011 Office Support Specialist I	2.00	(1.00)	1.00
0001-0006-0008	06	503.0012 Office Support Specialist II	0.00	0.85	0.85
0137-0006-0008	06	503.0012 Office Support Specialist II	0.00	0.15	0.15

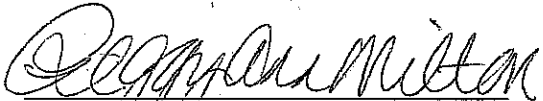
(2)

The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator.

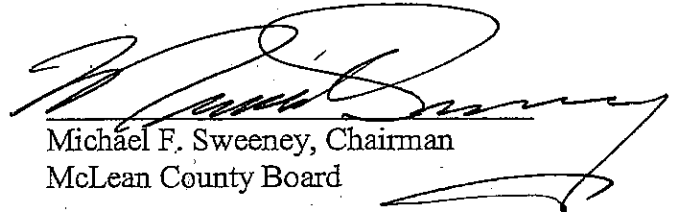
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of December, 2004.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

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RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE COUNTY RECORDER OF DEEDS  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the County Recorder of Deeds has prepared and presented to the Finance Committee a reorganization plan for the Recorder of Deeds Office; and,

WHEREAS, the County Recorder of Deeds, as part of an office reorganization plan, has recommended that the position of Chief Deputy Recorder be reclassified from a Pay Grade 7 to a Pay Grade 8; and,

WHEREAS, the County Recorder of Deeds has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on Tuesday, December 21, 2004, recommended approval of the request of the County Recorder of Deeds to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder; now, therefore,


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

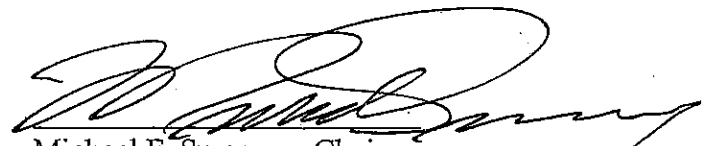
- (1) That the County Recorder of Deeds is hereby authorized to offer a starting salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder.
- (2) That the County Recorder of Deeds is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder of Deeds, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board 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

**An EMERGENCY APPROPRIATION Ordinance**  
**Amending the McLean County Fiscal Year 2005**  
**Combined Annual Appropriation and Budget Ordinance**  
**County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

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

WHEREAS, the Finance Committee, at a meeting on December 7, 2004, recommended to the County Board approval of the request received from the County Recorder to reclassify two positions as part of an office reorganization; and,

WHEREAS, the Finance Committee approved the reorganization and amended the FY 2004 FTE Resolution accordingly, and made such changes without increasing the General Fund budget for the County Recorder's Office; and,

WHEREAS, the Finance Committee, at a meeting on December 7, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$14,022.00 to cover the cost of said reorganization; now, therefore,

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

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$14,022.00.
2. That the County Treasurer is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 79,146.00	\$ 14,022.00	\$ 93,168.00

3. That the County Auditor is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

(2)

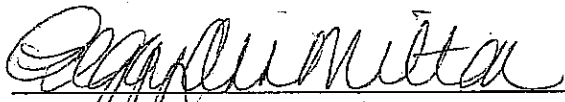
0137-0006-0008-0503.0001			
Full-time Employee Salaries	\$ 45,232.00	\$ 14,022.00	\$ 59,254.00

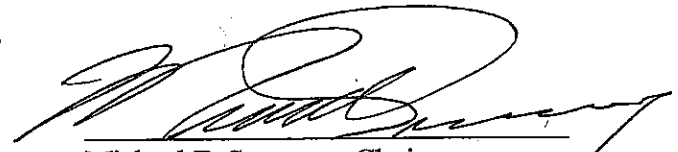
4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

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

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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12/21/2004

**RESOLUTION AMENDING THE FISCAL YEAR 2005  
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR THE COUNTY RECORDER'S OFFICE**

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

WHEREAS, the County Recorder has recommended that the present staffing in the County Recorder's Office be reorganized in order to improve efficiency and effectiveness and to take advantage of technology capabilities and better serve the public; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 7, 2004, approved the proposed reorganization of staff in the County Recorder's; and,

WHEREAS, the Finance Committee, at its meeting on December 7, 2004, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the County Recorder's Office; now, therefore,

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

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0006-0008	07	503.0031 Chief Deputy Recorder	1.00	(1.00)	0.00
0001-0006-0008	08	503.0031 Chief Deputy Recorder	0.00	0.75	0.75
0137-0006-0008	08	503.0031 Chief Deputy Recorder	0.00	0.25	0.25
0001-0006-0008	04	503.0011 Office Support Specialist I	2.00	(1.00)	1.00
0001-0006-0008	06	503.0012 Office Support Specialist II	0.00	0.85	0.85
0137-0006-0008	06	503.0012 Office Support Specialist II	0.00	0.15	0.15

(2)

The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator.

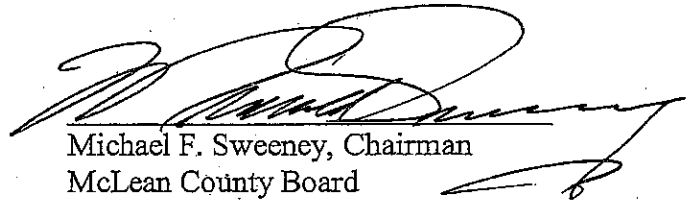
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of December, 2004.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Recorder\_reorgfteamendfy05.dec04

Members Sorensen/Berglund moved the County Board approve Requests for Approval of Emergency Appropriation Ordinances Amending the Fiscal Years 2004 and 2005 Combined Annual Appropriation and Budget Ordinance—County Recorder’s Document Storage Fund, 0137—County Recorder’s Office 0006; Resolutions Amending the Fiscal Years 2004 and 2005 Full-Time Equivalent Positions Resolution; Resolution of the McLean County Board Authorizing the County Recorder of Deeds to Offer a Salary above the Starting Maximum Salary—County Recorder’s Office. Member Bostic asked the following: is this what we talked about in the Executive Committee meeting? Chairman Sweeney stated the following: I think so. Member Bostic/Bass made a Substitute Motion to move this back to the Finance Committee. Member Sorensen stated the following: the Finance Committee has spent about two hours working on this topic already. We sent Mr. Newcom packing two weeks ago to come back with some more information for a stand-up meeting. That meeting started at 8:00 a.m. and we went over it again. I am not sure that the Finance Committee has anything else that we can talk about or do with this. To that end, I appreciate the sentiment that Member Bostic presents but my guess is that you will see the same thing come back next month. I guess I would just as soon have this resolved today. Member Owens asked the following: is there something in particular that Member Bostic would like to see out of this motion? Is there a certain thing that you would like us to look at? Member Bostic stated the following: I am looking at the aspect that we have a six person office and when you total up the Recorder’s salary and the proposed salary for the Deputy it seems like an excessive amount of money even though it is neutral in the budget. It seems like there is a lot of money being paid for management over four workers. I guess the other thing that concerns me is that we’ve had problems in the Recorder’s office. We have two new people that are in the management system now. I would like to see maybe a year’s performance and then come back with a proposal for the Deputy’s salary commiserate with past work history. Member Gordon stated the following: I would think it is more appropriate to have a discussion of the proposals on their merits at the end of which a motion to recommit, if any Member feels that’s appropriate, might be the way to go. Some of the things that Member Bostic has just referred to, quite appropriately I think, may require a little more elaboration in a debate on the merits of the proposals themselves. Personally I would rather hear those discussions, debate on both sides, without the motion pending. I am going to vote against sending it back to Committee. I would like to hear the discussion here and then at the end of it that might be the time to decide what we may want to do. Chairman Sweeney stated the following: I understand what you are saying but the substitute motion was made to take it to the Finance Committee and that’s what I was dealing with. Member Gordon stated the following: all I am saying is that I am going to vote against it for the reasons I just indicated. Member Owens stated the following: the Finance Committee received a letter, document, from Mr. Newcom and attached to that was a resume of the gentleman that is working there now. I was told by another Member this morning that he has never seen this and he said he would like to take a look at it. The Finance Committee, from my understanding, has always given newly Elected Officials some leeway in seeing how they can restructure their office. Mr. Newcom made a very convincing point in that he is trying to strengthen his weaknesses. He said that technology is one area where he is weak



and where this gentleman has already done fairly well. In fact, there was a problem that no one in the office knew how to resolve but he was able to fix it with technology that he has the understanding of. So again, the Committee's looked at this and I just don't know if there will be any changes. Chairman Sweeney stated the following: before we have more discussion, remember that the substitute motion is to send it back to the Finance Committee, not to deal with the pros and cons of the four motions that were submitted originally. We can either vote to send it back to Finance or we can discuss it here at this Board meeting. Member Segobiano stated the following: I would just like to point out to the full Board that in a stand-up meeting this morning with the Executive Committee, we had a four to four tie in regards to this matter. The tie was broken by the Chairman. I feel that I had my say in the Executive Committee meeting and I am going to support Member Bostic's motion. After our Executive Committee meeting I had a brief conversation with at least one Department Head who feels as others that their Deputies are under-funded so to speak in regards to this proposal. If nothing else, the Executive Committee asked who is this person, what are the qualifications, and no one on this Board perhaps outside the Finance Committee has seen any credentials on this individual for this type of request for an increase. I am surprised to hear Member Owens talk about a lack of knowledge because I don't think the evaluations of those individuals in that office reflect that there were only four employees. I will support Member Bostic's motion. Member Cavallini asked the following: if we refer this back to the Finance Committee and we gain a little extra time, is this extra time going to have an adverse effect on the running of the Recorder's office? Is this something that we have to decide today? Chairman Sweeney stated the following: I don't think so but if Member Sorensen would like he can address that issue. Member Sorensen stated the following: I would say that the office will obviously still exist and still run. I can't speak to whether or not this person will choose to stay in the position for 30 days without getting this motion passed today. I don't know the answer to that. I will comment briefly that this is still going to be the lowest classified Chief Deputy in the County even if we do this today. With that, I support Member Gordon's comments that the Finance Committee has spent a certain amount of time on this. We aren't talking about a ton of money here. This morning the full Board passed a \$700,000 contract amendment to the IJIS work order. How many of us who aren't on the Justice Committee spent the time to learn everything they need to know about that or should have know about that? We trust the Committee process to work. The Finance Committee has spent two hours already talking about this and we are prepared to talk about it to the Board. Member Renner stated the following: I think that there is a difference when a new Department Head is coming in, an elected Department Head, just as when Mr. Yoder and Ms. Milton came in. I think there was some restructuring. I am of the position that we need to empower our Department Heads and especially their Chief Deputies and for that reason I will vote against this motion and will support the Recorder. If we don't like what happens we can hold our Department Heads accountable in the electoral process. I think for those reasons, I will support the Finance Committee's position. Chairman Sweeney stated the following: we have a substitute motion on the floor to send these four items back to the Finance Committee and we will have a roll call. Clerk Milton

shows the roll call vote as follows: Bagget-no, Bass-yes, Berglund-no, Bostic-yes, Cavallini-yes, Dean-no, Gordon-no, Harding-no, Hoselton-yes, Moss-no, Nuckolls-no, O'Connor-yes, Owens-no, Rackauskas-yes, Renner-no, Segobiano-yes, Selzer-no, Sorensen-no, and Ahart-no. Motion defeated twelve to seven. Chairman Sweeney stated the following: now we are back to the main motion. If there is no discussion then we will go through a roll call. A yes vote means you are supporting the Finance Committee; a no vote means you are not. Member Gordon stated the following: may I request a summation of the arguments in favor and perhaps a summation of the arguments against so that everybody is clear on what all the points are in peoples' minds, some of which I know have not been voiced. Chairman Sweeney stated the following: why don't we run this through the Chairman of the Finance Committee and then if he has some questions or brings some things up we can bring it up in front of the County Administrator, Mr. Zeunik. Let's start with Member Sorensen. Member Sorensen stated the following: the Finance Committee typically thinks about this kind of request as three separate decisions. In this case, there is the decision to reclassify the Chief Deputy's role as part of the restructuring effort in the office. There's the addition of a Specialist II position and the elimination of a Specialist I position in the office. Those are all included in this. There's a second decision which was deciding the starting step at which we should start the new Chief Deputy. That is typically dealt with through a process that we refer to as the impacted position process and special request process from Department Heads. Again, these are all fixed processes. The position classification is managed through what we call the PAM evaluation process where jobs are scored. This was done to every position in the County several years ago and then, as Mr. Lindberg reported to the Finance Committee, there are three criteria for when this happens now. They are: a Department Head makes a request; the organization of the department changes substantially which makes it apparent that we should re-evaluate using the PAM system; or there are some legislative changes in Springfield that cause the job to change. We invoke the PAM process to rescore the position to see if it has to be in a different class. The third piece of this is really the funding mechanism. How do we pay for the position? In this case, the Finance Committee felt very strongly with the advice of the Administrator's office that this position, the Deputy Recorder's position, should be partially funded out of the Document Storage Fund because the role, as now defined by our new County Recorder, makes this a much more technical role – supporting, developing new technology in the office, bringing the office up to a higher technical set of standards than they have in the past. Funding the position partially out of the Document Storage Fund, which is reserved for funding technical staff and technology expenses, seems to make sense. By doing that it makes this whole set of proposals budget neutral in the General Fund so this has no budget impact on the General Fund. This does have a budget impact on the Document Storage Fund which currently has a very healthy balance. Those are the three things that we thought about. I think the thing that probably compelled the Finance Committee more than anything else was a very clear vision presented by the new Recorder in terms of how he intends to use this position in a much different way than how the Chief Deputy in the Recorder's office had been used in the past. He intends to use the position in a supervisory role, certainly more than

it had been used in the past in this office. He intends to use this position in a training and technology integrator role. So when the PAM scores were recalculated, there were small score increases given to leadership and support and supervisory responsibilities and small increases given in technical knowledge and technical skill categories. That is what got it over the line. In fact, the PAM score didn't have to move very far to get this from a VII to an VIII. That material is in your packet, regarding the PAM score process. If there are any questions, I would be happy to try to field them. Chairman Sweeney asked the following: Member Gordon, was that satisfactory to what you were asking? Member Gordon responded: yes. Member Baggett asked the following: I just wanted to ask you if this is budget neutral like you said, then what about future budgets? How does it affect them? Member Sorensen stated the following: the reason there are so many resolutions here is because we have to have two budget resolutions for 2004 and two for 2005 to deal with this. That is why we have such healthy list of action items this morning. This is budget neutral for 2004 and 2005. Typical across-the-board raise activity and job reviews, just like every other employee, will be in effect going into 2006. I guess what I am saying is, in theory, for every employee there is a budget impact in future years of some amount. For example, when we voted on the budget we put in a 2% across-the-board raise for all employees. That obviously has a budget impact. In terms of budget neutral in the General Fund, what I am saying is, this will not affect the General Fund's budget that we passed two months ago for 2005. Member Bostic stated the following: I guess my dismay over this is the fact that it came to a stand-up meeting and then came to the Executive Committee with about two minutes to make a decision. I know the Finance Committee put a lot of time and effort into it but I don't understand the rush. Member Moss stated the following: I view this as an extremely fiscally conservative way to solve some long standing problems in the Recorder's office. I think we need to reiterate those. Member Bostic stated the following: throwing money at things doesn't always solve the problem. I would like to see proof in the pudding before we get going very much farther. Member Selzer stated the following: I just think that we all need to be dealing with facts. Currently the Recorder's Deputy is a pay grade VII. It was budgeted at \$30,000 and change and they have an FTE count of six. The Clerk's office has an FTE count of ten and their Deputy is a salary grade X currently. The Circuit Clerk has 55 FTE's with a salary grade XI and the Treasurer's Deputy is a salary grade XII at 5.4 FTE's but you have to keep into account that sometimes the Deputies are paid differently based on the skills required for the job, as in the Treasurer's office. We are talking about a salary grade VII compared to all the other Deputies being at X's, XI's, and XII's. We have to operate under a system of facts too. When you look at some of the similar roles this isn't out of the question for what is being done. Clerk Milton shows the roll call vote as follows: Baggett-yes, Bass-no, Berglund-yes, Bostic-yes, Cavallini-yes, Dean-yes, Gordon-yes, Harding-yes, Hoselton-no, Moss-yes, Nuckolls-yes, O'Connor-no, Owens-yes, Rackauskas-yes, Renner-yes, Segobiano-no, Selzer-yes, Sorensen-yes, and Ahart-yes. Motion carried fourteen to five.

Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE      NURSING HOME RATES RESOLUTION 14.27

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services  
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (2002), Chapter 55, Section 5/5 1005.6 empowers the County of McLean to erect and maintain a County Nursing Home and to establish rates to be paid by persons seeking care and treatment in the Nursing Home; and,

WHEREAS, Illinois Compiled Statutes (2002), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, December 7, 2004, has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2005;

1. The daily rate for resident care in the non-Medicare certified section shall be \$119.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

a)	Medical supplies	Cost plus 20%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	Cost plus 20%
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home, the County Treasurer, and the County Administrator.

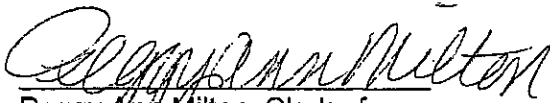
EFFECTIVE DATE: This resolution shall be in full force and effect on January 1, 2005; and this Resolution shall supersede any previous resolution establishing Nursing Home care rates.

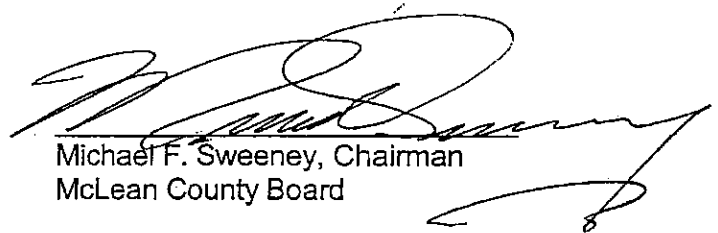
(2)

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 of  
McLean County

  
Michael F. Sweeney, Chairman  
McLean County Board

E:\Ann\Resolutions\NH05RATE.RES.doc

Members Sorensen/Gordon moved the County Board approve a Request for 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. Member Sorensen stated the following: the question came up at the Executive Committee meeting what the current daily rate was and it is \$116.00. We are moving the private pay from \$116.00 to \$119.00 per day which is consistent with a formula for pricing that we use every year at budget time. Member Rackauskas asked the following: what is the occupancy rate? Member Sorensen stated the following: I think we are averaging about 134 out of 150 capacity. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION APPROVING GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES  
AND POSITION CLASSIFICATIONS AND PAY RANGES  
FOR FISCAL YEAR 2005

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions; and

WHEREAS, the General Compensation Plan for Non-Union Employees, adopted at the County Board meeting on December 16, 2003 and effective as of January 1, 2004 is unchanged; and

WHEREAS, the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005, adopted by the County Board on November 16, 2004, includes a two percent across-the-board pay increase for all non-union employees; and,

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2005 have been adjusted to reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005, as adopted by the County Board on November 16, 2004; and

WHEREAS, the Finance Committee, at a special meeting on Tuesday, December 21, 2004, recommended approval of the continuation of the General Compensation Plan for Non-Union Employees effective January 1, 2004 and the Position Classification and Pay Ranges for Fiscal Year 2005; now, therefore,

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

(1) That the General Compensation Plan for Non-Union Employees effective January 1, 2004 is hereby adopted and continued for Fiscal Year 2005.

(2) That the Position Classification and Pay Ranges for Fiscal Year 2005 are hereby adopted.


(2)


(3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
M	\$4.7384	\$9.7575	75	Assistant	0004
				Clerical Assistant	0010
				Intern	0399
1	\$9.1095	\$13.2089			
2	\$9.7925	\$14.1975	80	Receptionist	0003
				Lobby Security Screener	3301
				Automotive Servicer	7301
				Volunteer Services Coordinator	8311
3	\$10.5266	\$15.2628	80	Custodian	7131
				CNA Coordinator	8004
4	\$11.3164	\$16.4137	75	Commissary Clerk	0005
				Office Support Specialist I	0011
				Deputy County Clerk	0023
				Assistant Clerk-Jury Commission	1202
			80	Mail Processing Clerk	0007
				Emergency Communications Addressing Technician	3107
				Building Maintenance Worker	7142
				Building Maintenance Worker-Nursing Home	7152
				Park Maintenance Worker I	7210
5	\$12.1653	\$17.6439	75	Accounting Specialist I	0101
				Computer Operator	0201
				Vision and Hearing Technician	8101
				Dental Hygienist	8103
			80	Lead Custodian	7133
				Building Maintenance Mechanic I	7143
				Building Maintenance Mechanic -Nursing Home	7153
				Park Maintenance Mechanic I	7221
				Assistant Food Services Supervisor	9015
6	\$13.0776	\$18.9677	75	Office Support Specialist II	0012
				Safety Coordinator	0046
				Computer Operator II	0202
				Legal Assistant I	1101
				Victims Witness Specialist	1135
				Circuit Court Secretary	1205
				Animal Control Warden	2001
				Assistant Field Inspector	5001
				Senior Field Inspector	5002
			80	Parks Maintenance Worker II	7211
				Fleet Mechanic	7303
				Activity Director	8305

\* = Exempt Position  
 All positions beyond  
 Grade 10 are exempt



## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>				
7	\$14,0585	\$20,3900	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Chief Deputy Recorder	0031				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Heavy Equipment Mechanic	7305
								Licensed Practical Nurse-Nursing Home	8005
								Licensed Practical Nurse	8006
8	\$15,1129 \$29,470	\$21,9159 \$42,736	75	Administrative Support Supervisor II	0016				
				County Administrator's Assistant	0019				
				Program Administrator, County Clerk	0025				
				Human Resources Assistant	0041				
				Network Support Specialist	0211				
				Defense Investigator	1127				
				Victim Witness Program Coordinator*	1136				
				Circuit Clerk-Division Supervisor I	1215				
				CASA Coordinator*	2305				
				Veterans Assistance Officer*	2403				
				Assistant Director-ESDA	3203				
				Inmate Program Supervisor	4109				
				Senior Assessor	5012				
				WIC Nutritionist*	8041				
				Health Promotion Specialist*	8115				
				Case Manager*	8123				
				80				Engineering Technician II	6104
								Domestic Services Director	7125
								Assistant to the Nursing Home Administrator	8131
								Social Services Director	8325
				9	\$16,2459 \$31,680	\$23,5608 \$45,944	75	Assistant Chief County Assessment Officer	5015
								Senior Accounting Specialist	0103
								Circuit Clerk-Division Supervisor II	1216
Probation Officer I	1301								
Inmate Assessment Specialist*	4108								
Clinic Nurse*	8011								
Registered Nurse*	8013								
Registered Nurse-Nursing Home	8014								
Public Health Nurse*	8015								
School Health Nurse Consultant*	8017								

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**Position Classifications and Pay Ranges for Fiscal Year 2005**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>							
9(cont.)	\$16,2459	\$23,5608	75	Communicable Disease Investigator*	8105							
				Public Health Communications Specialist*	8113							
				Quality Assurance Specialist*	8127							
				Staff Sanitarian	8403							
			80				Animal Control Director	2007				
							Emergency Communications Supervisor*	3104				
							Juvenile Detention Officer	4001				
							Juvenile Detention Program Coordinator	4002				
							Detention Training/Accreditation Specialist*	4011				
							Operations Officer, Parks and Recreation	7216				
							Fleet Manager	7307				
							Assistant Director of Nursing-LPN	8031				
							Food Services Supervisor	9017				
							10	\$18,6831 \$36,432	\$27,0919 \$52,829	75	Chief Deputy County Clerk*	0027
Staff Accountant*	0105											
Internal Auditor*	0106											
Computer Services Coordinator*	0213											
Assistant States Attorney I*	1105											
Assistant Public Defender I*	1112											
Probation Officer II	1302											
Chief Deputy Coroner*	2104											
Planner-Building and Zoning*	6011											
Clinic Supervisor*	8025											
WIC Nutritionist/Program Coordinator*	8043											
Communicable Disease Program Coordinator*	8107											
Health Promotion Program Manager*	8117											
DCFS Lead Agency Coordinator*	8121											
Forensic Interviewer*	8124											
Case Management Supervisor*	8125											
Birth to Three Assurance Coordinator*	8141											
Bio-Terrorism/Public Health Planner*	8127											
80				Senior Staff Sanitarian*	8405							
				Assistant Director-MMCCC Operations*	3105							
				Facilities Maintenance Foreman	7145							
				Juvenile Detention Shift Supervisor	4003							
				Project Manager	6101							
				Highway Maintenance Coordinator	7015							
				Assistant Director of Nursing-RN	8030							
				11	\$43,718	\$63,402					Programmer	0205
											Network Security Specialist	0214
											Assistant States Attorney II	1106
											Assistant Public Defender II	1113
											Chief Deputy-Circuit Clerk	1217
											Deputy Director-Court Services	1305
											Assistant Director-MMCCC Technical Services	3109
							Assistant Superintendent-JDC	4005				
							Jail Operations Supervisor	4105				
Civil Engineer I	6105											
Facilities Maintenance Supervisor	7147											

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## Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
11 (cont.)	\$43,718	\$63,402		Detention Health Supervisor	8129
12	\$48,091	\$69,731		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$52,899	\$79,357		Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendant	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$56,867	\$85,300		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$61,132	\$91,699		Director-Information Services	0333
16	\$64,189	\$96,278		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$67,399	\$101,096		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$69,083	\$103,624			
19	\$70,809	\$106,226		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$74,351	\$111,525			

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Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Approving General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for Fiscal Year 2005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Report is on pages 287-298 of your packet.

**TRANSPORTATION COMMITTEE:**

Member Bass, Chairman, stated the following: the Transportation Committee has no items for Board approval. Our Report is found on pages 299-304.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated the following: at your place this morning, I left two memos and would ask that all Members review those some time. The first is regarding the McLean County Board Member photograph. If you need to have an updated photograph taken we would ask you to please contact Todd Philips at Camera Craft on North Main Street. His phone number is in the memo. Newly elected Board Members if you would please contact him and make arrangements to have your photograph taken so that we can update the County Board photograph that hangs outside the Board office. Also, incumbent Board Members if you feel a need to have your photo updated please also contact Mr. Philips and make arrangements to do that. Secondly, we have always tried to schedule an orientation workshop after the elections. At your place is a memo concerning trying to schedule a workshop and some of the topics that would be covered. This workshop generally involves the Administrator's office, representatives from Building and Zoning, and the State's Attorney's office. Historically, Members have indicated a preference to either do that after the regular January meeting or to avoid conflicts with Committee meetings, during that fourth week in January when there are no Committee meetings. I would ask you to please look at your calendars and if you have a preference, please get back to the County Administrator's office and let us know. We will try to schedule to accommodate as many Board Members as possible. If need be we can certainly do more than one session. It is whatever the Board would like to do.

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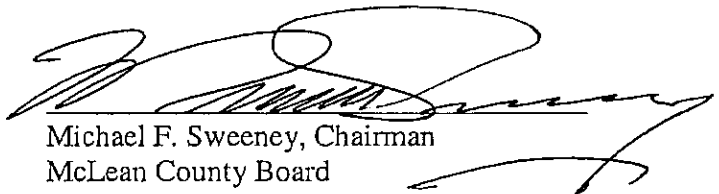
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

December 21, 2004

**2004 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$334,024.75	\$334,024.75
Finance	\$250.00	\$792,489.15	\$792,739.15
Human Services		\$494,385.24	\$494,385.24
Justice		\$2,081,234.93	\$2,081,234.93
Land Use		\$19,878.96	\$19,878.96
Property		\$566,570.27	\$566,570.27
Transportation		\$917,047.48	\$917,047.48
Health Board		\$399,926.13	\$399,926.13
Disability Board		\$46,884.72	\$46,884.72
T. B. Board		\$20,213.71	\$20,213.71
<b>Total</b>	<b>\$250.00</b>	<b>\$5,672,655.34</b>	<b>\$5,672,905.34</b>



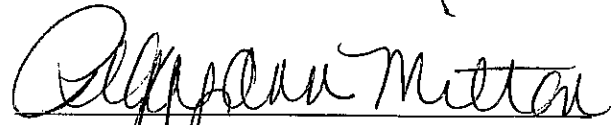
Michael F. Sweeney, Chairman  
McLean County Board

Members Ahart/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Gordon/Selzer moved for adjournment until Tuesday, January 18, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:55 a.m.

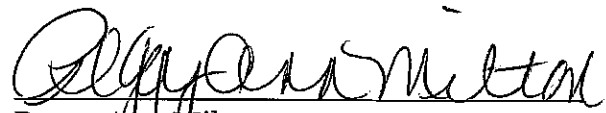
\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF McLEAN    )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of December, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11th day of January, 2005.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk