



Special
FINANCE COMMITTEE AGENDA
Room 700, Law and Justice Center

Tuesday, February 10, 2004

2:00 P.M.

1. Roll Call
2. Departmental Matters:
 - A. Phil Dick, Director, Department of Building and Zoning
 - 1) Item to be Presented for Action:
 - a) Request Approval of an Updated Motor Vehicle Lease Agreement for ShowBus 1 - 5
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Finance Committee
 - 1) Item to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Board Rescinding Credit Agreements in the Office of the Office of the County Recorder 6 - 18
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
3. Adjournment



McLean County

INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING
Phone: 888-5160

TO: Chairman, Matt Sorensen and Finance Committee
FROM: Mike Behary, County Planner *MJB*
DATE: February 5, 2004
RE: **Update Lease Agreement with SHOW BUS for Vehicles**

The attached lease agreement is for the buses that SHOW BUS leases from McLean County. This lease includes a new bus that will arrive February 20, 2004. In addition, a year will be added to the lease to expire on February 17, 2007.

Philip Dick the Director of Building & Zoning and I will be present at the February 10th Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Attachment: Motor Vehicle Lease Agreement between McLean County and SHOW BUS

MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois February 17, 2004

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1994	FORD	BRAUN	1FTJS34G8RHB78597
1994	FORD	BRAUN	1FTJS34G9RHB78592
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDWE35L52HB52792
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 24588 Church Street, Chenoa, IL 61726.

- 1. TERM** The term of this lease is three years from the date first set out above. The lease term expires on February 17, 2007, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
- 3. LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to

Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. LICENSE, TAXES, AND OTHER EXPENSES Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. TERMINATION This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

11. DEFAULT In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. APPLICABLE LAW This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** 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 enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

MEADOWS MENNONITE HOME (SHOWBUS)
Lessee

Robert O. Bertsche, President

ATTEST:

COUNTY OF McLEAN
Lessor

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael Sweeney, Chairman
McLean County Board

RESOLUTION
OF THE McLEAN COUNTY BOARD
RESCINDING CREDIT AGREEMENTS IN THE
OFFICE OF THE COUNTY RECORDER

WHEREAS, the McLean County Board voted on July 18, 1995 to authorize the County Recorder to enter into credit agreements with various parties who conduct business with the Office of the Recorder; and

WHEREAS, the McLean County Board now wishes to rescind said authorization for the Recorder to enter into credit agreements with the various parties who conduct business with the County Recorder; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) That the County Recorder is hereby directed to immediately notify all parties that have credit agreements with the County Recorder that such agreements will be terminated as soon as allowed by the terms of said agreements.
- (2) That the County Recorder is hereby directed to issue final bills to all parties that have credit agreements with the County Recorder immediately upon termination of said agreements, and that said amounts due, if any, will be paid according to the terms of the respective agreements.
- (3) That, hereafter, no credit will be extended by the County Recorder to any party, except where required by law.
- (4) That the County Clerk shall provide a certified copy of this Resolution to the County Recorder and the County Administrator.

ADOPTED by the McLean County this 17th day of February, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

Justice Center, her duties have actually increased. She presently supervises support staff in the office. Other duties include payroll, budgeting and invoicing.

Mr. Williams stated that providing an additional full-time secretary position to the office may provide an opportunity to re-evaluate the organization of work assignments among clerical staff in the office. Mr. Ware commented that he believed, in consideration of additional clerical staffing, work assignments should be assigned using a "pool concept" and work should be completed based upon priority. Ms. Milton responded that there are misdemeanor attorneys who assign work to one secretary. This secretary handles misdemeanor, traffic and juvenile cases. The other secretary handles felony and DUI cases. Moving the Administrative Secretary to the Public Defender's Office in the Law and Justice Center has provided additional opportunity for cross-training of clerical staff, as well as increased supervision.

Motion by Berglund/Sweeney to recommend to the County Board approval of an amendment to the Fiscal Year 1995 Funded Full-Time Equivalent Positions Resolution to provide for the addition of one full-time Secretary II for the Public Defender's Office, as presented and recommended by staff. Motion carried, Ware voting "No".

Mr. Robert Keller, Health Department Administrator, presented a request for approval of a Resolution Amending the Fiscal Year 1995 Funded Full-Time Equivalent Positions Resolution to provide for a part-time graduate level intern. Funding for the position was provided through a \$10,000 grant received from the Illinois Department of Public Health Breast and Cervical Cancer Screening Grant, Fund 105. Of the \$10,000 in grant funding received, \$6,700 will be allocated for expenditure in Fiscal Year 1995. The purpose of the grant is to assist the County in developing a community wide coalition. Phase I of the grant will provide for building of a community coalition and education program. The next phase of the grant will be to provide improved access.

Motion by Berglund/Sweeney to recommend to the County Board approval of a Resolution Amending the Fiscal Year 1995 Funded Full-Time Position Equivalent Resolution for the Illinois Department of Public Health Breast and Cervical Screening Grant Program, Fund 105, as presented and recommended by staff. Motion carried.

Ms. Ruth Weber, Recorder of Deeds, presented a request for approval of a proposed agreement between the County Recorder's Office and private companies interested in obtaining copies of real estate transfer sheets. Ms. Weber stated that, consistent with the

recommendation received from the Outside Auditor, the proposed Subscription Agreements would increase fees to 30¢ per page and would require that vendors using the service enter into a written Subscription Agreements with the Recorder's Office and the County. Ms. Weber noted that the 30¢ per page charge compares to charges assessed in other Counties ranging from 25¢ to \$1.00 per page. The proposed Subscription Agreements meet all requirements under the Freedom of Information Act. A sample contract was included in the agenda packet for review and consideration. The Subscription Agreements would be executed by the County Board Chairman on behalf of the County Board.

Mr. Eric Ruud, Civil Assistant State's Attorney, stated that he has been contacted by one local vendor who requested that Paragraph 4 of the proposed Subscription Agreement be amended to allow the subscriber 30 days in which to remit payment, rather than 10 days as stated in the Agreement presented to the Committee. The requirement for payment within 10 days could result in significant difficulty for some larger corporations. Mr. Ruud stated that he does not believe there would be a problem with honoring this request. The Outside Auditor expressed concern about the County Recorder extending credit to vendors without having any signed agreement. Mr. Ruud stated that he did not believe extending the amount of time allotted to vendors for making payment would be of concern to the Outside Auditor. He suggested that the Subscription Agreement for this particular vendor be amended to extend the terms of payment to 30 days.

Chairman Stevens asked why all the Subscription Agreements were not amended. Mr. Ruud stated that the Committee would have the option of amending all agreements. He noted that the Recorder of Deeds has already received a number of signed Subscription Agreements by vendors stating that the bill will be paid within 10 days. It would be necessary for Ms. Weber to amend these Subscription Agreements. Chairman Stevens commented that he believes, as a matter of policy, that amending the terms payment to 30 days should be extended across the board rather than being limited to one vendor. Ms. Weber commented that the majority of subscribers make payments very promptly and she did not believe extending the term of payment for one vendor would present a problem.

Motion by Berglund/ to recommend to the County Board approval of the proposed Subscription Agreement with the understanding that the entity requesting an extension for terms of payment to 30 days would be granted a waiver.

Prior to receiving a second for the motion, Ms. Berglund commented that she does not understand why the 30 day extended term for payment of services could not be extended to all vendors.

Mr. Sweeney asked whether the Subscription Agreements would be renewed annually. Mr. Ruud responded that the Agreements would not be renewed annually. The Agreements will continue in force, subject to termination. Vendors could be contacted to seek permission to amend the agreements.

Amended Motion by Berglund/Ware to recommend to the County Board approval of the proposed Subscription Agreements between the County Recorder's Office and private companies interested in obtaining copies of real estate transfer sheets as amended to allow 30 days for payment. Motion carried, Sweeney not voting.

Ms. Weber presented the Departmental Activity Report for the period ending June 30, 1995. She noted that the report reflects a slight decrease in the number of documents recorded and UCC statement for the same period in 1994. Ms. Weber stated that staff is presently able to provide computer disks containing copies of all new forms to users. McLean County is the only County in the State that presently provides computer disks to users. The Office presently has three workstations available for use by the public. To date, 25 years of documents have been indexed and 1½ years have been image scanned. Staff continues to work with the Information Services Department to provide a remote access system for use by the public.

Ms. Jeanette Barrett, County Clerk, presented a request for approval of a Resolution establishing one additional polling place. Ms. Barrett stated that the additional polling place would provide for a 26th precinct located in the north end of Normal. The amendment would change precinct lines for Precincts 13, 21 and 22.

Motion by Ware/Sweeney to recommend to the County Board approval of a Resolution Establishing One Additional Polling Place as presented and recommended by staff. Motion carried.

Mr. Zeunik reported that, at the July 3, 1995 meeting, the Justice Committee deferred action on the Coroner's request for a reorganization of staffing in the Coroner's Office until the August meeting. The Committee further requested that the County Administrator's Office conduct a desk audit and submit a report to the Justice Committee for consideration.

Mr. John Zeunik, County Administrator, presented for review and consideration the State's Attorney's legal opinion regarding County Board member participation in the Illinois Municipal Retirement Fund, ("IMRF"). Mr. Ruud stated that he was asked to prepare a legal opinion regarding whether or not the County Board could pass a Resolution declaring that County Board members no longer meet the

SUBSCRIPTION AGREEMENT

THIS AGREEMENT entered into by and between the COUNTY OF McLEAN, a body politic and corporate, through RUTH WEBER, COUNTY RECORDER, (hereinafter referred to as "County") and _____, (hereinafter referred to as "Subscriber").

IT IS AGREED by the parties as follows:

1. That the County shall mail to Subscriber copies of Revenue Sheets that are recorded in County's Recorder's Office commencing the date upon which this Agreement is executed until the date upon which this Agreement is terminated:
 - a. on a bi-monthly basis commencing the first day of the month immediately following the execution of this Agreement;
 - b. at a cost of thirty cents (.30) per sheet.
2. That the County shall mail Subscriber a bill at the end of each month for such copies based upon such rate .
3. Subscriber agrees to pay said bill in full no later than thirty (30) days from the date the bill is mailed by the County.
4. That if the Subscriber does not pay said bill in full within said thirty (30) days, the County shall have the right to terminate this Agreement without notice and/or seek the collection of such amount or amounts due in a court of law.
5. Unless the provisions of paragraph 4 apply, either party may terminate this Agreement upon thirty (30) days written notice to the other party and only be obligated to fulfill the terms of this Agreement up to the end of that 30 day period.
6. The County reserves the right to increase the per sheet cost of reproducing and mailing the Revenue Sheets, however such increase shall not become effective until thirty (30) days after written notice of such increase has been mailed by the County to the Subscriber.
7. Subscriber agrees to save and hold the County, its agents, employees and assigns harmless of any and all liability arising out of or in any way connected with the County's performance under this Agreement.

8. 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.
9. This Agreement cannot be assigned or subcontracted by the Subscriber to any other person or entity without the written consent of the County.
10. 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 the Agreement invalid or unenforceable.

WHEREFORE, the parties agree that the foregoing constitutes all of the Agreement between the parties and in witness whereof the parties have affixed their respective signatures on the date noted below.

SUBSCRIBER

COUNTY OF McLEAN,

GARY C. RISS, CHAIRMAN
McLEAN COUNTY BOARD

ATTEST:

JEANETTE BARRETT
McLEAN COUNTY CLERK

RUTH WEBER
McLEAN COUNTY RECORDER

DATE



COUNTY RECORDER
 (309) 888-5171
 Fax (309) 888-5209
 104 W. Front Street, Room 708

P.O.Box 2400

Bloomington, Illinois 61702-2400

McLean County

JUNE 29, 1995

To: Finance Committee Chairman and Members
 From: Ruth Weber, County Recorder *R. Weber*
 Re: Recommendations of Outside Auditors

Following the recommendations of the Outside Auditors, we have started to implement a program to meet their suggestions.

We make copies of the Revenue Sheets (Green Sheets) for several people and firms in and outside of the community. For a considerable length of time, the price has been \$.15 per page. Since this pricing did not meet the cost of paper, copy machine usage, manpower, and rising postage fees, it was decided to increase the fee to \$.30 per page. This puts us in line with other counties in our area, which charge \$.25 to \$1.00 per page. Working with the Civil Assistant State's Attorney, contracts have been drawn up and sent out to people who have received this service. These contracts also meet the requirements of the Freedom of Information Act. At this time, it is respectfully requested that the Finance Committee approve these contracts and recommend to the McLean County Board that its Chairman be authorized to execute them on behalf of McLean County. Thereafter, I shall sign the contracts on behalf of the Recorder's Office and implement the program.

Thank you.

Intercity Bus Service grant be submitted. Currently, SHOW BUS is eligible to receive 19.4% of its total funding in Fiscal Year 1996 or \$50,250.00 for the Intercity Bus program. Eligibility percentages are based on mileage. One new bus will be purchased for the Intercity bus service. The new grant funding received will be replacing Section 18 funds. Ms. Davis noted that Section 18 funding represents only about one-half of the total budget.

Motion by Sweeney/Berglund to recommend to the County Board approval of a request for authorization to submit a grant application for Section 18 Intercity Bus Funding in Fiscal Year 1996 as presented. Motion carried.

Mr. Ruth Weber, County Recorder, presented a request for approval of a Credit Agreement for use by all individuals and firms to whom credit is extended for document recording services. Ms. Weber stated that the Credit Agreement was prepared and recommended for approval by the Civil Assistant State's Attorney.

Mr. Sweeney asked whether those parties having previously signed Subscription Agreements would be required to execute Credit Agreements. Ms. Weber responded that Credit Agreements apply to many kinds of document recording and reproduction, while the Subscription Agreements are specific to the Illinois Department of revenue sheets.

Chairman Stevens asked about the average amount of credit extended to any one party during a typical month. Ms. Weber responded that credit extended varies widely, ranging from \$35 to \$1,000 or more. The Credit Agreement does not establish a maximum credit limit. The Department extends credit to a wide variety of agencies including the Illinois Department of Transportation and Illinois Department of Revenue, local municipalities, title companies, surveyors, etc. In one instance, \$13,000 in credit was extended to a title company. No difficulty has been experienced in receiving payment.

Mr. Sorensen asked about interest assessed on the balance due during the collection process. Mr. Sweeney suggested that the agreement be amended to incorporate language providing for assessment of a penalty and interest equal to a percentage over prime rather than a stated interest rate. The consensus of the Committee was to consider the revised document in a stand-up meeting prior to the September 19th County Board meeting.

Ms. Jennifer Ho, Risk Manager, presented a report on the type of auto physical damage claims for policy years 1988 through 1994. Pursuant to the Committee's recommendation, the self-insured program was restructured to provide for certain auto physical



Ruth Weber
County Recorder
(309) 888-5171 Fax(309) 888-5209
104 W. Front, Room 708 P.O. Box 2400

Bloomington, Illinois 61702-2400

September 11, 1995

To: Finance Committee Chairman and Members

From: Ruth Weber, *RW* McLean County Recorder

Re: Committee recommendations

Attached are copies of the Credit Agreements for Document Recording and Document Reproduction.

Paragraph 4 has been changed to follow the recommendations of your committee on September 5.

Your consideration and approval are requested of these revised Credit Agreements.

CREDIT AGREEMENT - - DOCUMENT RECORDING

THIS AGREEMENT entered into by and between the COUNTY OF McLEAN, a body politic and corporate, through RUTH WEBER, COUNTY RECORDER, (hereinafter referred to as "County") and _____, (hereinafter referred to as "Customer").

IT IS AGREED by the parties as follows:

1. That the County shall permit Customer to charge documents that are recorded in County's Recorder's Office in accordance with the Recorder's Fee Schedule which is attached hereto and incorporated by reference commencing the date upon which this Agreement is executed until the date upon which this Agreement is terminated.
2. That the County shall mail Customer a bill at the end of each month for such recordings made by Customer .
3. Customer agrees to pay said bill in full no later than thirty (30) days from the date the bill is mailed by the County.
4. That if the Customer does not pay said bill in full within said thirty (30) days, Customer shall be in default and agrees to pay interest to the County equal to the prime interest rate plus one per cent (1%) for each day after said default. The County shall have the right to terminate this Agreement without notice and/or seek the collection of such amounts due in a court of law. Customer also agrees to pay to the County all costs of collection. *1/2 per month*
5. Unless the provisions of paragraph 4 apply, either party may terminate this Agreement upon thirty (30) days written notice to the other party and only be obligated to fulfill the terms of this Agreement up to the end of that 30 day period.
6. The County reserves the right to increase the fees charged for recording any documents, however such increase shall not become effective until thirty (30) days after written notice of such increase has been mailed by the County to the Customer, unless otherwise provided by law.
7. Customer agrees to save and hold the County, its agents, employees and assigns harmless of any and all liability arising out of or in any way connected with the County's performance under this Agreement.
8. 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.
9. This Agreement cannot be assigned or subcontracted by the

9. This Agreement cannot be assigned or subcontracted by the Customer to any other person or entity without the written consent of the County.
10. 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 the Agreement invalid or unenforceable.

WHEREFORE, the parties agree that the foregoing constitutes all of the Agreement between the parties and in witness whereof the parties have affixed their respective signatures on the date noted below.

CUSTOMER

COUNTY OF McLEAN,

GARY C. RISS, CHAIRMAN
McLEAN COUNTY BOARD

ATTEST:

JEANETTE BARRETT
McLEAN COUNTY CLERK

RUTH WEBER
McLEAN COUNTY RECORDER

DATE

Y:\ASA\FI\RC\K\CREDIT.K1

CREDIT AGREEMENT - - DOCUMENT REPRODUCTION

THIS AGREEMENT entered into by and between the COUNTY OF McLEAN, a body politic and corporate, through RUTH WEBER, COUNTY RECORDER, (hereinafter referred to as "County") and _____, (hereinafter referred to as "Customer").

IT IS AGREED by the parties as follows:

1. That the County shall permit Customer to obtain copies of recorded documents that are maintained by the County's Recorder's Office in accordance with the Recorder's Fee Schedule which is attached hereto and incorporated by reference commencing the date upon which this Agreement is executed until the date upon which this Agreement is terminated.
2. That the County shall mail Customer a bill at the end of each month for such copies made by Customer .
3. Customer agrees to pay said bill in full no later than thirty (30) days from the date the bill is mailed by the County.
4. That if the Customer does not pay said bill in full within said thirty (30) days, Customer shall be in default and agrees to pay interest to the County equal to the prime interest rate plus one per cent (1%) for each day after said default. The County shall have the full right to terminate this Agreement without notice and/or seek the collection of such amounts due in a court of law. Customer also agrees to pay to the County all costs of collection. *1 1/2% per month*
5. Unless the provisions of paragraph 4 apply, either party may terminate this Agreement upon thirty (30) days written notice to the other party and only be obligated to fulfill the terms of this Agreement up to the end of that 30 day period.
6. The County reserves the right to increase the fees charged for copying any documents, however such increase shall not become effective until thirty (30) days after written notice of such increase has been mailed by the County to the Customer, unless otherwise provided by law.
7. Customer agrees to save and hold the County, its agents, employees and assigns harmless of any and all liability arising out of or in any way connected with the County's performance under this Agreement.
8. 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.

Customer to any other person or entity without the written consent of the County.

10. 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 the Agreement invalid or unenforceable.

WHEREFORE, the parties agree that the foregoing constitutes all of the Agreement between the parties and in witness whereof the parties have affixed their respective signatures on the date noted below.

CUSTOMER

COUNTY OF McLEAN,

GARY C. RISS, CHAIRMAN
McLEAN COUNTY BOARD

ATTEST:

JEANETTE BARRETT
McLEAN COUNTY CLERK

RUTH WEBER
McLEAN COUNTY RECORDER

DATE

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