



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, September 13, 2005

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 16, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:
Hinthorn Cemetery District
John W. Baker
19030 E. 2375 North Rd.
Towanda, IL 61776

Hinthorn Cemetery District
David Kearfott
16312 E. 2300 North Rd.
Hudson, IL 61748

Hinthorn Cemetery District
Norman Wilson
17864 E. 2775 North Rd.
Gridley, IL 61744

Public Building Commission of McLean County

Thomas W. Novosad
19128 Meander Way
Bloomington, IL 61704

b) APPOINTMENTS:

Ellsworth Fire Protection District

John Sutter
210 S. High Street
Ellsworth, IL 61737
(Three-year term expiring April 2008 –
Replacing Mike Beal)

Zoning Board of Appeals

Drake Zimmerman
20722 Cheneys Grove Road
Bloomington, IL 61704
(Five-year term expiring June 2010 –
Replacing Tony Wheat)

1-2

Bloomington-Normal Airport Authority

Earl C. Kingman
206 Riss Drive
Normal, IL 61761-3231
(Five-year term expiring April 2010 –
Replacing Neale McCormick)

3-4

c) RESIGNATIONS:

None

d) Request Approval of Professional Services
Agreement with Integrity Technology
Solutions – Information Services

5-6

e) Request Approval of Operating System
Maintenance Agreement with IBM –
Information Services

7-16

2) Items to be presented for Information:

a) General Report

17

b) Other

B. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

a) Request Approval of Letting Results from
August 31, 2005 – County and Township Projects

b) Request Approval of Road Upgrade and
Maintenance Agreement Between
McLean County and High Trail Wind
Farm, LLC (“Hight Trail”) and Old Trail
Wind Farm, LLC (“Old Trail”)

- c) Request Approval of Engineer's Agreement and Petition – Gridley Road District, Schlipf Bridge – Sec. 05-18130-00-BR
- d) Request Approval of Resolution for Improvement – Ireland Grove Road – Sec. 04-00157-01-SM
- e) Request Approval to Solicit Bids for Rubberized Crack Filler Kettle
- f) General Report
- g) Other

C. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

- a) Request Approval of an Emergency Appropriation Ordinance from the Recorder's Document Storage Fund of \$12,390.00 to Line 0137-0008-0006-0850-0001 for purchase of Dell Server, Dell item number 221-7522 – Recorder's Office 18-22
- b) Request Approval of an Emergency Appropriation Ordinance from the Recorder's Document Storage Fund 0137 to Line 0516-0001, for hiring a 0.25 FTE Temporary/Seasonal Position for the Period of October 1 to December 31, 2005 – Recorder's Office 23-26
- c) Request Approval of a Resolution to Apply for and Accept Funds being held by the Illinois State Board of Elections, which Funds Were Furnished by the United States Government under the Provisions of the Help America Vote Act ("HAVA"), for the Purchase of new accessible Voting Equipment Certified by the State Board of Elections and in compliance with HAVA Requirements – County Clerk 27-32

2) Items to be Presented to the Board:

- a) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Re-Conveyance to Edwin and Lavicka Grider on Parcel 03-02-476-002 – County Treasurer
- b) Request Approval of an Amendment to the Fiscal Year 2005 Full-time Equivalent Position Resolution – Recorder's Document Storage Fund 0137 – Recorder's Office

- c) Request Approval of a Resolution Approving an Extended Leave of Absence without Pay – Public Defender
- d) Request Approval of a Resolution Approving an Extended Leave of Absence without Pay – Information Services
- e) Request Approval of the McLean Board Declaring that the McLean County Historical Society Owns and Uses the Boyhood Home of Adlai E. Stevenson II For Charitable Purposes – County Administrator’s Office
- f) General Report
- g) Other

D. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of an Intergovernmental Agreement between the City of Bloomington, The County of McLean and the Town of Normal Regulating the use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington – Sheriff’s Office 33-37
- b) Request Approval of Contract with Woodford County to increase their use of Detention Bed Space at the Juvenile Detention Center by 100 days at \$80.00 per day – Court Services 38-43

2. Items to be Presented to the Board:

- a) Request Approval of a Resolution of McLean County Board Proclaiming Tuesday, October 11, 2005 *“It’s Time to Talk Day”* in McLean County – Risk Management
- b) General Report
- c) Other

E. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

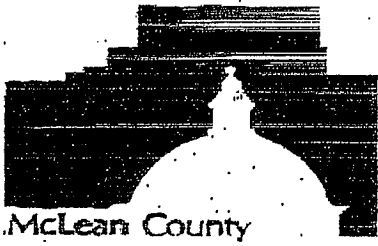
- a) Request Approval to Amend the Preliminary Subdivision Plan that was approved by the County Board on July 27, 2004 for the Crestwicke South Subdivision 1st Addition On property located in Bloomington Township Immediately southeast of the Crestwicke South Subdivision
- b) General Report
- c) Other

- F. Property Committee – Chairman Bostic
- 1) Items to be Presented to the Board:
 - a) Request for Approval of a Vanguard Energy Services Natural Gas Contract For County Facilities for 2005-2007 – Facilities Management
 - b) Request Approval to Display Silent Witness Exhibits in the grounds of the Law and Justice Center and to host a Press Conference and a Vigil on October 11, 2005 on the Grounds of The Old Courthouse on behalf of the Corporate Alliance to end Partner Violence (CAEPV) – Risk Management
 - c) Landmarks Foundation Council of Illinois – McLean County Museum of History – 2005 Richard H. Driehaus Foundation Award for Outstanding Restoration
 - d) General Report
 - e) Other

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- G. Report of the County Administrator
- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications
7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
8. Adjournment



BOARD APPOINTMENT APPLICATION/RESUME FORM

Name of Board or District you are being considered for appointment to:

DRAKE ZIMMERMAN JO CFA

Have you served on this Board or District before: NO

If yes, for how long? _____

Name DRAKE ZIMMERMAN
First Middle Initial Last

Address 20722 CHEMISTS GROVE ROAD BLOOMING

Telephone: Residence: 309 378 2212 Business 309 454-7040 166704

E-mail: drake.zimmerman@verizon.net

Name of Employer or Business Zimmerman + ALMSORREN INVESTMENT

Additional Comments: ADVISOR

"As a condition of the appointment I will, at the time of my appointment, or as soon thereafter as possible, file with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

I also understand that the information provided on this application form is a public record and is subject to disclosure under the Illinois Freedom of Information Act.

Date 7/1/05 Signature Drake Zimmerman

Biography of Drake Zimmerman

Drake grew up in Iowa.

He thinks and acts both locally and globally. As founder of Rotarians Against Malaria, Drake communicates with health workers from dozens of organizations around the world to help with malaria control. For that work, his Alma Mater, Simpson College awarded him Humanitarian of the Year in 1999. He has won numerous Rotary awards. Currently he heads his Rotary District's Foundation Committee.

1999 Lewis J. Burger Outstanding Volunteer Fund Raiser from NSFRE Central Illinois Chapter.

Professionally, Drake Zimmerman is a financial advisor and registered principal practicing 'Life-Work Planning' in Normal, Illinois since 1982. He earned:

a law degree from University of Iowa

a Masters in German from Middlebury College

Certified Financial Planner 1986

Chartered Financial Analyst 1988

Advanced Estate Planner 2003

Chartered Advisor in Philanthropy 2003, (On Nov 3, he was the first person ever to take and pass the exam!)

2003 Class of Masters Program of Esperti-Peterson in Advanced Wealth Transfer Design
NLP Certified Coach 2003 - International Training Seminars in London (20-Day Course)

He speaks and writes frequently on financial and charitable topics.

Drake's first book, Enduring the Darkness, compiling the inspiring letters of Amnesty International prisoner Kim Seong Man, won international acclaim.

Drake contributed to other books, including Giving: Understanding How and Why of Charitable Planning, appeared in 2003.

The Bigger Pie 2005

He is a co-founder of the Illinois Prairie Community Foundation and Friends of Kickapoo Creek, both based in McLean County.

Drake is restoring a few acres of prairie, and keeps bees.

EARL KINGMAN

206 Riss Dr.
Normal, IL 61761-3231
(309) 452-8095

- EDUCATION:** University of Illinois
Bachelor of Science Degree February, 1957
Major: General Agriculture
- WORK EXPERIENCE:** **GROWMARK/FS SERVICES, Inc.**
1/94 – 9/96 Manager, Technical Services.
Managed the evaluation, selection, quality and performance of fertilizer and pesticide products for field crops, turf and vegetable crops; and the acquisition testing of genetics for proprietary corn, soybean and wheat varieties. Developed and implemented agronomic training for 450 retail Sales people in three states and Ontario. Maintained close working relationships with University research and Extension personnel.
- 9/82 – 1/94 Manager – Products. Managed fertilizer and pesticide products for three state market area.
- 4/79 – 9/82 Crops Manager – Product Service. Managed seven (7) person field force who developed and implemented agronomic training of retail sales force.
- 8/76 – 4/79 Market Manager Corn and Soybeans. Developed and implemented Marketing strategies for fertilizer and pesticide for use on corn and soybeans.
- 10/75 – 8/76 Market Manager Wheat and Other Crops. Developed and implemented Marketing strategies for fertilizer and pesticide products for use on wheat other field crops.
- 4/72 – 10/75 Manager Crops Division Pricing. Generate and evaluate market intelligence and establish wholesale pricing on fertilizer and pesticides to insure that profitability targets were achieved.
- 10/71 – 4/72 Technical Services Specialist. Assisted with the acquisition and management of agronomic information.
- 10/66 – 10/71 Crops Division Field Specialist. Trained retail sales people and farmers in optimum methods of crop production.
- 6/64 – 10/66 General Sales Manager – McHenry FS. Supervised nine person sales force for crop production in-puts and petroleum products.
- 3/60 – 6/64 **University of Illinois Cooperative Extension Service**
Farm Adviser - Tazewell County
Assistant Farm Adviser - McDonough County

6/57 – 3/60

United States Air Force Navigator
1965-85 Air Force Reserve/Air National Guard. Retired as Lt. Colonel

**CERTIFICATION/
RECOGNITION:**

Book of Golden Deeds Award – Bloomington Exchange Club – 2004
Service to Agriculture Award – Southern Illinois University – 1995
Advisory Committee to Department of Agronomy - University of Illinois
1992-95

**COMMUNITY SERVICE
ACTIVITIES:**

Commercial pilot license with instrument rating
Crosswinds Flying Club – Past president
Prairie Aviation Museum – Board of directors
General Aviation Advisory Committee – CIRA
Illinois State University – Sr. Professionals
Scott Health Care – Volunteer
Exchange Club of Bloomington – Past president
Bloomington/Normal Sister Cities Committee – Past chair
Second Presbyterian Church – Trustee, Elder
Co Chair of capital campaign raising over \$8 million - 2004



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

Memo

To: McLean County Executive Committee and McLean County Board

From: Craig Nelson, Director of Information Services

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over the "From:" line.

Date: September 6, 2005

Re: Professional Services Agreement with Integrity Technology Solutions.

Information Services seeks approval to enter into an agreement with Integrity Technology Solutions.

The agreement, attached, allows Integrity Solutions to use a combination of hardware and software devices in order to monitor a number of our network devices and connections. The software can be configured in such a way as to notify our staff by email or pager almost immediately should there be a problem with our network connectivity to sites such as the Nursing Home, and can also notify us if our website would stop functioning.

The agreement is set on a per-device basis, with the ability to add or delete devices as needed. The monthly cost is \$189 for the first two devices, and \$50 per device per month thereafter. Our initial design consists of 7 devices, or a monthly cost of \$439 (\$189 +\$250). Sufficient budgeted funds are available within the Fiscal Year 2005 budget for this agreement.



Network Guardian Managed Services Pricing
Effective 8/05

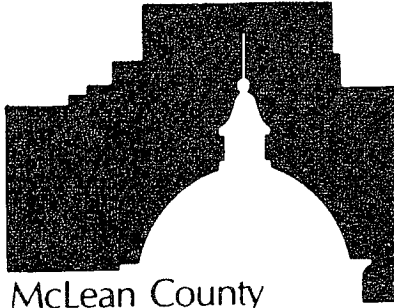
MONITORING	\$189 up to 2 devices	\$ _____
	\$50 each additional device	_____ \$ _____
PATCHING	\$50 per server	_____ \$ _____
	\$10 per workstation	_____ \$ _____
EMAIL FILTERING	\$3.50 per user	_____ \$ _____
MANAGED SECURITY	\$189 up to 10 users	\$ _____
	\$10 per each additional user up to 50	_____ \$ _____
TOTAL MANAGED SERVICES		\$ _____

- All prices above are monthly fees.
- All Network Guardian Managed Services may be terminated with 30 days written notice.
- Billing will occur quarterly in advance. Monthly fees in excess of \$1,000 may be paid monthly at the client's option.
- Installation fees are equivalent to one month's fee and will be included on the first invoice.

Authorized Signature

Date





McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To: McLean County Executive Committee and McLean County Board

From: Craig Nelson, Director of Information Services

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over the "From:" line.

Date: September 6, 2005

Re: Operating System Support for Criminal Justice Server

Information Services seeks approval to enter into a standard operating system maintenance agreement with IBM to support the operating system of the criminal justice server.

The agreement, attached, provides support for the next level of operating system which is about to be installed on the criminal justice server. The amount of \$1348.00 is a budgeted expense within the Fiscal Year 2005 budget.



Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below.

Name and Address of Customer:

MCLEAN COUNTY
LAW & JUSTICE CENTER
104 W FRONT ST
BLOOMINGTON IL 61701-5005

Customer Billing Address:

MCLEAN COUNTY
LAW & JUSTICE CENTER
PO BOX 2400
104 W FRONT ST 7 FLR
BLOOMINGTON IL 61702-2400

Agreement Number: HQ12291
Master Services Attachment Number: A41405
Statement of Work Number: A41405
Change Authorization Number: 05643941
Customer Number:

Schedule Number: A41405
Revised Schedule: No
Schedule Effective Date: 07/27/2005

Transaction Contract Period:
Start Date: 08/17/2005
End Date: 08/16/2006
Renewal Contract Period: 1 Year(s)

Charge Period Charges/Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 450.00
MMS for CISCO One Time Charges: 0.00
One Time Charges: 0.00

¹Maintenance Charges: 0.00
¹Service Charges: 898.00

TOTAL CHARGE PERIOD CHARGES: 1,348.00
Quarterly

Charge Period:
Start Date: 08/17/2005
End Date: 08/16/2006

Automatic Inventory Increase Option Applies: Y N
Option #1: Y
Option #2: N

Price Protection Option: 1
Pricing Method: 1

¹Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

MCLEAN COUNTY

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature

Name (type or print): _____

Date: _____



Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges
05643941	MCLEAN COUNTY	104 W FRONT ST, LAW & JUSTICE CENTER, BLOOMINGTON IL 61701-5005	0.00
06074471	SUPPORT NET INC	104 W FRONT ST, RM 701, BLOOMINGTON IL 61701-5005	898.00
Total			898.00

Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable): Kajjana Jackson
 Customer Primary Technical Contact name: Kajjana Jackson
 Customer Primary Technical Contact phone number: 3098885105

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support/Service	Product Group/Service Option	Qty	Charges	Charges Start	Charges Stop
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Specified Location: 05643941

City, State: BLOOMINGTON IL 61701-5005

SWMA FOR AIX ALF

AFTER LICENSE FEE 450.00 O

CUST NOT CURRENT > 12 MTHS

NUMBER OF PROCESSORS 2

E5

7025 6F1 000026C2F

Subtotal

0.00

Specified Location: 06074471

City, State: BLOOMINGTON IL 61701-5005

SWMA FOR AIX

SUPPORT

SUBSCRIPTION

E5

NUMBER OF PROCESSORS

PRIME SHIFT

7025 6F1 000026C2F

Subtotal

Total Charge Period Charges for Services List

898.00

\$ 898.00

Note: One Time Charges are not included in these totals.
 See Legend for Details



Schedule for ServiceElite

Legends:

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective
This type of repair service includes a response objective and is not a guarantee
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceSuite/ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive priced products included in the total Charge Period Price but will be billed based on the terms of the Contract
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Master Services Attachment for ServiceElite

1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule.

2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services. Therefore, IBM will provide the Services, as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

IBM is not responsible for 1) the actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Attachment without modification.

As used in this Attachment, "you" and "your" refer to the Customer Company identified below.

Agreed to:
MCLEAN COUNTY

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Company address:

Attachment number:

LAW & JUSTICE CENTER
104 W FRONT ST
BLOOMINGTON IL 61701-5005

Agreement number: HQ12291

Customer number: 05643941

Telephone number:

IBM Address:

Billing Address:

IBM CORPORATION
1177 BELT LINE ROAD
COPPELL, TX 75019

MCLEAN COUNTYLAW & JUST
PO BOX 2400
104 W FRONT ST 7 FLR
BLOOMINGTON IL 61702-2400

3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

4. Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you wish to move, add, or delete Eligible Products at an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. that when the Service includes IBM providing you with access to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules;
4. to provide IBM with information it requests which is related to its provision of the Services to you and notify IBM of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to pay any communications charges associated with accessing these Services unless IBM specifies otherwise; and
7. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

5. Automatic Inventory Increase for Machine and Software Maintenance Service

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated maintenance Services at Specified Locations per the terms set out below.

OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

OPTION #2 - SOFTWARE MAINTENANCE SERVICES FOR AIX OPERATING SYSTEMS, OS/400, i5/OS, AND SELECTED PRODUCTS

IBM will automatically increase the inventory count and associated software maintenance Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. If the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period. If the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

The software maintenance Services that apply for these Programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

6. Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period. You agree to pay by electronic funds transfer (to an account specified by IBM) or other means acceptable to IBM.

FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.

OPTION #1 - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

OPTION #2 - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

OPTION #3 - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

FOR EACH TRANSACTION PACKAGE, ONE OF THE FOLLOWING TWO CHARGE ADJUSTMENT OPTIONS WILL APPLY BASED ON YOUR SELECTION OF PRICING METHOD SPECIFIED IN THE SCHEDULE, EITHER LINE ITEM PRICING OR BOTTOM LINE PRICING.

OPTION #1 - LINE ITEM PRICING...ADJUSTMENT MADE AS CHANGES OCCUR

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location, Eligible Machine type, or Service is added, deleted, or changed.

For all Service charges based on usage, upon IBM's request you will provide IBM with the actual meter reading recording the actual usage.

OPTION #2 - BOTTOM LINE PRICING...CHARGES ESTIMATED AT YEAR START AND ADJUSTMENTS MADE AT YEAR END

Total Services charges are estimated for each new transaction contract year based on your Eligible Product inventory and selected Services at transaction contract year start. IBM specifies applicable charges for the current transaction contract year and the associated payment option in the Schedule. At transaction contract year end, IBM will adjust that year's total charges based on changes to your Eligible Product inventory and selected Services during that year. You will be billed or credited for all applicable adjustments. In addition, either of us may request a revised Schedule be issued at any time during the transaction contract year to reflect significant changes that have occurred in your Eligible Product inventory and level of Services.

Whenever usage charges apply, IBM calculates the initial transaction contract year charge based on a mutually agreed to usage estimate. Upon IBM's request, you will provide us with the actual meter reading recording the actual usage. The estimate for each subsequent transaction contract year will be based on a combination of the previous year actual usage for 11 months and a projection for the last month of the transaction contract year. At the end of each transaction contract year, IBM will adjust that year's total usage charges based on actual usage. You will be billed or credited for all applicable adjustments.

Prior to the end of each transaction contract year, IBM will provide you with a revised Schedule for the next year based on then current inventory and selected Services.

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for IBM's provision of some additional services, e.g., Service upgrades. These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk ("**"). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e.g. actual travel and living expenses, out-of-pocket expenses). IBM will not incur these expenses without your prior approval.

7. Renewal and Termination

IBM will automatically renew Services unless you request otherwise. For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you notify IBM in advance of your desire to change the length of the renewal. Your charges will be recalculated at the start of each renewal period. For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the other of their decision not to renew.

You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. You may also terminate Services immediately prior to the start of any fiscal year for which funds have not been appropriated. You agree to request such funds from the applicable legislative body.

Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, after the Services have been under contract for at least one fiscal year.

Termination adjustment fees will not apply and you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.*

8. Governing Law

As pertains to your contracted Services, the laws of your State govern our Agreement, this Attachment, and associated Statements of Work and Change Authorizations.

9. Services

Warranty Service Upgrade

For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period.

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade.

Maintenance of IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Maintenance of Non-IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts.*

IBM's support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible; or
9. service of Machine alterations.

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise.

IBM Software Maintenance for OS/400, i5/OS and Selected Products

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge.*
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

IBM Software Maintenance for AIX Operating Systems

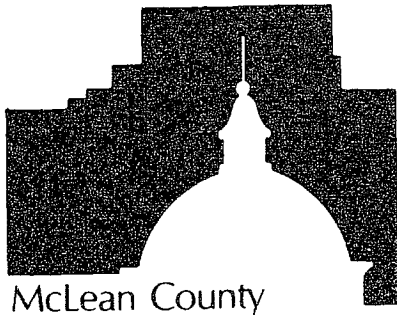
IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge.*
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Information Services Status Report
September 13, 2005**

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

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

General Administration:

Hosted the regional New World System meeting.

Reviewed the initial Status report and survey results regarding a telephony solution (attached).

Met with Oracle to discuss new technologies.

Continued management of the ongoing Property Tax implementation

Continued management of the Integrated Justice Systems implementation

Hardware/Network

Replacement of the primary computer server for the Recorder's office.

On-site visitation of Storage Area Network (SAN) installation in Springfield.

Reviewed Network Monitoring trial timeframe.

Programming/Database/Web

Provided on-site support to Tazewell County.

Continued work on web-based tool for use by ESDA.

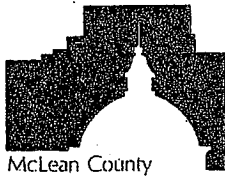
Migration of jail booking information from as/400 to SQL Server solution

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Services



H. Lee Newcom
McLean County Recorder
115 E. Washington Street, Room M-104
Post Office Box 2400
Bloomington, IL 61702-2400
(309) 888-5170
(309) 888-5927

September 6, 2005

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

Re: Reports and action items for September

I. Action Items

- A. Approval of an appropriation from the Document Storage Fund of \$12,390.00 to line 0137-0008-0006-0850-0001 for purchase of Dell server, Dell item number 221-7522.

The Recorder's office server has become unreliable. Information Services Department recommended emergency replacement. The invoice is attached and we request approval of the transfer of funds.

- B. Approval of an appropriation from the Document Storage Fund, 0137, to line 0516-0001, for hiring a 1.0 FTE temporary/seasonal position for the period of October 1 to December 31, 2005. This position will perform record index correction work. Explanation of the project is attached.

II. Information Items

Attached are our reports for the month of July, 2005.

**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 the Committee's regular meeting on September 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 12,390.00 to cover the cost of a new computer server; 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 \$ 12,390.00.

(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	\$ 12,390.00	\$ 91,536.00

(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 appropriations:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-850.0001 Capitalized Assets	\$ 0.00	\$ 12,390.00	\$ 12,390.00
TOTAL:		\$ 12,390.00	

(2)

(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 20th day of September, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

E:/john/cobd/Ea_recdocstor_server.fin.doc
9/6/05



FID Number: 74-2616805
 Sales Rep: REBECCA BALES
 For Sales: (800)274-7799
 Sales Fax: (800)433-9527
 For Customer Service: (800)981-3355
 For Technical Support: (800)981-3355
 Dell Online: <http://www.dell.com>

Customer Number: 012426195
 Purchase Order: 050000106000
 Order Number: 496993512
 Order Date: 07/26/05
 84 01 0 01 01 N

Invoice Number: **F69559909**
 Invoice Date: 07/31/05
 Payment Terms: NET DUE 30 DAYS
 Due Date: 08/30/05
 Shipped Via: EAGLE USA
 Waybill Number: 496993512



4805110100127401

SOLD TO:
 #BWNHQPV
 #0124 2619 59#

ACCOUNTS PAYABLE
 MCLEAN COUNTY
 PO BX 2400
 104 WEST FRONT ST
 BLOOMINGTON, IL 61702

SHIP TO:

MCLEAN CO INFORMATION SERVICES
 RM 202 115 E WASHINGTON ST
 BLOOMINGTON, IL 61702-2400



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	221-7522	3.16GHz, 1MB cache, Xeon 667MHz Front Side Bus for PowerEdge 6800	EA	12,304.80	12,304.80
1	1	311-4615	Single Processor PE6800	EA	0.00	0.00
1	1	311-4642	8GB, DDR2, 400MHZ (8X1GB) Single Ranked DIMMs	EA	0.00	0.00
1	1	310-5542	Dell Quietkey USB Keyboard NMB	EA	0.00	0.00
1	1	320-3000	Video ready option w/o monitor	EA	0.00	0.00
1	1	341-1899	73GB,U320,SCSI,1IN 15K,PE68X0	EA	0.00	0.00
1	1	341-1912	PERC4/eDC, 2 Internal Channels 0 External Channels	EA	0.00	0.00
1	1	341-1308	1.44MB Floppy Drive	EA	0.00	0.00
1	1	420-2966	W2K3 Server Enterprise Edition 32-bit	EA	0.00	0.00
1	1	310-0024	Mouse Option None	EA	0.00	0.00
1	1	430-8991	Dual On-Board NICS ONLY	EA	0.00	0.00
1	1	313-2700	24X IDE CD-ROM	EA	0.00	0.00
1	1	313-3277	Tower Bezel for PE6800	EA	0.00	0.00
1	1	311-4645	2X5 Split Backplane,PE6800	EA	0.00	0.00
1	1	310-6391	Electronic Documentation and OpenManage CD Kit, PE68X0	EA	0.00	0.00
1	1	341-1899	73GB,U320,SCSI,1IN 15K,PE68X0	EA	0.00	0.00
1	1	341-1949	Add-In PERC controller Split Backplane RAID 1 / RAID	EA	0.00	0.00
1	1	310-6395	Tower Chassis Orientation for PE6800	EA	0.00	0.00
1	1	310-6385	2nd Power Supply, 200 Volts Redundant, PE6800	EA	0.00	0.00
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1	1	950-0117	*Premier Enterprise Support - Complex Resolutions w/Advanced Software Support - 3 Pack -Exp. 3 Years	EA	0.00	0.00

RECEIVED
 AUG 09 2005
 AUDITOR'S OFFICE

SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$10 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCH. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	12,389.80
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	12,389.80



DETACH AT PERFORM AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO: **DELL MARKETING L.P.**
 C/O DELL USA L.P.
 PO BOX 802816
 CHICAGO, IL 60680-2816

Invoice Number: F69559909
 Customer Name: MCLEAN COUNTY
 Customer Number: 012426195
 Purchase Order: 050000106000
 Order Number: 496993512

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84 01 0 01 01 N

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For Technical Support: (800)981-3355

Shipped Via: EAGLE USA

Dell Online: http://www.dell.com

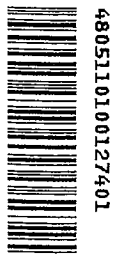
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County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

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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 the Committee's regular meeting on September 6, 2005, recommended to the County Board approval of the request received from the County Recorder to add a new part-time position to review and correct previously recorded documents; and,

WHEREAS, the Finance Committee, at the Committee's regular meeting on September 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 16,173.00 to cover the cost of said position; 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 \$ 16,173.00.

(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	\$ 16,173.00	\$ 95,319.00

(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 appropriations:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0515.0001 Part-time Employee Salaries	\$ 0.00	\$ 5,093.00	\$ 5,093.00
0137-0006-0008-0599.0001 County's IMRF Contribution	\$ 0.00	\$ 331.00	\$ 331.00
0137-0006-0008-0599.0002 Employee Medical/Life Insurance	\$5,700.00	\$ 0.00	\$ 5,700.00
0137-0006-0008-0599.0003 Social Security Contribution	\$ 0.00	\$ 390.00	\$ 390.00
0137-0006-0008-0621.0001 Non-Major Equipment	\$10,000.00	\$ 5,000.00	\$15,000.00
0137-0006-0008-0750.0001 Equipment Maintenance Contract	\$ 3,000.00	\$ 259.00	\$ 3,259.00
0137-0006-0008-0750.0004 Software License Agreement	\$18,000.00	\$ 5,100.00	\$23,100.00
TOTAL:		\$16,173.00	

(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 20th day of September, 2005.

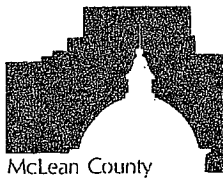
ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

E:/john/cobd/Ea_recorder_docstorsept06.fin.doc
9/6/05



H. Lee Newcom
McLean County Recorder
115 E. Washington Street, Room M-104
Post Office Box 2400
Bloomington, IL 61702-2400
(309) 888-5170
(309) 888-5927

September 6, 2005

To: Honorable members of the Finance Committee

From: Lee Newcom, Recorder

Re: Request for appropriation to repair records

As reviewed last month in the Finance Committee, the Recorder's office suffers from deep systemic problems in its computer database. It is a responsible action of our stewardship of these important public records to correct incomplete, corrupt or improperly entered records where practical and necessary. This is a request for an appropriation from the Document Storage Fund to begin repair work on one small segment of that database that renders a body of records unusable from a recent and active year of Recorder's office filing activity.

Appropriation requested:

From the Document Storage Fund we are requesting an appropriation to cover the following:

1.0 FTE Classification 0011 Step 1. This will be "temporary/seasonal" position for the period of October 1 to December 31, 2005. The position will be extended through our 2006 budget for one to three months depending on the finish date.

Purchase of the necessary computer equipment is already contained in our 2005 budget.

Explanation

Several years ago, during data conversion from one vendor to another, a group of 7,575 documents from a period surrounding 1993 became corrupted, unusable and were given a date from the year 1900. As this is a very active year for property record searchers, this data could be considered of high importance to restore to accessibility. The long delayed importance of making these documents accessible is illustrated by their commonly known moniker in our office as the "Liz" documents. They each contain a notation, "Liz," in their kind code. This was placed there by the technicians doing the conversion to notify a then current office employee that the record needs to be opened and corrected. That work was never accomplished.

Each document must be opened and have the date and varied fields of information corrected. The correct information is available to the employee doing the work by viewing the document either on-screen, if it is in our database, or by viewing the microfilm image.

Preliminary testing of needed corrections and estimate of employee time needed.

In preliminary tests we have opened and repaired approximately 250 of these documents. Our methodology was to access the document, print it on paper, and then correct the on-screen indexing information reading from the paper copy. Based on processing these records we estimate an average time of these corrections of 5 minutes per document.

This extends to approximately 600 hours, or 16 weeks of work for 1.0 FTE, for the remaining 7,325 documents. Additional hours may be needed to include training of the employees and a ramp up of their skills. We also do not know the impact of retrieving and downloading documents from film as we have not had that capability before. We will employ two part-time employees to do the corrections, each working 3.5-4 hours per day.

Alternative methods of accomplishing this project

Outsourcing this project has been explored and is not practical for the following reasons:

1. Any outside vendor would have to purchase and train employees on use of the Cott System software. That vendor would then have to have their system modified to the McLean County transaction and kind coding, customer and subdivision lists, and ALL McLean County recorder's office historic computer records loaded into the vendor computers. It is not possible to separate out a group of documents.
2. Our Cott system is uniquely set up with document types and kind codes specific to McLean County. Therefore, daily access to the existing asset of employees and management will be necessary for the employees accomplishing the repair work.
3. Due to the software issue, the only vendor that can accomplish the work is Cott Systems. They do offer data conversion services and are a practical vendor because of their unique familiarity with the system and McLean County data. However, in discussions with them the issue of the microfilm availability during the work is crucial. That film will only be available to the employees here, in our office.

What happens when this project is finished.

As previously discussed in the Finance Committee, our office has many important data correction needs to bring our records up to an acceptable level of professional integrity. This project will provide vital experience and data to allow management to make decisions regarding the correction of additional corrupted records. As the position requested here will be a temporary employee, we have the ability to truncate employment at the end of this project should we not want to immediately begin correction of another set of records.

Resolution

RESOLVED, that the McLean County Board (hereafter "Board") hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA"), for the purchase of new accessible voting equipment certified by the State Board of Elections and in compliance with HAVA requirements.
2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of the equipment to be purchased, providing full information about payment amount and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections or by the due date indicated on contract, whichever is earlier, as required by federal cash management statutes. The "Board" agrees to forward a copy of the check paid to the vendor and a copy of a paid invoice from the vendor to the SBE within 30 days of paying its vendor.
3. The "Board" agrees to take such action as necessary to be certain that the new voting equipment is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), and will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (a)(3) by January 1, 2006 (Attachment B).
4. The "Board" understands and agrees that equipment purchased by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board."
5. The Board further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.
6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Election Assistance Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse, or misappropriation of HAVA funds received from the State Board of Elections. Indemnification shall include but not be limited to attorney's fees, fines,

penalties, and other associated costs of litigation. The "Board" specifically agrees that in the event of any claim of misapplication, misuse, or misappropriation of the funds and demand for reimbursement against this "Board," this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The "Board" authorizes PeggyAnn Milton, McLean County Clerk or other designated official, to act as the agent for the "Board" in preparing and executing all applications and other documents required by the State Board of Elections for the purchase of HAVA approved and State Board of Elections certified accessible voting equipment, and the "Board" authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. She is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of this "Board".

The vote was:

Ayes _____
Nays _____
Absent _____

Approved by:

Michael Sweeney
County Board Chairman

Attested by:

PeggyAnn Milton
County Board Clerk

Attachment A

Sec. 906. No Effect on Other Laws.

(a) In General. – Except as specifically provided in section 303 (b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

1. The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).
2. The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).
3. The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).
4. The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).
5. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
6. The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act. – The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

Attachment B

SEC. 301. VOTING SYSTEMS STANDARDS.

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement

ballot if the voter was otherwise unable to change the ballot or correct any error).

(C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, 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 City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

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

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting range owned by the City of Bloomington: and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police

“Facility”: The City of Bloomington Police Shooting Range

III. ADMINISTRATION

The facility shall be administered by the Chief or his designate.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The Chief or his designate shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for review on or before May 1st of each year. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief or his designate will issue a final schedule on or before June 1st of each year.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, an agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief or his designate. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

All police agencies using the shooting range shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Each police agency using the shooting range shall provide its own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each requesting police agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the requesting police agency shall be billed for any damage discovered at the shooting range site after such agency used the range but prior to any other agency using the facility.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, twice per year, once in the spring and once in the fall, for eight hours per day (16 hours/year total) to perform range preparation duties.

V. RANGE FEES / BILLING

Each agency shall pay the City of Bloomington an annual fee of Seven Thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility. This fee shall be paid on January 1st of each year and shall represent payment for the previous year's use. The fee shall be the same regardless of the number of times the agency uses the facility during the year. Any fee changes will not be made without prior written notification and justification to the parties of this agreement.

VI. MAINTENANCE

The City of Bloomington will keep the facility and all mechanical devices maintained in good operating condition. If an agency cannot use the facility because it is not in operating condition on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only

under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational problems with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designate immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designate can verify and document the problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against and all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event a employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

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

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give sixty days notice of such intention to the other parties to this Agreement before such withdrawal becomes effective.

IX. TERM

This Agreement shall remain in full force and effect for a period of three years, beginning on July 1, 2005 and terminating on June 30, 2008. First payment is due January 1, 2006

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman McLean County Board
By: *D. Owens*
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

July 13, 2005
Date

CITY OF BLOOMINGTON

By: *Steve Sider*
Mayor

ATTEST: *Danny*
Bloomington City Clerk

July 20, 2005
Date

TOWN OF NORMAL

By: *Christopher Koro*
Mayor

ATTEST: *Wendell J. Bygg*
Normal Town Clerk

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

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 Woodford 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 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 Woodford County.

WHEREAS, The County of Woodford has used all of the detention days provided for in the first contract for the year 2005; and

WHEREAS, The County of Woodford is in need of additional detention days; and

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

NOW THEREFORE the County of McLean and The County of Woodford agree as follows:

II. PARTIES

McLean is the receiving County. Woodford is the transmitting County.

III. TERMS

One hundred (100) 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 \$ 8,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2005).

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local

Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

Matthew Noar
Director of Court Services
105 E. Court Street
Eureka, Illinois 61530

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

APPROVED:

APPROVED:

Woodford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Woodford County Clerk

McLean County Clerk

Date

Date



COURT SERVICES


Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: August 19, 2005

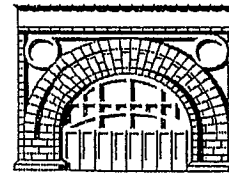
RE: Juvenile Detention Bed Space Contract with Woodford County

I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 100 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. This contract is identical to the previous contracts with Woodford County, with the exception of the number of days. The previous contract was entered into in January of 2005 and was for 365 days.

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

The Woodford County board approved this contract at their August board meeting.

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



August 12, 2005

Mr. Jack Moody
Director of Facilities Management
Law & Justice Center
104 W. Front St, Rm. 100
Bloomington, IL 61702-2400

RECEIVED

AUG 16 2005

Facilities Mgt. Div.

Dear Mr. Moody,

On behalf of the Landmarks Preservation Council of Illinois, I am pleased to inform you that the

McLean County Museum of History
has been selected to receive the
**2005 Richard H. Driehaus Foundation Award for
Outstanding Restoration**

Congratulations for winning in what was a very competitive pool of nominees. We would like to invite you and your project teams to the awards dinner and ceremony, to be held on Saturday, October 15th from 5:30 to 9:00 p.m. in the Stock Exchange Trading Room at the Art Institute of Chicago to receive your award. Each award-winning project will receive a total of two complimentary reservations to the awards dinner. You may, however, invite as many guests as you would like. Additional reservations will be \$75 per person. Formal invitations will be mailed in the next several weeks.

The Landmarks Preservation Council of Illinois wishes to thank the entire Planning/Design/Construction team for demonstrating their high level of commitment to the principals of historic preservation and the architectural resources of Illinois.

Sincerely,

David A. Bahlman
President

Cc: Stephanie Janik, Wiss, Janney, Elstner & Assoc.
Greg Koos, McLean County Museum of History
Michael Sweeney, McLean County Board
John M. Zeunik, McLean County Administrator

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