

Proceedings
of the
County Board
of
McLean County,
Illinois

December 17, 2002

*Subject to approval at
January 21, 2003
County Board Meeting*



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December 17, 2002

The McLean County Board met on Tuesday, December 17, 2002 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 Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, and Michael Sweeney.

No Members were absent:

Appearance by Members of the Public and County Employees:

Mr. Donald Swank, Coordinator of the Community Advocacy Network stated the following: I have some handouts for the Board Members. I am passing out three other things, one is a copy of the report, as well as a one-page summary of the report, and I also have the green sheet on which I would appreciate any written comments back to me that would help with any future presentations. I have a PowerPoint presentation and I know a few people have already seen this, please forgive me for that. I am trying to do this presentation for as many leaders in the community as possible. I think you will understand why as we look at some of the proposed solutions that we came up with for this study. Everything that I will be speaking about today is in the report and summarized on that one page and hopefully I will have some time for questions and answers afterward. I would also still appreciate your written comments on the green sheets. This is a comprehensive study of the rental needs in the McLean County area. What we tried to do is actually quantify the need and then come up with possible solutions if it truly was a need.

He then presented the following:

Community Advocacy Network

201 E. Grove St., P.O. Box 3605, Bloomington, IL 61702-3605
Phone: (309) 828-7383
Fax: (309) 829-2469
Web site: www.CAN1.org

Bloomington Public Schools District 87
Bloomington/Normal Trades and Labor
BroMenn Healthcare
City of Bloomington
City of Bloomington Township
Corn Belt Energy
Heartland Community College
Housing Authority of the City of Bloomington
Illinois Department of Human Services
Illinois Employment & Training Center
Illinois State University
Illinois Wesleyan University
McLean County Chamber of Commerce
McLean County Government
McLean County Mayors' Association
McLean County Regional Planning
McLean County Unit District #5
Normal Township
OSF St. Joseph Medical Center
State Representative Dan Brady
Town of Normal
United Way of McLean County
United Way of McLean County Agencies

December 10, 2002

John Zeunik
McLean County Government
104 W. Front St.
Bloomington, IL 61701

Dear John,

As you know, the Community Advocacy Network (CAN) has finished its study of affordable rental needs in McLean County. The study was a result of expressed community concern regarding affordable housing.

I am writing to you to request being put on the McLean County Board's agenda in order to present a PowerPoint presentation to the Board, showing the results of the study and providing a chance for discussion regarding the proposed solutions. The presentation would take about 12-15 minutes and then there would be time for discussion afterward.

Please let me know if CAN can be put on the agenda at a future Board meeting. I believe you said the next meeting is Tuesday, December 17 at 9 a.m. The only requirement is that I need a room that would allow for all the Board to view the PowerPoint presentation. CAN has all the equipment necessary to do the presentation.

As I mentioned on the phone yesterday, I would also like to take a quick survey of the Board members in order to receive feedback on this issue and obtain more information about what they are hearing. I have enclosed a copy of the survey, along with the one-page summary of the report. I will have copies of the report for all Board members.

Thank you for your consideration of my request. If you have any questions, feel free to call me at (309) 828-7383 or email me at dswank@uwaymc.org.

Sincerely,



Donald Swank
Coordinator, Community Advocacy Network



A Comprehensive Study of Affordable Rental Needs in the Bloomington-Normal Community Summer 2002

Goals for the study:

1. Quantify the need for affordable rental units
2. Study current assistance programs
3. Collect models from comparable communities
4. Provide a list of suggested practical solutions

Target Population:

Households earning 60% of the area median income

Definition of "Affordable":

Requiring no more than 30% of gross household income for housing costs, including utilities but excluding telephone

Defining the Need:

1. In 2000, 7,234 households could not afford fair market rent, but only 2,459 Section 8 and public housing units existed.
2. Income needed to afford apartments in 2001: \$8.38/hr for 1 BR, \$11.23/hr for 2 BR, and \$15.62/hr for 3 BR
3. Fair Market Rent outpaced median income between 2000 and 2001.
4. Of the top 20 job groups that collectively earn the most money, 83% (18,460) of these workers do not make 60% of the median income.
5. Annually, there are 400 families on the Section 8 waiting list.
6. The vacancy rate for market rent apartments increased from 4.8% in 1990 to 6.6% in 2000. Low-income housing is below 1% annually.
7. Forty-five percent of all households in McLean County earning between \$9,000 and \$39,999 are paying more than 30% on housing.
8. McLean County spent over \$6.5 million in rental assistance in 2001.

Suggested Practical Solutions:

1. Variances or assistance with fees or infrastructure costs for developers
2. Tax credits, low-interest loans, and/or forgivable loans
3. An Affordable Housing Impact Fee in lieu of building affordable housing
4. Property tax breaks to landlords willing to rent to low-income tenants
5. Second-chance program for renters with less than stellar credit and rental histories
6. Code restrictions requiring a certain percentage of new construction to be affordable
7. Sales tax breaks to employers who subsidize employees' rent
8. Collaborate on building projects
9. Increase the number of Section 8 vouchers
10. Leverage money with Federal Home Loan Bank institutions
11. Fund a housing advocacy position that will work with landlords, banks, developers, etc.

Funding provided by:
State Farm Bank

Written by:
Community Advocacy Network



A Comprehensive Study of Affordable Rental Needs in the Bloomington-Normal Community

Summer 2002

Community Advocacy Network (CAN)

Thank-you to:

- ◆ State Farm Bank©
- ◆ Nicole Vorpahl and Joe DiSantis
- ◆ Affordable Housing Task Force
- ◆ Community housing complexes
- ◆ Comparable communities from the Midwest

Goals of the Study:

- ◆ Assess the affordability of rental units
- ◆ Study current programs
- ◆ Identify additional housing models
- ◆ Suggest practical solutions

Definition of “Affordable”

Requiring no more than 30%
of gross income for housing
costs, including utilities but
excluding telephone

Target Population

Households making up to 60% of the area median income

Equal to \$39,360 per year for a family of four in 2000

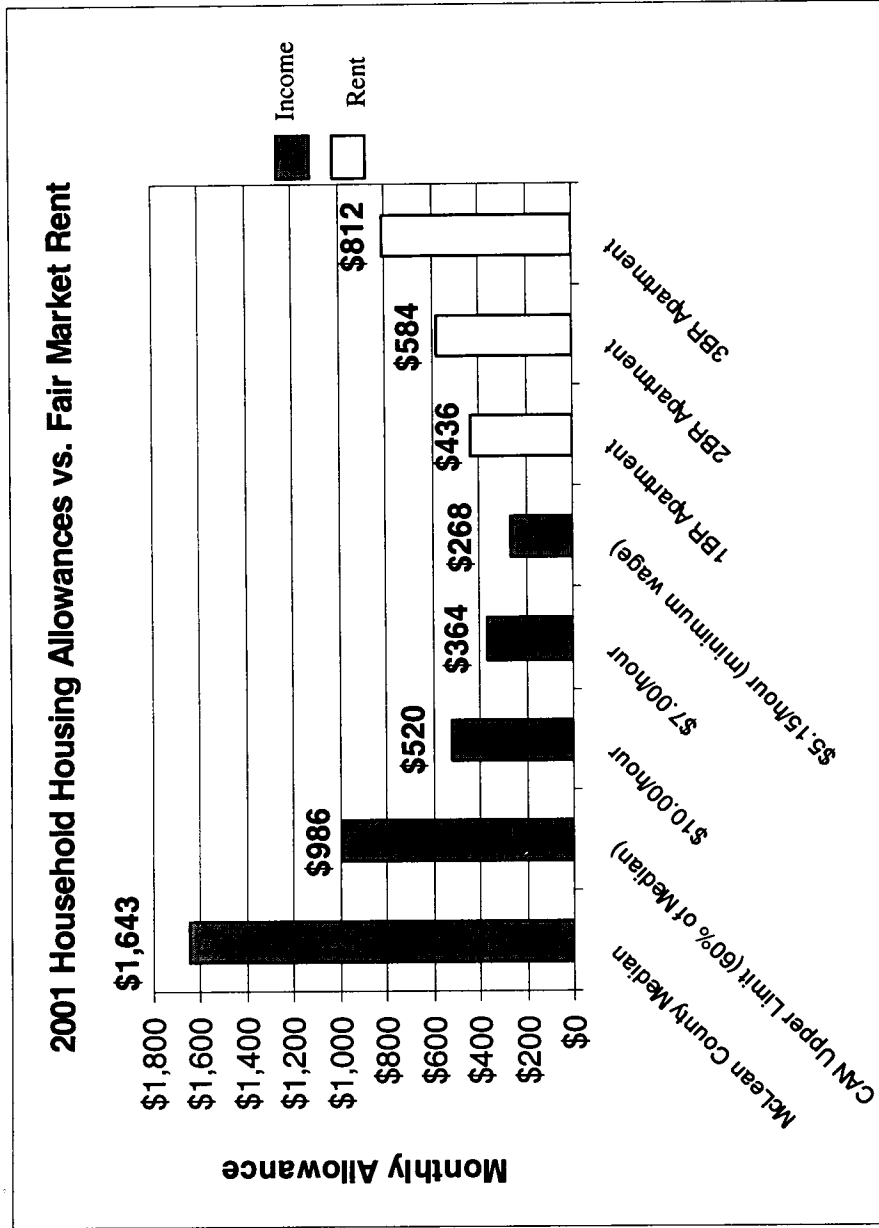
Showing the need

- ◆ Need is higher than amount of subsidized housing
- ◆ FMR vs. Median Income
- ◆ Many prevalent jobs below 60% of median income
- ◆ Section 8 waiting list
- ◆ Rental vacancy rates
- ◆ Cost burdened households

Need is higher than amount of subsidized housing

Total number of rental households	19,036 households
Number of rental households unable to afford FMR	7,234 households
Section 8 site-based housing units	1,421 units
Section 8 portable vouchers	400 units
Public housing units	<u>638 units</u>
Total federally-subsidized units (excluding Section 42 and 236)	2,459 units
Discrepancy (unable to afford FMR – subsidized units)	4,775 units

FMR vs. Median Income



◆ From 2000-2001, FMR increased more than median income

◆ \$8.38/hr for a 1 BR apartment

◆ \$11.23/hr for a 2 BR apartment

◆ \$15.62/hr for a 3 BR apartment

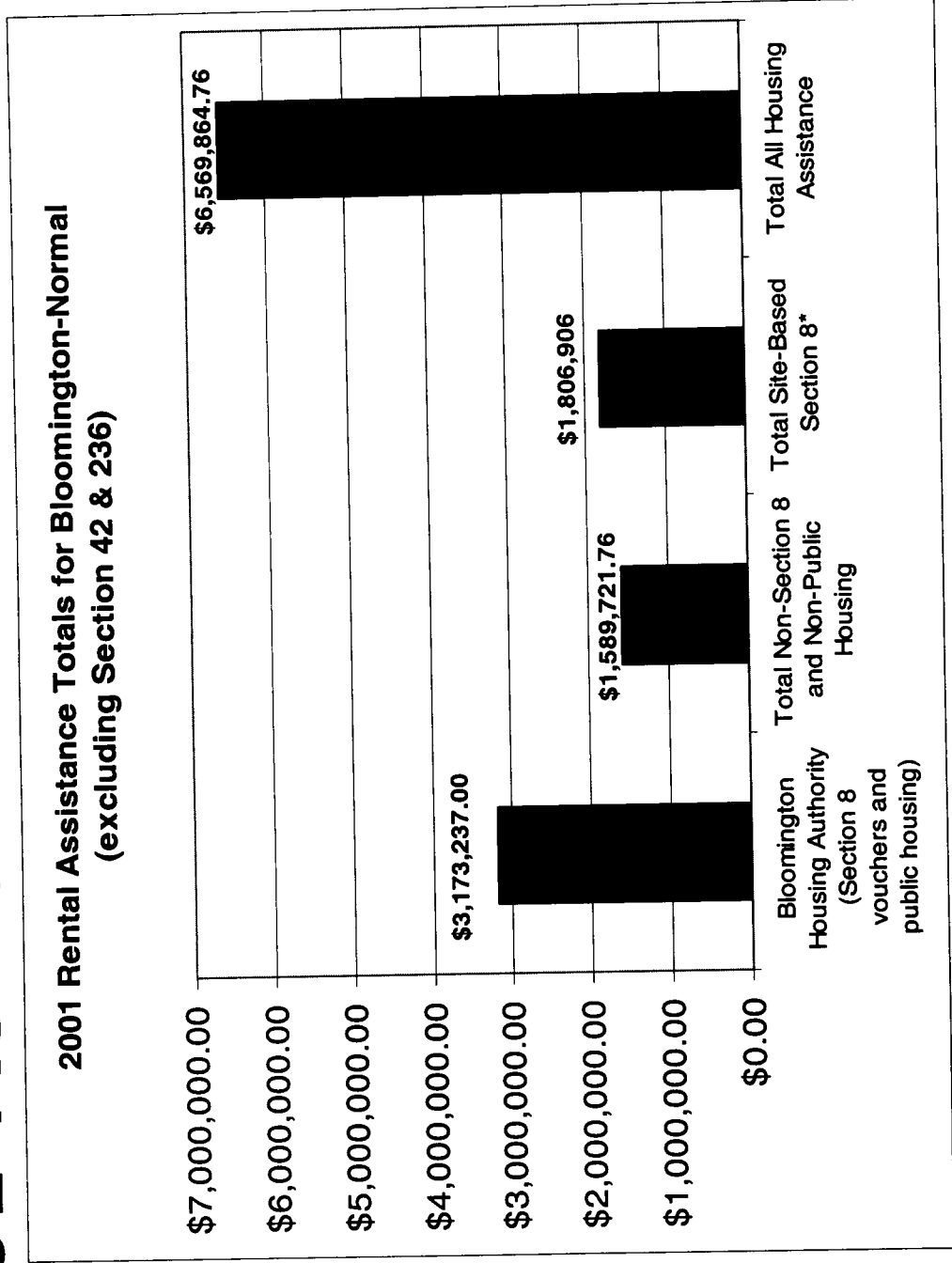
Many prevalent jobs below 60% of median income

- ◆ Factory workers, waiters/waitresses, retail sales associates, secretaries, managers (22,330 people)
- ◆ 83% of the workers do not make 60% of the median income (18,460 people)
- ◆ 37% of the workers do not make 30% of the median income (8,320 people)

Section 8 waiting list & Rental vacancy rates

- ◆ Annually, 400 families are on the Section 8 waiting list
- ◆ Vacancy rate has increased from 4.8% to 6.6% from 1990 to 2000
- ◆ Low-income housing is consistently at 1% or less vacancy

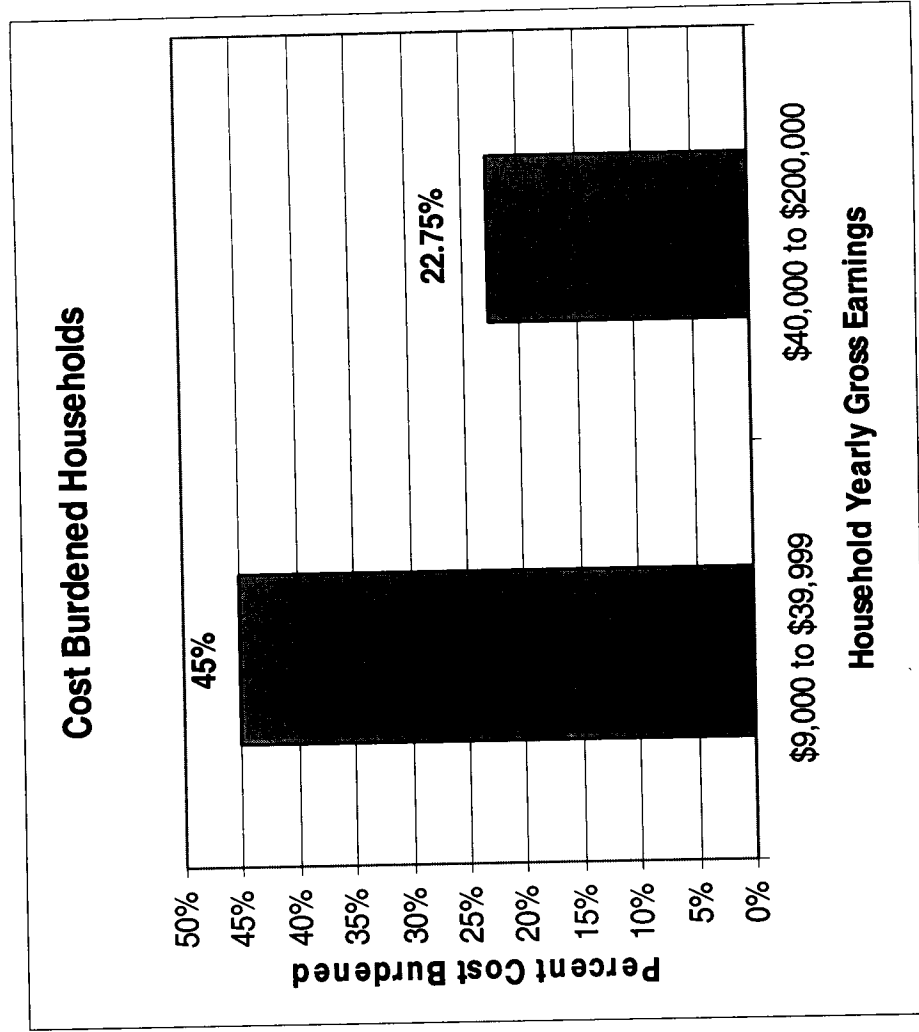
2001 Rental Assistance



Community Advocacy Network (CAN)

Cost Burdened Households

- ◆ 45% of all households earning between \$9,000 and \$39,999 were cost burdened.
- ◆ 22.75% of all households earning between \$40,000 and \$200,000 were cost burdened.



Past and Current Programs and Plans

- ◆ Push for Traditional Neighborhood Development
- ◆ Areas for growth already identified
- ◆ Emphasis on Infill
- ◆ Programs exist already, but are not enough

Suggested Practical Solutions

- ◆ Builder and developer incentives
- ◆ Employer incentives
- ◆ Landlord incentives
- ◆ Rehabilitation and collaboration
- ◆ Policy and code changes
- ◆ Finance incentives
- ◆ Education and advocacy

HUD Best Practices From Around the Midwest

- ◆ General Models
- ◆ Homeless
- ◆ AIDS
- ◆ Disabled

Summary

This is an issue that is important to the community. A need exists and it will take the community, working together, to address it.

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:

6. **CONSENT AGENDA:**

A. Approval of the Proceedings of the County Board, November 19, 2002

B. County Highway Department – Jack Mitchell, County Engineer

1. Sale of Surplus Equipment
2. Sale of Property
3. 2003 MFT Maintenance Resolution
4. Nicor Agreement to Move Gas Main
5. 2003 County Engineer MFT Salary Resolution

C. Building & Zoning – Phil Dick, Director

1) Zoning Case:

1. Approve the application of Daniel C. and Janelle S. Flanscha in case 02-53-S. They are requesting a special use to allow a single family residence in the Agriculture District on 9.75 acres of land that is undesirable for farming on property which is located in Hudson Township immediately south of 2550 N Rd approximately ½ mile east of 1475E Road

2) Subdivision Cases:

1. Approve the application of Jerry and Jodi Babb in Case S-02-19. They are requesting to vacate an alley located 132 ft. south of Lafayette Avenue beginning 411 feet west of Foster Street and extending 284 feet to the west in the unincorporated town of Shirley in Dale Township
2. Approve the application of Marshall and Marianne Kaisner in Case S-02-20. They are requesting a waiver of preliminary plan requirements, a waiver of road frontage requirement for Lot 1 and a four lot final subdivision plat for the Wildflower Estates Subdivision located in Money Creek Township immediately northeast of the intersection of PJ Keller Highway and Ron Smith Memorial Highway

D. Transfer Ordinances

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

Executive Committee

1. Items to be presented for Action:
 - a) Request Approval to Award the Purchase of Seven Vehicles for the McLean County Sheriff's Department

Finance Committee

1. Items to be presented for Action:
 - a) Request Approval to fill a Vacancy of a Correctional Officer's position within the Sheriff's Department
 - b) Request Approval to fill a Pending Vacancy Within the Public Defender's Office
 - c) Request Approval to fill Vacant Positions Within the State's Attorney's Office

Property Committee

- 1) Items to be presented for Action:
 - a) Request Approval to dispose of a GMC Sonoma Pick-up Truck – Facilities Management

Justice Committee

- 1) Items to be presented for Action:
 - a) Request Approval to enter into a Typewriter Maintenance Agreement with Paxton's Inc.
 - b) Request Approval to award a Jail Kitchen Chemical Bid to Ecolab for the Sheriff's Department
 - c) Request Approval of a Maintenance Agreement with Identix for Live-Scan Maintenance - Sheriff's Department

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

a) REAPPOINTMENTS:

Sabina Drainage District

Mr. Robert Borngasser

Rural Route 1, box 111

Arrowsmith, Illinois 61722

Appointed to a Three-Year Term that expires on September, 2005

Park Lawn Cemetary

Mr. Larry Rapp
3794 East 1950 North Road
Danvers, Illinois 61732
Appointed to a Six-Year Term that expires
on November 1, 2008

Sheriff's Office Merit Commission

Mr. H. Thomas Jefferson
105 East Kelsey
Bloomington, Illinois 61701
Appointed to a Six-Year Term that expires
on December 31, 2008

Hinthorn Cemetary District

Mr. James Hinthorn
309 Fayette Street
El Paso, Illinois 61776
Appointed to a Six-Year Term that expires
on August 31, 2008

Public Aid Committee

Michael F. Sweeney
8386 Blooming Grove Road
Bloomington, Illinois 61704-4204
Appointed to a Two-Year Term that expires
on November 30, 2004

Job Training Act UPIC Policy Training Board

Michael F. Sweeney
8386 Blooming Grove Road
Bloomington, Illinois 61704-4204
Appointed to a Two-Year Term that expires
on November 30, 2004

McLean County Housing Authority

Michael J. Wilson
3 Cobblestone Court
Bloomington, IL 61704
Appointed to a Five-Year Term that expires
On December 26, 2007

b) APPOINTMENTS:

Bellflower Fire Protection District

Mr. Mark W. Paullin

36330 East North Road

Bellflower, Illinois 61724

Appointed to a Fill a Three-Year Term
that expires on April 30, 2005

Zoning Board of Appeals

Mr. Tony A. Wheet

21398 East 200 North Road

LeRoy, Illinois 61752

Appointed to Fill Balance of Term that expires
in June, 2005

c) RESIGNATIONS

Bellflower Fire Protection District

Mr. John M. Scott

Box 203

Bellflower, Illinois 61724

Resignation effective November 20, 2002

McLean County Emergency Rescue Squad

O.B. Streeper, Sr.

Chief of the McLean County Emergency Rescue Squad

Chenoa, Illinois 61726

Resignation effective December 31, 2002

Zoning Board of Appeals

Mr. Rick Dean

237 North 2700 East Road

LeRoy, Illinois 61752

Resignation effective December 1, 2002

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

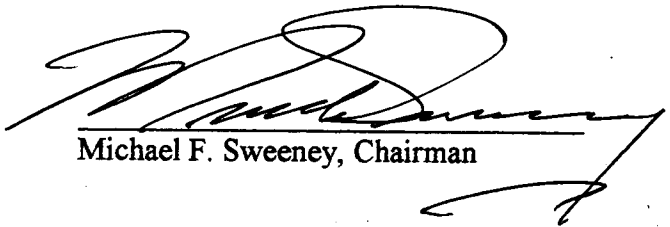
WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 10, 2002, for a letting held on November 26, 2002 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on December 10, 2002

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

1995 Ford ½ Ton F-150 Pickup Truck short bed

Sell to Rick Gaines for the amount of\$2,550.00

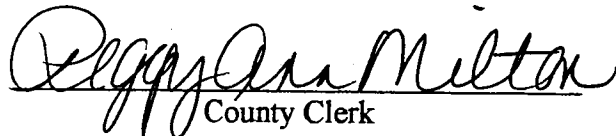

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 17, 2002

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of December, A.D., 2002.

[SEAL]


County Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 10, 2002, for a letting held on November 26, 2002 for the sale of Surplus Land, and

WHEREAS, the Transportation Committee duly approved the bids on December 10, 2002

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

Tract 1 – Located in the Village of Saybrook on the north side of Harrison St. adjacent to the Sangamon River. This parcel consists of Tracts 2, 3, 4 & 6 as shown on the survey plat. It is believed that this parcel lies entirely in the flood plane, but a survey would be needed to determine the flood plane boundary.

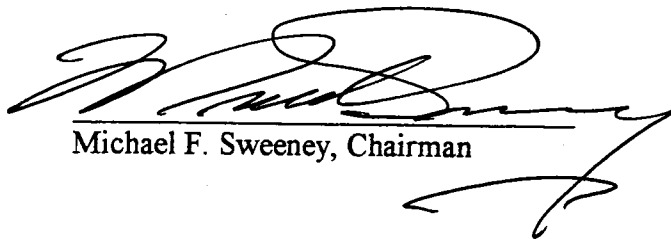
Sell to Steve Miller for the amount of \$ 500.00

Tract 3 – Located ½ mile south of Downs on CH 27 and is known as Lot 1 of the Savidge Bridge Subdivision. It contains 2.52 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.

Sell to Thet Hlaing for the amount of \$16,000.00

Tract 4 – Located ½ mile south of Downs of CH 27 and is known as Lot 2 of the Savidge Bridge Subdivision. It contains 5.45 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.

Sell to Thet Hlaing for the amount of \$23,000.00

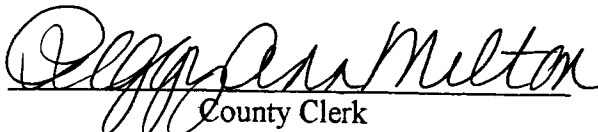

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 17, 2002

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of December, A.D., 2002.

[SEAL]


County Clerk



**Illinois Department
of Transportation**


**County Maintenance Resolution
Sec. 03-00000-00-GM**

RESOLVED, by the County board of McLean County, that \$1,700,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2003, and be it further

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

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


Michael F. Sweeney, Chairman, McLean County Board

APPROVED

STATE OF ILLINOIS

McLEAN COUNTY

} ss.

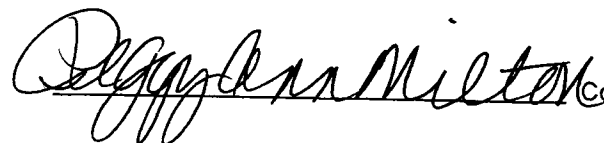
I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Monthly

meeting held at Bloomington, Illinois

on December 17, 2002
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County, this 17th day of December A.D. 2002

(SEAL)  County Clerk.

Date

Department of Transportation

District Engineer

Agreement

THIS AGREEMENT, made and entered into by and between the COUNTY OF McLEAN, hereinafter referred to as the COUNTY, and NORTHERN ILLINOIS GAS COMPANY, d/b/a NICOR GAS, hereinafter referred to as the COMPANY,

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements to OAKLAND AVENUE, and

WHEREAS, in order to allow for the road construction, the COUNTY desires the COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans as listed below:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
Bloomington	\$29,087.10	148943/348943/448943

Reimbursable Portion: 100% = \$29,087.10

WHEREAS, the cost of relocating said facilities has been determined to be eligible for partial reimbursement to the COMPANY, with the COUNTY responsible for 100% of the estimated cost, as shown above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1: The COMPANY shall prepare the detailed drawings (including surveys and other engineering services), estimates of cost, and any required specifications for the relocation and protection of its facilities, and the expense for such drawings, specifications, etc. shall be chargeable to this improvement and reimbursed by the COUNTY as hereinafter set forth. These detailed plans, estimates and specifications shall be submitted to the COUNTY for its approval, which approval will not be unreasonably withheld.

SECTION 2: The COUNTY will obtain, at no expense to the COMPANY, all necessary easements, including but not limited to, parking construction working space, material and equipment staging areas outside the COMPANY'S existing property rights required to complete work as herein specified in a form acceptable to the COMPANY and prior to the COMPANY'S initiating the work.

SECTION 3: The COMPANY, in substantial accordance with the approved plans and specifications, shall protect and or relocate its facilities as herein set forth. The total estimated cost of the work is \$29,087.10 with the COUNTY responsible for 100% of that estimated cost.

SECTION 4: The COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement (in duplicate) of its portion of the costs, including overheads. Provided that the costs are reasonable, the COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 30 days of receipt of statement.

SECTION 5: The Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

EXECUTED by the COMPANY, this ____ day of _____, 2002.

NORTHERN ILLINOIS GAS COMPANY d/b/a
NICOR GAS

By _____
Vice President

WITNESS:

EXECUTED by the COUNTY, this 17th day of December, 2002.

COUNTY OF McLEAN

By _____

Title: Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Title: County Clerk

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS


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

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$88,314.45 per year for January 1, 2003 through December 31, 2003 and his traveling, instruction and schooling and conference expenses are estimated at \$6,000.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Bard of McLean County that there be appropriated the sum of Ninety-four thousand, three hundred and fourteen dollars and 45/100 (\$94,314.45) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2003 through December 31, 2003.

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

Approved by the County Board on December 17, 2002.



Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid and keeper of records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 17, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of December, A.D. 2002.

[SEAL]


County Clerk

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 Daniel C. and Janelle S. Flansch in case 02-53-S. They are requesting a special use to allow a single family residence in the Agriculture District on 9.75 acres of land that is undesirable for farming on property which is located in the east ½ of the northwest ¼ of the southwest ¼ of section 3, township 25 N., range 2 E. of the Third Principal Meridian which is located in Hudson Township immediately south of 2550N Road approximately ½ mile east of 1475E Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on December 3, 2002 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 – 9.75 acre property is hilly and drains to the center of the property and then to the east and is covered with grass and trees. The property has 74.3 feet of frontage on the south side of 2550 North Road, a gravel road 20 feet in width.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the south and west is used for crop production. The land to the north and east is used in part for crop production and part is in woods.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 88 out of 125 points. The site assessment score was 114 out of 175 points. The total LESA score was 202 points out of 300. A score of below 225 points and above means the property is of low value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an isolated tract that is not desirable for crop production, is hilly and partially wooded.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The subject site is an isolated tract that is not desirable for crop production and has a relatively low LESA score. Nearby property to the south and west that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by a private well and a septic system approved by the County Health Department. The property has 73 feet of frontage on the south side of 2550 North Road. The applicant proposes to provide an easement of access to this property by a drive extending to the proposed dwelling from the drive on the tract this property is being divided. This will be accomplished with a two lot subdivision plat approved by the County Board.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant has obtained an entrance permit from the Hudson Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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, provided a two lot subdivision is approved that provides an easement of access over the existing drive before a building permit is issued. The land is found to be undesirable for agricultural uses.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling, provided a two lot subdivision is obtained.

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

Respectfully submitted this 3rd day of December 2002, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Dale Williamson
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL

OF FINAL PLAT ALLEY VACATION

Alley in Light's Addition to Shirley, File S-02-19

WHEREAS, Jerry J. and Jodi L. Babb have made application to vacate that part of the 16 foot wide alley south of and adjacent to Lots 7, 8, 9, 10 & 11 in Block 2 of Light's Addition to Shirley, except the east 15 feet thereof, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat, has conducted a public hearing for this application and finds that it meets the said subdivision regulations; and

WHEREAS, said amended final plat vacates a portion of an undeveloped and unbuilt alley more particularly described as: that part of the 16 foot wide alley lying south of and adjacent to Lots 7, 8, 9, 10 & 11 in Block 2 of Light's Addition to Shirley, except the east 15 feet thereof, in the northeast ¼ of Section 35, Township 23 N., Range 1E. of the Third Principal Meridian, McLean County, IL; and

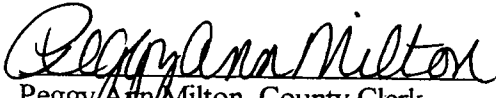
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation; now, therefore,

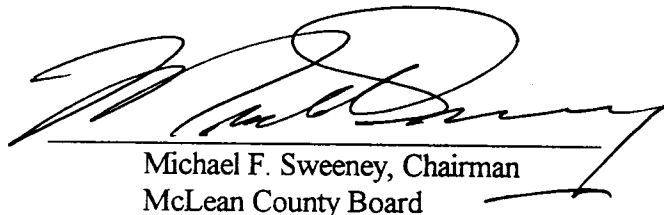
BE IT ORDAINED that the said amended final plat for vacation of the alley south of and adjacent to Lots 7, 8, 9, 10 & 11 in Block 2 of Light's Addition to Shirley, except the east 15 feet thereof, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 17th day of December, 2002

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-02-19

1. REFERENCE

- a. Meeting date: December 5, 2002
- b. Subdividers' names: Jerry J. and Jodi L. Babb, 10603 W. Lafayette, Shirley, IL 61772
- c. Subdivision name: The alley south of Lots 7, 8, 9, 10 & 11 in Block 2 of Light's Addition to Shirley

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: The portion of the alley to be vacated begins 431 feet west of Foster Street and 120 feet south of Lafayette Avenue and ends 284 feet to the west and is in the unincorporated town of Shirley
- b. Township: Dale Township
- c. Parcel Number: 20-35-252-019 - applicants' parcel no.
- d. Zoning: R-1 Single Family Residence District
- e. Applicant request: Vacate an alley located 132 ft. south of Lafayette Avenue beginning 411 feet west of Foster Street and extending 284 feet to the west in the unincorporated town of Shirley
- f. Existing land use: Vacant

3. DIMENSIONS & REVIEW:

- a. Size of Alley: 16 feet by 284 feet.
- b. Background: The remainder of the alley 132 feet south of Lafayette Street was vacated by the County on March 21, 2000. The alley in this application was proposed to be vacated at that time as well; however, since the taxes for the property adjacent to the alley in this application were not paid, this part of the alley was not vacated. The taxes for this property are paid.
- c. County Health Department: Has no problems with the application.
- d. County Highway Department: Has no problems with the application.

Staff recommends that this application meets the requirements of the Subdivision Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Wildflower Estates Subdivision, File S-02-20

WHEREAS, Marshall L. and Marianne L. Kaisner have requested a waiver from preliminary plan requirements, have requested a waiver of road frontage requirement for Lot 1 and have filed an application for approval of a final plat for the Wildflower Estates Subdivision, file number S-02-20, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Marshall L. and Marianne L. Kaisner have subdivided this property into four lots in order to set aside one existing dwelling, one out-lot and two lots for proposed dwellings; and

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

WHEREAS, staff recommends that a waiver of lot frontage for Lot one is appropriate if an easement of access for Lots 1 and 2 through Kickapoo Park is approved by the City of Bloomington before said plat can be recorded; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waivers and final plat and finds that they meet the said subdivision regulations contingent upon approval by the City of Bloomington for an easement of access to Lots 1 and 2 before said final plat can be recorded; and

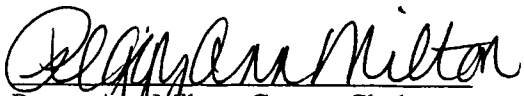
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waivers and final plat for the said subdivision conditioned upon approval by the City of Bloomington of an easement of access for Lots 1 and 2 before said final plat can be recorded; now, therefore,

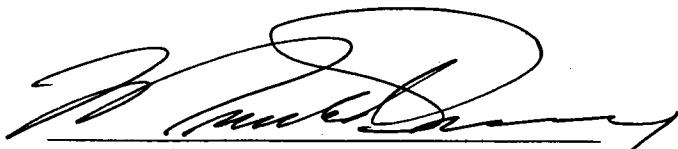
BE IT ORDAINED that the said waivers and final plat for the aforesaid Wildflower Estates Subdivision be and hereby are approved conditioned upon approval by the City of Bloomington of an easement of access for Lots 1 and 2 before said final plat can be recorded.

Adopted by the County Board of McLean County, Illinois this 17th day of December, 2002

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-02-20

1. REFERENCE

- a. Meeting date: December 5, 2002
- b. Subdividers' names: Marshall L. & Marianne L. Kaisner
- c. Subdivision name: Wildflower Estates Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

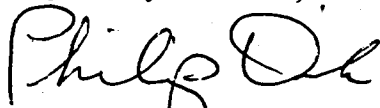
- a. Property location: Immediately northeast of the intersection of PJ Keller Highway and Ron Smith Memorial Highway
- b. Township: Money Creek Township
- c. Parcel Numbers: 08-06-153-007
- d. Existing zoning: R-1 Single Family Residence District & A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements, a waiver of road frontage requirements for Lots 1 and 2 and a four lot final subdivision plat for the Wildflower Estates Subdivision
- f. Existing land use: Single family residence and outbuildings are located on Lot 3; a barn and storage building are located on Outlot 4; the remainder of the property is vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcels: Lots 1, 2 and 3 are between ½ acre and 1 acre in area, Outlot 4 is 25 acres in area.
- b. County Health Department: Has approved a septic system permit for Lot 3 and recommends approval of the proposed subdivision plat.
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement, the waiver of road frontage requirement for Lots 1 and 2 and approval of the final plat.

Staff recommends that the Wildflower Estates Subdivision should be approved if a signed letter from the City of Bloomington is submitted that approves ingress and egress for Lots 1 and 2 through Kickapoo Park and if an amended final plat, as agreed upon by the applicant, is submitted to the Department of Building and Zoning before the public meeting on December 5, 2002 that shows the following: adequate lot width for Lot 2; front setback lines for Lots 1, 2 and 3; the existing structures on Lot 3 and Outlot 4 that meet the necessary yard requirements; and the flood plain delineated.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

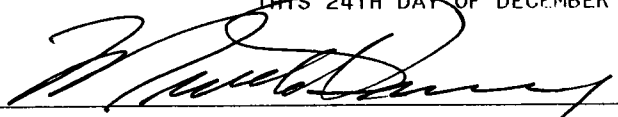
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Metro Communication Ctr.					
FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR.					
PGM 0090 METRO COMMUNICATION					
0795 0005	WESTERN UNION SERVICE	4,864.00			
0778 0001	DATA PROCESSING USER FEE	6,000.00			
0833 0002	PURCHASE/COMPUTER EQUIP.	32,807.00			
				0750 0003	COMPUTER REPAIR/PARTS/SER 2,250.00-
				0833 0004	PURCHASE/COMP. SOFTWARE 41,421.00-
					<hr style="border-top: 1px dashed black;"/>
					43,671.00
					=====

Executive Committee

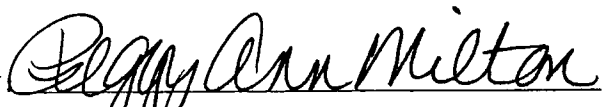
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PGM 0047 DATA PROCESSING					
0620 0002	COMPUTER HARDWARE/SOFTWAR	15,000.00			
0750 0004	SOFTWARE LICENSE AGREE	10,000.00			
0750 0005	SOFTWARE MAINT. CONTRACTS	10,000.00			
0833 0002	PURCHASE/COMPUTER EQUIP.	65,000.00			
				0706 0001	CONTRACT SERVICES 100,000.00-
					<hr style="border-top: 1px dashed black;"/>
					100,000.00
					=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 24TH DAY OF DECEMBER , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST 

 COUNTY CLERK, MCLEAN COUNTY



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

December 12, 2002

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

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

Six (6) Chevrolet Impalas to be purchased from Heller Chevrolet;

One (1) Ford E330 Maxi Wagon to be purchased from Dennison Ford.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2003, the EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department. Funds for the purchase of vehicles for the Sheriff's Department were approved in the Fiscal Year 2003 adopted budget of the County Board.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

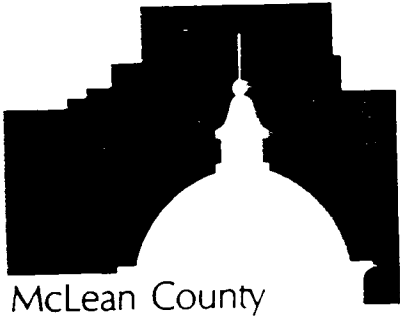
District #6
George J. Gordon
L. W. Selzer

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



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

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

December 3, 2002

TO: Mr. Michael Sweeney, Chairman
Executive Committee
FROM: Sheriff David Owens
SUBJ: FY2003 VEHICLE PURCHASES FOR McLEAN
COUNTY SHERIFF'S OFFICE

There is currently \$94,900.00 budgeted, through the County Administrator's, for the purchase of squad cars for the McLean County Sheriff's Office. This is a reduction of \$53,700.00 from the original amount requested in my FY2003 budget request.

Competitive bids were put out for full size, rear wheel drive cars; mid size front wheel drive cars and a transport van. After a thorough review of the bids, we would like to request that Proposal #3 be considered by the Finance Committee. (Please see attachment)

Proposal #3 is for the purchase of six (6) Impala passenger cars from Heller Chevrolet and one (1) transport van from Dennison Ford. The total cost of these purchases is \$90,734.33, which is \$4,165.67 under budget.

Sincerely,

David Owens
Sheriff

DO:jc

'03 Vehicle Bid Proposal

Proposal 1

Heller Chevrolet	Impala \$18,156.97 x 6	\$108,941.82
Heller Chevrolet	3500 Pass Van \$20,719.12	\$20,719.12
		\$129,660.94
	7 trades	\$39,300.00
	Total	\$90,360.94

Proposal 2

Heller Chevrolet	Impala \$18,156.97 x 6	\$108,941.82
Heller Ford	E350 Pass Van \$21,686.01	\$21,686.01
		\$130,627.83
	7 trades	\$39,300.00
	Total	\$91,327.83

Proposal 3

Heller Chevrolet	Impala \$18,156.97 x 6	\$108,941.82
Dennison Ford	E330 Maxi Wagon \$21,692.51	\$21,692.51
		\$130,634.33
	(Heller) 6 trades	\$35,400.00
	(Dennison) 1 trade	\$4,500.00
	Total	\$90,734.33

Proposal 2 or 3 is recommended

We currently have two Ford transport vans which have given our department excellent service.

The van that we are trading in has in excess of 200,000 miles on it.

Security equipment, such as window screens and security screen/partition can be use in a in a new '03 Ford, but according to our fleet mechanic, modification may be needed for use in a Chevrolet Van.

We also have a small stock pile of vehicle maintenance items that we have purchased for our current Ford transport vans.

Past experience has shown that customer service for our department has been a priority at Heller Ford, more so than at Dennison Ford.



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

December 12, 2002

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

Pursuant to the Resolution Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance, which was approved by the McLean County Board on July 23, 2002, your FINANCE COMMITTEE herewith respectfully recommends approval of the attached request received from the Honorable David Owens, Sheriff, to fill one vacant Correctional Officer position.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6
George J. Gordon
Dr. W. Selzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Saich
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

December 6, 2002

To the Honorable Chairman and Members of the Executive Committee:

Pursuant to the Resolution Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance, which was approved by the McLean County Board on July 23, 2002, your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the Ms. Amy Davis, Public Defender, to fill a pending vacant position within the Public Defender's Office.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Haselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

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

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

December 6, 2002

To the Honorable Chairman and Members of the Executive Committee:

Pursuant to the Resolution Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance, which was approved by the McLean County Board on July 23, 2002, your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the Honorable William Yoder, State's Attorney, to fill vacant positions within the State's Attorney's Office.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Hosefson
Joseph Sommer

District #2
Matt Sorensen

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson

District #5 42
Ray Rodman
B.H. "Duffy" Bass

District
George J. Gordon

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #8
Paul R. Segobiano

District #9
Gene Saich
Adam D. Kinzinger

District #10
Benjamin J. Owens



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

December 12, 2002

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management to dispose of a 1991 GMC Sonoma pick-up truck for salvage, in accordance with County policy.

Your PROPERTY COMMITTEE herewith respectfully recommends that the Facilities Management Department be authorized to have the GMC Sonoma pick-up truck towed to a local salvage yard and sold for salvage value.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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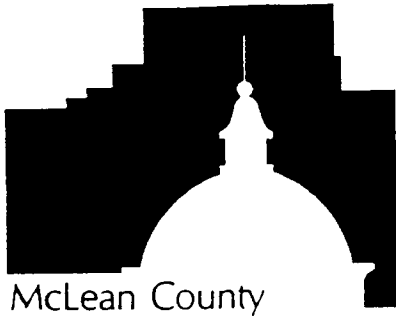
District #6
George J. Gordon
Dwight W. Selzer

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P.A. "Sue" Berglund

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The 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: November 21, 2002

Subj: **Disposal of old GMC Sonoma Pick-Up Truck**

Facilities Management Department acquired from McLean County Parks and Recreation Department (COMLARA Park) in 1999 a 1991 GMC Sonoma pick-up truck in poor condition, VIN # 1GTCS14A1M2556389. Facilities Management paid COMLARA Park \$1,700.00 for the vehicle via a transfer of funds. This pick-up truck has 70,142 actual miles as recorded on the odometer. This vehicle had been used to make trips to County facilities outside of Bloomington to deliver supplies, repair parts, mail deliveries, Board packet deliveries to Board members, trips to printing shops for Board projects, landscaping needs for transporting lawn equipment, and a variety of other purposes. The truck now has been taken out of service for safety purposes for the following reasons:

- the floor pan under the driver's seat is rusted-through;
- needs new brakes;
- needs a new exhaust system;
- the "front-end" has multiple alignment problems regarding the suspension and steering control arms;
- the power steering leaks;
- needs new shocks;
- the transmission slips when climbing hills;
- the ignition switch needs to be replaced to make the vehicle "drivable".

Attached, is a copy of County ordinance **11.41-3 MISCELLANEOUS PROVISIONS** which is monitored by the County Auditor's office and provides guidelines for proper disposition of surplus and/or obsolete County owned equipment and assets.

Disposal of old GMC Sonoma Pick-Up Truck
November 21, 2002
Page two

Paragraph 11.41-3- C states three (3) ways in which proper disposal may be accomplished under normal conditions (in brief):

1. Conduct a public auction.
2. Offer the asset(s) to other local governments.
3. Offer the asset(s) to not-for-profit organizations.

Also, attached is a copy of the asset control sheet on this vehicle from the County asset management system which lists the current depreciated value of this asset at \$47.22.

Because this vehicle is no longer usable by the County without significant and costly repairs, because this vehicle is not safe to operate legally in its present condition, and because the cost of advertising this vehicle for sale would be greater than any dollars received from such sale because of the present condition of the vehicle, Facilities Management, therefore, requests and recommends this vehicle be sold for parts to an area salvage yard due to its extreme defective condition.

We have notified the County Auditor's office of the condition of the vehicle.

Thank you for your kind consideration of this request.

JEM:

Enclosures

11.41-3 MISCELLANEOUS PROVISIONS

- A) The receipt of any asset valued at \$10,000.00 or more which is given, donated, or otherwise received by any County department or office shall be immediately reported to the County Auditor for inclusion in the fixed assets inventory.
- B) No County office or department shall transfer, release, discard, or dispose of any asset recorded in the County's fixed assets inventory without obtaining the necessary authorization from the County Auditor. A completed "Capital Item Release Request" Form must be submitted to the County Auditor before approval may be given.
- C) Any County elected official or department head who wishes to discard or dispose of any obsolete, out-dated, or otherwise unusable fixed assets, shall so indicate that intention to the County Auditor through the use of the Capital Item Release Request Form. Upon approval of the County Auditor, assets marked for disposal shall come under the jurisdiction of the Facilities Manager. The Facilities Manager shall compile and publish annually a list of these assets and shall circulate the list among the various County department heads. Any department or office may request any or all of the listed assets for its own use. In the event of more than one request for any specific item, the Facilities Manager shall determine the recipient. Any assets remaining unclaimed by any office or department head shall remain under the jurisdiction of the Facilities Manager, who, upon the approval of the Property Committee, shall be authorized to:
 - (i) conduct, after publication in a newspaper of general circulation in McLean County, a public auction, proceeds of which shall be placed in any such fund or funds as may be determined by the County Administrator in each instance, or
 - (ii) offer the assets to local governments and school districts that have some or all of their corporate boundaries lying within McLean County; or
 - (iii) offer the assets to bonafide not-for-profit corporations after publication in a newspaper of general circulation in McLean County.

Assets, which are unable to be disposed of in accordance with this paragraph, shall be disposed of at a sanitary landfill.

- D) The County Auditor shall make a general annual report to the Finance Committee of the County Board relating to fixed assets.

11.41-4 REPEAL

All resolutions, ordinances, policies and parts thereof which are in conflict with the provisions of this Resolution are hereby repealed.

Capital Asset Inquiry
Asset# . . : 095333
P.O. # . . : 98-0000609

FA0530S1

Status . . : 1 Dep Asset
Cost + Adj: 1,700.00
Acc Depr : 1,652.78
Book Value: 47.22 ←

Description . : 1991 SONOMA PICKUP TRUCK

Gen/Propr . . : GENERAL
Comm Code . . : 1
Asset Class . . : EQ & FURNI
Asset Sub Type:
Location 2 . . : P-UP
Resp Manager : 4150
Manufacturer : DODG
Year Made . . :
License # . . :
Vendor : MCL CO
Check # : 16114
Jurisdiction :
Review Date . . :
Orig. Acreage :

Separate Component: Yes
Method Acq : PURCHASE
Asset Type : VEHICLE
Location 1 : L&J
Assigned To: 4150
Model :
Serial #: 1GTCS14A1M2556389
License Expire Date :
Warranty Expire Date:
Check Date : 8/19/1999
Property:
Reviewed By:
Infrastructure: NO
Total Acreage :

F14=Funding F16=G/L F18=Transactions F20=Mgr/Loc F24=Documents
F3=Exit F12=Cancel-----

RECEIVED

NOV 21 2002

Facilities Mgt. Div.

Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

_____ McLean County Sheriff Department
_____ 104 W. Front St.
_____ Bloomington, Il. 61702-2400

Contact Name _____ Jan Clark

Contact Phone _____ 888-5034 **Fax** _____ 888-5072

Service Commencement Date 1/1/03

Payable: Monthly Quarterly Annual

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

Acceptance

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

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

Term

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

Service Availability

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

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

Monday through Friday 8 am
5 pm

Excluding holidays indicated

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

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

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

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

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

Zone 1 Emergency Service within _____ hours
Zone 1 Standard Service within 24 hours
Zone 2 Emergency Service within _____ hours
Zone 2 Standard Service within _____ hours

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

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

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

Charges

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

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

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

Exclusions

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

Termination

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

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

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

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

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

Hazardous Products

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

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

Limitation of Liability

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

Indemnification

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

General

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

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

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

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

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

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

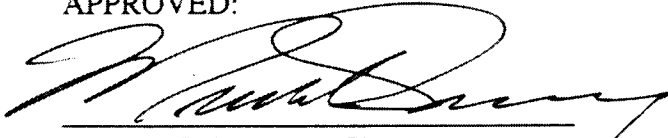
unless we request termination

Customer Name McLean County Sheriff's Dept.

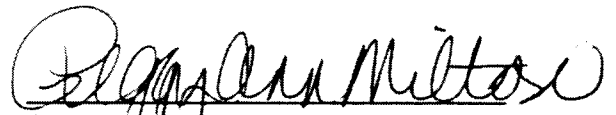
Address 104 W. Front St.
By *Dee O'Leary*
Title Sheriff Date 12/17/02

ADOPTED by the McLean County Board this 17th day of December, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
McLean County Board

Equipment List

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

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

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

Accepted
 Company Signature Jim Killoran
 Printed Name Jim Killoran
 Title Service Manager Date: _____
 Company Signature David Owens
 Printed Name David Owens
 Title Sheriff Date: _____

	Newman Ullman	Ecolab	Annual usage	Cost/ item	Bunn Capitol	Diversy
Liquid Laundry Detergent	N/A	\$57.00/ 5 gallon	54 pails	\$3,078.00	N/A	N/A
Liquid Laundry Detergent	N/A	\$34.50 / 5 gallon	42 pails	\$1,449.00	N/A	N/A
Dish Machine Detergent	N/A	\$50.50 / 5 gallon	18 pails	\$909.00	N/A	N/A
Dish Machine Rinse	N/A	\$75.00 / 4.5 gallon	13.33 pails	\$975.00	N/A	N/A
Dish Machine Sanitizer	N/A	\$30.50 / 5 gallon	9.6 pails	\$305.00	N/A	N/A
Delimer	N/A	\$33.50 4/ 1 gallon	6 gallon	\$50.25	N/A	N/A
Third Sink Sanitizer	N/A	\$48.50 4/ 1 gallon	12 gallon	\$145.50	N/A	N/A
Pot and Pan Soap	N/A	\$115.00 4capsules	12 capsules	\$345.00	N/A	N/A
Total cost	No Response			\$7,256.75	No Response	No Response
Auto Dispenser for washer		yes				
Parts and labor on dish machine		100%				
Estimated yearly cost		\$7,256.75				

Chemical Quote Form for 2003

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION, MATERIAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. #15420 Tri Star Glo 5 gal/pail \$57.00	Yes		4.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. #15982 Destainer 5 gal/pail \$34.50	Yes		3.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE DETERGENT	Ecolab Inc. #15414 H.D. Eco Klene 5 gal/pail \$50.50	Yes	yes	1.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE RINSE	Ecolab Inc. #15172 Ultra Dry 4.5 gal/pail \$75.00	Yes	Yes	4.5 gal	Yes
LIQUID LOW-TEMP DISH MACHINE SANITIZER	Ecolab Inc. #13961 Ultra San 5 gal/pail \$30.50	Yes	Yes	5 gal	Yes
LIQUID DELIMER	Ecolab Inc. #12021 Lime-A-Way \$33.50	Yes	Yes	.5 gal	Yes
Third Sink Sanitizer	Ecolab Inc. #11023 Ster Pac Blu \$48.50	Yes		1 gal	Yes
Pot and Pan Soap	Ecolab Inc. #17301 Solitaire 4/5# caps \$115.00	Yes		1 capsule	Yes

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

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

Date of Quote 11/5/02

Company Telephone Number 800-352-5326x4310

Total Quote for Chemicals \$ 7,214.00

Additional Comments _____

58

Signature of Authorized Agent Thomas E. Ohs



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

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

October 22, 2002

Ecolab Inc.
Contract Sales
370 Wabasha St.
St. Paul, MN 55102

The Request for Quotations on Chemical Agents for 2003 is enclosed. Please respond.

If you have any questions, contact me at (309) 888-5068.

Sincerely,

Tom Phares
McLean County Jail Superintendent



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
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**Instructions to Vendors Wishing to Quote Prices for
Chemical Agents to be used in McLean County Jail Laundry
and Dish Machine 2003**

Page 1

Purchaser

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

Bid Procedures

Quotes shall be prepared on bid forms supplied by the McLean County Sheriff's Department. *Quotes are due by November 15, 2002. Mail to:*

*Tom Phares, McLean County Jail Superintendent
McLean County Sheriff's Department
104 West Front Street Room 105
Bloomington, IL 61702-2400*

All vendors will be required to conduct an on-site inspection before submitting quotes. Contact: Tom Phares at (309) 888-5068 to set an appointment. Hours are Monday-Friday 8:30am to 4:30pm. The Sheriff will evaluate the quotes and the successful vendor will be notified.

Specifications for Quotes

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares at (309) 888-5068. Hours are Monday-Friday 8:30am to 4:30pm.

See attached Chemical Agent Specifications and form for quotes.



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
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FAX (309) 888-5072

Chemical Bid 2003

Page 2

CHEMICAL AGENT SPECIFICATIONS

McLean County is requesting quotes for the following chemical agents.

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



McLEAN COUNTY SHERIFF'S DEPARTMENT
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Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

Chemical Bid
Page 3

- I. All chemical agents should be stored in five (5) gallon containers. Containers must have the capability of connecting to the washing and dish machine, automatically dispensing chemical agent. In addition, supplier must be able to provide 100% parts and labor for the upkeep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.**
- J. All quotes will include a full product specification sheet. A Material Data Safety Sheet shall also accompany all quotes.**
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within fifteen (15) days of quote award notification.**
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.**
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing three, 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10x14 ½ trays, 6oz cups, bowls, and service wear, three times daily.**
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period expires December 31, 2003.)**

Chemical Quote Form for 2003

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION, METERAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. #15420 Tri Star Glo 5 gal/pail \$57.00	Yes		4.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. #15982 Destainer 5 gal/pail \$34.50	Yes		3.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE DETERGENT	Ecolab Inc. #15414 H.D. Eco Klene 5 gal/pail \$50.50	Yes	yes	1.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE RINSE	Ecolab Inc. #15172 Ultra Dry 4.5 gal/pail \$75.00	Yes	Yes	4.5 gal	Yes
LIQUID LOW-TEMP DISH MACHINE SANITIZER	Ecolab Inc. #13961 Ultra San 5 gal/pail \$30.50	Yes	Yes	5 gal	Yes
LIQUID DELIMER	Ecolab Inc. #12021 Lime-A-Way \$33.50	Yes	Yes	.5 gal	Yes
Third Sink Sanitizer	Ecolab Inc. #11023 Ster Pac Blu \$48.50	Yes		1 gal	Yes
Pot and Pan Soap	Ecolab Inc. #17301 Solitaire 4/5# caps \$115.00	Yes		1 capsule	Yes

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

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

Date of Quote 11/5/02

Company Telephone Number 800-352-5326x4310

Total Quote for Chemicals \$ 7,214.00

Additional Comments

Signature of Authorized Agent ⁶³ Thomas E. Ohs



Live-Scan Maintenance Agreement Quotation

Date: June 12, 2002
 (Quoted prices valid 30 days)
 Rev. Level*:

Contract Period: February 1, 2003 - January 31, 2004

Bill To:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702
 Attn: Tom Ferris
 Office: 309-888-5068
 Fax: 309-888-5072

Quotation #: 3596S-B

Type of Service: Standard

Terms of Payment: Net 30

Equipment Location:
 McLean County Sheriff's Office
 104 W. Front Street
 Bloomington, IL 61702

IDX - 103381

Equipment Covered:

Item	Qty	Part#	Description	Price	Ext. Price
1	1	TP-600NEC2N	LiveScan Fingerprinting System w/ External Cabinet	\$5,970.30	\$5,970.30
2	1	EASE06280010-A	Back-Up CPU	\$787.50	\$787.50
3					

Annual Total: \$6,757.80

Agreement Total: \$6,757.80

Monthly Payments \$563.15

Please Note:

Your present maintenance contract will expire January 31, 2003. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$1,500 charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

Identix Standard Maintenance Scope of Work

1. Support:

- Unlimited telephone technical support for hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. **This does not include support for Customer provided communications networks. Any network service will be billed at published Time and Material rates.**
- Free software standard version upgrades. Identix will perform the upgrades and will schedule with mutually agreed times during normal working hours to provide this service. Standard version software is software that Identix releases to their customer base at no charge to correct the original release and its' supported features.
- Telephone response to service calls will be made within four (4) hours from the time the service call was placed.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F) On site response by an Identix Customer Support Engineer will occur within eight (8) hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hours visits (**Evenings, Saturdays**) within a 100 miles billed @ \$150.00 per hour portal-to-portal plus \$.50 per mile and any direct travel related expenses. (2) beyond 100 miles billed @ \$1200.00 per day, plus expenses. **Sunday and national holidays** will be billed at twice our normal rate at \$200 per hour/\$1600 per day plus mileage/expenses. Support provided on a "best effort" basis within 48 hours of a call for service.

"Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts: Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. **Consumable parts (e.g. platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.**

3. Access to Equipment: Identix Customer Support Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service: Maintenance service covered by this agreement does not include maintenance, repair, or replacement of damaged parts resulting from the client's moving of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

5. Printer Coverage: Identix will ensure the proper performance and operation of system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied coverage due to lack of repair parts or end-of-life determination by the manufacturer.

6. Defaults and Limitation of Liability: Notwithstanding any other provision in this agreement, Identix aggregate Liability arising from or relating to this agreement, whether through breach, non performance or otherwise, is limited to the total of the net payments made by or for you for services provided hereunder in the preceding twelve (12) months from when the cause of action arose. Neither Identix nor any of its Licensors, employees, or agents shall in any case be liable for any special incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, whether arising from contract, tort (including negligence) or otherwise. Neither Identix nor any its Licensors, employees, or agents is responsible for lost profits or revenue, loss of use do software, loss of data, costs of re-creating lost data, or the cost of any substitute service, equipment, product, system or program.

IDENTIX Maintenance Agreement Terms and Conditions

unused portion of the maintenance will be refunded (except as otherwise noted).

I. GENERAL SCOPE COVERAGE

Subject to payment of the Annual Maintenance Fees set forth on Maintenance Agreement Quotation document hereto, Identix, or its authorized agents or subcontractors, shall provide the system maintenance services set forth on Identix Maintenance Agreement Terms and Conditions (the "Service").

II. EXCEPTION TO COVERAGE

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix control are not covered and may subject Customer to a surcharge or to cancellation of the Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. a) Out of Scope services as defined on the accompanying Service Level Scope of Work requires a purchase order prior to commencement of work

b) Identix has no obligation to perform out of scope services without a purchase order.

c) Notwithstanding the foregoing, as a courtesy to customer, Identix will proceed without a purchase order upon signature of Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. The Services provided hereunder do not include preventive maintenance (cleaning of printer, etc.) or replacement of the following consumable items:

- Pistons
- Toner Cartridges
- Floppy Disks
- Charge Rollers

D. The Services provided hereunder do not include any services to repair damage to the System occurring as a result of Customer abuse or improper use.

E. Any equipment not registered under this agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the flat rate of \$1500 per system plus parts (if any required).

F. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

III. SERVICE CALLS

Service calls under this Agreement will be made at the installation address on Maintenance Agreement Quotation document or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDIX.

IV. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

V.

This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the

VI.

CHARGES

The initial fee for maintenance under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement Quotation document. The Annual Maintenance Fees with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date of Identix invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in maintenance fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

VII.

BREACH OR DEFAULT

If Customer does not promptly pay charges for maintenance or parts as provided hereunder when due:

A. Identix may refuse to service System

B. Identix may provide service at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix costs and expenses of collection including the maximum attorney's fee permitted by law (Said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

VIII.

NO WARRANTY

Other than the obligations set forth herein, Identix disclaims all warranties, express or implied, and Identix shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the performance of the System or the loss of its use by Customer.

IX.

DISCLAIMERS

Except as otherwise expressly set forth in this agreement, Identix makes no warranty, representation or promise of any kind. Identix hereby disclaims and excludes any and all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. Identix does not warrant that any software provided hereunder will be without defect or error or that the operation of the Software will be uninterrupted.

X.

LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

XI.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to agreements wholly negotiated, executed, and performed in the State of Illinois. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by customer to any third party without the prior written consent of Identix.

Live-Scan Maintenance Agreement Quotation

Special Comments:

Tax not included. Please add if applicable.

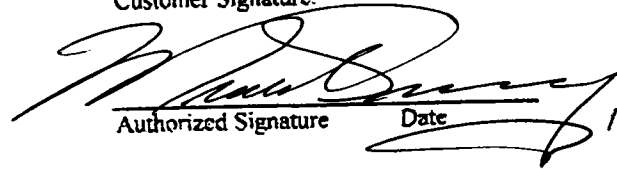
*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement. Confirmation of our agreement will be mailed to you under separate cover.

Quotation prepared by:

Debbie Blanchard / Eastern Region
1336 Mark NE
Grand Rapids, MI 49525
Phone: 616-447-2626
Fax: 616-447-2629

Customer Signature:


Authorized Signature Date 12/17/02

MICHAEL F. SWEENEY
Printed Name & Title
COUNTY BOARD CHAIRMAN

Enclosures:

- Maintenance Scope of Work
- Maintenance Agreement Terms & Conditions
- Purchase Order Waiver Form for Maintenance Renewal

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ROBERT BORNGASSER
AS A COMMISSIONER OF THE SABINA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Robert Borngasser as a Commissioner of the Sabina Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

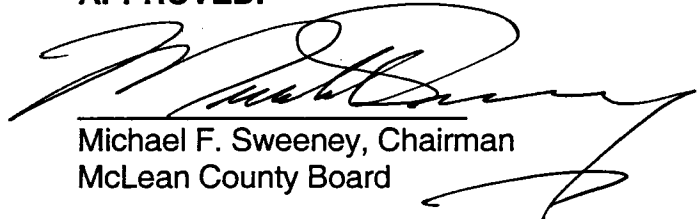
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a Commissioner of the Sabina Drainage District for a term of three years to expire on the first Tuesday in September, 2005, or until a successor shall have been qualified and appointed.

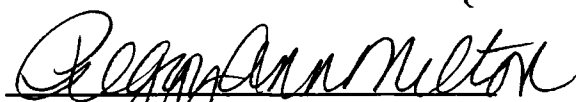
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and John Yoder, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF LARRY RAPP
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term Larry Rapp, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2002, it is advisable to consider an appointment to this position; and

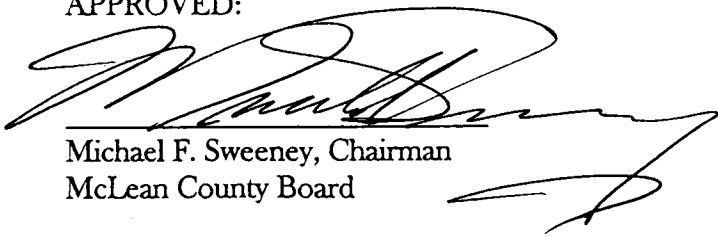
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Larry Rapp, as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Larry Rapp, and to Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.


ADOPTED by the County Board of McLean, County, Illinois this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF MCLEAN

A RESOLUTION FOR REAPPOINTMENT OF H. THOMAS JEFFERSON
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION

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

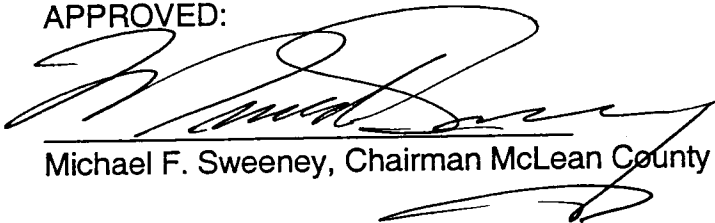
WHEREAS, the Chairman of the county board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of H. Thomas Jefferson, as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2008, or until a successor shall have been qualified and appointed.

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


ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF JAMES HINTHORN
AS A TRUSTEE OF THE HINTHORN CEMETARY DISTRICT

WHEREAS, due to the expiration of term of James Hinthorn as a member of the Board of Trustees of the Hinthorn Cemetary District, it is advisable to consider a reappointment to this position; and

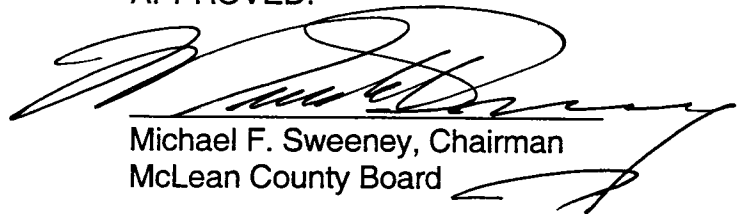
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Hinthorn as a Trustee of the Hinthorn Cemetary District to fill a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to James Hinthorn and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetary Board.

Adopted by the County Board of McLean, County, Illinois this 17th day of December, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF MICHAEL F. SWEENEY
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2002, of Michael F. Sweeney, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and

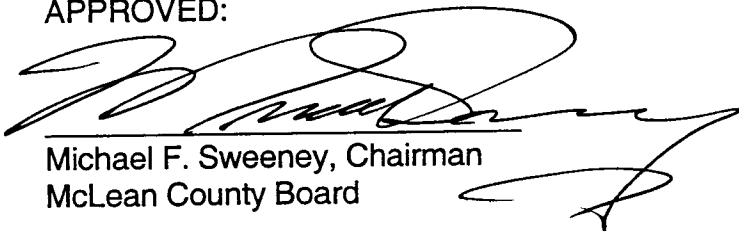
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael F. Sweeney as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2004, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Michael F. Sweeney, Rural Route 3, Box 102, Bloomington, Illinois. 61701


ADOPTED by the County Board of McLean, County, Illinois this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF MICHAEL F. SWEENEY
AS A MEMBER OF THE JOB TRAINING ACT UPIC POLICY TRAINING BOARD

WHEREAS, due to the expiration of term on November 30, 2002, of Michael F. Sweeney, as a member of the Job Training Act UPIC Policy Training Board, it is advisable to consider an appointment or reappointment to this position; and

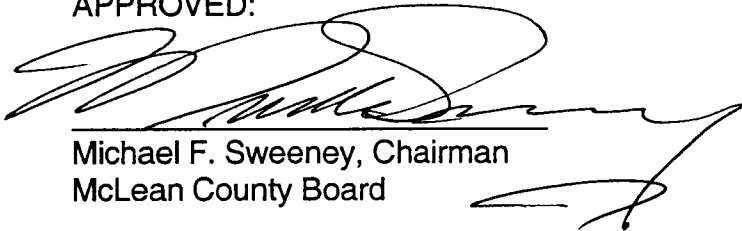
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael F. Sweeney as as a member of the Job Training Act UPIC Policy Training Board for a two-year term scheduled to expire on November 30, 2004, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Michael F. Sweeney, Rural Route 3, Box 102, Bloomington, Illinois 61701


ADOPTED by the County Board of McLean, County, Illinois this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF MICHAEL J. WILSON
AS A MEMBER OF THE MCLEAN COUNTY HOUSING AUTHORITY

WHEREAS, due to the expiration of term of Michael J. Wilson, serving as a member of the McLean County Housing Authority, it is advisable to consider a reappointment or appointment to this position; and,

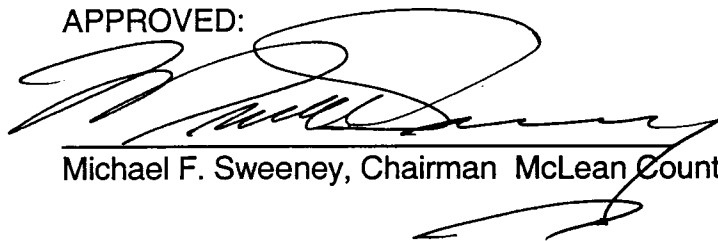
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 Illinois Compiled Statutes, 10/3, has the responsibility to fill the remainder of a five year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael J. Wilson as a member of the McLean County Housing Authority for a five year term to expire on December 26, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Michael J. Wilson and to Kim Short, Executive Director for the House Authority.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF MARK W. PAULLIN
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, a vacancy exists in the term of Trustee of the Bellflower Fire Protection District and it is advisable to consider an appointment to this position; and,

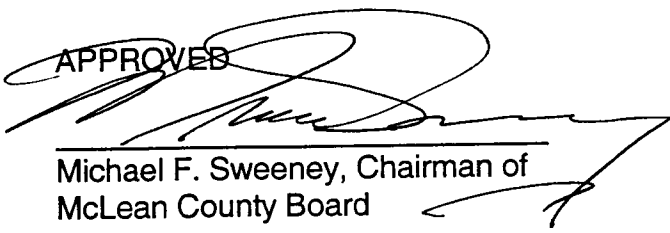
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Mark W. Paullin, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2005 or until a successor shall have been qualified and appointed.

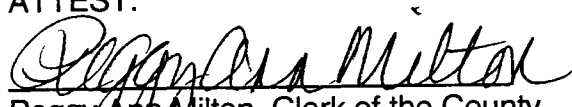
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mark W. Paullin and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED


Michael F. Sweeney, Chairman of
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF TONY A. WHEET
AS A MEMBER OF THE ZONING BOARD OF APPEALS

WHEREAS, due to the resignation of Rcik Dean as a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

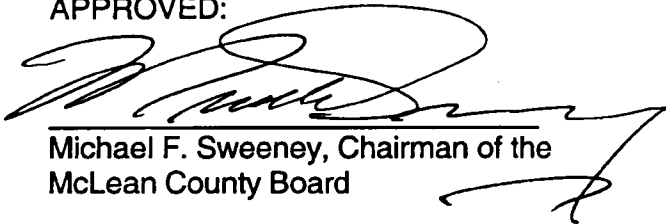
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Tony A. Wheet as a member of the Zoning Board of Appeals for the remainder of a term of five years to expire on June 31, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Tony A. Wheet and the Office of Building and Zoning.

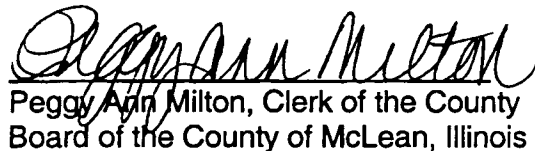
Adopted by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED:



Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:



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

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

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF JUDY L. MOWERY
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Phil Moss as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

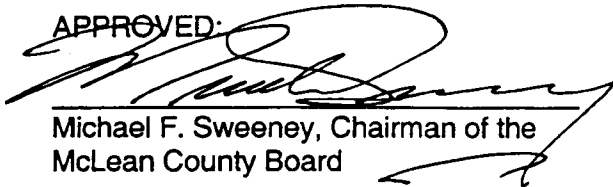
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Judy L. Mowery as a member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2007, or until a successor shall have been qualified and appointed.

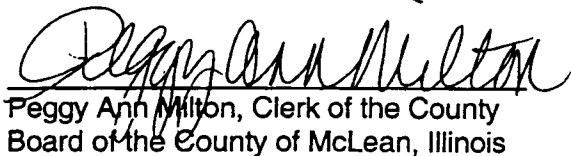
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Judy L. Mowery.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of Deember, 2002.

APPROVED:


Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:


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

Members Sorensen/Renner moved the County Board approve a Request for Approval of the Appointment of Judy L. Mowery of Heyworth, IL to a Four-Year Term on the Emergency Telephone System Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

AGREEMENT

WHEREAS, the parties hereto have authority pursuant to Article VII, Section 10 of the Illinois Constitution to associate among themselves for any lawful purpose; and

WHEREAS, the following parties associated in 1983 to form the McLean County Economic Development Council:

1. Association of Commerce and Industry of McLean County
2. Rural Government League
3. City of Bloomington
4. Town of Normal
5. County of McLean
6. McLean County Private Industry Council
7. McLean County Trades and Labor Assembly
8. Livingston and McLean County Building and Trade Council; and

WHEREAS, the parties incorporated as McLean County Economic Development, an Illinois not-for-profit corporation now known as the Bloomington/Normal Area Economic Development Council; and

WHEREAS, the current Board of Directors of the Bloomington/Normal Area Economic Development Council has recommended that the organization be reorganized with a new Board of Directors composed of one representative appointed by the following entities or their successor entities:

1. City of Bloomington
2. Town of Normal
3. County of McLean
4. McLean County Chamber of Commerce
5. McLean County Mayors Association
6. United Workforce Development Board
7. Livingston and McLean County Building and Trade Council

and as ex-officio members: the Mayor of Bloomington, the Mayor of Normal and the Chairman of the McLean County Board; and

WHEREAS, the parties to this Agreement desire to concur with the reorganization of the Economic Development Council and pledge continued financial support to the reorganized Council.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND GOOD AND VALUABLE CONSIDERATION SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The parties consent to reorganization of the Board of Directors of the Bloomington/Normal Area Economic Development Council (herein EDC) to include one representative from the following entities:

- A. City of Bloomington
- B. Town of Normal
- C. County of McLean
- D. McLean County Chamber of Commerce
- E. Livingston and McLean County Building and Trade Council
- F. McLean County Mayors Association
- G. United Workforce Development Board

and as ex-officio members: Mayor of Bloomington, Mayor of Normal and Chairman of the McLean County Board.

2. In order to provide financial support for the reorganized Economic Development Council, the following parties agree to annually contribute the following amounts to the Bloomington/Normal Area Economic Development Council:

City of Bloomington	\$ 45,000.00
Town of Normal	\$ 45,000.00
County of McLean	\$ 45,000.00
McLean County Chamber of Commerce	\$ 5,000.00
Livingston and McLean County Building and Trades	\$ 5,000.00
McLean County Mayors Association	\$ 1,000.00
United Workforce Development Board	\$ 1,000.00

3. Any party to this Agreement may alter the amount of annual contribution as provide herein, upon first giving sixty-day notice to the other parties hereto.

4. EDC shall be responsible for all funds contributed to the Council from any source and shall keep books and records of all receipts and expenditures. Such books and records shall be available for inspection by any party to this Agreement at all reasonable times.

5. EDC shall cause an independent audit to be made of its books and records on an annual basis. The audit report shall promptly be made available to the parties to this Agreement. Any party may request an audit for EDC books and records at any time and such audit shall be paid for by the requesting party.

this Agreement. Any party may request an audit for EDC books and records at any time and such audit shall be paid for by the requesting party.

6. This Agreement shall be effective for a period of five years, commencing January 1, 2003, and any extensions or renewals thereof shall be subject to the approval of the parties.

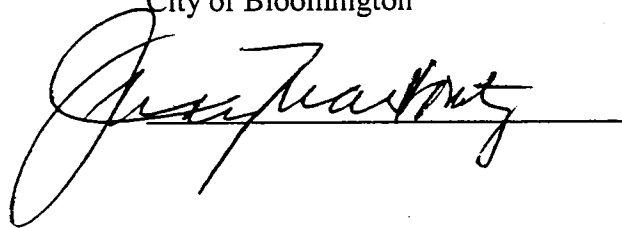
7. In the event the parties agree to terminate this Agreement or EDC ceases to function for any reason, and funds remain on hand with the EDC, then such net funds after payment of all outstanding legal obligations, shall be returned to the parties hereto in shares proportional to each parties' annual contribution to the total annual contribution made by the parties.

8. The parties agree that the EDC, its Board of Directors, Committees and Sub-Committees are, and their meetings shall be, subject to the requirements of the Illinois Open Meetings Act.

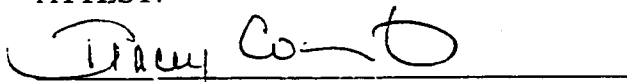
IN WITNESS WHEREOF, the duly authorized officers or officials of the parties have hereunto set their hands and official seals on the date as indicated by each signature.

Date: December 10, 2002

City of Bloomington

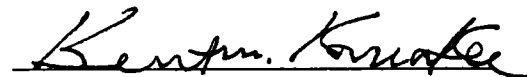


ATTEST:

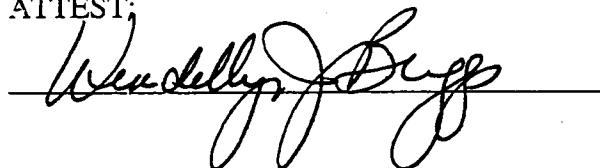


Date: 11-19-02

Town of Normal



ATTEST:



Date: _____

County of McLean

ATTEST:

Date: _____

McLean County Chamber of
Commerce

ATTEST:

Date: _____

Livingston and McLean County
Building and Trade

ATTEST:

Date: _____

McLean County Mayors Association

ATTEST:

Date: _____

United Workforce Development
Board

ATTEST:

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by the parties pursuant to authority granted by Article VII, Section 10 of the Illinois Constitution for the purpose of promoting tourism within McLean County, Illinois.

WHEREAS, the parties to this Agreement desire to develop and implement a promotional program for their respective jurisdictions designed to aid industry, business and the population in attracting tourists and conventions to and within their respective jurisdictions; and

WHEREAS, the parties by participating in this Agreement desire to combine the efforts of all parties hereto in establishing a mutual effort to accomplish promotion of tourism and conventions, to end duplication and to provide a united effort for the betterment of their respective jurisdictions; and

WHEREAS, the parties desire to create a new organization to implement the purposes expressed herein and provide community participation in the governance of said organization; and

WHEREAS, the parties desire to fund a new organization created pursuant to this Agreement as provided herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The parties to this Agreement are the following: City of Bloomington, Town of Normal and County of McLean.
2. The parties to this Agreement hereby create a Convention and Visitors Bureau which shall be governed by a Board of Directors comprised of one representative from the following entities: City of Bloomington, Town of Normal, County of McLean, Livingston and McLean County Building and Trade, McLean County Chamber of Commerce and McLean County Sports Commission. In addition, the Board shall also be comprised of the Mayor of Bloomington, the Mayor of Normal and the Chairman of the McLean County Board, each serving as ex-officio members of the Board of Directors.
3. The Board shall have authority to organize the Convention and Visitors Bureau as an Illinois not-for-profit corporation with all of the power and authority granted by Illinois law to not-for-profit corporations.

4. The Convention and Visitors Bureau shall be organized for the purposes set forth in the preamble to this Agreement and shall have such power and authority necessary to carry out the purposes of this Agreement, including, but not limited to the employment of a director and such other personnel, professionals and support services necessary to secure its purposes.

5. A. The City of Bloomington and the Town of Normal each agree to make an annual contribution to the Convention and Visitors Bureau from a portion of the proceeds from the tax on the use and privilege of renting a hotel or motel room. The City and Town shall have sole discretion in determining the amount of proceeds to be allocated to the Convention and Visitors Bureau.

B. The parties recognize that the County of McLean is a non-contributing party to this agreement. The parties agree that in the event the County of McLean subsequently enacts an ordinance imposing a hotel tax in accordance with 55 ILCS 5/5-1030, the annual contribution amounts from all parties will be re-negotiated.

6. The above-described proceeds from the Hotel Motel Room Gross Rental Receipts Tax and the tax on the use and privilege of renting a hotel or motel room shall be transferred to the Convention and Visitors Bureau in monthly installments within thirty days after receipt of the proceeds from the above-described taxes.

7. The Convention and Visitors Bureau shall be responsible for all funds contributed to it and shall keep books and records of all receipts and expenditures which books and records shall be available for inspection by the parties to this Agreement at all reasonable times. The Convention and Visitors Bureau shall provide and pay for an annual independent audit of said books and records and a report thereof shall be made available upon request to the parties hereto.

8. The parties hereto may, upon sixty days notice to the Convention and Visitors Bureau Board of Directors, alter or terminate the transfer of any tax proceeds to the Convention and Visitors Bureau.

9. In the event the Convention and Visitors Bureau ceases to exist for any reason or function during the term of this Agreement, then the next tax proceeds held by the Convention and Visitors Bureau, after payment of all outstanding debts, shall be returned to the parties hereto. The net tax proceeds shall be allocated between the City, Town and County based on the percentage of total contributions made by the City, Town and County during the three months immediately preceding dissolution or termination of the Convention and Visitors Bureau. A final outside independent audit shall be made of the books and records of the Convention and Visitors Bureau upon request of any party to this Agreement and the cost of the final audit shall be payable from the net tax proceeds held by the Convention and Visitors Bureau.

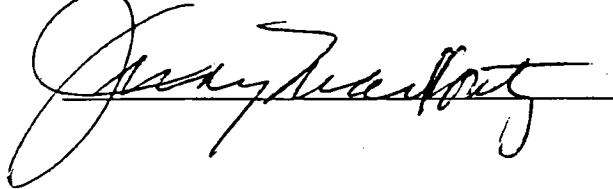
10. This Agreement shall be effective for a period of five years, commencing January 1, 2003, and may be renewed for additional periods thereafter subject to approval of the parties.

11. The parties agrees that the Convention and Visitors Bureau, its Board of Directors, Committee and Sub-Committee are, and their meeting shall be, subject to the requirements of the Illinois Open Meetings Act.

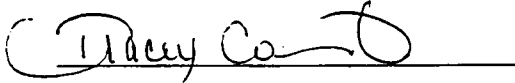
IN WITNESS WHEREOF, the properly authorized officers or officials of the parties have hereunto set their hands and officials seals on the dates hereafter acknowledged.

Date: Dec. 10, 2002

City of Bloomington



ATTEST:

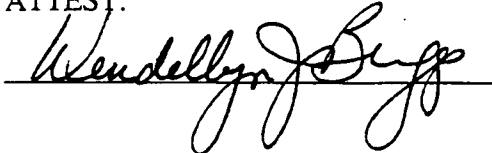


Date: 11-19-02

Town of Normal

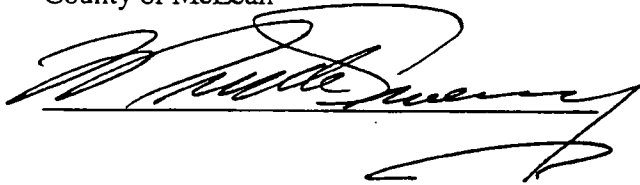


ATTEST:

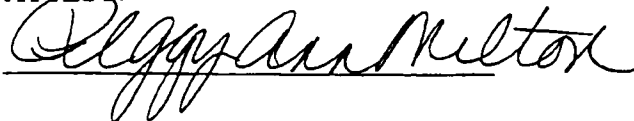


Date: 12/17/02

County of McLean



ATTEST:



Members Sorensen/Moss moved the County Board approve Requests for Approval of Intergovernmental Agreements - Reorganizing the Bloomington/Normal Area Economic Development Council and to Develop and Implement a Promotional Program to Aid Tourism in McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES FOR THE YEAR 2003

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

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2003 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2003 shall be as follows:

New Year's Day	Wednesday	January 1, 2003
Martin Luther King Day	Monday	January 20, 2003
President's Day	Monday	February 17, 2003
Memorial Day	Monday	May 26, 2003
Independence Day	Friday	July 4, 2003
Labor Day	Monday	September 1, 2003
Veteran's Day	Tuesday	November 11, 2003
Thanksgiving Day	Thursday	November 27, 2003
Day after Thanksgiving	Friday	November 28, 2003
Christmas Day	Thursday	December 25, 2003

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except the following:

- A. County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.
- B. Employees of the County Highway Department shall have the following floating holidays:
 - Martin Luther King Day
 - President's Day
 - Veteran's Day
 - Day after Thanksgiving

(2)

An employee who works on one of these days shall not be considered to have worked on a holiday but shall, with the approval of the County Highway Engineer, select another day in place of that holiday.


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


5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2002 is hereby repealed effective December 31, 2002.

ADOPTED by the County Board of McLean County, Illinois, this 17h day of December, 2002

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

e:\ord\holidays_2003.ord

Members Sorensen/Rackauskas moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2003. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2003

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

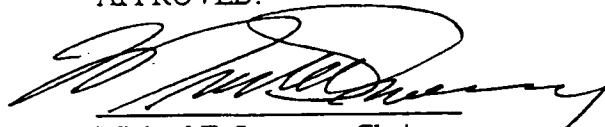
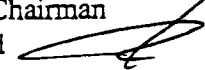
WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (1994), Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board that: (1) the regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2003

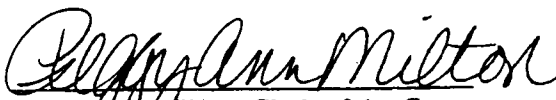
Tuesday	January 21, 2003	9:00 a.m.
Tuesday	February 18, 2003	9:00 a.m.
Tuesday	March 18, 2003	9:00 a.m.
Tuesday	April 15, 2003	9:00 a.m.
Tuesday	May 20, 2003	9:00 a.m.
Tuesday	June 17, 2003	9:00 a.m.
Tuesday	July 22, 2003	9:00 a.m.
Tuesday	August 19, 2003	9:00 a.m.
Tuesday	September 16, 2003	9:00 a.m.
Tuesday	October 21, 2003	9:00 a.m.
Tuesday	November 18, 2003	9:00 a.m.
Tuesday	December 16, 2003	9:00 a.m.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

APPROVED:


 Michael F. Sweeney, Chairman
 McLean County Board 

ATTEST:


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

Members Sorensen/Ahart moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2003. Members Kinzinger/Renner made a Substitute Motion to strike all instances of 9:00 a.m. and replace them with 5:00 p.m. Member Kinzinger stated the following: some of us on the Board are already familiar with this issue. We have dealt with it a few times but with the huge turnover we have had on the Board, I think it is important that we all have the opportunity to vote this. For as long as anybody can remember, the County Board has always met at 9:00 a.m. and one of the concerns we have had is for those who work during the day, which is the vast majority of those in McLean County. Those people would have to take personal time, have a forgiving bosses, or in some cases, take a loss in pay to come to a County Board meeting. Are we going to have a huge attendance increase? Absolutely not. Some are going to say that when there is an issue that is important, people find a way to attend. I agree. However, when they find a way to attend, it shouldn't be at their own penalty. This is County Government. I don't think it should cost anybody anything to attend. You are going to hear about Department Heads attending evening meetings and how they are all here at 9:00 a.m. I ask those of you who serve on a Committee that meets anywhere from 4:30 p.m. to 5:30 p.m., do you have your County Department Heads attend those? You do and we appreciate that. I think it's important to realize though, that when we make 9:00 a.m. the meeting time that in some cases we exclude certain members of society from running for this Board. Teachers for instance, can't attend County Board meetings at 9:00 a.m. because they get two personal days per year. If they take those they can't attend all of the meetings. Thankfully, we have a teacher on the Board now but she had to wait until she retired. We need to make government closer to the people that we have and I would again ask for your support on this. Member Renner stated the following: I would also like to rise in support of this. I have spoken about it in the past. I think one of the critical issues here is that we know the Bloomington City Council and the Normal Town Council meet in the evening. Most of our Committees will meet in the evening. Government needs to be more convenient for the average citizen. Member Berglund stated the following: I rise in disagreement with this. I think we should continue with the 9:00 a.m. meetings. We were all elected to come in at 9:00 a.m. If you want to do this then do it at an off-election time instead of having people run knowing that they are going to be having a 9:00 a.m. meeting. I think it is totally unfair. If someone wants to run, I am sure they can figure out a way. I work crazy hours and I'm here and attend the many other Committees I have been appointed to and will be appointed to. The willingness has to be there and if a person wants to be on this Board. They will find a way. Member Segobiano stated the following: when I first came on this Board I was an hourly employee. At no time was I ever denied the right to attend a 9:00 a.m. meeting. I think there is State Statute that allows public employees to participate in local government. When we talk about excluding people from the 9:00 a.m. meetings, we're only taking one segment of the community or society. I guess we don't care about the people who work from 3:00 p.m. to 11:00 p.m. They are not allowed, if we meet at 5:00 p.m., to attend County Board meetings or run for elected positions because their job requires them to work from 3:00 p.m. to 11:00 p.m. Let's forget about those people. Let's zero in on our own personal concerns. It's the same way for the people who work from 11:00 p.m. to 7:00 a.m. This is their bedtime. We need to look at society in its entirety and I think we ought to defeat this Substitute Motion. Member Bostic stated the following: I need to get a word in for our elected and appointed officials. You will see them in here at 7:00 a.m. You will see them in here at 9:00 p.m. If we require them to attend one more meeting after their normal work hours, it's unfair.

I vote for 9:00 a.m. Member Owens stated the following: this is something I talked about when I got on this Board two years ago. Looking at the way our other local governments run, it seems that they run in the evening. We are about the only local government in our County that runs morning meetings. It seems to me it would be nice to be uniform across this County. It doesn't make me any difference if it is 9:00 a.m. or 5:00 p.m. I know that everyone who is elected or appointed will be here who needs to be. I will support Member Kinzinger's Motion and if there is no other discussion, I call the question. Member Gordon stated the following: I may have misunderstood when the Rules Committee met on this. I thought I heard that Member Kinzinger, said that this was going to be delayed a year. Member Kinzinger responded with the following: as I addressed earlier, between the Rules Committee meeting and now I came to the conclusion in my own mind that it's important for those who are new on the Board to be able to address the issue right out of the box. I think the new Members of the Board are smart enough to know the difference between 9:00 a.m. and 5:00 p.m. and they can address it now. Chairman Sweeney stayed the following: you are correct Member Gordon. I think it is in the minutes that the Rules Committee did decide that they would postpone this. Member Bass stated the following: we have secretarial staff, administrative staff, security, many people who will have to change their ways if we were to change this. If it's not broke, don't fix it. Look at all those people sitting back there. How would they like to come back at 5:00 p.m. to get home at 9:00 p.m.? Member Hoselton stated the following: last year I was on four Committees here in the County. I had no problem with that. I really enjoyed the meetings because I learned a lot about this County. I came here at 7:30 a.m. and I was here after 5:00 p.m. For the 5:00 p.m. meetings, no one is here. Everybody is gone. Everyone is leaving. If you want to go out and ask a question, they are gone. I don't expect them here. I think right now everyone is used to 9:00 a.m. Our Committee meetings vary during the day and there certainly appears to be no problem. It is my intent to vote no and I hope everybody thinks about what a big change this would be. Member Rackauskas stated the following: as Member Segobiano mentioned we do have three shifts. For those who wish, they have the opportunity to volunteer to be on the Planning Commission, or they can be on City Council. The vast majority of people can be involved in their local government. Member Selzer stated the following: I appreciate Member Kinzinger bringing this up. The one thing we all have to remember is why we are here. It is for the people. What do the majority of the people want? Is Clerk's Office going to be open until 9:00 p.m. because those same working people need to come and get their marriage licenses. If you look at every office of County government we close by 4:30 p.m. or 5:00 p.m. for the most part. When we brought up flex hours for office hours, we didn't have citizens out there clamoring for the doors to stay open until 6:00 p.m. or 9:00 p.m. I just think we are not serving people. We are trying to serve ourselves. For that reason, I choose to stay at 9:00 a.m. Member Kinzinger stated the following: I understand what folks are saying about this issue. As Member Selzer touched on, this is not about us this is about what's right for the people. I understand your concern about having three shifts, but I think we can all look at that logically. We can say that the vast majority of people work during the day in this County. Those that work at night have the ability in many cases, to switch to a day shift because usually that is a 24-hour operation. If they really want to be on the County Board, they could shift it that one day. Not very many businesses are only open from 3:00 p.m. to 11:00 p.m. but there are a lot of businesses that are open from 8:00 a.m. to 5:00 p.m. I have gotten a lot of calls about this issue. I had a lot of people say to me they appreciate what I have done. I am not doing it for myself but I am saying there is

concern out there. The Pantagraph twice in various editorials has called for a change to County Board meetings. Is there an outcry? I don't know that you would say there's an outcry but there is definitely support for this issue. 9:00 a.m. may be convenient for the Department Heads and it may be convenient for us but it is not convenient for the vast majority of citizens of McLean County. Member Moss stated the following: would Member Kinzinger explain the reason behind suggesting 5:00 p.m. Why not 7:00 p.m. or 7:30 p.m. to put us on a par with Bloomington and Normal Town Councils? It seems to me there is still a large number of people who work later than 5:00 p.m. that still wouldn't be able to be here, especially people who live in the outlying areas of the County and have to drive awhile. I've covered these meetings for a number of years and I've seen some that last a half an hour. By the time they get here, we are done. I am just curious about the suggestion for 5:00 p.m. and not something later. Member Kinzinger stated the following: I am open to any suggestion. The reason for 5:00 p.m. is I think that if somebody is still at work at 5:00 p.m. it's a lot easier to get out a half hour early or fifteen minutes early to attend a meeting. I originally thought 6:00 p.m. or 7:00 p.m. but it was suggested by one of the Board Members to make it 5:00 p.m. If there is an outcry for 7:00 p.m. then I'm for that. Member Rodgers stated the following: as we are thinking about what is best for the people, I think we should consider giving people more access to the meetings. If that means meeting at 5:00 p.m., 6:00 p.m., or 7:00 p.m., I think we should consider that. Also, we need to remember that change is always difficult. Think about it; think about what is best for the public. Member Gordon stated the following: since we adopt our calendar on an annual basis, I would remind the Members that if we do decide to make this change that the chances are that we are going to be sticking with it for more than just the next year. Otherwise, we are going to be looking as though we are not quite sure we know what we are doing. Chairman Sweeney stated the following: there is a Substitute Motion on the floor. It wasn't mentioned and I am going to take the prerogative to do this. We did do this last year, three different times, and new Members probably don't know that we didn't have any more people sitting in the audience than we do at 9:00 a.m. Member Segobiano stated he thinks the record reflected that they had fewer people at a couple of the meetings. Chairman Sweeney stated there is a Substitute Motion on the floor to change the County Board meeting times from 9:00 a.m. to 5:00 p.m. A yes vote means that the meetings will be at 5:00 p.m. and a no vote means the meetings will be at 9:00 a.m. Clerk Milton shows the roll call vote as follows: Cavallini-no, Dean-yes, Gordon-no, Hoselton-no, Johnson-no, Kinzinger-yes, Moss-no, Nuckolls-no, Owens-yes, Rackauskas-no, Renner-yes, Rodgers-yes, Segobiano-no, Selzer-no, Sorensen-yes, Ahart-no, Bass-no, Berglund-no, and Bostic-no. Motion defeated thirteen to six. Chairman Sweeney stated they would now vote on the main Motion to have the meetings at 9:00 a.m. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is found on pages 58-79.

PROPERTY COMMITTEE:

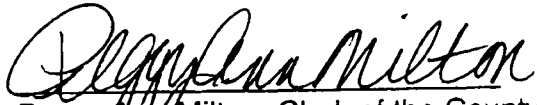
Member Bostic, Chairman, presented the following

**ATTACHMENT NUMBER 12 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER**

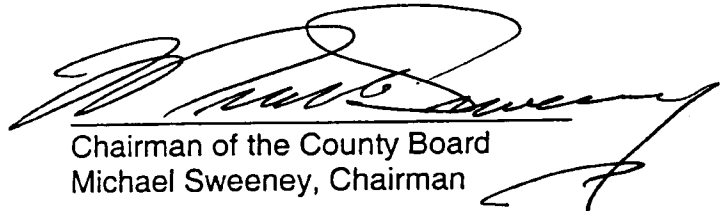
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2003, and ending on December 31, 2003, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,723,833.

This ATTACHMENT NUMBER 12 is executed this 3rd day of December, 2002, by the officers of the Public Building Commission and on December 17th, 2002, by the officers of the County.

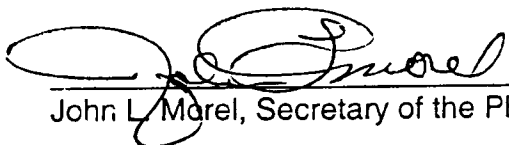
ATTEST:


Peggy Ann Milton, Clerk of the County Board, Mc Lean County, Illinois

APPROVED:


Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:


John L. Morel, Secretary of the PBC

APPROVED:

By: 
Robert W. Rush, Chairman

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Members Bostic/Owens moved the County Board approve a Request for Approval of Attachment Number 12 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following

ATTACHMENT NO. ONE TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois, dated November 20th, 2001, between the undersigned parties, the City and the County agree to pay to the PBC for the period beginning January 1st, 2003 and ending December 31st, 2003 the sum of \$116,230.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building during such one-year period all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and the County agree to cause the necessary tax levies to be made to provide for the collection of the funds necessary to pay the amount hereinabove set forth.

This Attachment is executed this 3rd day of December, 2002 by the officers of the Public Building Commission and on December 17th 2002 by the County of McLean and on December 23rd, 2002 by the City of Bloomington.

COUNTY OF MCLEAN

By: _____
Chairman, County Board

ATTEST:

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF
McLEAN COUNTY, ILLINOIS

By: *Robert Bostic*
Its Chairman

ATTEST:

Joe Sword
Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

City Clerk

Members Bostic/Owens moved the County Board approve a Request for Approval of Attachment Number 1 to the Amendment to the Lease and Operation and Maintenance Agreement for the Government Center (City/County Office Building). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following

LEASE

THIS AGREEMENT made this 3rd day of December, 2002, between the Public Building Commission of McLean County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "County"), as Lessee.

WITNESSETH:

WHEREAS, the Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the county seat of the County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, the Board of Commissioners of the Commission by proper resolution adopted on the 3rd day of December, 2002, did select, locate and designate the hereinafter described area, with the improvements thereon, lying wholly within the territorial limits of the City of Bloomington, Illinois, the County Seat of McLean County, Illinois, as a site (the "Site") to be acquired by the Commission for the purpose of operating and maintaining the building and doing certain renovation work thereon (the "Building"), and leasing the Site and the Building to Lessee for its use in carrying out certain essential governmental functions; and

WHEREAS, the Site was also duly approved by a majority of the members of the County Board of the County by action taken by said County Board on the 19th day of November, 2002; and

WHEREAS, the Building, known as the Courthouse Building, is presently occupied by the McLean County Historical Society and is used by it as a museum and said Society leases the building and site from the County; and

WHEREAS, the Site so selected and designated is more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, fee simple title to the Site is now in the Commission; and

WHEREAS, the Commission agrees to operate and maintain the demised premises including the sidewalks, landscaping and to pay all interior operation and maintenance expenses during the term of this lease and any extension thereof; and

WHEREAS, in order to provide the necessary revenues to the Commission for its undertaking of the operation and maintenance of the demised premises, it is necessary for, and the parties desire to, enter into this Lease Agreement whereby the Lessor will lease to Lessee the site and the building for use by the Lessee and its tenant during the term and upon the rentals hereinafter set forth.

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I – LEASE OF SITE

A) In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County, the Commission does hereby lease and demise to the Lessee the Site and the building thereon and the improvements and additions therein, for a term of one year commencing January 1st, 2003, and ending December 31st, 2003.

B) The Lessee hereby covenants and agrees, to pay to the Lessor for its use and occupancy of the demised premises, rent for the year 2003 in the amount of \$123,580, and to pay the same in two equal installments of \$61,790 on or before June 30th and September 30th, 2003.

C) Lessee agrees to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the total rent payable under this Lease, and any extensions thereof, as and when such rents become due and payable, and shall immediately thereafter file in the office of the County Clerk of the County, as tax extension officer of the County, a copy of this Lease and any extensions thereof as

executed by the parties hereto, certified to by the Clerk of the County Board of the County (the "Board"), together with a copy of said ordinance as adopted levying taxes for the payment of the rent payable under the terms of this Lease, and under the terms of any extension hereof, each such ordinance to be certified to by the County Clerk of the County, which certified copy shall constitute the authority for the County Clerk of the County, as tax extension officer of the County, to extend for collection the taxes necessary to pay the rent payable by the Lessee under the terms of this Lease and any extensions thereof, such taxes to be in addition to and in excess of all other taxes now or thereafter authorized to be levied by the County. The funds realized by the Lessee from such tax levies shall not be disbursed for any purpose other than the payment of the rent reserved in this Lease and any extension thereof.

SECTION II – OPERATION AND MAINTENANCE OF THE DEMISED PREMISES

A) The Commission shall be solely responsible for the first \$123,580 for the maintenance, operation, upkeep and safekeeping of the entire demised premises, including sidewalks and landscaping, without right of reimbursement from the County. Such costs for operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air conditioning, janitor, care taking and custodial services, and miscellaneous repairs. All costs for all such operation and maintenance items in excess of \$123,580 shall be the sole obligation of the County.

B) The Commission shall have access to the demised premises at any and all reasonable times, for the purpose of performing the operation and maintenance functions which it has undertaken under the terms of this Lease.

C) The Commission shall have no obligation during the term of this lease or any extension thereof for any costs associated with any hazardous materials found in the Building, whether for the cleanup or the removal thereof or otherwise.

SECTION III – USE OF BUILDING

A) The parties acknowledge that the premises are presently occupied by the McLean County Historical Society under a long term Lease with the County, and as such, the Historical Society is a sub-lessee and the County agrees to perform each and all of its obligations under the terms of its Lease with the Historical Society except as those obligations are modified by the terms of this Lease in which case the terms of this Lease shall control.

B) Any additional uses of the building shall be determined by the County subject to the written approval of the Commission.

C) The Lessee covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington or of the County, now or hereafter in force and applicable thereto. Lessee further covenants and agrees that it will save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or non-use of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the Lessee, its respective agent, sub-lessee, servants, or employees. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto.

SECTION IV -- NONCANCELLABLE

This lease is noncancellable by the County during the term hereof, and during the term of any extensions agreed to by the parties and Lessee agrees that it is obligated to pay to the Commission absolutely for the one year term of this Lease and

for any one year extensions thereof, all payments required hereunder, or under the terms of any such extensions, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever.

SECTION V -- INSURANCE

A) The Lessee shall carry or cause to be carried property insurance in the name of the Commission on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of the structure situated on the Site, including the equipment therein. The full insurable value is hereby defined to mean the actual replacement costs necessary to restore the demised premises to their functional use and service by and for the County prior to a loss. The actual replacement costs shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County.

Where a loss renders any of the improvements on the Site unsafe or unuseable, the Commission reserves the right to receive the proceeds of insurance payable by reason of such loss. The Commission shall apply the proceeds of any such insurance it receives (but only to extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the structure situated on the Site, to its former condition, or in such manner as will, in the opinion of an independent architect, enable said structure as so repaired and restored to provide such use and service by and for the County as was provided prior to such loss.

Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County.

B) The Lessee shall carry or cause to be carried general liability insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 in the aggregate and \$1,000,000 for property damage insuring against loss on account of bodily injury, death, or property damage occurring in, on or about the properties included in the demised

premises or any elevator therein and upon, in, or about the adjoining sidewalks, parkways and passageways which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure, the Site constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers, and employees, in connection with the maintenance, operation, use and repair of such demised premises or the furnishing of any service to the County.

C) The Lessee will carry such insurance as it deems appropriate on furniture, furnishings, fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the Lessee or the Historical Society and the Commission shall have no obligation to repair any damage to any of the foregoing items resulting from fire or other casualty.

D) All policies of insurance required by this Section V shall name as additional insureds thereunder the Commission and the County as their interests may appear.

SECTION VI - INDEMNIFICATION

The County will hold the Commission, its officers, directors and employees completely harmless and shall indemnify the Commission, its officers, directors and employees from and against all claims, causes of action, or asserted claims and causes of action for personal injury, death or property damage arising in any manner out of the presence of any type of hazardous material present on the Site or in the Building. This includes, but is in no way limited to, claims arising out of exposure to any hazardous material occasioned by its treatment or removal from the Building or the Site. The term "hazardous material" shall include, but is not limited to, any natural or man-made material containing a substance that is hazardous to human health, safety or property and shall include any material classified as hazardous to human health, safety or property by the State or Federal governments or any agency or regulatory body thereof. In the event that any claim or suit is brought against the Commission or any of its officers, directors or employees alleging injury as a result of exposure to any hazardous

material contained in the Building or on the Site, then the County shall defend them against said claim or suit and pay all expenses of litigation, including but not limited to attorneys' fees, costs and expert witnesses. The County shall pay in full any settlement or judgment entered into or against the Commission or any of its officers, directors or employees. Nothing in this paragraph shall require the County to indemnify or hold the Commission or any of its officers, directors or employees harmless from any negligent act or omission committed by the Commission, its officers, directors or employees. It is the intent of the parties that the obligations specified in this paragraph shall not be in violation of the anti-indemnification statute of the State of Illinois contained in 740 ILCS 35/1, III. **Compiled Stats.** (2002).

SECTION VI - ANNUAL EXTENSION

The parties agree that this Lease may be extended for additional one year terms by executing an extension agreement in substantially the same form as Exhibit B attached hereto setting forth the amount of the annual rent payable for the annual period. Upon the execution of any such attachment, the County covenants and agrees to pay as additional rent, to the Commission, for its performance of the maintenance, operation, upkeep and safekeeping functions on the demised premises, the amount set forth in such attachment and to annually provide by resolution for the levy of a direct tax sufficient to make the rental payment called for by the extension. The County further agrees to file with the County Clerk of McLean County, as the County's tax extension officer, a copy of the extension document certified to by the County Clerk acting as the Clerk of the County Board together with a copy of any resolution adopted by the County which levies the taxes necessary to pay the rent due under the terms of any such extension. The certified copy of the extension document shall constitute authority for the County Clerk as tax extension officer for the County to extend for collection in the appropriate year, the taxes necessary to pay the amounts due from the County by reason of the extension agreement, such taxes to be in addition to and in excess of all other taxes now or hereafter levied by the County and collectible in the year in question. The funds collected by the County from this levy shall not be disbursed for any purpose other than payment of the amounts required under the terms of the extension

agreement. These provisions shall apply to each and every subsequent extension to this agreement.

SECTION VII -- MISCELLANEOUS

A) This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B) No portion of the funds paid by the Lessee to the Commission shall be used for any purpose inconsistent with the provisions of this Lease.

C) Any notice or any demand required or permitted by this Lease shall be served in the following manner:

- 1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County, or to the Chairman of the County Board of the County if the County is being served; or
- 2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the Clerk of the County or the Chairman of the County Board as the case may be.

D) This Lease has been executed in several counterparts, any of which shall be considered as an original.

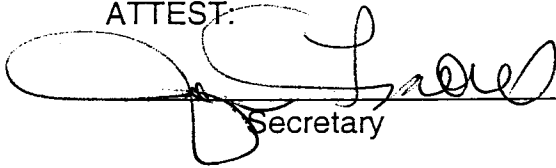
IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary and The County of McLean, Illinois, by authority of its County Board, has caused its

corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County as of the day and year first written above.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS


ATTEST:


Secretary

By: 
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:


County Clerk of McLean
County, Illinois

The County of McLean, Illinois

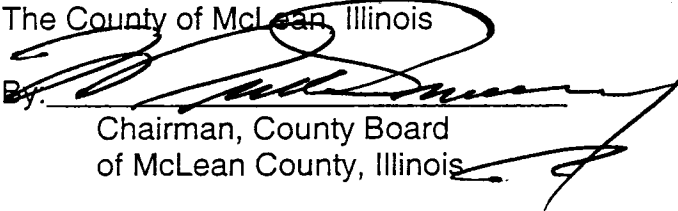
By: 
Chairman, County Board
of McLean County, Illinois

EXHIBIT A
TO
LEASE DATED DECEMBER 3RD, 2002

Lots 37, 38, 39, 40, 41 and 42 in the Original Town, now City of Bloomington,
McLean County, Illinois

EXHIBIT B
LEASE AND CONTRACT EXTENSION AGREEMENT NO.
TO LEASE OF COURTHOUSE BUILDING AND CONTRACT
FOR OPERATION AND MAINTENANCE
DATED DECEMBER 3RD, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2003 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 200__ at an annual rent and payment of \$____,____ by each of them. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$____,____.

This Extension Agreement is dated this ____ day of _____, 200__.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

Members Bostic/Moss moved the County Board approve a Request for Approval of a Lease Agreement between the County of McLean and the Public Building Commission of McLean County - Old County Courthouse. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following

**CONTRACT FOR OPERATION AND MAINTENANCE OF THE
COURTHOUSE BUILDING**

THIS AGREEMENT is dated this 3rd day of December, 2002 and is between the Public Building Commission of McLean County, Illinois (the "PBC") and the County of McLean (the "County").

WITNESSETH:

WHEREAS, the PBC is the owner of the premises legally described on Exhibit A attached hereto (the "Leased Premises") and has entered into a lease of the Leased Premises with the County which lease is dated December 3rd, 2002, (the "Lease"); and

WHEREAS, pursuant to the provisions of the Lease, the PBC has undertaken the performance of the maintenance, operation, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2003 and ending December 31st, 2003, and the PBC now desires to contract with the County to employ the County to perform all of such functions which the PBC has agreed to perform pursuant to the Lease; and

WHEREAS, the parties anticipate that the one year term of the Lease will be extended for additional one-year terms and in the event of such extension, the PBC further desires to contract with the County to perform all of such operation, maintenance, upkeep and safekeeping functions for each year that the Lease is extended and any such lease extension will be accompanied by an extension of this contract for an additional one year term, all of which will be evidenced by a document in substantially the same form as Exhibit A attached hereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The County hereby undertakes and agrees to provide the operation, maintenance, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2003, and ending December 31st, 2003.

2. The PBC agrees to pay to the County for the year beginning January 1st, 2003, an amount not to exceed \$123,580 for the County's performance of the operation, maintenance, upkeep and safekeeping functions for the Leased Premises and to make such payments to the County in monthly installments as billed by the County. The PBC shall not be required to pay the County any amount in excess of \$123,580 for its performance of all functions pursuant to this Lease for the year 2003; nor shall it be required to pay any amount greater than that set forth in any extension of this contract for subsequent years.

3. For each year subsequent to 2003, for which the parties extend this contract, the PBC agrees to make the payments called for in any extension agreement when billed by the County.

4. The PBC shall have no obligation to pay for any cleanup or removal from the Leased Premises of any hazardous materials and such cleanup or removal shall be the sole responsibility of the County during any term of this Agreement and the underlying Lease.

IN WITNESS WHEREOF, the PBC by its Board of Commissioners has caused its corporate seal to be affixed hereto and this contract to be signed by its Chairman and attested by its Secretary, and the County of McLean by its County Board has caused the seal of the County to be affixed hereto and this contract to be signed by its Chairman and attested by the County Clerk.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

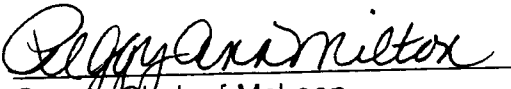
ATTEST:


Secretary

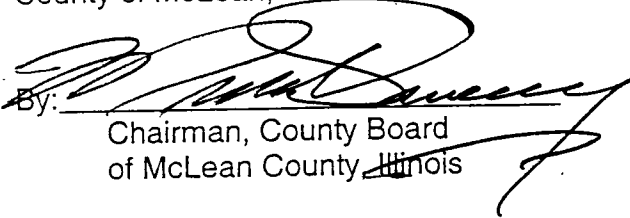
By: 
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:


County Clerk of McLean
County, Illinois

County of McLean, Illinois

By: 
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

EXHIBIT A
TO
CONTRACT

Lots 37, 38, 39, 40, 41 and 42 in the Original Town, now City of Bloomington,
McLean County, Illinois

EXHIBIT B
LEASE AND CONTRACT EXTENSION AGREEMENT NO.
TO LEASE OF COURTHOUSE BUILDING AND CONTRACT
FOR OPERATION AND MAINTENANCE
DATED DECEMBER 3RD, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2003 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 200_ at an annual rent and payment of \$____,____ by each of them. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$____,____.

This Extension Agreement is dated this ____ day of _____, 200_.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

Members Bostic/Owens moved the County Board approve a Request for Approval of a Contract between the Public Building Commission of McLean County and the County of McLean for Operation and Maintenance of the Old County Courthouse. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: item 7B1e should be removed from the agenda. It was included in error and will be addressed in January. I would like to depart from the agenda. We have received, by way of the Museum of History, a \$500,000 grant from the Department of Natural Resources, which will be used for the restoration and renovation of the dome in the roof area of the Old Courthouse. Thank you to the Department of Natural Resources and thank you to Jack Moody and Greg Koos for writing the grant and getting it down to Springfield. Those will be dollars well spent to get that dome repaired. Our General Report is on pages 98-103.

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

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
Juvenile Justice Commission – State of Illinois Grant Fund 0005
and Juvenile Probation Fee Services Fund 0145
Court Services Department 0022

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Criminal Justice Information Authority for Fiscal Year 2001/2002 in the amount of \$14,218.00 for purchase of equipment; and,

WHEREAS, a required local match in the amount of \$1,580.00 will be paid from available funds in the Juvenile Probation Fee Services Fund 0145; and,

WHEREAS, the Justice Committee, on Monday, December 9, 2002, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2002; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add to the appropriated budget of the Juvenile Probation Fee Services Fund 0145, Court Services Department, Department 0022, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0145-0022-0058-0706.0001 Contract Services	\$53,000.00	(\$ 94.00)	\$51,326.00
0145-0022-0058-0999.0001 Interfund Transfer	\$ 0.00	\$ 94.00	\$ 1,674.00

(2)

2. That the County Treasurer is directed to add to the appropriated budget of the Juvenile Justice Commission – State of Illinois Grant Fund 0005, Court Services Department, Department 0022, the following appropriation:


	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0005-0022-0022-0450.0011 Transfer from Other Funds	\$ 1,580.00	\$ 94.00	\$1,674.00


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

ADOPTED by the County Board of McLean County this 17h day of December, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Kinzinger moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, Juvenile Accountability Grant Fund 0005, Court Services 0022, Juvenile Probation. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON

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

WHEREAS, the County of McLean has booking facilities: and

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

NOW THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

5. The City will pay the County at an annual rate of Seventeen Thousand Nine Hundred Forty Dollars (\$17,940.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,495.00 at the first of each month.

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

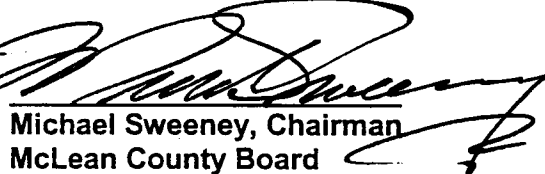
8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:


Judy Markowitz, Mayor
City of Bloomington

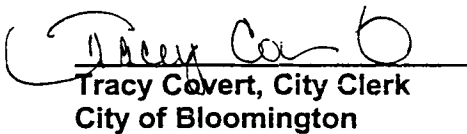
Date: November 26, 2002

APPROVED:

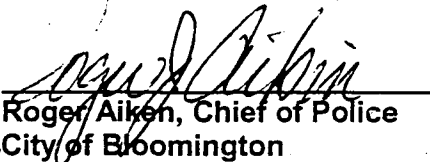

Michael Sweeney, Chairman
McLean County Board

Date: 12/17/02

ATTEST:

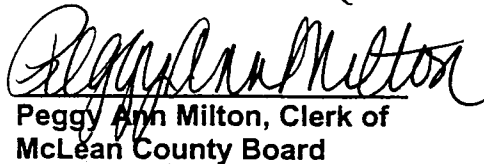

Tracy Covert, City Clerk
City of Bloomington

Date: November 26, 2002

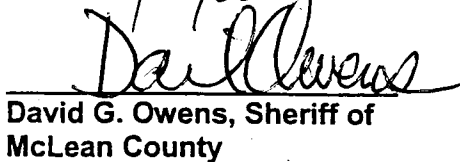

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

ATTEST:


Peggy Ann Milton, Clerk of
McLean County Board

Date: 12/17/02


David G. Owens, Sheriff of
McLean County

Date: 12-10-02

INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL

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

WHEREAS, the County of McLean has booking facilities: and

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

NOW THEREFORE, the parties hereto agree as follows:

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

(2)

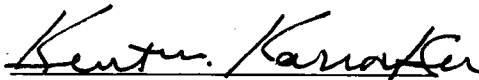
5. The Town will pay the County at an annual rate of Seventeen Thousand Nine Hundred Forty Dollars (\$17,940.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,495.00 at the first of each month.

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

8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

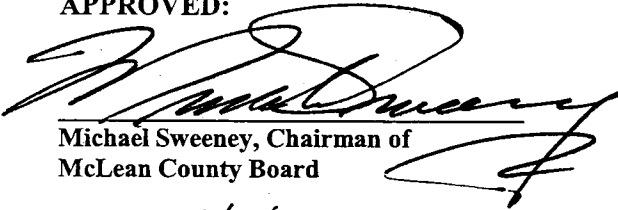
APPROVED:



Kent Karraker, Mayor
Town of Normal

Date: 11/19/02

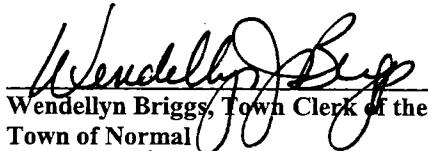
APPROVED:



Michael Sweeney, Chairman of
McLean County Board

Date: 12/17/02

ATTEST:



Wendelyn Briggs, Town Clerk of the
Town of Normal

Date: 11/19/02



Walt Clark, Chief of Police
Town of Normal

Date: 11-20-02

ATTEST:



Peggy Ann Milton, County Clerk of
McLean County

Date: 12/17/02



David G. Owens, Sheriff of
McLean County

Date: 12-10-02

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

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

WHEREAS, the County of McLean has booking facilities; and

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

5. Illinois State University will pay the County a flat annual fee of Eight Hundred Ninety Two Dollars (\$892.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

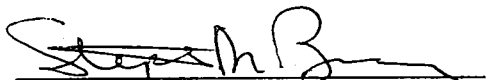
6. Amounts due hereunder shall be paid at the time of execution of the contract.

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

8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

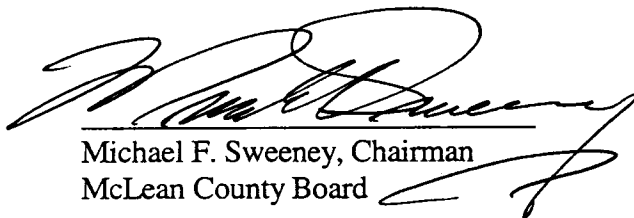


Stephen M. Bragg, Vice President
for Finance and Planning

Date: 12-3-02

APPROVED:

COUNTY OF McLEAN



Michael F. Sweeney, Chairman
McLean County Board

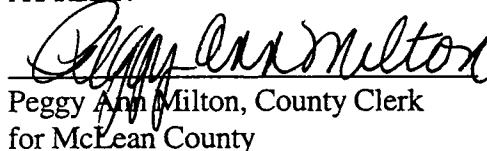
Date: 12/17/02



Ronald D. Swan, Chief of Police
Illinois State University

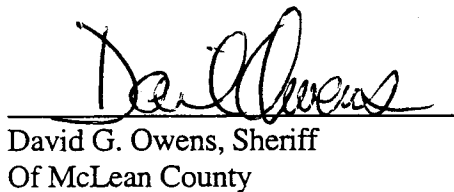
Date: 09 Dec 2002

ATTEST:



Peggy Ann Milton, County Clerk
for McLean County

Date: 12/17/02



David G. Owens, Sheriff
Of McLean County

Date: 12-10-02

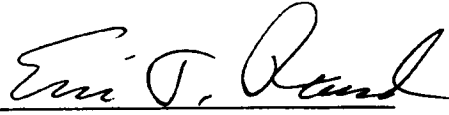
APPROVED AS TO FORM:



Renee Smith Byas, General Counsel
Illinois State University

Date: 11/25/02

APPROVED AS TO FORM:



Eric T. Ruud, Chief, Civil Division
McLean County State's Attorney's

Date: 12-17-02

Members Renner/Gordon moved the County Board approve Requests for Approval of Intergovernmental Agreements between McLean County and the City of Bloomington, Town of Normal, and Illinois State University for Centralized Booking Services. Clerk Milton shows Members Moss and Nuckolls voting present due to conflicts of interest and all other Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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

McLEAN COUNTY JAIL EDUCATION PROGRAM

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

1. SCOPE OF PROGRAM:

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

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

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

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

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

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

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

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

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
P.O. Box 3125
Bloomington, IL 61702
(309) 828-3309

3. RESPONSIBILITIES OF JAIL:

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

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

4. INSURANCE AND BENEFITS:

Because the parties to this Agreement are affiliated with the body corporate and politic of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance, as well as provide the employer's portion of Illinois Municipal Retirement Fund (IMRF) and Federal Insurance Contributions Act (FICA) contributions for the coverage of ROE employees while performing their duties as required by this Agreement. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. RESOLUTION OF PROBLEMS:

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE

Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. PRIOR AGREEMENTS AND AMENDMENTS:

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

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2003, through December 31, 2003.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$14,700.00 in two equal payments for conducting the program as follows:

- A. \$7,350.00 no later than January 15, 2003, and
- B. \$7,350.00 no later than July 1, 2003.

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

McLean County Sheriff's Department

By: David G. Owens Date 12-26-02 David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: Eugene B. Jentry Date 12/20/02

McLean County Board:

By: Michael Sweeney Date 12/17/02
Michael Sweeney, Chairman

ATTEST: Peggy Ann Milton Date 12/17/02
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois

Members Renner/Rodgers moved the County Board approve a Request for Approval of a Letter of Understanding between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties. Member Hoselton stated the following: what is the past track record for this. I realize it is not a lot of money but this is the only time I ever hear about this, one time annually. Would you tell us what is going on and how many students we have. Sheriff Owens stated the following: we graduate as many as sixty a year. This year we are on track for thirty-some. I think this program is very worthwhile for the inmates. We are trying to make productive people out of some of our inmates and this is a very inexpensive way to do it. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 17th of December, 2002, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

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

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

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

THE DENTAL CLINICIAN AGREES TO:

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

DENTAL CLINICIAN CONTRACT

Page Two

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

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1 2003 through December 31 2003), provide compensation to the Dental Clinician at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT

Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT
Page Four

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

APPROVED:

Dennis R. Krug, D.D.S.

David Owens,
McLean County Sheriff

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

Members Renner/Ahart moved the County Board approve a Request for Renewal of a Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services for the McLean County Adult Detention Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 17th day of December, 2002 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

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

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of ~~\$43,626.94~~ per year payable on a monthly basis.
\$43,207.45

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL 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 COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 17th day of December, 2002.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Chairman
McLean County Board

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

APPROVED:

David Owens
McLean County Sheriff

Members Renner/Owens moved the County Board approve a Request for Renewal of a Contract with OSF Healthcare Systems and Kenneth Ionue, MD for the Physician Services at the McLean County Adult Detention Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT 553140-CY03

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

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

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2003 through December 31, 2003, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$66,400) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

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

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:

a.	Crisis Team screening and assessment response	\$58.50 hr/person
b.	Nurse consultation (phone or in person)	\$58.50 hr
c.	On-site psychiatrist services (phone or in person with travel)	\$130.00 hr
d.	Psychiatrist sessions	\$58.50 session
e.	Scheduled In-house assessment & services	\$40.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

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

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

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

David Owens,
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By _____
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By _____
Joanne Maitland, President

McLEAN COUNTY BOARD

By _____
Michael F. Sweeney, Chairman

ATTEST:

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

Members Renner/Cavallini moved the County Board approve a Request for Renewal of a Contract with McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of January, 2001 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of ~~\$9,989.00~~ per year payable on a monthly basis.

\$10,701.11

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2001 and terminate on December 31, 2003 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL 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 COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.
7. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
 - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
13. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

Members Renner/Rodgers moved the County Board approve a Request for Approval of a Contract with OSF Healthcare Systems for the Physician Services for the McLean County Juvenile Detention Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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

This CONTRACT, made this 17th day of December, 2002, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2003, through December 31, 2003, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 - I. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

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

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

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

III. Groups

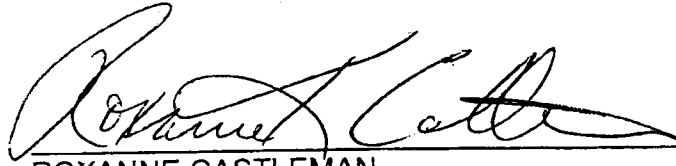
Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$23, 964 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 75.98 hr.
 - b. Scheduled In-house individual counseling \$ 42.20 hr.
 - c. Scheduled group counseling \$ 64.71 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
 - b. At the request of the BOARD upon thirty days written notice; or,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

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

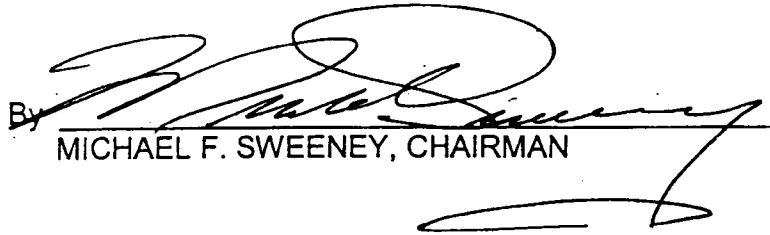
Given under our hands and seals the day and year first written above.




ROXANNE CASTLEMAN
MCLEAN COUNTY JUVENILE DETENTION CENTER

Cathy Miller Vogel 12-27-02
CATHY VOGEL

MCLEAN COUNTY BOARD

By 
MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:


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

Members Renner/Johnson moved the County Board approve a Request for Approval of a Contract with Cathy Vogel for Counseling Services for the McLean County Juvenile Detention Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2003 and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

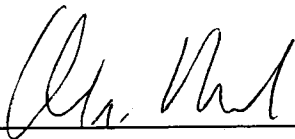
Mr. Alan J. Novick
Commerce Bank Building
120 N. Center
Bloomington, Illinois 61701

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

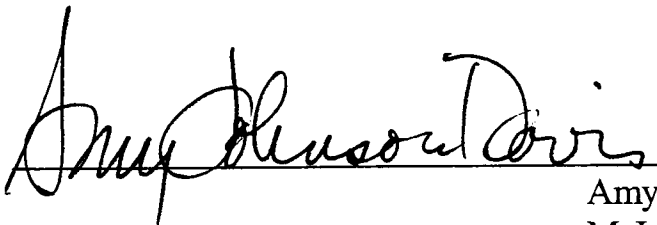
IN WITNESS THEREOF, the parties have affixed their respective signature on the

17th day of December, 2003.

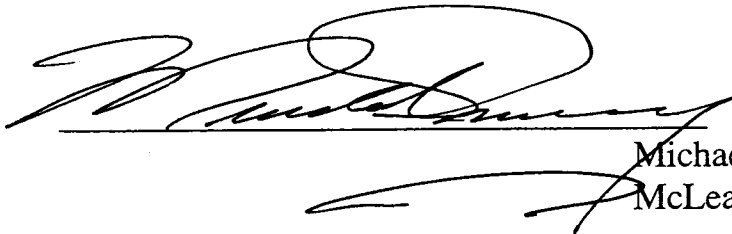
APPROVED:



Alan J. Novick
Attorney at Law



Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 1st day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional 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 \$2,483.88 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of six (6) and maximum of seven (7) 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 January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

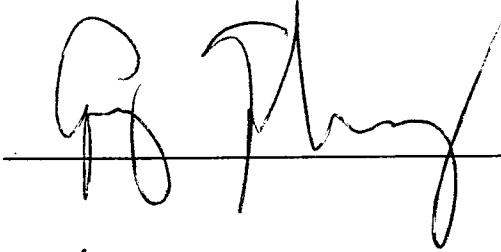
Mr. Anthony Tomkiewicz
306 E. Poplar Street
Normal, Illinois 61761

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

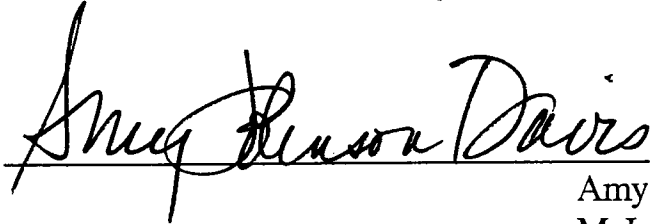
IN WITNESS THEREOF, the parties have affixed their respective signature on the

17th day of December, 2002.

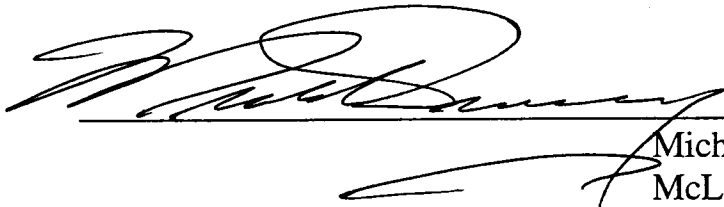
APPROVED:



Anthony Tomkiewicz
Attorney at Law

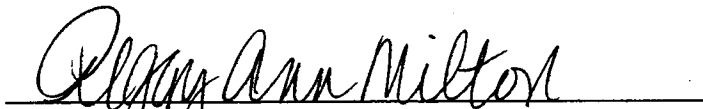


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 1st day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Lee Ann S. Hill is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional 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 \$2,483.88 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to 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 (6) and maximum of seven (7) 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 January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

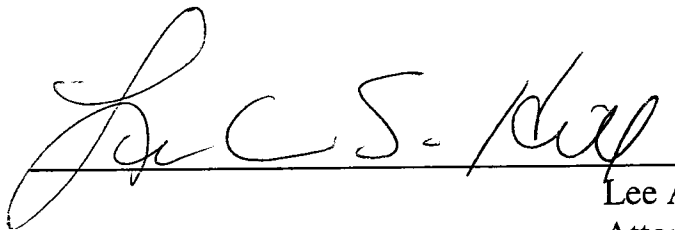
Ms. Lee Ann S. Hill
306 East Grove Street
Bloomington, Illinois 61701

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

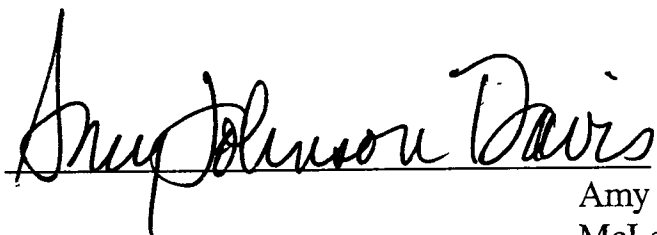
IN WITNESS THEREOF, the parties have affixed their respective signature on the

17th day of December, 2002.

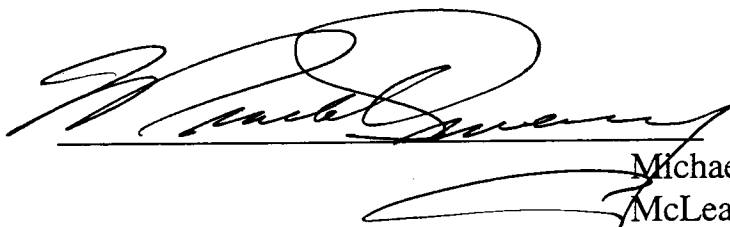
APPROVED:



Lee Ann S. Hill
Attorney at Law

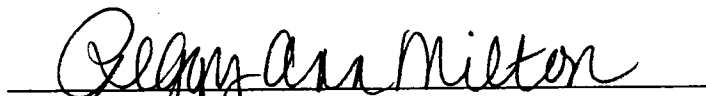


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 1st day of January, 2003, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional 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 \$2,483.88 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of six (6) and maximum of seven (7) 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 January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

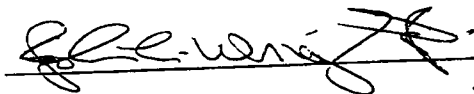
For the Attorney:

John L. Wright, Jr.
2406 East Washington, Suite B
Bloomington, Illinois 61701

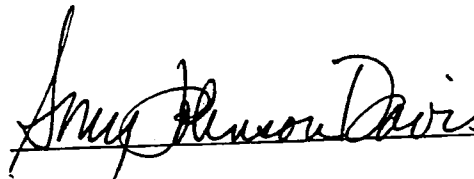
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days'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

IN WITNESS THEREOF, the parties have affixed their respective signature on the date 17th day of December, 2002

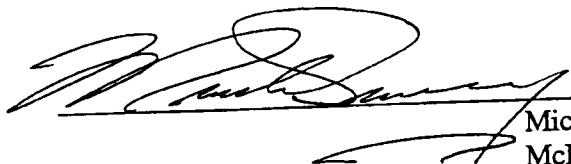
APPROVED:



John L. Wright, Jr.
Attorney at Law

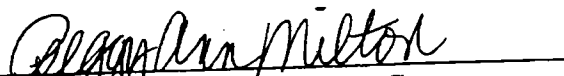


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Renner/Gordon moved the County Board approve Requests for Approval of Contracts for Special Public Defender with Alan J. Novick, Anthony Tomkiewicz, David Butler, Lee Ann Hill, and John L Wright, Jr., Attorneys at Law. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT – INMATE CHAPLAIN

This contract entered into this 17th day of December, 2002 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

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

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

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

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

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

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

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

McLean County agrees to pay the Inmate Chaplain the Contract price of \$552.79. The term of this Contract shall be for 21 days beginning January 1, 2003- January 21, 2003. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

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

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

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

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


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

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


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

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


ADOPTED by the County Board of McLean County, Illinois, this 17th day of December 2002.


Colleen Bennett


Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:


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

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract for Inmate Chaplain Services for the McLean County Detention Facility. Discussion followed. Member Selzer/Bostic moved to table this back to the Justice Committee to get us some more answers for the next meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Discussion followed. Members Sorensen/Selzer moved that the Board reconsider the redirect motion, earlier passed. Discussion followed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Sorensen stated: now we have to vote on the underlying motion to table or redirect, so moved by Kinzinger/Sorensen. Discussion followed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Renner/Kinzinger moved the Board approve a Contract for Inmate Chaplain Services for the McLean County Detention Facility and to Amend the Committee's Motion for the Duration to Commence on January 1, 2003 and Continue through January 21, 2003 in the Amount of \$800.00. Discussion followed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING AND APPROVING A
PURCHASE OF SERVICES AGREEMENT
BETWEEN McLEAN COUNTY AND
THE CHILDREN'S FOUNDATION
FOR THE PROVISION AND ADMINISTRATION OF A
SUPERVISED VISITATION AND SAFE EXCHANGE GRANT PROGRAM

WHEREAS, McLean County has applied under 42 USC 10420 to the U.S. Department of Justice, Office of Justice Programs for a Safe Havens: Supervised Visitation and Safe Exchange Grant Program; and,

WHEREAS, McLean County has received notification of a grant award in the amount of \$223,559.00 for the provision and administration of a Supervised Visitation and Safe Exchange Program; and,

WHEREAS, McLean County wishes to enter into a Purchase of Services Agreement with The Children's Foundation, 403 South State Street, Bloomington, Illinois, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award; and,

WHEREAS, The Children's Foundation is willing to undertake the responsibility for providing and administering a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby authorizes and approves a Purchase of Services Agreement with The Children's Foundation, 403 South State Street, Bloomington, Illinois, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.
- (2) The Children's Foundation hereby agrees to enter into a Purchase of Services Agreement with McLean County and, pursuant to the Purchase of Services Agreement, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.
- (3) The Safe Havens: Supervised Visitation and Safe Exchange Grant Program agreement is hereby incorporated by reference as a part of this Resolution and as a part of the Purchase of Services Agreement between McLean County and The Children's Foundation.


(2)


- (4) The County Administrator is hereby authorized to negotiate a Purchase of Services Agreement with The Children's Foundation to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.
- (5) The County Clerk is hereby requested to forward a certified copy of this Resolution to the County Auditor's Office, County Treasurer's Office, State's Attorney's Office and the County Administrator's Office.

ADOPTED by the McLean County Board this 17th day of December, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Johnson moved the County Board approve a Request for Approval of a Resolution Authorizing Purchase of Services Agreement between McLean County and the Children's Foundation - Safe Havens: Supervised Visitation and Safe Exchange Grant Program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of January, 2003, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

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 representation of minors who are the subject of abuse, neglect, and dependency proceedings in McLean County Juvenile Court; and

WHEREAS, the Contract Guardian Ad Litem has the capacity to provide such services:

NOW, THEREFORE:

1. J. Brian Goldrick, is hereby appointed a Contract Guardian Ad Litem for McLean County by the Chief Judge of the Eleventh Circuit.
2. The purpose of this professional services contract is to provide assistance to the Circuit Court in the handling of juvenile cases. The County shall pay to the Contract Guardian Ad Litem, and the Contract Guardian Ad Litem agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$5000 per month.

The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2003, and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, 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 Contract Guardian Ad Litem and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

It is further agreed by the parties:

1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem'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 Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
4. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, 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 law 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 any 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 Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
 - (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
 - (c) For good cause as determined by the Chief Judge at any time.
11. This Contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should the Guardian Ad Litem or the Chief Judge desire not to renew this Contract beyond the termination date, sixty (60) days written notice prior to the termination date shall be given by the party wishing to terminate this Contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests assignees, representatives, and heirs of such party.

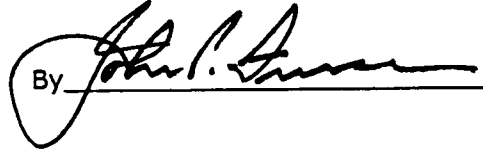
14. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 17th day of December, 2002

McLean County

Circuit Court of McLean County
by the Chief Circuit Judge of
the Eleventh Circuit

By 

By 

John Brian Goldrick 12/6/02
Contract Guardian Ad Litem

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract between McLean County's Eleventh Judicial Circuit Court and J. Brian Goldrick - Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the Justice Committee as well as the Finance Committee did approve in concept the reorganization plan of the new State's Attorney's Office. Our General Report is found on pages 172-181.

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

APPLICATION FOR A LICENSE
TO
OPERATE A RAFFLE

Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.

- LICENSE REQUESTED Class A
 Class B
 Class C
 Class D

RECEIVED
NOV 26
FILE STAMP
FEE \$ 500⁰⁰

APPLICANT

Name of Organization Central Catholic High School
Mailing Address 712 North Center Street, Bloomington, Illinois 61701
Telephone Number (309) 827-5373

This organization was established 1968 (date) and has been in existence continuously since that time with a bona fide membership engaged in carrying out its objectives. (Section 24.64-5)

DESIGNATED RAFFLE MANAGER

Name Chuck Schanaberger, Director of Development
Address 712 North Center Street, Bloomington, Illinois 61701
Telephone (309) 829-5982

RAFFLE MANAGER'S BOND (Check one)

- Fidelity Bond in the amount of \$ 300,000.00 attached as required in Section 24.67-1.
 Waiver of bond requested. (Attached sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town or village in which raffle chances are proposed to be sold or issued - provided such city, town, or village has an effective agreement with McLean County for joining in licensing raffles.)

The time period during which raffle chances will be sold or issued will be from December 22, 2002, through May 17, 2003, both (date)
 (date)
 inclusive. (One year maximum.)

The determination of the winning chances will be held on May 17, 2003
 (date)
 at 712 N. Center Street, Bloomington, Illinois, 61701
 (exact location)

The price charge for each raffle chance sold or issued will be \$150.00 per chance.

LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED

Prize or Merchandise	Retail Value
(1) - Lot 3 2416 Savanna	\$ 200,000.00
(2) - Cash Prize of \$10,000	\$ 10,000.00
(3) - (5) Cash prizes of \$1,500.00	\$ 4,500.00
(6) - (10) Cash prizes of \$500.00	\$ 2,500.00
(11) - (20) Cash prizes of \$250.00	\$ 2,500.00
(21) - (60) Cash prizes of \$203.00	\$ 8,120.00
(61) - (70) Cash prizes of \$150.00	\$ 1,500.00

Aggregate Retail Value of all Prizes or Merchandise \$229,120.00
 Attach separate page if necessary to list all prizes or merchandise.

We, Joy Allen the presiding
 officer and Scott Rutledge the business manager of the

Central Catholic High School being duly sworn, hereby attest that
 (exact name of applicant organization)

the aforesaid organization is a non-profit (Check one only: see Sections 24.62 and 24.64-5 of Ordinance for definitions)

- Charitable Religious Veterans Business
 Educational Fraternal Labor Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under

STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee:	\$ 500.00	
B. Raffle Manager Bond:	\$ 113.00	
C. Postage (est.):	\$ 6,000.00	
D. Printing (est.):	\$ 4,000.00	
E. Advertisement (est.):	\$12,000.00	
		<u>\$ 22,613.00</u>
III. Estimated Net Proceeds:		\$277,387.00
A. Labor for construction (est.)	\$ 68,000.00	
B. Construction materials (est.)	\$108,000.00	
C. Permits & fees (est.)	\$ 500.00	
D. Prizes (cash & auto)	\$ 29,120.00	
		<u>\$205,620.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 71,767.00</u>

A G R E E M E N T

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

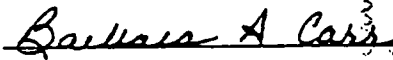
CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

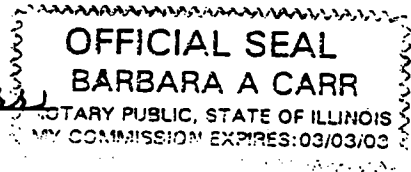
IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 13 day of November, 2002.

CENTRAL CATHOLIC HIGH SCHOOL

ATTEST:

By: 
Its Authorized Officer





THE COUNTY OF McLEAN,

ATTEST:

By: _____
Chairman, McLean County Board

McLean County Clerk

Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and a correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL

Joy Allen
(signature, Presiding Officer)
Joy Allen, Principal

Date: 11/22/02

Scott Rutledge
(signature, Secretary)
Scott Rutledge, Business Manager

Date: 11/22/02

Subscribed and sworn to before me
this 22 day of November, 2002.

Barbara A Carr
Notary public



This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the *McLean County Treasurer*.

Internal Revenue Service

Department of the Treasury

District
Director

> AHN: MARK DUAN

Person to Contact: R. D. Morris

Telephone Number: 488-3100

Refer Reply to: EP/EO:7204

Date: June 11, 1987

United States Catholic Conference
1312 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Dear Sir:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church Official Catholic Directory for 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 1987 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a nonprofit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1987 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Requests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

Legal Services Office, 5-500
101 W. Jefferson Street
Springfield, Illinois 62702

September 15, 1995

CATHOLIC SCHOOLS DIOCESE OF PEORIA
MOST REVEREND JOHN J. MYERS
607 N E MADISON AVE - BOX 1406
PEORIA IL 61655

SEP 1995
RECEIVED

We have received your recent letter; and based on the information you furnished, we believe

CATHOLIC SCHOOLS DIOCESE OF PEORIA
of
PEORIA, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and Service Use Tax in Illinois. The organization is not, however, exempt from Illinois Hotel Operators' Occupation Tax.

We have issued your organization the following tax exemption identification number: E9991-5103-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on October 1, 2000, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Legal Services Office
Illinois Department of Revenue

The Official Catholic Directory

for the Year of Our Lord

1988

GIVING STATUS OF THE CATHOLIC CHURCH AS OF JANUARY 1, 1988

Containing Ecclesiastical Statistics of

THE UNITED STATES, PUERTO RICO,
THE VIRGIN ISLANDS, AGANA, CAROLINE AND MARSHALL ISLANDS,
FOREIGN MISSIONARY ACTIVITIES, CANADA, AND MEXICO.

The information contained in this Directory is derived from reports submitted to the publishers by the ecclesiastical authorities of the countries concerned, and neither the publishers nor the ecclesiastical authorities assume responsibility for any errors or omissions.



P. J. KENEDY & SONS

Printers to the Holy Apostolic See

THE OFFICIAL CATHOLIC DIRECTORY 1988

Published Annually by P. J. KENEDY & SONS

3004 Glenview Road, Wilmette, IL 60091 - Phone: (312) 441-2210

1988 Edition — List Price \$115.00

We proudly present this extensive and comprehensive Classified Buyers Guide as an aid and a tool for your Administrators.

Your mention of the Official Catholic Directory when responding to advertisements will be helpful to you as well as to the advertisers and the publishers.

CLASSIFIED BUYERS GUIDE and INDEX TO ADVERTISERS

Alphabetical Index to Advertisers Page L

For Pages 1f to 42f—See FRONT Advertising Section—For Pages 1r to 24r—See REAR Advertising Section

ACCOUNTING SYSTEMS	Page		Page		Page
One-Write Company, Lancaster, OH	10f	ALTAR RAILS & GATES		AMPLIFIERS, CONFSSIONAL	
		Guild Hall Studios, Inc., Paramus, N.Y.	1f	See "Hearing Aids, etc."	
		Hammers, Inc., Adrian, Larchmont, N.Y.	7r		
ACOUSTICS & ACOUSTICAL TREATMENTS		Jacobi & Sons, Inc., Waller, Belmont, CA	13f		
DeYac, Inc., Minneapolis, MN	23f	Krug Church Goods, Inc., Yonkers, NY	23f	AMPLIFIERS, MUSICAL TOWERS, ETC.	
		Rambusch Decorating Co., New York	42f	Mass-Rome Carillons, Escondido, CA	14f
		Rudolph N. Rohm Co., Pittsburgh, PA	16f & 17f	Verdie Co., The L. T. Cincinnati, etc.	3f
ADDRESSING & MAILING		ALTAR SAFES		ANGELUS RINGERS, ELECTRIC	
Duplex Envelope Company, Richmond, VA, etc.	27f	Guild Hall Studios, Inc., Paramus, N.Y.	1f	Mass-Rome Carillons, Escondido, CA	14f
Official Catholic Directory, The New York	32f	Hammers, Inc., Adrian, Larchmont, N.Y.	7r	Schulmerich Carillons, Inc., Selkerville, PA	6f
Purcell Church Services, Inc., Youngstown, OH	32f	Kerry Oil Candies, Delmar, CA	5f	Verdie Co., The L. T. Cincinnati, etc.	3f
_____ Inside Rear Cover		Krug Church Goods, Inc., Yonkers, NY	23f		
Bemey Co., Inc., P. J., Mineola, NY	14r	Rudolph N. Rohm Co., Pittsburgh, PA	16f & 17f	ANNOUNCEMENT BOARDS	
				Krug Church Goods, Inc., Yonkers, NY	23f
ALBS & SURPLICES		ALTAR WINES		ANNOUNCEMENT BOARDS—INDOOR & OUTDOOR	
C.M. Almy & Son, Inc., Rye, New York	29f	Krug Church Goods, Inc., Yonkers, NY	23f	Zax Corporation, Nashua, NH	21f
House of Hanson, Chicago, IL	6f				
J. R. Evans & Company, Oakhurst, CA	5r			ANNOUNCEMENT FOLDERS	
Krug Church Goods, Inc., Yonkers, NY	23f	ALTARS		See "Printers & Church Printing"	
Martinez & Murphy Vestment Makers, Inc., Los Angeles, CA	15f, 25f, 40 & 41f	Bottl Studios Of Architectural Arts, Inc., Evanston, IL	16r	ANNUITIES	
McDermott Co., Inc., P. J., Brooklyn, NY	10r	Guild Hall Studios, Inc., Paramus, N.Y.	1f	Development Direction, Inc., New York, etc.	12f
Sullivan & Co., P., Warwick, RI	21r & 22r	Hammers, Inc., Adrian, Larchmont, N.Y.	7r		
The Holy Road Guild, Spencer, MA	14r	Jacobi & Sons, Inc., Waller, Belmont, CA	13f	ANTEPENDIA	
		Krug Church Goods, Inc., Yonkers, NY	23f	C.M. Almy & Son, Inc., Rye, New York	29f
		Martinez & Murphy Vestment Makers, Inc., Los Angeles, CA	15f, 25f, 40 & 41f	Martinez & Murphy Vestment Makers, Inc., Los Angeles, CA	15f, 25f, 40 & 41f
		Meredith-International Stewart & Altar, Inc., Milwaukee	26f	Stadelmeier B.V., Nijmegen Holland	7f
		National Church Decorating, Quincy, IL	29f	The Holy Road Guild, Spencer, MA	14r
		Rambusch Decorating Co., New York	42f		
		Rudolph N. Rohm Co., Pittsburgh, PA	16f & 17f		
		Schmitt Studios, Inc., Coured, New Berlin, WI	2		
		Winterich's, Salem, (Cleveland), OH	8f and 9f		
			3r		
		ALUMINUM PEW KNEEELERS			
		See "Kneeelers, Aluminum or Wood"			

Please refer to Page 32f for information on THE OFFICIAL CATHOLIC DIRECTORY MAILING LISTS



International Special Risk Services, Inc.
Two Pierce Place
Itasca IL 60143-3141

Invoice 5670
Date 12/12/2002

Insured: 355
Central Catholic High School
712 N. Center Street
Bloomington, IL 61701

Producer: 21796
ISRS
Two Pierce Place
Itasca, IL 60143

309-827-0173

Policy Transactions	
Policy Number	IFM82418008
Transaction Type	RFN
Effective Date	12/12/2002
Expiration Date	12/12/2003
Underwriter	slsinopl
Policy Description	159-BOND-FID-COMM
Provider Name	American Motorist Ins Co
Coverage Name	Commercial
Premium	\$ 111.00
Policy Fee	0.00
Inspection Fee	0.00
Rating Fee	0.00
Service Fee	0.00
Stamping Fee	0.00
Other Fee	0.00
Total Due	\$ 111.00

Comments: Contact: Chuck Schannaberger/The policy will be forthcoming. This invoice continues the policy for 2002/2003 term.

PLEASE RETURN 1 COPY
OF THIS INVOICE
WITH YOUR PAYMENT.

Totals	
Premium	111.00
Fees	0.00
Taxes	0.00
Total Due	111.00
Less Payments	0.00
Less Adjustments	0.00
Balance Due on 2/14/2003	111.00



COMMERCIAL CRIME INSURANCE
IMPORTANT CHANGES IN YOUR COVERAGE

MAY 1, 1998

ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Commercial Crime Coverage Part. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are providing. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Some of the language of the new policy has been restated and repunctuated for clarity and readability but with no change in coverage intent.

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. The material is organized by individual coverage forms and endorsements, however, not all coverage forms or endorsements are included in a particular policy.

COMPANY NOTE: Each company should consider its present underwriting and claims procedures, and the implications of the revised policy language on these procedures, in deciding what items to classify in its Notice to Policyholders as coverage broadenings, reductions or clarifications.

CR 10 00 CRIME GENERAL PROVISIONS (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

We are now providing 60 days automatic coverage on entities acquired through consolidation or merger. Coverage also applies to employees or premises acquired through the acquisition of liabilities.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

We have revised the definition of employee to distinguish between temporary workers who are automatically included as employees and leased workers who may be included as employees by an endorsement to the policy.

We have revised this form to reinforce that the Limit of Insurance does not cumulate even though the loss may be sustained over an extended period.

In addition, an editorial change is being made to clarify the existence of an extended period for discovering losses.

CR 50 01 POLICY CHANGE (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

None

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

The title of this form was revised to reinforce the intent of the use of the form.

CR 50 04 COINDEMNITY

I. BROADENING OF COVERAGE

None

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

This form may now be used with either loss sustained or discovery coverage.

CR 50 10 INCLUDE LEASED WORKERS AS EMPLOYEES

I. BROADENING OF COVERAGE

We are providing coverage for workers who are leased to an insured on a long-term basis by a labor leasing firm.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

Third
Fold
Here



LOSS CONTROL SERVICES POLICYHOLDER NOTICE

Dear Policyholder,

We share your safety and health concerns. We realize accidents, injuries and property damage suffered by your employees and company are costly. When such costs increase, expenses increase for both our companies in the form of higher operating costs. These costs are also reflected in your insurance premiums.

Improved Safety And Health Practices Benefit All

When accidents, injuries and incidents of property damage are prevented your employees, your company, and your insurance carrier all benefit. That's why Kemper offers a number of risk management services to help you in your loss control efforts. While most of these are available to our policyholders at no additional cost, some may require a fee based on the scope of service requested. We offer our insureds:

- a) Risk Management guidelines
- b) Consultation, including surveys, on specific loss control related problems
- c) Analysis of loss experience
- d) Training programs in safety management techniques
- e) Industrial hygiene and occupational health services
- f) Recommendations for control of hazards and unsafe activities

Designed To Help Our Policyholders

Kemper offers policyholders several loss control publications at no charge. *SAFETY WATCH* is our quarterly loss control newsletter. It provides information on pertinent topics that can be used to support your loss control efforts. *"Profit by Loss Control"* is a series of pamphlets developed with the loss control needs of smaller businesses in mind.

Send For Your Free Loss Control Publications, Today!

If you would like to receive either or both of these publications, please fill out this form, fold as marked, tape along flap, add postage and mail. You can also use the form to request assistance from a loss control professional on a specific problem.

Turn To Kemper For A Progressive Approach To Loss Control

	Yes	No
I would like to receive a copy of the <i>SAFETY WATCH</i> loss control newsletter.	_____	_____
I would like to receive the introduction to "Profit by Loss Control."	_____	_____
I would like assistance for specific loss control problem(s).	_____	_____

Type of Problem(s) _____

Firm Name _____

Address _____ City _____ State _____ Zip _____

Person to contact _____ Tel. No. _____

Number of Employees _____ Type of Business _____

Policy # _____ Expiration Date _____

Second
Fold
Here

First
Fold
Here



COMMERCIAL CRIME POLICY

LUMBERMENS MUTUAL CASUALTY COMPANY

A mutual insurance company,
herein called the Company, or LMC

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

The company providing the insurance afforded in each Coverage Part of the policy is designated in the Declarations Page of each Coverage Part. If such company is a mutual company, the insured is hereby notified that by virtue of this policy he is a member of the company so designated and is entitled to vote either in person or by proxy at any and all meetings of the company.

AMERICAN MOTORISTS INSURANCE COMPANY

A stock insurance company,
herein called the Company, or AMICO

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

A mutual insurance company,
herein called the Company, or AMM

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at nine o'clock A.M.

COMMON POLICY CONDITIONS

This policy is composed of the jacket pages, the Common Declarations, these Common conditions, and the Declarations and Additional Provisions and Conditions of each Coverage Part (including all its forms and endorsements) indicated in the Common Declarations. These Common Conditions apply to all Coverage Parts unless otherwise noted.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy or any coverage part by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any coverage part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy or any coverage part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums;
and
2. Will be the payee for any return premiums we
pay.

**F. TRANSFER OF YOUR RIGHTS AND DUTIES
UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

As respects the Company previously designated in the Declarations Page of each Coverage Part, the following correlative provision forms a part of this policy:

MUTUAL POLICY CONDITIONS.

**Lumbermens Mutual Casualty Company
American Manufacturers Mutual Insurance Company**

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

As respects the State of Texas, such provision is amended to read as follows:

Mutuals – Membership and Voting Notice. This insured is notified that by virtue of this policy he is a member of the company so designated, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office at the place and time stated on the front cover.

Mutuals – Participation Clause Without Contingent Liability. No Contingent Liability: This policy is non-assessable. The policyholder is a member of such company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

DIVIDENDS.


American Motorists Insurance Company

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

IN WITNESS WHEREOF, the Company designated in the Declarations Page of each Coverage Part has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned.


**LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY**


Secretary


President

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY


Secretary


President



LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
 AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
 AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
 AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

COMMON POLICY DECLARATIONS

CUSTOMER NUMBER
 3FM 824 180-08

1. NAMED INSURED AND MAILING ADDRESS:

CENTRAL CATHOLIC HIGH SCHOOL

712 N CENTER ST
 BLOOMINGTON IL 61701

2. THE NAMED INSURED IS: PAROCHIAL SCHOOL

3. POLICY PERIOD: FROM 12/12/02 TO 12/12/03
 12:01 A.M. Standard Time at your mailing address above.

4. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. We afford insurance for only those Coverage Parts listed below and only in the amounts and to the extent set forth in each Coverage Part. The company listed before the Coverage Part will be the insurer of that Coverage Part and no other.

COMPANY	COVERAGE PARTS	POLICY NUMBERS
AMICO	COMMERCIAL CRIME	3FM 824 180-08

6. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

CR7109 (ED. 04-97) ADVISORY NOTICE TO POLICYHOLDERS

7. ESTIMATED PREMIUM FOR ALL COVERAGE PARTS: \$ 111.00

TOTAL AMOUNT DUE AT INCEPTION: \$ 111.00

PRODUCER INFORMATION:

ARTHUR J GALLAGHER & CO
 TWO PIERCE PL 20TH FL

COUNTERSIGNATURE:

ITASCA IL 60143
 18-4318 630-285-3800

189 Date:



- LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
- AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
- AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
- AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

The company providing the insurance afforded by this coverage part is indicated above.

CRIME COVERAGE PART DECLARATIONS

1. NAMED INSURED: POLICY NUMBER: 3FM 824 180-08
CENTRAL CATHOLIC HIGH SCHOOL

2. POLICY PERIOD: FROM 12/12/02 TO 12/12/03
12:01 A.M. Standard Time at your mailing address.

3. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice canceling prior policy or bond No.: 3FM 824 180-07 the cancellation to be effective at the time this Policy becomes effective.

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

Coverage Forms	Limit of Insurance	Deductible Amount
COV FORM A - EMPLOYEE DISHONESTY - SCHEDULED	SEE CR0002	SEE CR0002

5. FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

CR7900 (ED. 11-98) COMMERCIAL CRIME POLICY JACKET
 CR1000 (ED. 04-97) CRIME GENERAL PROVISIONS(LOSS SUSTAINED FORM)
 CR0002 (ED. 10-90) EMPLOYEE DISHONESTY COVERAGE FORM A - SCHEDULE
 CR0202 (ED. 04-97) ILLINOIS CHANGES

6. ESTIMATED PREMIUM FOR THIS COVERAGE PART: \$ 111.00
 TOTAL AMOUNT DUE AT INCEPTION FOR THIS COVERAGE PART: \$ 111.00

CRIME GENERAL PROVISIONS LOSS SUSTAINED FORMS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following GENERAL EXCLUSIONS, GENERAL CONDITIONS and GENERAL DEFINITIONS apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.

5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
2. **Consolidation -- Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
 - a. Any additional persons become "employees"; or

- b. You acquire the use and control of any additional "premises,"

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," for a period of 60 days after the effective date of such consolidation, merger, purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises." Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises."

- 3. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
- 4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
- 5. **Extended Period to Discover Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
- 6. **Joint Insured**
 - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first

Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or partner or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - c. An "employee" of any insured is considered to be an "employee" of every insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
- 7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
 - a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
 - 8. **Liberalization:** If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.
 - 9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
 - a. The actual amount of loss; or
 - b. The sum of the Limits of Insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
- 1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - 2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
- 1) This insurance as of its effective date; or
 - 2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

12. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is

insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

13. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance Condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

16. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- 1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- 2) Then to us, until we are reimbursed for the settlement made;
- 3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- 1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- 2) Of original "securities" after duplicates of them have been issued.

17. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

18. **Transfer of Your Rights of Recovery Against Others To Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

19. **Valuation – Settlement**

a. Subject to the applicable Limit of Insurance provision we will pay for:

1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- a) At face value in the "money" issued by that country; or
- b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

b) Pay the cost of any Loss Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Value of the "securities" at the close of business on the day the loss was discovered; or
- ii. Limit of Insurance.

3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- a) Actual cash value of the property on the day the loss was discovered;
- b) Cost of repairing the property or "premises"; or
- c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- 1) In the "money" of the country in which the loss occurred; or
- 2) In the United States of America dollar equivalent of the "money" of the country in which the loss

occurred determined by the rate of exchange on the day the loss was discovered.

- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

- 1) While in your service (and for 30 days after termination of service); and
- 2) Whom you compensate directly by salary, wages or commissions; and
- 3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person who is furnished to you to:

- 1) Substitute for a permanent "employee" on leave; or
- 2) Meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises."

But "employee" does not mean any:

- 1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- 2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

EMPLOYEE DISHONESTY COVERAGE FORM A -- SCHEDULE

SCHEDULE

Names of Covered "Employees" or Titles of Positions	Limit of Insurance Each "Employee"	Deductible Amount	Location of Covered Positions	No. of "Employees" Each Position
RAFFLE MANAGER	\$300,000	\$2,500	BLOOMINGTON, ILLINOIS	1

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money," "securities," and "property other than money and securities."
2. **Covered Cause of Loss:** "Employee dishonesty."

B. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the SCHEDULE.
2. Regardless of the number of years this insurance applies as respects a specific "employee," the most we will pay in the aggregate is the largest Limit of Insurance applicable to that "employee" even though:
 - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
 - b. The Limit of Insurance applicable to that "employee" is changed.
3. If this insurance applies on a **Position Schedule** basis, the following provisions also apply:
 - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is discovered.
 - b. If at the time loss is discovered there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the SCHEDULE, the Limit of Insurance applicable to that position will be reduced.

The reduced Limit of Insurance will be computed by multiplying the limit shown in the SCHEDULE by a factor obtained by dividing the number of "employees" shown in the SCHEDULE by the actual number of "employees" serving in that position at the time loss is discovered.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the SCHEDULE. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - 1) An inventory computation; or
 - 2) A profit and loss computation.
2. **Additional Conditions**
 - a. **Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":
 - 1) Immediately upon discovery by:
 - a) You; or
 - b) Any of your partners, officers or directors not in collusion with the "employee,"of any dishonest act committed by that "employee" before or after becoming employed by you.

- 2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

- b. **Consolidation – Merger:** The Consolidation – Merger General Condition does not apply to this Coverage Form.

3. Additional Definitions

- a. "Employee" means:

- 1) Any person named in the SCHEDULE, if coverage applies on a **Name Schedule** basis; or
- 2) Any person you engage to perform the duties of a position shown in the SCHEDULE if coverage applies on a **Position Schedule** basis.

The "Employee" General Definition does not apply to this Coverage Form.

- b. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an identified "employee" acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- 1) Cause you to sustain loss; and also
- 2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions) for:
 - a) The "employee"; or
 - b) Any person or organization intended by the "employee" to receive that benefit.

- c. "Occurrence" means all loss caused by each "employee," whether the result of a single act or series of acts.

ILLINOIS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

- A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2.
 - a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
 - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - 1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
 - 2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;

- e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

- f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

- B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reasons for nonrenewal no less than 60 days before the expiration date to:
 - a. You; and
 - b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms, this policy will terminate:
 - a. On the expiration date if:
 - 1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our

agents or indirectly under any premium finance plan or extension of credit; or

2) We have indicated our willingness to renew this policy to you or your representative; or

3) You have notified us or our agent that you do not want to renew this policy.

b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

D. When forming a part of this policy, the Legal Action Against Us Condition in the Crime General Provisions and in the Safe Depository Direct Loss Coverage Form is replaced by the following:

Legal Action Against Us: You may not bring any legal action against us involving loss:

a. Unless you have complied with all the terms of this insurance; and

b. Until 90 days after you have filed proof of loss with us; and

c. Unless brought within 2 years from the date you discover the loss. But we will extend this 2 year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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CR 02 02 (Ed. 04 97)

Printed in U.S.A.

Members Gordon/Renner moved the County Board approve a Request for Approval of a Class D Raffle License - Central Catholic High School "Saints Alive" Dream House. Clerk Milton shows all Members present voting in favor of the Motion except Member Rackauskas who vote present. Motion carried.

Chairman Gordon noted the General Report located on pages 212-217.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois December 17, 2002

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

WITNESSETH:

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

DESCRIPTION OF VEHICLES

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

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is R.R. #1, Box 310, Chenoa, IL 61726.

- 1. TERM** The term of this lease is three years from the date first set out above. The lease term expires on December 16, 2005, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
- 3. LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

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

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

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

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

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

9. **LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing,

servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

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

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

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

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

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

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

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

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

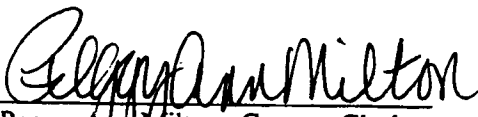
IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.


MEADOWS MENNONITE HOME (SHOWBUS)
Lessee


Robert O. Bertsche, President

ATTEST:

COUNTY OF McLEAN
Lessor


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

Pwd/Lease_SH.Lease_SH1102

Members Sorensen/Moss moved the County Board approve a Request for Approval of a Motor Vehicle Lease Agreement for Show Bus. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE
CHAPTER 14 - NURSING HOME

NURSING HOME RATES RESOLUTION 14.27

RESOLUTION ESTABLISHING CHARGES FOR SERVICES
McLEAN COUNTY NURSING HOME

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5 1005.6 empowered the County of McLean to erect and maintain a County Nursing Home and establish rates to be paid by a person seeking care and treatment in the home; and,

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2003:

- (1) The daily rate for resident care in the non-Medicare certified section shall be \$112.00.
- (2) The daily rate for resident care in the Medicare certified section shall be \$150.00.
- (3) The following charges are hereby established for supplies and services:

a)	Medical supplies	Cost plus 50%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	\$1.03 per minute

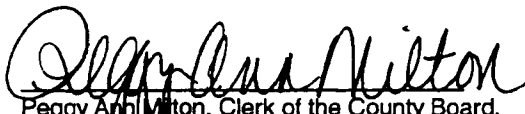
- (4) That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

REPEAL DATE OF EFFECT. This resolution shall be in full force and effect on January 1, 2002; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.

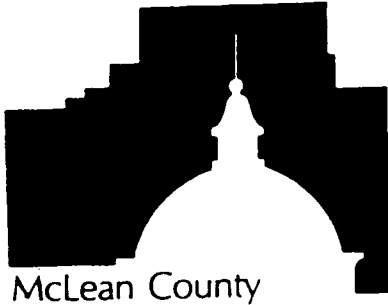
ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board



NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

Date: November 25, 2002

To: Matt Sorensen, Chairman, Finance Committee
Members of the Finance Committee

From: Don Lee, Administrator
McLean County Nursing Home

Re: Recommendation of Private Pay Rate for 2003

The McLean County Budget Policy Resolution states that the Private Pay rate for the McLean County Nursing Home is to be calculated by dividing the annual operating budget by the number of projected patient days. In accordance with that policy, I am making the following recommendation to the Finance Committee.

The adopted 2003 operating budget for the McLean County Nursing Home is \$5,476,822. During the budget preparation process, the projected patient days was calculated on an average of 136 residents per day. Based on our current census history, I believe it more appropriate to reduce the estimate of the projected census to 134 residents for fiscal 2003.

Therefore, I recommend that the private pay rate for a bed in the non-medicare certified section of the McLean County Nursing Home be set at \$112.00 per day effective January 1, 2003. I further recommend that the rate for a bed in the medicare certified section of the nursing home be set at \$150.00 per day.

Operating Budget	\$5,476,822
Projected Patient Days	134 residents X 365 days = 48,910 days
Private Pay Rate	$\$5,476,822 / 48,910 = \112.00 per day

Members Sorensen/Ahart moved the County Board approve a Request for Approval of a Private Pay Rate for the McLean County Nursing Home for 2003. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FISCAL YEAR 2002
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR THE STATE'S ATTORNEY'S OFFICE**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 20, 2001 which became effective on January 1, 2002; and,

WHEREAS, the State's Attorney's Office has recommended that the present staffing in the State's Attorney's Office be reorganized in order to establish the Major Crimes Unit; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, December 9, 2002, approved the proposed reorganization of staff in the State's Attorney's Office; and,

WHEREAS, the Finance Committee, at its meeting on December 3, 2002, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the State's Attorney's Office; now, therefore,

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

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	12	503.1107 Assistant State's Attorney III	8.00	(1.00)	7.00
0001-0020-0019	13	503.1108 Assistant State's Attorney IV	1.00	2.00	3.00
0001-0020-0019	16	503.1109 Assistant State's Attorney V	1.00	(0.95)	0.05
0135-0077-0078	13	503.1108 Assistant State's Attorney IV	1.00	(1.00)	0.00
0135-0077-0078	16	503.1109 Assistant State's Attorney V	0.00	0.95	0.95

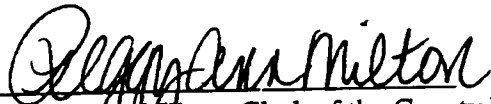
The County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

(2)

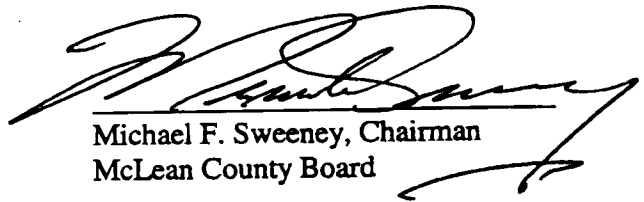
ADOPTED by the County Board of McLean County, Illinois, this 17th day of December, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Amendment to the Fiscal Year 2003 Full-Time Equivalent Position Resolution - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE STATE'S ATTORNEY
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE IMPACTED POSITION PERSONNEL POLICY

WHEREAS, the State's Attorney has recommended that a new Major Crimes Unit be formed in the State's Attorney's Office; and,

WHEREAS, the State's Attorney has recommended that the present staffing in the State's Attorney's Office be reorganized in order to establish the Major Crimes Unit consisting of three (3) Assistant State's Attorney IV positions; and,

WHEREAS, the State's Attorney seeks to fill one of the Assistant State's Attorney IV positions within the office; and,

WHEREAS, the State's Attorney requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; and,


WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 3, 2002, approved the request of the State's Attorney to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; now, therefore,

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

- (1) That the State's Attorney is hereby authorized to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy.
- (2) That the State's Attorney is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the Impacted Position Personnel Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 17th day of December, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution Authorizing the State's Attorney to Offer a Salary above the Starting Maximum Salary under the Impacted Position Personnel Policy. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION NUMBER _____

WHEREAS, the County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200/21-90; and

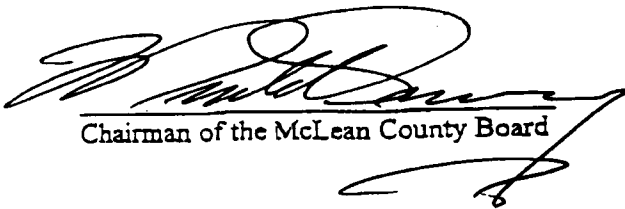
WHEREAS, pursuant to this program the County of McLean, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attachment to this resolution; and

WHEREAS, it appears to the McLean County Board that it would be to the best interest of the taxing districts of McLean County to dispose of this interest in said property.

THEREFORE, the McLean County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, is hereby authorized to execute a quit claim deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be on the following described real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

Adopted by roll call vote on the 17th day of December, 2002


Chairman of the McLean County Board

Attest:


Clerk of the McLean County Board

McLEAN COUNTY

DATE: November, 2002

MONTHLY RESOLUTION LIST

PAGE 1

RES NO.	ITEM NUMBER	TYPE OF TRANS	ACCOUNT NAME	TOTAL COLLECTED	COUNTY CLERK	AUCTIONEER	RECORDER	AGENT	COUNTY TREASURER
1	[98]717	Rec	ROOTS<RICK & REBECCA	\$841.95	\$80.00	\$0.00	\$18.00	\$377.65	\$366.30
2	S0802002H	Sale	MENESTRINA<KENNETH	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
3	S0802004H	Sale	NOLAN<HEATHER	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
4	S0802007H	Sale	GORDON<JEFF	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
5	S0802012H	Sale	WEBER<MAROLYN	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
6	S0802013H	Sale	DOGGETT<SHAWN Q	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
7	S0802015H	Sale	GORDON<JEFF	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
8	S0802017H	Sale	SHEPARD<CINDY	\$624.00	\$0.00	\$6.00	\$18.00	\$200.00	\$400.00
9	S0802018H	Sale	TRUJILLO<HAMILTON E	\$725.00	\$0.00	\$7.00	\$18.00	\$200.00	\$500.00
10	S0802019H	Sale	GORDON<JEFF	\$573.50	\$0.00	\$5.50	\$18.00	\$200.00	\$350.00
11	S0802021H	Sale	TRUJILLO<HAMILTON E	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
12	S0802023H	Sale	CONVERSE<LYLE	\$381.60	\$0.00	\$3.60	\$18.00	\$200.00	\$160.00
13	S0802024H	Sale	GORDON<JEFF	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
14	S0802029H	Sale	BROWN<DOROTHEA S	\$422.00	\$0.00	\$4.00	\$18.00	\$200.00	\$200.00
15	S0802031H	Sale	MCQUAID<BRIAN T & SUSAN G	\$371.50	\$0.00	\$3.50	\$18.00	\$200.00	\$150.00
16	S0802032H	Sale	KUMLER<MYRON D & SHARON JANE	\$371.50	\$0.00	\$3.50	\$18.00	\$200.00	\$150.00
<u>TOTALS</u>				\$7,687.05	\$80.00	\$65.10	\$288.00	\$3,377.65	\$3,876.30

CLERK FEES \$80.00

RECORDER FEES \$288.00

TOTAL TO COUNTY \$4,244.30

Committee Members



JAMES E. BOYLAN
COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: December 3, 2002

To: Members of the Finance Committee

From: James Boylan, Treasurer
Becky McNeil, Asst. Treasurer

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation Program. This agreement was entered into in conjunction with the specifications of 35 ILCS 200/21-90. The specific goal of the program is to 1) recover delinquent real estate taxes for the benefit of all taxing districts and 2) restore tax delinquent property to a tax paying status.

On a yearly basis the Agent shall conduct an auction sale of all property to which tax deed has been taken in the name of McLean County, as trustee, and as to which potential purchasers have expressed interest. On August 19th, McLean County as Trustee held an auction sale of approximately 31 parcels. Most of these parcels were small strips, corners and ditches of land. All of these parcels are three or more years tax delinquent. The tax sale face amount totaled \$37,158.66.

The primary goal of the Delinquent Real Estate Tax Liquidation Program is the collection of taxes. In this regard, the program has produced excellent results. As of August 2002, the program has managed the delinquent 1998, 1999 and 2000 real estate taxes involving over 122 parcel totaling \$69,992.83.

Joseph Meyer & Associates, has collected approximately \$32,000.00 in redemption from 44 of these parcels. This collection was net to the County Collector and is collection in full of the delinquencies. All costs involved were paid by the delinquent taxpayer at redemption.

Of the 32 parcels offered for auction, 17 were sold and 14 reverted back to McLean County as Trustee. The 17 parcels that were sold had a receivable balance owed in the amount of \$26,057.30. The proceeds of the sale totaled \$76,875.05 however much of this will be used to cover fees and costs associated with the program. The low percentage of parcels sold was expected since this was the first year of this action through the Delinquent Tax Program. The results still meet the second goal of the program, which is to return unproductive and abandoned parcels to productive use and back on the tax rolls.

According to our Service Agreement, Joseph Meyer & Associates keeps the accumulated interest on all redemption's. When a tax deed has been taken as to any parcel administered through the program the Agent shall receive \$200.00 or 25% purchase price (whichever is greater) at auction. In the event the sale price of any piece of property is \$200.00 or less, the Agent shall receive the full sale price as compensations and no additional fee shall be due.

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution Authorizing the McLean County Board Chairman to Execute a Quit Claim Deed to Convey the County's Interest or Authorize the Cancellation of the Appropriate Certificate of Purchase in Regards to the County's Delinquent Tax Program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is on pages 232-241.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the General Report is found on pages 242-246. I would like to say that Towanda-Barnes is down to the final stretch towards completion and all the three sections are open now. For all practical purposes, we are 90% complete. Towanda-Barnes will be a great addition to our highway system.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: there are four items for action. First, just a reminder to Board Members, today's meeting was the first meeting where the Board Proceedings were found on the Web. They are not included with your packets. Any Board Member who would like to receive a printed copy, prefer not to look at them on the Web, should let either the County Clerk or the Administrator's Office know that so that we can be certain to take care of that. Secondly, the County Administrator's Office is in the process of finalizing the County Board information card so if you have not gotten back to Carmen in the office with information you would like on that card, please do that so we can get that card printed. Thirdly, we included in your packet a memo regarding a photograph for the County WebPage. This is for both new Members as well as incumbent Members. I will ask Lee Williams to stand so everyone will know who he is. If you have not seen Lee this morning, please before you leave, see him if you need to get your picture taken for the WebPage. We would like to get the WebPage updated before the end of this month. Lastly, there was also in your packet a memo regarding an orientation workshop. We do this every two years for new Members as well as incumbent Members. We suggest two ways to schedule this. One is to do it immediately after next month's Board meeting. The other option is to schedule it during the fourth week of January when there are no Oversight Committee meetings. Please let the Administrator's Office know what your preference is so that we can get that scheduled, get the notebooks prepared and copied, and also get it on the calendar for January.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano stated the following: just as a matter of information for the Board, I know that last week our County Clerk's son underwent heart surgery and I understand he is doing well and we wish him well.

Chairman Sweeney stated the following: Mr. Lindberg is down in Florida vacationing. He is doing very well. In fact, he was in the office last week.

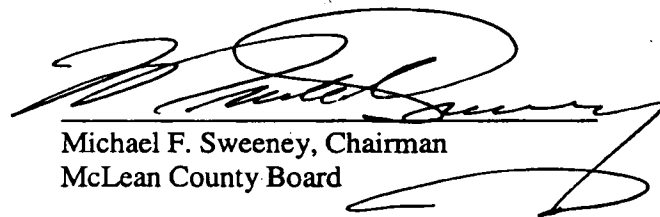
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

December 17, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$1,920.04	\$66,602.67	\$68,522.71
Finance		\$971,033.16	\$971,033.16
Human Services		\$470,062.55	\$470,062.55
Justice		\$1,996,473.02	\$1,996,473.02
Land Use		\$25,095.13	\$25,095.13
Property		\$294,423.73	\$294,423.73
Transportation		\$570,528.93	\$570,528.93
Health Board		\$491,376.36	\$491,376.36
Disability Board		\$44,580.75	\$44,580.75
T. B. Board		\$26,876.08	\$26,876.08
Total	\$1,920.04	\$4,957,052.38	\$4,958,972.42



Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Owens 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/Bostic moved for adjournment until Tuesday, January 21, 2003 at 9:00 a.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: 10:34 a.m.

Michael Sweeney
County Board Chairman

Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of December, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of January, 2003.

Peggy Ann Milton
McLean County Clerk