

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

July 24, 2001



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (July 24, 2001)</b> .....	<b>1</b>
<b>Consent Agenda</b> .....	<b>2-19</b>
County Highway .....	3-8
Building and Zoning .....	9-12
Property Committee.....	13-19
<b>Executive Committee</b> .....	<b>20-23</b>
Contract – Professional Services with Wayne Miller – IJIS .....	20-23
<b>Finance Committee</b> .....	<b>24-35</b>
Resolution – Establishing Charges for Services – McLean County Nursing Home .....	24-25
Resolution – Amending FTE Positions Resolution 2001 – Children’s Advocacy Center ..	26
Audit – Fiscal Year 2000 as Prepared and Submitted by Clifton Gunderson.....	27-35
<b>Justice Committee</b> .....	<b>36-61</b>
Ordinance – Emergency Appropriation – Metcom .....	36-37
Ordinance – Emergency Appropriation – Contract Extension and Funding Increase	38-49
Contract – Patrick J. O’Rourke for Special Public Defender .....	50-54
Request – Grant Funds for Community-Based Detention Alternative Program.....	55-60
Application – for Federal Discretionary Lapse Grant Funds – Court Services .....	61
<b>Land Use and Development Committee</b> .....	<b>62</b>
<b>Transportation Committee</b> .....	<b>62-63</b>
Agreement –McLean County Board, BNWRD, and Corn Belt Cooperative .....	62-63
<b>Property Committee</b> .....	<b>64-68</b>
Amendment – Office Space Lease Agreement for PATH Crisis Center – Fac. Mgmt..	64-66
Request – Lease Wheel Loader Unit for One Year Term – Parks and Recreation .....	67-68
<b>County Administrator’s Report</b> .....	<b>69</b>
<b>Other Business and Communication</b> .....	<b>69</b>
<b>Approval of Bills</b> .....	<b>70</b>
<b>Adjournment</b> .....	<b>71</b>

**July 24, 2001**

The McLean County Board met on Tuesday, July 24, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

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

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

**The following Members were absent:**

David Selzer, and Duffy Bass.

**Proceedings of June Meeting:**

The Proceedings of the June 19, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Renner/Rodman moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**Consent Agenda:**

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

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, County Engineer

AGREEMENTS:

a) Request for Approval of a Local Agency Agreement for Federal Participation - Danvers Yuton Road  
Sec. 98-00038-03-WR

B. Building & Zoning - Phil Dick, County Planner

1) Zoning Cases:

a) Grant the application of Jeff Johnson in case 01-28-S. He is requesting to amend special use 00-52-S in order to allow more acreage for a single family residence in the A-Agriculture District on land undesirable for farming purposes. The 14.5 acre property is located in Dawson Township immediately east of Road 2400E and approximately ½ mile north of Road 800N (County Highway 36).

2) Subdivision Case:

a) Approve an ordinance adopting the final plat of the First Addition to William C. Brewer Subdivision, File S-01-06. The property is located in Dry Grove Township immediately east of the West Twin Grove Church Road approximately ¾ mile north of Illinois Route 9.

C. Transfer Ordinances

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

Property Committee

a) Request for Approval of Bid Quote Received to Repair Broken Window at Law and Justice Center - Facilities Management

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

a) REAPPOINTMENTS:

*NONE*

b) APPOINTMENTS

*NONE*

c) RESIGNATIONS

*NONE*

F. Approval of Resolutions of Congratulation<sup>2</sup>s and Commendation

Local Agency McLean County	 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Section 98-00038-03-WR
		Fund Type STR
		State Contract <input checked="" type="checkbox"/> Day Labor <input type="checkbox"/> Local Contract <input type="checkbox"/> RR Force Account <input type="checkbox"/> X

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

**Location**

Local Name Danvers/Yuton Road (C.H. 18) Route FAS 471 Length 5.8758 Miles  
 Termini Village of Danvers on West end and C.H. 70 on East end

Current Jurisdiction McLean County

**Project Description**

Existing Str. No. \_\_\_\_\_

Bituminous Base Course widening, leveling binder, crack control, bituminous binder and surface, with aggregate shoulders

Type of Work	Division of Cost				Total
	FHWA	%	State	%	
Participating Construction	\$ 575,000	( * )	( )	( )	\$ 1,400,000
Non-Participating Construction		( )	( )	( )	
Preliminary Engineering		( )	( )	( )	\$ 25,000
Construction Engineering		( )	( )	( )	\$ 25,000
Right of Way		( )	( )	( )	
Railroads		( )	( )	( )	
Utilities		( )	( )	( )	
<b>TOTAL</b>	<b>\$ 575,000</b>				<b>\$ 1,450,000</b>

NOTE: The above costs are approximate and subject to change. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.  
 \* 80% not to exceed \$575,000

**Local Agency Appropriation**

The LA on July 24, 2001, appropriated, by separate resolution, ordinance or road improvement statement, \$ 875,000 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with  MFT Funds  Other Funds.

**Method of Financing (State Contract Work)**

METHOD A--Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B-- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C--LA's Share \$ 825,000.00 divided by estimated total cost multiplied by actual progress payment.  
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-145-01	SR-471 (103)				

**Agreement Provisions**

**THE LOCAL AGENCY AGREES:**

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 98-00038-03-WR
-------------------------------	---------------------------

- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency McLean County	Section 98-00038-03-WR
-------------------------------	---------------------------

**IT IS MUTUALLY AGREED:**

- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

**ADDENDA**

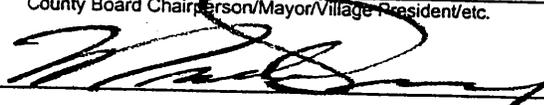
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 MFT Resolution

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

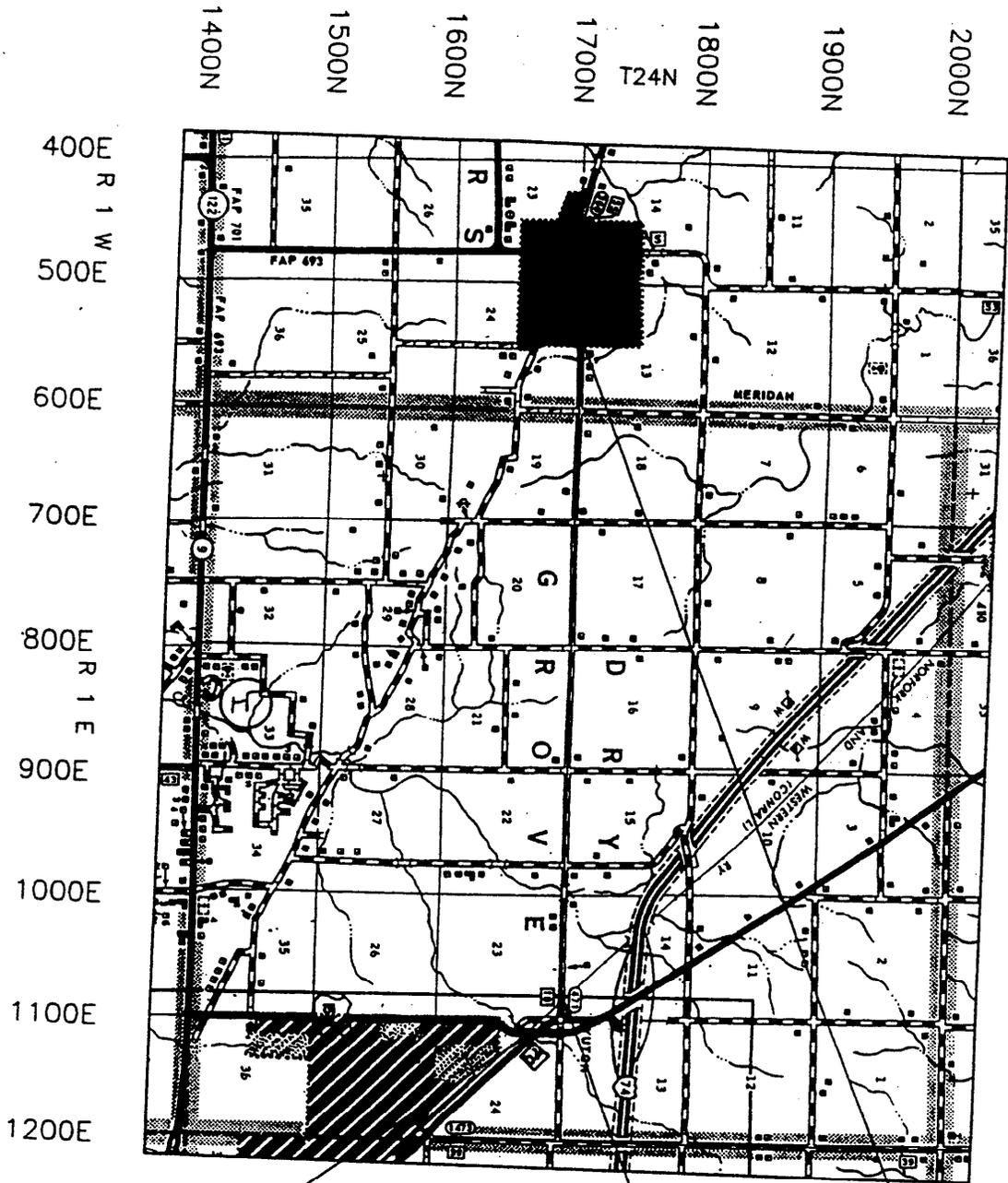
Name Michael F. Sweeney  
Title Chairman, County Board  
County Board Chairperson/Mayor/Village President/etc.  
Signature   
Date July 24, 2001

**APPROVED**

State of Illinois  
Department of Transportation  
By \_\_\_\_\_  
Director of Highways  
Date \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency McLean County
Section 98-00038-03-WR



BEGINNING STA: 16+41  
 ORIGINALLY BUILT AS 38G

RR TRACK OMISSION 43'  
 STA: 322+14 TO STA: 322+5

ENDING STA: 327+08

T



Resolution for Improvement by County Under the Illinois Highway Code

Danvers-Yuton Raod

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 18, beginning at a point near the N.E. Corner of Section 23. T24N, R1E, of the 3rd P.M.

and extending along said route(s) in a(n) Westerly direction to a point near the intersection of State Street in Danvers

a distance of approximately 5.88 mile; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be widening and resurfacing with the construction of Bituminous Concrete Base Course Widening, bituminous concrete binder and surface course with aggregate shoulders and, area reflective crack control, bituminous surface removal, and other miscellaneous items.

and shall be designated as Section 98-00038-00-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of

Eight Hundred Seventy-Five Thousand dollars, (\$ 875,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement; and provide engineering.

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

APPROVED

Date

Department of Transportation

District Engineer

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

McLean County, at its Regular meeting held at Bloomington

on July 24, 2001

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 25th day of July A.D. 2001 (SEAL) Peggy Ann Milton County Clerk

Michael F. Sweeney, Chairman

APPROVED BY THE BOUNTY BOARD ON July 24, 2001

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jeff Johnson in case 01-28-S. He is requesting to amend special use 00-52-S in order to allow more acreage for a single family residence in the A-Agriculture District on land undesirable for farming purposes. The 14.5 acre property is located in Dawson Township immediately east of Road 2400E and approximately ½ mile north of Road 800N (County Highway 36).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 3, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 14.5 acre property is used as pasture, is hilly, and drains to the southeast. The property has approximately 800 feet of frontage on the east side of Road 2400E which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USES** - The surrounding zoning is A-Agriculture District on all sides. The land to the north and west is used for crop production. The land to the east is wooded. The land to the south is partially wooded and is used as a single family residence.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 94.13 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 203.13 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The proposed 14.5 acre dwelling site is an isolated tract that is not desirable for agricultural uses, is hilly, has not been used for crop production, has a ditch running through it and is adjacent to a residence on the south.
2. This proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The dwelling site includes trees and grass areas that have not been used for crop production.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject parcel is an isolated tract that is not well suited for crop production.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a private septic system approved by the McLean County Health Department. The property has 800 feet of frontage on the east side of Road 2400E.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided for an entrance. The applicant has obtained approval to use the existing entrance from the Dawson Township Road Commissioner for the proposed single family dwelling.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.

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

Therefore, this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and none absent.

Respectfully submitted this 3<sup>rd</sup> day of July 2001, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

**ORDINANCE OF APPROVAL  
FINAL PLAT  
FIRST ADDITION TO WILLIAM C. BREWER SUBDIVISION, FILE S-01-06**

WHEREAS, William Larry Brewer as owner of the property has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the First Addition to William C. Brewer Subdivision, file number S-01-06, and has executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, William Larry Brewer has subdivided this property into one lot in order to set an existing dwelling aside on one acre from a 33 acre farm; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

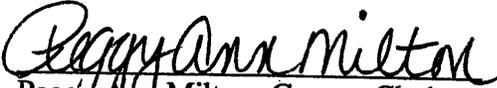
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid First Addition to William C. Brewer Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 24<sup>th</sup> day of July 2001.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

**McLean County Department of Building and Zoning**

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

**CASE NUMBER S-01-06**

**1. REFERENCE**

- a. Meeting date: July 5, 2001
- b. Subdivider's name and address: William Larry Brewer, RR 4 Box 216,  
Bloomington, IL 61704

**2. LOCATION AND, LAND USE AND REQUEST:**

- a. Property location: Immediately east of the West Twin Grove Church Road  
approximately 3/4 mile north of Illinois Route 9
- b. Township: Dry Grove Township
- c. Parcel Number: Part of 13-33-200-015
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot  
subdivision for the First Addition to William C. Brewer  
Subdivision
- f. Existing land use: Single family residence

**3. DIMENSIONS:**

- a. Size of Parcel: One acre after road dedication - 1.48 acres before
- b. Road Dedication: The property is located along the West Twin Grove Church  
Road where it makes a 90 degree bend from north to east. The applicant is  
dedicating right-of-way along both of these property lines.

The applicant is requesting a waiver of the Preliminary Plan requirement and the staff is recommending that the request be approved. A single family residence is located on the property; it is being set aside from 30 acres of land most of which is tillable.

The County Health Department and the County Highway Department have signed off on the proposed waiver and subdivision.

Respectfully submitted,



Philip Dick, AICP  
County Planner



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

Michael F. Sweeney  
Chairman

July 17, 2001

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Facilities Management to award the bid in the amount of \$5,545.00 to replace the broken window on the fourth floor level of the North elevator tower of the Law and Justice Center to JMC Glass Company, 302 South Lee Street, Bloomington, Illinois.

Funds for this purchase are available in the Fiscal Year 2001 appropriated budget of the Facilities Management Department 0041, Law and Justice Center program 0050.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Hoselton  
Joseph Sommer

District #3  
Michael F. Sweeney  
Diane R. Bostic

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

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

District #9  
Gene Satch  
Adam D. Kinzinger

District #2  
Matt Sorensen  
W. Bill Emmett

District #4  
Susie Johnson  
Dr. Robert L. Arnold

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

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



# JMC GLASS & MIRROR

302 S. Lee Street Bloomington, IL 61701 TEL (309) 827-5478 FAX: (309) 828-7480

RECEIVED

JUN 28 2001

Facilities Mgt. Div.

To: McLEAN COUNTY FACILITIES MANAGEMENT  
104 W FRONT ST, PO BOX 2400  
BLOOMINGTON IL 61702-2400  
ATTN: MR. JACK MOODY

Date 6/27/01

We propose to furnish AND INSTALL

As-listed below for McLEAN COUNTY LAW & JUSTICE CENTER

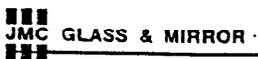
At the following Address NORTH WALL, 4TH FLOOR, BLOOMINGTON IL

For the total of: FIVE THOUSAND FIVE HUNDRED FORTY-FIVE Dollars  
5,545.00

(\$ \_\_\_\_\_ ) This proposal includes the following:

REPLACE BROKEN INSULATING GLASS  
ON THE NORTH ELEVATION, 4TH  
FLOOR. 1 - 50-3/8" X 127" 1"  
TEMPERED INSULATING GLASS  
CLEAR WITH A LOW E COATING

Exclusions: Cleaning/Protection/Storage/Glass Breakage-Other than caused by our men.  
Terms: (Materials only - Net 30 days)  
Contracts - 90% of material and labor performed during month to be paid by 10th of the following month.  
Balance on completion.



By: Max Cheatham

Accepted Date: July 24, 2001  
14  
By: [Signature]



FACILITIES MANAGEMENT  
(309) 888-5192 FAX (309) 888-5209  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: June 28, 2001

Subj: Broken Window at Law and Justice Center

At approximately 7:50 p.m. on Monday, June 11, 2001, it was reported that a large window on the 4<sup>th</sup> floor level of the new elevator tower on the north side of the Law and Justice Center had been broken, presumably by a high velocity projectile, possibly a small caliber pellet gun. We notified the County Administrator. Our staff came in and secured the area on the 4<sup>th</sup> floor and ground level by cleaning up all the glass. The broken window area was boarded up. A copy of the police report prepared by the Sheriff's Department is attached for your information. There were no reported injuries.

We have been attempting to secure several quotes from area glaziers. We telephoned all glass companies listed in the phone book. We were told by the glass companies that either they do not handle this type of work involving such a large piece of glass and do not have the equipment or expertise to do work that high off the ground, or they are too busy and do not have time for this needed repair. Only one area glass company was able to submit a quote.

Attached, we are forwarding for your kind review the quote from JMC Glass Co., 302 S. Lee Street, Bloomington, Illinois, in the amount of \$5,545.00 to replace the broken glass. The repair will require two cranes and a work crew from their firm. They have stated that if awarded the project, they do not expect the glass to arrive for 2-3 weeks after it is ordered. They have stated that the replacement window glass will match the exiting exterior glass of the elevator tower. If this firm is awarded the project we will secure a copy of their Certificate of Insurance naming McLean County as an additional insured and holding the County of McLean harmless for any and all liability associated with the repair.

**Broken Window at Law and Justice Center**

**June 28, 2001**

**Page two**

We have determined that it would be more costly to employ a glass company through an area general contractor who would typically add on an additional 10% -15% for overhead if this project were contracted out to a general contractor. We have worked with this firm before with success on several projects. We attempted to secure at least three (3) quotes. Therefore, Facilities Management requests and recommends your kind approval of the attached quote so we can proceed to make this needed repair as soon as possible.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

JMCGlass.Doc

McLean County Incident Report - 200107040

Date: 06/12/2001 12:31

Page: 1 of 3

Incident #: 200107040 McLean County Sheriff PD

Report Date: 06/11/2001 20:00 Start Date: 06/11/2001 18:00 End Date: 06/11/2001 18:15 Status: 09 - Administratively closed

Summary: ON 06-11-01 TOM HAWK REPORTED THAT PERSONS UNKNOWN HAD DAMAGE THE CENTER WINDOW ON THE 4TH FLOOR OF THE LAW AND JUSTICE CENTER FACING NORTH.

Report Type:

Incident Location

Address: 104 W FRONT STR

Intersection: BLOOMINGTON, IL LAW AND JUSTICE CENTER

Distance: F Beat: 8 Sub Beat:

Incident Offenses

#1 Original Report 1340 CRIMINAL DAMAGE TO STATE SUPPORTED PROPERTY

Remarks:

Officers Involved

Reporting OFFICER SHANE HARBISON - MCSP - 9396 - Original Report

Approving PATROL SERGEANT MIKE ESSIG - MCSP - 4979 - Original Report

Incident People

Reporting Pe TOM HAWK

Sex: M Race: W DOB: Age: 00 Original Report

Address: 104 W FRONT STR BLOOMINGTON, IL 61701

Business Phone: (309) 888-5098 09/16/1998

Employment: MCLEAN COUNTY LAW AND JUSTICE CENTER, 104 W FRONT BLD BLOOMINGTON IL 61701-0 - (309) 888-5301 09/16/1998

Incident Businesses

LAW AND JUSTICE CENTER

Address: 104 W FRONT BOX 2400 BLOOMINGTON, IL 61701

12/06/1999 Original Report Victim

RECEIVED  
 JUN 12 2001  
 Facilities Mgt. Div.

**McLean County Incident Report - 200107040**

Date: 06/12/2001 12:31

Page: 2 of 3

**Incident Property      Total Value    \$2,500**

---

WINDOW



Value: \$2,500

110044617

4X12 GLASS WINDOW

---

**McLean County Incident Report - 200107040**

Date: 06/12/2001 12:31

Page: 3 of 3

Incident Narrative 1 06/11/2001 20:56

Reporting OFFICER SHANE HARBISON - MCSP, ID # 9396

On 06-11-01 Tom Hawk reported that persons unknown had damage the center window on the 4th floor of the Law and Justice Center facing north. The window was completely shattered and had to be removed. The window was damaged between 1800 hours and 1815 hours. Tom estimated replacing the window at a cost of \$2,500. There are no suspects at this time. This case is administratively closed.

Members Pokorney/Nuckolls moved the County Board approve the Consent Agenda. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

CONTRACT

This Contract, entered into this 24th day of July, 2001 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Mr. Wayne Miller, hereinafter known as, "the Consultant":

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

WHEREAS, there is a necessity to provide additional professional contract services to the Integrated Justice Information System Project Team during the design, development, and implementation of the Integrated Justice Information System Project; and

WHEREAS, the Consultant has the capacity to provide such services;

NOW, THEREFORE:

1. The Consultant is hereby retained by the County to provide "Project Management and Consulting" assistance to the Integrated Justice Information System Project
2. The County shall pay to the Consultant and the Consultant agrees to accept as full payment for the professional services furnished under this agreement said amount of \$30.00 per hour.

The Consultant agrees to:

1. Wayne Miller shall be assigned to assist the Integrated Justice Information System Project Team during the design, development, and implementation of Phases VI, VII, and VIII of the Integrated Justice Information System Project. Mr. Miller will provide "Project Management" assistance and direction to the Integrated Justice Information System Project Team.
2. The Consultant, as an independent contractor, shall be required to secure and maintain workers' compensation insurance in accordance with Illinois law and, upon request, supply to the County a certificate of insurance evidencing such coverage.
3. The Consultant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Consultant's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall be retroactive to March 1, 2001, and shall terminate on December 31, 2001, or upon the completion of Phase VI, VII, and VIII of the Integrated Justice Information System Project. The parties agree that the Consultant shall submit invoices to the County

(2)

Administrator for review and approval.

2. The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Consultant from engaging in additional consulting and training services apart from the services provided by this contract.
4. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Consultant upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (c) Written notice shall be mailed by certified copy to the following address:

(3)

For the Consultant:

Mr. Wayne Miller  
1407 Heritage Road West  
Normal, Illinois 61761

For the County:

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

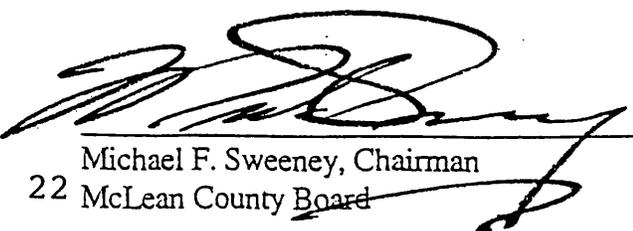
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns,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

IN WITNESS THEREOF, the parties have affixed their respective signature on the 24th day of July, 2001.

APPROVED:

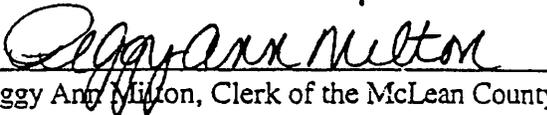
\_\_\_\_\_  
Wayne Miller

APPROVED:

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

(4)

ATTEST:



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

Members Sommer/Berglund moved the County Board approve a Request for Approval of Extension of Contract for Professional Services with Mr. Wayne Miller - County Board: Integrated Justice Information System Project. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the other items for information are found on pages 28-48.

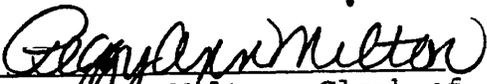


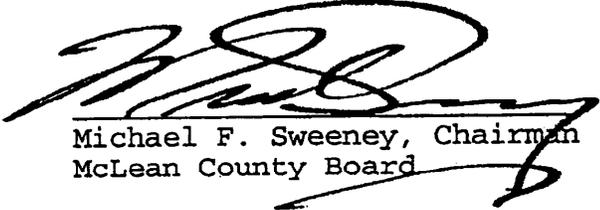
(2)

ADOPTED by the County Board of McLean County, Illinois, this ~~19th~~  
24<sup>th</sup> day of ~~December, 2000~~ July, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

e:\ann\res\nhprivatepay\_rateadj72401.res

Members Sorensen/Rodman moved the County Board approve a Request for Approval of a Resolution Establishing Charges for Services: Increase in the Private Pay Rate - McLean County Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION AMENDING THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION FOR 2001

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, the Children's Advocacy Center has been notified of the receipt of a grant from the Illinois Department of Children and Family Services (DCFS) which will provide needed services through the Children's Advocacy Center by funding a part-time Case Manager and a part-time Office Support Specialist I; and,

WHEREAS, the Finance Committee, at its regular Committee meeting on July 3, 2001, recommended the approval of a change in the Full-Time Equivalent Positions Resolution to provide for these part-time positions for the last six months of 2001, now, therefore,

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

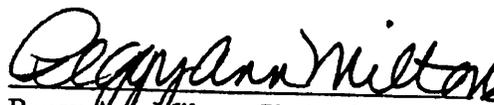
FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME	
			NOW	NEW
0129-0062-0021	08	516.8123 Case Manager	0.0	0.25

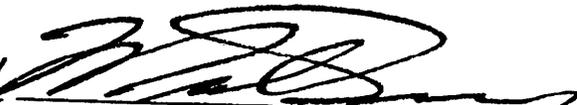
This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County, Illinois, this 24th day of July, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman of the McLean County Board

e:\john\voob\ccac\_ftc\_jun01

Members Sorensen/Renner moved the County Board approve a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2001 - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

26

Member Sorensen, Chairman, presented the following:



**Clifton  
Gunderson LLP**  
Certified Public Accountants & Consultants

May 18, 2001

**CONFIDENTIAL**

Chairman and County Board  
McLean County, Illinois  
Bloomington, Illinois

In planning and performing our audit of the general-purpose financial statements of McLean County, Illinois for the year ended December 31, 2000, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the general-purpose financial statements and not to provide assurance on the internal control. Our consideration of the internal control was only a part of our overall audit plan and was not intended to be a complete review of all of the County's accounting procedures, therefore, it would not necessarily disclose all reportable conditions or other comments for improvement. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

As a result of the procedures described above, we have the following comments and recommendations for improvement.

**COUNTY RECORDER**

Prior to beginning our audit, we were informed by management that a potential misappropriation of funds had occurred during the year in the County Recorder's office. Upon further investigation, we understand that a misappropriation was possible due to a weakness in internal controls, including a lack of segregation of duties and computer software controls as explained below.

Segregation of Duties

At the end of each day, a report is generated from the computer system that shows total fees collected by type of fee. This report is then reconciled to the total cash and checks collected for the day. The individual that performed this reconciliation also collected cash from customers. This is a lack of segregation of duties as this individual initiates the transaction and also performs the reconciliation function (detective control).

Computer Software Controls

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

The combination of these weaknesses in internal controls allowed funds to be misappropriated in the following manner: A clerk receives and records a cash payment for a fee charged. Later, the clerk performs an edit on the transaction and changes the receipt of cash to a charge in the computer system or changed the transaction receipt to zero. At the end of the day, the same clerk reconciles the funds received (cash and checks) with the amount collected per the computer report. Since the cash receipt was changed to a charge or the transaction was changed to zero, there is more physical cash in the drawer than is shown on the daily report. The clerk would then misappropriate the "excess" cash.

Any system of internal control is based on good segregation of duties linked with the on-going detective reconciliation process. The responsibilities of personnel in this office related to accounting functions need to be revamped. Strengths of the computer system, such as the use of "personal identification numbers" for charge customers should be used. Effort should be made to work with the software company to build the appropriate electronic security levels that transactions cannot be changed without a visible audit trail. Corrections should be reviewed for propriety only by a third party when errors legitimately occur during the normal course of operations. Any unexplainable changes should be investigated immediately. To the extent possible, duties should be segregated so the individual performing the daily reconciliation does not perform the cash collection function.

We are continuing to work with this office in reviewing data related to the potential misappropriation. We would expect to have more concise recommendations for modification to procedures in the office as that work progresses and will report appropriate data to the Board as that work evolves and concludes.

#### Reconciliation of Revenue

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

Additionally, we noted that the revenue collected by the Recorder's office was not being turned over to the Treasurer's office on a timely basis. Funds were deposited in a separate County Recorder bank account and turned over to the Treasurer's office. At December 31, 2000, this account had a balance of approximately \$84,000, which represents about three weeks of fee collections.

The reconciliation process is a key part of detective controls and adds validity to the integrity of recorded revenues. Each office should be responsible for the respective reconciliations and/or recording of the revenue recognized.

We recommend that the Recorder's office reconcile revenues received per their computer system to the County general ledger on a monthly basis. Any differences should be investigated and corrected immediately. Additionally, consideration should be given to turning over receipts to the Treasurer's office on a daily basis rather than deposited in a separate bank account and turned over every few weeks.

### Revenue Stamp Inventory and Cash Receipts

Currently, there is no reconciliation between the physical revenue stamp inventory and the descending stamp meter, nor is the revenue stamp inventory reconciled to the amount recorded on the general ledger (Revenue Stamp Fund, Fund #151). Additionally, no reconciliation is prepared for the stamp revenue between receipts book and the general ledger, although the office does perform a daily reconciliation between the stamps sold per the stamp meter and stamp revenue per the computer system. As a result, the inventory amount recorded in the general ledger is different than the actual physical inventory.

We recommend that the Recorder's office take a physical revenue stamp inventory monthly. The physical inventory should then be reconciled to the inventory on the descending stamp meter and the general ledger with any differences being investigated and adjusted on a timely basis. Also, a monthly reconciliation of receipts recorded in the receipts book to the general ledger should be performed.

### **ACCOUNTS RECEIVABLE/INTERFUND ACCOUNTS**

During our audit, we noted that numerous accounts receivable required adjustment. In most of the funds, the County operates on a cash basis throughout the year. It appears that traditionally for these funds, the County has adjusted the receivables only at year-end to adjust the books to the modified accrual basis of accounting. During 2000, some of the accounts receivable balances had been adjusted but supporting lists of what was accounted for within the accounts was not readily available. Other accounts receivable balances had not been adjusted since the 1999 audit.

Also, at December 31, 2000, we noted that some interfund accounts such, as "due to/from other funds" and "transfers" between funds did not balance.

The impact of the above items is that as balance sheet accounts are adjusted, the net effect hits other accounts; and could affect the amount recognized as revenue over expenditures. If balance sheet accounts are reconciled to underlying documentation each month, such a reconciliation enhances the integrity and accuracy of the data within the financial system. Additionally, all interfund accounts should be balanced monthly to ensure cut-off between funds is proper. Without proper reconciliations, errors may go undetected and interim financial statements may be inaccurate for use in making management decisions.

### **CONDEMNATIONS AND ABANDONED PROPERTY FUND**

During our audit of the Condemnations and Abandoned Property Fund, we noted several items that had been outstanding for many years. We are aware that the State of Illinois has recently begun auditing governmental and not-for-profit entities to determine if the abandoned/escheat property is properly being remitted to the State.

We recommend that the County regularly review the items in this and other funds. Any items that are held for seven years should be remitted to the State under escheatment laws. This procedure will ensure compliance with applicable laws and regulations.

## **GRANT EXPENDITURE REPORTS**

During our audit, we noted that expenditure reports for two grants passed through the Illinois Criminal Justice Information Authority had not been filed for reimbursement on a timely basis. These grants, Domestic Violence Protocol Implementation Program and the Accelerated Dispositions Grant Program, are administered by the State's Attorney's office. In order to receive reimbursement for the expenditures incurred on these grants, the County must file a claim with the Illinois Court of Claims as the State's appropriation for that fiscal year has lapsed.

We recommend that the State's Attorney's office designate an individual to ensure the requests for reimbursement are filed within the required timeframe. These expenditure reports should be reviewed for propriety by management prior to filing with the State. Failure to comply with the reporting requirements may delay payments or even result in cancellation of the grant, in which case the County will bear the full cost of the program.

## **SHERIFF'S OFFICE - BONDS**

Prior to beginning our audit, we were informed by management that a misappropriation of bond funds at the McLean County jail had occurred during the year. This misappropriation was due to a weakness in the internal controls with a lack of segregation of duties over a reconciliation process (detective control).

The weakness in the internal controls was the lack of reconciliation between receipts at the jail and receipts as submitted to the Circuit Clerk's office to ensure that what the jail received was also received within a timely basis by the Circuit Clerk's office. A control was not in place for a third party to agree the balance recorded on the bond fee ledgers prepared at the jail to the transmittal receipts for the funds received by the Circuit Clerk.

Also, we understand that even though the data was recorded in the EJS system at the jail, no reports were generated via computer to match or agree to the manual bond fee ledger or to the transmittal receipts from the Circuit Clerk.

Since this was discovered, the Sheriff's office has developed internal controls that, if performed properly, should eliminate this type of problem in the future.

## **JAIL INMATE FUND**

In November 2000, the County began using the Keefe Commissary Network System (System) to account for inmates' cash held and commissary activity. The County encountered difficulties with implementing the new system and generating reports, which led to inaccurate and untimely reconciliations between the monthly bank reconciliation and the balance owed to inmates per detail generated from the System. At December 31, 2000, this reconciliation had been performed but contained unreconciled differences.

Chairman and County Board  
McLean County, Illinois  
May 18, 2001  
Page 5

As the County is holding funds belonging to others and, therefore, is acting in a fiduciary capacity for the inmates, we recommend that a detail listing of amounts owed to inmates per the Keefe System be reconciled to the total cash in the bank and on hand on at least a monthly basis. This reconciliation should be performed on a timely basis with any differences being investigated and resolved immediately. Based on our discussion with personnel in the Sheriff's office, the difficulties with the new system have subsequently been corrected and these reconciliations are prepared on a daily basis.

### **CIRCUIT CLERK BONDS/ADULT RESTITUTION**

The County began using a new computer system in the Circuit Clerk's office in 2000. Due to some initial difficulties with the system, we were unable to obtain a detailed bond report for pending criminal cases and agree to the bond money held by the County at year end. We were also unable to obtain a detailed ledger of the adult restitution money held by the County at year end.

We understand that the County has since corrected these problems and is now able to obtain the bond and adult restitution reports. These reports are then reconciled on a monthly basis.

### **NEW ACCOUNTING STANDARDS**

#### Financial Reporting Model

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

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

Revenue Recognition

The Governmental Accounting Standards (GASB) issued Statement No. 33, *Accounting and Financial Reporting for Nonexchange Transactions*, in December 1998. This statement establishes accounting and financial reporting standards for nonexchange transactions involving financial or capital resources (for example, most taxes, grants, and private donations). In a nonexchange transaction, a government gives (or receives) value without directly receiving (or giving) equal value in return. The County currently receives the following types of nonexchange revenues: imposed nonexchange revenues (real estate taxes and fines), voluntary nonexchange transactions (state and federal grants), and derived tax revenues (income taxes, sales taxes, and other assessments on earnings or consumption).

The requirements of this statement are effective for the year ending December 31, 2001 and require assets and revenues to be recognized in the financial statements as follows:

*Imposed Nonexchange Transactions (Real Estate Taxes)*

Assets are recorded when the County has an enforceable legal claim to the resources (lien date of January 1). Revenues are recorded in the period when the use of the resources is required or first permitted by time requirements (the period for which the taxes are levied). Since the modified accrual basis of accounting is used, the resources should also be "available."

Implementation of this standard will have no effect on property tax revenue recognition as these revenues are currently recognized in the period when the use is required (i.e., 1999 tax levy payable in 2000 is recorded in the County's fiscal year ended December 31, 2000). It appears that a receivable and deferred revenue for the estimated collectible portion of the 2001 levy will need to be recorded at December 31, 2001. The 2001 levy attaches as an enforceable lien on January 1, 2001.

*Voluntary Nonexchange Transactions (State and Federal Grants)*

Assets are recorded in the period when all eligibility requirements have been met or when resources are received, whichever is first. Revenues are recorded in the period when all eligibility requirements have been met.

The County receives voluntary grants which are considered to be reimbursement-type or expenditure driven grants. These types of grants are already being recorded in accordance with Statement No. 33 and therefore, no accounting changes will be necessary.

*Derived Tax Revenues (Income Taxes, Sales Taxes, Etc.)*

Assets are recorded when the underlying exchange transaction occurs or resources are received, whichever is first. Revenues are recognized when the underlying exchange has occurred and the resources are available.

Chairman and County Board  
McLean County, Illinois  
May 18, 2001  
Page 7

Implementation of this standard may require accrual of additional amounts for taxes imposed but not collected by December 31. For example, State income taxes imposed in December 2000 (liability month) are not collected by the State of Illinois until January 2001 and are not remitted (vouchered) to the County until March 2001. Under this new standard, the income taxes imposed in December would be accrued and recorded as revenue to the extent that it is available.

\* \* \* \* \*

This report is intended solely for the information and use of the County Board, management, and others within the County and is not intended to be and should not be used by anyone other than these specified parties.

\* \* \* \* \*

We would be pleased to discuss these comments and recommendations with you at any time.

Sincerely,

*Clyde Anderson LLP*

May 18, 2001

County Board  
McLean County  
Bloomington, Illinois

The purpose of this letter is to provide you with information about significant matters related to our audit of the general-purpose financial statements of McLean County, Illinois (County) for the year ended December 31, 2000, in order to assist you with your oversight responsibilities of the financial reporting process, and so that we may comply with our professional responsibilities to the County Board. This letter is intended solely for the information and use of the County Board and management and is not intended to be and should not be used by anyone other than these specified parties.

We have provided under separate cover a letter, dated May 18, 2001, concerning the internal control conditions that we noted during our audit of the County's general-purpose financial statements for the year ended December 31, 2000.

***Auditor's Responsibility Under Generally Accepted Auditing Standards.*** Our audit of the general-purpose financial statements of McLean County, Illinois for the year ended December 31, 2000, was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, but not absolute, assurance about whether the general-purpose financial statements are free of material misstatement. Reasonable assurance in an audit is obtained by examining evidence supporting the amounts and disclosures in the general-purpose financial statements on a test basis. An audit does not include verification of all transactions and account balances, nor does it represent a certification of the absolute accuracy of the general-purpose financial statements.

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

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

**Significant Accounting Policies.** There were no significant accounting policies or their application which were either initially selected or changed during the year.

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

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

**Significant Audit Adjustments.** Adjustments were made arising from the audit that could, in our judgment, either individually or in the aggregate, have a significant effect on the County's financial reporting process. Such adjustments were necessary to correct errors and to adjust balances to the proper amount in various accounts at December 31, 2000.

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

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

**Consultations With Other Accountants.** We are aware of no consultations with other accountants by management on the application of generally accepted accounting principles or generally accepted auditing standards.

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

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

\* \* \* \* \*

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

*Clifton Gunderson LLP*

Members Sorensen/Arnold moved the County Board Receive and Place on File the Comprehensive Annual Financial Report, Single Audit Report, And Management Letter of Advisory Comments - Fiscal Year 2000 Audit as Prepared and Submitted by Clifton Gunderson, L.L.P. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Repg is located on pages 64-75.

35

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

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2001  
Combined Annual Appropriation and Budget Ordinance  
Metro McLean County Centralized Communications Center Fund 0452  
MetCom 0030**

**WHEREAS**, the McLean County Board, on November 21, 2000, 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 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center Fund 0452; and,

**WHEREAS**, delays in implementing the proposed new Computer Aided Dispatch (CAD) system require that the current CAD system be maintained longer than planned, and to do so will necessitate acquisition of a new computer server and related hardware and, safety concerns resulting from deficiencies in the EF Johnson 800 MHz radio system require that EF Johnson perform a system wide performance renewal program and software upgrades; and, failure of radio equipment at the Bloomington towersite requires unanticipated replacement of the equipment; and,

**WHEREAS**, the MetCom Operations Board at its regular meetings of May 11 and June 8, 2001, respectively, voted to recommend approval of a request to spend \$16,700.00 to acquire an IBM Netfinity Server and related hardware, \$49,230.00 to have EF Johnson perform the needed radio work, and \$20,025.00 to acquire an EF Johnson Simulcast Repeater and Hi-Stab RF Deck; and,

**WHEREAS**, the Justice Committee, at its regular meeting on July 2, 2001, recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2001 adopted budget for MetCom to add sufficient funds for the above-described purchases to the Radio Equipment Maintenance/Repair, Computer Equipment, and Radio Equipment Purchase line-item accounts by appropriating the same amounts from the Fund Balance of Fund 0452; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to amend the fiscal year 2001 from the unappropriated fund balance and increasing the line-item account for Radio Equipment Repair and Maintenance, Computer Equipment Purchase, and Radio Equipment Purchase, as follows:

(2)

	<u>ADOPTED</u>	<u>AMENDED</u>
MMCCC Unappropriated Fund Balance 0452-0030-0090-0400.0000	\$ 0.00	\$ 85,955.00
MMCCC Radio Equipment Maintenance/Repair 0452-0030-0090-0743.0001	\$ 70,858.00	\$120,088.00
MMCCC Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 7,030.00	\$ 23,730.00
MMCCC Radio Equipment Purchase 0452-0030-0090-0839.0001	\$ 0.00	\$ 20,025.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor and the County Administrator.

ADOPTED by the McLean County Board this 17th day of July, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sommer/Kinzinger moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom 0030 - MetCom. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

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

WHEREAS, the McLean County Board, on November 21, 2000, 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 2000 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

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

WHEREAS, the Children's Advocacy Center has been awarded grant funding from the Illinois Department of Children and Family Services and the United Way to provide funding for existing and new child advocacy services to be offered by the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, July 1, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$10,595.00 to account for the receipt and expenditure of the grant funding received from the Illinois Department of Children and Family Services and the United Way, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the fiscal year 2001 appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the amount of \$10,595.00 as follows:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Department of Children and Family Services			
Child Welfare Grant			
0129-0062-0021-0410.0101	\$117,875.00	\$10,595.00	\$128,470.00

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

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Children's Advocacy Center			
Part-Time Employee Salaries			
0129-0062-0021-0515.0001	\$12,016.00	\$ 6,774.00	\$ 18,790.00

38

County's IMRF Contribution 0129-0062-0021-0599.0001	\$ 7,788.00	\$ 583.00	\$ 8,371.00
Social Security Contribution (F.I.C.A.) 0129-0062-0021-0599.0003	\$11,844.00	\$ 518.00	\$12,362.00
Telephone Service 0129-0062-0021-0795.0003	\$12,836.00	\$ 400.00	\$13,236.00
Purchase of Office Furniture/Equipment 0129-0062-0021-0832.0001	\$ 1,000.00	\$ 1,770.00	\$ 2,770.00
Purchase of Computer Equipment 0129-0062-0021-0833.0002	\$ 500.00	\$ 550.00	\$ 1,050.00
Total:		\$10,595.00	

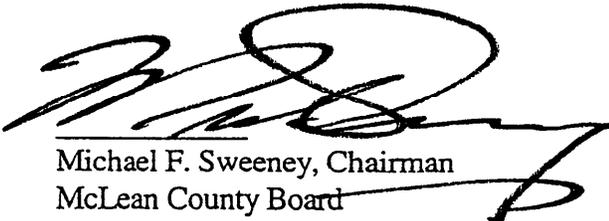
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the Children's Advocacy Center.

ADOPTED by the County Board of McLean County this 24th day of July, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
Standard

(Internal Use Only)

Contract # 2377649012

Department of Human Rights # 108650-00

- A. 1. THIS CONTRACT is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and MCLEAN COUNTY CHILD PROTECTION (Certified Name), MCLEAN COUNTY CHILD PROTECTION (DCFS name) hereinafter referred to as "Contractor,"
- Principal address at: 201 EAST GROVE STREET, BLOOMINGTON, IL 61701  
Mailing address at: 201 EAST GROVE STREET, BLOOMINGTON, IL 61701
- Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 62701, Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/ mailing address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-1280303 OR

Social Security Number

C. Taxpayer Certification

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the Contractor is doing business as indicated below (check only one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Nonresident Alien                         |
| <input type="checkbox"/> Sole Proprietorship (must use SSN)    | <input type="checkbox"/> Trust or Estate                           |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Foreign Corp Partnership, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below):              |
| <input type="checkbox"/> Corporation - Medical/Health Care     | <input checked="" type="checkbox"/> Not-for-Profit Corporation     |
| <input type="checkbox"/> Corporation - No Medical/Health Care  | <input type="checkbox"/> Limited Partnership                       |
| <input type="checkbox"/> Governmental Entity                   | <input type="checkbox"/> Real Estate                               |

D. Contractor Fiscal Year

From 1/1 to 12/31.

E. Contract Term

This Contract shall be effective on 7/1/2001 and shall expire on 6/30/2002

F. Contract Amount

The amount payable for services provided according to the conditions of the Description of Service is estimated at or a maximum of \$100,000.00. (If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

1a. \$\_\_\_\_\_ The Department will pay the Contractor per day, hour, week, month, quarter or other unit (specify) \_\_\_\_\_

X 1b. The Department will pay per the payment rates <sup>40</sup> listed on the attached "Rate Schedule".

40



**G. Payment (cont)**

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error in the payment subtotals or total contract obligation.

**H. Services**

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services or Program Plan."
2. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.

**I. Subcontracts and Contract Reassignment**

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

**J. Governing Law**

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.

**K. Confidentiality**

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

**L. Liability**

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

**M. Ownership and Use of Certain Data, Information and Work Product**

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

**N. Record Keeping and Monitoring**

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
  - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
  - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
  - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
4. The Contractor shall maintain all such other records as may be required by the Department.
5. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
6. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
7. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
8. The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

**O. Good Standing**

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

**P. Office of the Inspector General**

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.

44

**S. Federal Lobbying Restrictions (cont)**

- d) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- 3. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**T. Educational Loan**

The Contractor certifies that none of its employees are in default on an educational loan as provided in Section 30-15.2 of the School Code (105 ILCS 5/30-15.12).

**U. Bid-Rigging/Bid Rotating Law**

The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of 720 ILCS 5/33E-3 & 5/34E-4 of the Illinois Criminal Code of 1961.

**V. Boycotts**

The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, 50 U.S.C.A. ap. ' 2401 et seq. or the regulations of the U. S. Department of Commerce promulgated under that Act, and the International Anti-Boycott Certification Act, 30 ILCS 582/1 et seq.

**W. Dues and Fees**

The Contractor certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of its dues or fees to any club that unlawfully discriminates (775 ILCS 25/1, 25/2).

**X. Pro-Children Act**

The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

**Y. Sexual Harassment**

The Contractor certifies that it will prohibit sexual harassment as defined in the Illinois Human Rights Act, 775 ILCS 5/2-101(E), and will not tolerate such conduct by its employees. Further, the Contractor certifies that it has a written sexual harassment policy as required by the Illinois Human Rights Act at 775 ILCS 5/2-105 (1994) and shall deliver to the Department a copy of such policy upon request.

**Z. Procurement Ethics and Disclosure**

The Contractor certifies that it has met all applicable certification and disclosure requirements under the Illinois Procurement Code (30 ILCS 500/50), including the requirements listed below.

**1. Bribery**

The Contractor certifies that it is not barred from being awarded a contract or subcontract under ILCS 500/50-5 of the Illinois Procurement Code.

**2. Felons-Business with State or State Contractor**

The Contractor certifies that it is not in violation of the requirements under ILCS 500/50-10 that no person or business convicted of a felony shall do business with the State of Illinois or any State Agency from the date of conviction until five (5) years after the date of completion of the sentence for that felony.

**3. Conflicts of Interest**

The Contractor certifies that it is not, and will not during the term of this Contract become in violation of any of the provisions regarding conflict of interest, which are prohibited by Section 50-13 of the Illinois Procurement Code.

**4. Negotiations**

The Contractor certifies that no person participating in negotiations relative to this Contract on behalf of the Department has a contract for future employment or is negotiating concerning possible future employment with Contractor per the Illinois Procurement Code, 30 ILCS 500/50-15.

**5. Revolving Door Provision**

Per the Illinois Procurement Code, 30 ILCS 500/50-30, the Contractor certifies that chief procurement officers, associate procurement officers, State purchasing officers and their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two (2) years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least six (6) months. This provision applies only to persons who terminate an affected position on or after January 15, 1999.

**AA. Use of Grant Funds**

Payments made under this Grant may only be used by the Grantee for purposes and costs specified in the Description of Services and Grant Budget, or approved amendments.

**BB. Amendment to Description of Services and Grant Budget**

All proposed revisions to the Description of Services and Grant Budget must be submitted in advance, in writing, for approval by the Department Grant Administrator. The Department Grant Administrator will provide written approvals or denials of such revisions to the Grantee.

**CC. Grant Program Reporting**

1. Upon completion of the Grant program activity, but no later than the expiration or termination date of this Grant, the Grantee will provide the Department Grant Administrator with a grant program activities report describing and verifying the activities identified in the Description of Services/Program Plan and Grant Budget.
2. The program activities report will also include a summarization of the Grantee's assessment of the impact and effectiveness of the Grant project.

**DD. Grant Fiscal Reporting**

Prior to the end of the Grant period, as specified in this agreement, the Grantee will provide the Department Grant Administrator with a Grant funds expenditure report. The Grant funds expenditure report shall detail the expenditure of Grant funds and any unliquidated Grant obligations. This expenditure report shall be formatted similar to the Budget submitted with the Grant (or as amended). As provided by Section FF of this grant agreement, the Grantee will retain records and documentation of costs reflected in the Grant funds expenditure report.

**EE. Return of Equipment**

Upon expiration or termination of this Grant, all buildings and equipment meeting the following two conditions shall be identified to the Department within 90 days and returned subject to final disposition decision: (1) exceeding \$1,500 in value at the time of purchase with a useful life of three years and (2) purchased directly with Department funds and not included in acceptable cost allocation plan.

**FF. Grant Funds Closeout and Grant Funds Recovery Act**

1. The Illinois Grant Fund Recovery Act (30 ILCS 7085) limits the period of time that State Grantor agencies may allow Grant funds to be available for expenditure by Grantees. It also establishes authority and requirements for the recovery of Grant funds held by the Grantee.
2. The Grant funds expenditure report specified in Section DD above shall constitute the initial basis for fiscal closeout of this Grant agreement and compliance with the Grant Funds Recovery Act. If the expenditures and unliquidated obligations reflected in the Grant funds expenditure report fully account for all Grant payments made to the Grantee under this agreement and any interest earned by the Grantee on those payments, the Grant shall be closed out subject only to any potential future audit.

**FF. Grant Funds Closeout and Grant Funds Recovery Act (cont.)**

3. Should the expenditures and unliquidated obligations reflected in the Grant funds expenditure report not exhaust the amount of Grant payments and Grantee interest earnings, the Grantee may effect fiscal closeout of the Grant by remitting to the Department Grant Administrator the amount that Grant expenditures and unliquidated obligations do not exhaust the amount of Grant payments and Grantee interest earnings. Such return shall be by check(s) (with the Department Grant number identified on all checks and/or correspondence) in accordance with all appropriate rules and requirements and shall be made payable to:

**Treasurer, State of Illinois  
c/o Illinois Department of Children & Family Services  
406 East Monroe St.  
Station #412  
Springfield, IL 62701**

4. In any instance the Department Grant Administrator shall review the Grant expenditure report and on that basis determine whether, and in what amounts, the Grantee may need to make repayment of Grant payments and earned interest to affect Grant closeout. If not already accomplished, such repayments must be made within 45 days after the expiration of the Grant agreement.
5. Regarding any questions arising from the Department Grant administrator's determinations of required repayments of Grant funds, the Grantee shall have the right to informal and formal hearing opportunities as provided for in the Grant Funds Recovery Act.

**GG. Audits**

1. Pursuant to Department Rule 357, the Grantee will submit audited financial statements within 180 days following the completion of the Grantee's fiscal year if the Grantee (with the exception of Day Care Contractors) receives in the aggregate \$300,000 or more (regardless of the source) from Federal funds through Department contracts/grants during the current State of Illinois fiscal year.
2. The audited financial statements along with a copy of the management letter must be prepared by an independent Certified Public Accountant in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
3. All audited financial statements shall include a Statement of Functional Revenues and Expenses by program within each individual Contract prepared in accordance with Department Rule 357.
4. The Grantee shall submit three (3) copies of its audited financial statements, and, if applicable, copies of the management letter, to the Department of Children and Family Services, Office of Budget Development, 406 East Monroe Street, Station 440. Any written requests for waivers or amendments to the state audit requirements shall be made to the same address.



Member Sommer, Chairman, presented the following:

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of August, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Patrick J. O'Rourke, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Patrick J. O'Rourke, is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Patrick J. O'Rourke shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on August 1, 2001, and terminate on December 31, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
5. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

6. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
7. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This contract may not be assigned by either party without the prior written consent of the other party.
9. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving fourteen (14) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving fourteen (14) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Patrick J. O'Rourke  
RR 1  
Heyworth, IL 61745

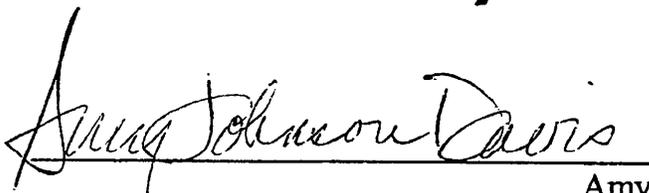
10. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
11. Should either party desire not to renew this contract beyond the termination date, sixty (60) days'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

IN WITNESS THEREOF, the parties have affixed their respective signature on the date 31<sup>st</sup> day of July, 2001.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

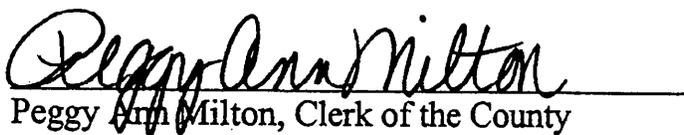


Amy Johnson Davis  
McLean County Public Defender



Patrick J. O'Rourke  
Attorney at Law

ATTEST:



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

Members Sommer/Johnson moved the County Board approve a Request for Approval of a Contract for Special Public Defender with Attorney Patrick J. O'Rourke - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

## REQUEST FOR PROPOSAL

to develop/implement

### COMMUNITY-BASED DETENTION ALTERNATIVE PROGRAMS

A Collaborative Project of:

The Illinois Probation and Court Services Association  
The Illinois Juvenile Justice Commission  
The Annie E. Casey Foundation

All grant applications should be submitted to:

Michael J. Rohan  
c/o Cook County Juvenile Probation Department  
1100 South Hamilton – 2<sup>nd</sup> Floor  
Chicago, IL 60612  
312-433-6575 (office #)  
312-433-7388 (fax #)

# REQUEST FOR PROPOSAL

to develop/implement

## COMMUNITY-BASED DETENTION ALTERNATIVE PROGRAMS

A Collaborative Project of:

The Illinois Probation and Court Services Association  
The Illinois Juvenile Justice Commission  
The Annie E. Casey Foundation

### SECTION I – Overview

Chronic overcrowding and the proposed expansion of detention centers throughout the state illustrates the need for juvenile justice professionals to examine local practices and policies and to explore strategies for community-based alternative programming. The Illinois Juvenile Justice Commission has awarded the Illinois Probation and Court Services Association grant funds to further develop such alternatives throughout the state. This grant will provide funds to a number of counties/circuits which are interested in developing secure detention alternatives in collaboration with indigenous social service agencies. To date, six counties/circuits have been awarded grant funds to implement pilot programs.

The objectives of these grant funds are:

- to assist counties/circuits to be compliant with federal guidelines prohibiting the detention of status offenders and the jailing minors in adult facilities.
- to develop cost-effective community-based detention alternatives that reduce reliance on secure detention without compromising public safety.
- to allow counties/circuits to contract for services not currently available and/or to expand proven community-based detention alternatives.

The Annie E. Casey Foundation developed the Juvenile Detention Alternatives Initiative (JDAI) to demonstrate that jurisdictions could establish more effective and efficient systems to accomplish the purposes of juvenile detention which are to assure that minors appear in Court and to protect the community by minimizing further delinquent behavior while their case/s are being processed. The grant proposes to fund the development of short-term, cost-effective community-based detention alternative programming that is responsive to the identified target population without compromising public safety. This initiative is a collaborative project between the Illinois Juvenile Justice Commission, the Annie E. Casey Foundation, the AOIC Probation Division, and

the Illinois Probation and Court Services Association. IPCSA will act in the capacity of the grant coordinator for this project.

## SECTION II – Level/Duration of Funding

The Illinois Juvenile Justice Commission has awarded IPCSA grant funds for this initiative. Grant funds are available January 1, 2001 through December 31, 2001, with a possibility of continued funding for a three-year period based on the efficacy/outcomes of the pilot alternative programs and the availability of grant funds. Grant awards will be limited to no more than \$60,000 to an individual applicant to promote the opportunity for multiple sites to apply for these grant funds. If the review team determines that they have not received sufficient proposals that meet the basic objectives of the grant initiative, they reserve the right to approach applicants whose proposal might be expanded and redistribute the remaining grant funds.

In addition to these grant funds, the Annie E. Casey Foundation is committed to provide supplemental technical assistance to counties/circuits which are interested in pursuing detention alternative strategies. The Foundation has identified three types of technical assistance that they will provide to each county that applies for these grant funds. They are:

- long-term intensive assistance to undertake comprehensive, systemic change;
- assistance in designing and implementing community-based detention alternatives to detention;
- assistance in developing or implementing specific detention strategies;

There are no local match funds required for this grant initiative.

## SECTION III – Proposal Components

Applicants must submit one copy, either by mail or fax, on 8 ½ x 11 paper, single-sided (not duplexed) and include information in the following order:

- A cover page that includes the title of this RFP, the name of the applicant organization, county or circuit, applicant's mailing address and a designated grant coordinator's phone number.
- Table of Contents
- A summary of the Juvenile Advisory Committee's composition and length of time the group has been meeting.
- An abstract of the proposed community-based program which delineates the target population/s and the proposed intervention strategies.

- A budget narrative that outlines all proposed services, contracts, equipment, and other ancillary services.
- A summary as to the current local detention and alternative program/s capacities. If there is no local detention center, which facility do you use? Are you considering expanding the capacity of your current facility?
- A line item budget that includes the following:
  - any subcontracts including fees for consultants if applicable;
  - travel costs;
  - telephone, equipment, postage, etc.;
  - any lease of office space;
  - all proposed stipends or fees;
  - salaries/fringes;
- A projected per diem cost per minor for all referrals to the proposed grant funded diversion program.
- The proposal must be designed to demonstrate how your proposed alternative program would reduce the current over-reliance on secure detention facilities.
- Provide a profile of the target population proposed to be served by this detention alternative program.
- A description of the screening instrument/process that will identify minors that will be referred to the community-based detention alternative program.
- A summary of the proposed training that will be presented to all of the juvenile justice agencies relative to this project .
- A description of the relationship between the proposed subcontract with the community-based agency that will provide the detention alternative program and the Court.
- A summary of the expertise and specialized skills of the proposed subcontract agency that will provide the detention alternative programming as well as the credentials of staff assigned to this program.
- Provide a summary description of the scope of services and the length of time each minor would participate in the detention alternative program.
- Please note that grant funds cannot be utilized to purchase/lease automobiles, firearms, or electronic monitoring equipment for this initiative.

#### SECTION IV – Reporting Requirements

The following reports will be required of each successful grant applicant:

- Progress and financial reports will be required on a quarterly basis, which will include both a narrative and a fiscal reporting format.
- Monthly statistical reports (format to be developed) will be required to demonstrate the impact/utilization of the proposed detention alternative program/s. These reports will include information on the following: # of enrollments, # of program violations, etc.
- Copies of all contracts and invoices for purchase of equipment must be available for review/audit by the Juvenile Justice Commission.
- An annual summary must be prepared which reflects all of the services provided through the use of these grant funds.
- Copies of reports prepared by technical assistants/consultants paid through grant funds from the Illinois Juvenile Justice Commission or the Annie E. Casey Foundation must be available to the grant oversight team upon request.
- All such reports will be forwarded to IPCSA which will forward copies to both the Illinois Juvenile Justice Commission and the Annie E. Casey Foundation.

#### SECTION V – Juvenile Justice Advisory Committee

Each applicant must demonstrate that the proposal has the support of all of the local juvenile justice agencies as well as the Judicial and County Board leadership. The application should list the representatives who have reviewed and approved the grant application and who will act in a collaborative/advisory capacity throughout the duration of the grant process. The list should include the name, agency, title, phone #, and mailing address for each proposed member. Please reference if this advisory group predates the grant application and if so, how it is organized and what mandates, if any, it is responsible for.

#### SECTION VI – Review Criteria and Procedures

A review team has been identified that will be comprised of juvenile justice professionals that are not eligible to apply for these grant funds and will use the following criteria to score the grant applications.

- Project Narrative Summary: (15 points)
- Definition of Problem, Proposed Intervention Program and Projected Impact on Current Operational Practices: (35 points)
- Line Item and Budget Narrative: (20 points)
- Qualifications of Proposed Subcontract Agency: (10 points)
- Management's Plan and Overall Grant Coordination: (10 points)
- Demonstrated Support of Local County, Judicial, and Related Juvenile Justice Agencies: (10 points)

**SECTION VII – Application Deadline**

Proposals can be mailed or faxed to:

Michael J. Rohan  
 c/o Cook County Juvenile Probation Department  
 1100 South Hamilton – 2<sup>nd</sup> Floor  
 Chicago, IL 60612  
 312-433-6575 (office #)  
 312-433-7388 (fax #)

Proposals must be received by 5:00 p.m. Thursday, January 18, 2001. To be accepted, proposals must meet the requirements set forth in this RFP.

Members Sommer/Gordon moved the County Board approve a Request for Authorization to Apply for Grant Funds for Community-Based Detention Alternative Programs - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

60

Member Sommer, Chairman, presented the following:



McLean County

JUVENILE DETENTION CENTER

903 North Main Street, Normal, IL 61761 (309) 888-5550 FAX (309) 888-5568

July 18, 2001

**MEMORANDUM**

**TO:** Honorable Members of the Justice Committee  
**FROM:** Roxanne Castleman *RKC*  
**RE:** AOIC Grant

The Administrative Office of Illinois Courts recently informed us that they have federal discretionary lapse grant funds available. These funds are earmarked for Court Service Departments within the State. After consultation with the Administrative Office of Illinois Courts, we are requesting permission to apply for and accept funding to provide for:

• Training-American Probation and Parole Association Conference	\$ 2200
• Training-Cognitive Behavior Training	\$ 7300
• LCD Projector	\$ 2000
• Digital Camera	\$ 1000
• TV/VCR	\$ 400
• Video Camera	\$ 950
• Computers	\$12,000
• Training Mats	\$ 5,900
• Vehicle	\$21,000
<b>TOTAL</b>	<b>\$52,750</b>

There is no County match and all purchases must be completed by September 30, 2001. Dave Goldberg will be available at stand-up to address any questions. Thank you for your consideration.

Members Sommer/Johnson moved the County Board approve a Request for Approval of Application and Acceptance of Federal Discretionary Lapse Grant Funds through the Administrative Office of the Illinois Courts - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, stated there were no items for action. He said the General Report is located on pages 111-126.

**TRANSPORTATION COMMITTEE:**  
Member Hoselton, Vice-Chairman, presented the following:

**RANDOLPH ROAD  
AGREEMENT BETWEEN  
McLEAN COUNTY BOARD, BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT  
AND CORN BELT ENERGY CORPORATION**

This Agreement is entered into this 34<sup>th</sup> day of July, 2001 by and between McLean County Board (hereinafter referred to as "County"), Bloomington-Normal Water Reclamation District (hereinafter referred to as "BNWRD") and Corn Belt Energy Corporation (hereinafter referred to as "Corn Belt").

WHEREAS, BNWRD and County have previously entered into an agreement for the widening, resurfacing of a portion of the existing C.H. 36 and for new alignment construction of C.H. 36 from old US 51 to 1550E and on existing township road from new US 51 to old US 51. This is to facilitate traffic flow and public safety on C.H. 36 and provide year round access to BNWRD's new water treatment plant; and

WHEREAS, Corn Belt has an existing private easement for an existing electrical facility where the new road alignment will be; and

WHEREAS, the County and BNWRD agree that it is necessary to have a continuous straight alignment for the new portion of C.H. 36.

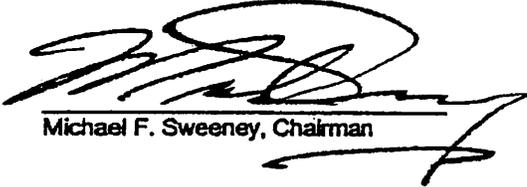
NOW, THEREFORE, it is agreed by the parties as follows:

1. Corn Belt Energy will erect a new above ground electrical line, with poles large enough for a double circuit between 1550E and new Rt. 51. The construction of which is estimated to be between \$80,000-\$100,000.
2. County and BNWRD will split the cost of the construction of the new line 50% each.
3. Corn Belt will shut off the buried line upon completion of the new above ground line during construction of the new roadway, and will re-energize the buried line after construction until it becomes necessary to abandon it. During construction, Corn Belt will have to alter parts of the UG line due to ditches and re-termination of new riser poles, which will have to be relocated all at Corn Belt's expense. To prevent Corn Belt from doing damage, the County agrees to work with Corn Belt to facilitate these upgrades prior to completion of the road. After the road is completed, Corn Belt will not excavate under the new county road to maintain the existing buried line. When the UG line fails, Corn Belt agrees to abandon the UG line provided the failure can not be fixed without doing damage to the new County road.
4. The County agrees to use its best efforts in preventing damage to Corn Belt's existing UG line during construction of its new road.
5. Corn Belt Energy will start construction of a new above ground line upon notice from the County that the right-of-way for the project has been obtained and will complete said line within three (3) months (provided material for this line has not been delayed).

6. The County will permit Corn Belt to use the new right-of-way for the construction of said line to be placed within 3 feet of right-of-way line. Should Corn Belt, using good engineering practices, need to deviate from the (3) feet (pole and anchor placement), the County and Corn Belt agree to make a best effort to come to a mutually agreeable solution for this required deviation.
7. Construction of the new roadway will start as soon as possible after the right-of-way is obtained on Corn Belts existing easement and over Corn Belts existing buried line.

McLean County

Bloomington-Normal Water  
Reclamation District

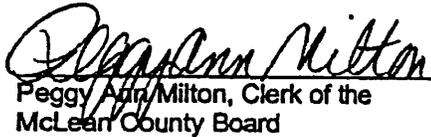


Michael F. Sweeney, Chairman

\_\_\_\_\_  
President, BNWRD Board of Trustees

ATTEST

ATTEST



Peggy Ann Milton, Clerk of the  
McLean County Board

\_\_\_\_\_  
Clerk, BNWRD Board of Trustees

Corn Belt Energy Corporation

\_\_\_\_\_  
Jeff Reeves, CEO  
Corn Belt Energy Corporation

Members Hoselton/Owens moved the County Board approve a Request for Approval of the Randolph Road Agreement between McLean County Board, Bloomington-Normal Water Reclamation Department, and Corn Belt Energy Cooperative. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated the other items presented for information can be found in the General Report located on pages 129-142.

Member Rodman asked for an update on the Towanda-Barnes extension. Mr. Mitchell said he has received bids for two sections of Towanda-Barnes, from 150 to Ireland Grove, and from Ireland Grove to Route 9. As of yesterday, he still had not received the award on the southern part. He also said he has received an award on the northern part and has a pre-construction conference set for this Friday. Member Rodman asked if they have a target date for the northern part. Mr. Mitchell stated he should find out on Friday. Member Sommer stated he had some reservations about the process because after the first road construction was approved he found out a line had to be moved. He asked who dropped the ball. Mr. Mitchell stated the line was on a private easement and this was not caught until after the plans were sent to the local Utilities to review.

PROPERTY COMMITTEE:  
Member Salch, Chairman, presented the following:

(AMENDED)  
**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**PATH Crisis Center**

As Tenant,

for

**Office Space Located on the Second Floor of  
201 E. Grove Street, Bloomington, Illinois**

## Amended Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and PATH Crisis Center, (hereinafter referred to as "PATH"), as tenant, entered into a lease agreement on October 17, 2000, for 2,418 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for a term of January 1, 2001, through December 31, 2001; and,

WHEREAS, PATH desires to add to their office space and lease agreement the vacant office located on the second floor of BUILDING consisting of 160 s.f., and labeled as "A" on the attached drawing, the rent of which to be added to the aforementioned lease agreement at the same rate per s.f. as the original lease, and further, that the cost for the utilities and maintenance expense associated with this added office space shall be billed to PATH by COUNTY in the regular monthly invoice, using the same calculation formula as for the existing office space; and,

WHEREAS, the parties mutually agree to amend the lease agreement and that the amendment is expressly incorporated into the lease agreement, hereinbefore entered into by the parties on the 17th day of October, 2000,

NOW THEREFORE, it is expressly agreed by the parties that this amendment consists exclusively as to the following:

1. **Term.** The term of the amended lease agreement shall commence on August 1, 2001, and terminate on December 31, 2001 for a revised total leased premises of 2,578 s.f. for PATH.
2. **Rent.**
  - a. Commencing with the August, 2001, rent payment to COUNTY by PATH, the new monthly rent amount is \$642.35 per month for the term of the amended lease agreement.
  - b. All rent payments are to be mailed to the below address:  
  

**McLean County Treasurer  
104 W. Front Street, Suite 706  
Bloomington, Illinois 61702-2400**
  - c. The monthly rent payment during each month of the term of the lease shall be payable commencing on the first day of each month.
3. **Utilities.** Incorporating all of the foregoing, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.

Page two

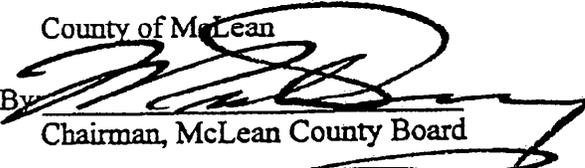
4. The parties agree that this represents the entire amendment to the aforementioned lease agreement and all other clauses and considerations continue and remain binding on the parties.

IN WITNESS WHEREOF, the parties have executed this amendment to the lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 19th day of June, 2001.

APPROVED:

PATH Crisis Center

By: \_\_\_\_\_  
Executive Director

County of McLean  
By:   
Chairman, McLean County Board

ATTEST:

By: \_\_\_\_\_

By:   
Clerk of the McLean County Board

Members Salch/Emmett moved the County Board approve a Request for Approval of an Amendment to the Office Space Lease Agreement for PATH Crisis Center at McBarnes Memorial Building - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

**RENTAL AGREEMENT**

506843

Name	LESSEE	DATE	RENTAL TERM	BEGINS ON	ENDS ON
	McLean County Parks		7/12/01		
Street or RFD	13001 Recreation Area Dr.		BRANCH/REGION	ACCOUNT NO.	NO NOT- SIGNED FOR CREDIT
	Hudson, IL 61748		Cross Implement Inc.		NUMBER OF MONTHS
City, State ZIP Code	Hudson, IL 61748		Lessor Name and Address		APPLIED
Telephone Number	(309) 726-2022 ext. 221		Minier, IL		PAYMENTS APPLIED
Contact	Bill		(309) 392-2150		
Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE		Hour Day Week Month
\$	+	+	= \$		Per
Minimum RENTAL PERIOD Guaranteed by Lessee		Minimum RENTAL AMOUNT Guaranteed by Lessee			
EQUIPMENT WILL BE USED AT: (County)		(City)	(State)	Lessee will not remove the Equipment from this location without written permission from Lessor.	
McLean		Hudson	IL		
Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
	1	5420	65 hp MFWD Tractor		\$3,6730
	1	5415L	Loader for 5420		\$4,779
All new with manufacturers warranty					
\$3,500.00 for 1 year 250 hrs					
over 250 hrs \$20.00 per hour					
Customer responsible for physical damage & Insurance					
					TOTAL VALUE PRESENT
					41,509

**RENTAL AGREEMENT**

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than \_\_\_\_\_ hours in any one day; \_\_\_\_\_ hours in any one week; \_\_\_\_\_ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

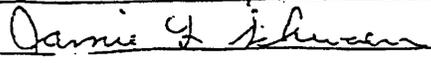
Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesaler/distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price \_\_\_\_\_ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Signature)	LESSOR (Dealer)
	Cross Implement
County Board Chairman	BY 
150	

RENTAL AGREEMENT

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without injury affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. Lessee's obligation to pay rent under this Rental Agreement shall not be subject to any such assignment but shall be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
5. Default: If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
7. Guaranteed Rental Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE \_\_\_\_\_

DEALER \_\_\_\_\_

SIGNED BY \_\_\_\_\_

Members Salch/Bostic moved the County Board approve a Request for Authorization to Lease a Wheel Loader Unit for a One-Year Term - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on pages 153-165.

68

**COUNTY ADMINISTRATOR'S REPORT:**

Mr. Zeunik reminded the Board the August Meeting will convene at 5:00 p.m.

Mr. Zeunik also stated the Criminal Justice Advisory Committee Meeting is scheduled today in Room 700 at 12:00 p.m. They have a schedule of meetings from now through December, each day the County Board meets, from 12:00 p.m. to 1:30 p.m. This committee was convened by Chief Judge John Freese to address the issues involved with alternatives to incarceration.

**OTHER BUSINESS AND COMMUNICATION:**

Member Segobiano stated, in a recent article in the Pantagraph, he noticed the City of Bloomington was considering moving their operations to the new Government Building. Member Segobiano said when we start to divide that property, we need to remind ourselves and remind them that we are co-owners and we need to be treated equally in the disbursement. He said, I just want them to know that we are co-owners and equal partners.

Member Renner thanked Member Berglund for bringing back great stuff from the NACO Conference.

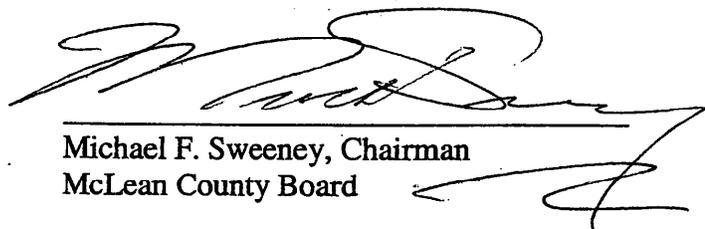
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

July 24, 2001

2001 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$425,797.44	\$425,797.44
Finance		\$793,306.37	\$793,306.37
Human Services		\$316,008.18	\$316,008.18
Justice	\$18,375.63	\$1,238,307.19	\$1,256,682.82
Land Use		\$15,228.07	\$15,228.07
Property		\$1,098,801.55	\$1,098,801.55
Transportation		\$541,110.17	\$541,110.17
Health Board		\$441,648.10	\$441,648.10
T.B. Clinic		\$21,942.67	\$21,942.67
Disability Board		\$42,591.51	\$42,591.51
<b>Total</b>	<b>\$18,375.63</b>	<b>\$4,934,741.25</b>	<b>\$4,953,116.88</b>

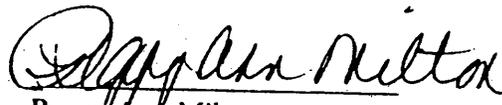
  
Michael F. Sweeney, Chairman  
McLean County Board

Members Nuckolls/Renner moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Gordon moved for adjournment until Tuesday, August 21, 2001 at 5:00 p.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:17 a.m.

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

  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 24th day of July, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 31st day of July, 2001.

  
Peggy Ann Milton, McLean County Clerk