



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center
December 10, 2002
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – November 12 and 19, 2002
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be presented for Committee Action:
 - a) REAPPOINTMENTS:

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

Micheal 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

Micheal 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

Emergency Telephone System Board

Ms. Judy L. Mowery
511 East Newton Street
Heyworth, Illinois 61745
Appointed to a Four-Year Term
that expires on January 31, 2007

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

- | | | |
|----|--|--------|
| d) | Request Approval to Award the Purchase of Seven Vehicles for the McLean County Sheriff's Department | 2 - 3 |
| e) | Request Approval of an Intergovernmental Agreement Reorganizing the Bloomington/Normal Area Economic Development Council | 4 - 8 |
| f) | Request Approval of an Intergovernmental Agreement to Develop and Implement a Promotional Program to Aid Tourism in | 9 - 11 |

- McLean County
- g) Request Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2003 12 - 13
 - h) Request Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2003 14

2. Items to be presented to the Board:

- a) Monthly Status Report – Information Services
- b) General Report
- c) Other

B. Land Use and Development Committee – Chairman Gordon

1) Items to be presented to the Board:

- a) Request Approval of a Class D Raffle License- Central Catholic High School “Saints Alive” Dream House
- b) Request by Jerry and Jodi Babb to Vacate An Alley located 132 ft. South of Lafayette Avenue beginning 411 ft. West of Foster Street and extending 284 ft. to the West In the unincorporated Town of Shirley
- c) Request by Marshall and Marianne Kaisner For 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
- d) General Report
- e) Other

C. Property Committee – Chairman Bostic

1) Items to be presented for Committee Action:

- a) Request Approval of Attachment Number 12 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center 15
- b) Request Approval of Attachment Number 1 to the Amendment to the Lease and Operation and Maintenance Agreement for the Government Center (City/County Office Building) 16
- c) Request Approval of Lease Agreement Between the County of McLean and the Public Commission of McLean County – Old County Courthouse 17 -25

- d) Request Approval of a Contract between the Public Commission of McLean County and the County of McLean for Operation and Maintenance Of the Old County Courthouse

26 - 30

2) Itemsto be presented to the Board:

- a) Request Approval to dispose of a GMC Sonoma Pick-up Truck – Facilities Management Department
- b) General Report
- c) Other

D. Transportation Committee - Chairman Bass
(The Transportation Committee will meet on Tuesday, December 10, 2002)

1) Items to be presented to the Board:

- a) Request Approval of a Resolution of Letting Results from Novemer 26, 2002, for Sale of Surplus Equipment
- b) Request Approval of a Resolution of Letting Results from November 26, 2002, for Sale of Surplus Land
- c) Request Approval of a County Maintenance Resolution (Sec. 03-00000-00-GM)
- d) Request Approval of an Agreement with Northern Illinois Gas Company (NICOR) for the Relocation of a Gas Main
- e) Request Approval of an Agreement with BLDD Architects, Inc., for Storage and Materials Garage Phase I
- f) Request Approval of the McLean County Highway Department Five-Year Plan Fiscal Year 2003-2007
- g) Request Approval of a Resolution Appropriating Motor Fuel Tax Funds for the salary of the County Engineer
- h) General Report
- i) Other

E. Finance Committee – Chairman Sorensen

1) Items to be presented for Committee 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

31

32

- c) Request Approval of a Motor Vehicle Lease Agreement for Show Bus 33 - 37
 - d) Request Approval to fill Vacant Positions Within the State's Attorney's Office 38
- 2) Items to be presented to the Board:
- a) Request Approval of a Private Pay Rate for the McLean County Nursing Home for 2003 39
 - b) Request Approval of an Amendment to the Fiscal Year 2002 Full-Time Equivalent Position Resolution – State's Attorney's Office
 - c) Request 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

F. Justice Committee – Chairman Renner
(The Justice Committee will meet on Monday, December 9, 2002 at 5:15 p.m.)

- 1) Items to be presented for Committee Action:
- a) Request 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 0002, Juvenile Probation 40 - 41
 - b) Request Approval of an Intergovernmental Agreement between McLean County and the City of Bloomington for Centralized Booking Services 42 - 43
 - c) Request Approval of an Intergovernmental Agreement between McLean County and the Town of Normal for Centralized Booking Services 44 - 45
 - d) Request Approval of an Intergovernmental Agreement between McLean County and Illinois State University for Centralized Booking Services 46 - 48
 - e) Request Approval of a Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties 49 - 51

2) Items to be presented to the Board:

- a) Request renewal of Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services for the McLean County Adult Detention Facility
- b) Request renewal of Contract with OSF Healthcare System and Kenneth Ionue, M.D., for the Physician Services at the McLean County Adult Detention facility
- c) Request renewal of Contract with McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility
- d) Request Approval of a Contract with OSF Healthcare Systems for the Physician Services for the McLean County Juvenile Detention Facility
- e) Request Approval of a Contract with Cathy Vogel for Counseling Services for the McLean County Juvenile Detention Facility
- f) Request Approval of a Resolution Requesting State Funding of Residential Treatment for Selected Juvenile Offenders
- g) Request Approval of Contract for Special Public Defender with Alan J. Novick, Attorney at Law
- h) Request Approval of Contract for Special Public Defender with Anthony Tomkiewicz, Attorney at Law
- i) Request Approval of Contract for Special Public Defender with David Butler, Attorney at Law
- j) Request Approval of Contract for Special Public Defender with Lee Ann Hill, Attorney at Law
- k) Request Approval of Contract for Special Public Defender with John L. Wright, Jr., Attorney at Law
- l) Request Approval to enter into a Typewriter Maintenance Agreement with Paxton's Inc.
- m) Request Approval to award a Jail Kitchen Chemical Bid to Ecolab for the Sheriff's Department
- n) Request Approval of a Contract for Inmate Chaplain Services for the McLean County Detention Facility

- o) Request Approval of a Maintenance Agreement With Identix for Live-Scan Maintenance to the McLean County Detention Facility
- p) Request Approval of a Purchase Service Agreement between McLean County and the Children's Foundation - Safe Havens: Supervised Visitation and Safe Exchange Grant Program
- q) General Report
- r) Other

G. Report of the County Administrator

1) Items to be presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

November 20, 2002

McLean County Board

Chairman Sweeney,

It has been a difficult decision, but after 35 years as Chief of The McLean County Emergency Squad, I am submitting my resignation to the McLean County Board. At the age of 79, I am looking forward to doing a little traveling and some rest and relaxation. I will still be available to the Rescue Squad in an advisory position. I will be available to help with training and building and maintenance of equipment. I have enjoyed working the past 35 years with the Rescue Squad. They are a dedicated group of people that have donated their time and talents to McLean County for several years. When we first formed the Rescue Squad nothing like this was available in McLean County. I believe over the years we have saved lives. We have provided lighting for police and fire departments and air support at the scene of many fires. We have also provided many hours of underwater recovery. I am truly proud to have been associated with this group of professionals. I am sure they will continue to do an excellent job for you. I also would like to thank the board for the years of support you have given me.

Please except my resignation as of December 31, 2002.

Sincerely

A handwritten signature in cursive script that reads "O.B. Streeper". The signature is written in dark ink and is positioned above the printed name.

O.B. Streeper



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.

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. McLean/Livingston 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. McLean/Livingston 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. McLean/Livingston 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	\$ _____
Town of Normal	\$ _____
County of McLean	\$ _____
McLean County Chamber of Commerce	\$ _____
McLean County Trades and Labor	\$ _____
McLean County Mayors Association	\$ _____
United Workforce Development Board	\$ _____

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.

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: _____

City of Bloomington

ATTEST:

Date: _____

Town of Normal

ATTEST:

Date: _____

County of McLean

ATTEST:

Date: _____

McLean County Chamber of
Commerce

ATTEST:

Date: _____

McLean County Trades and Labor
Assembly

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, McLean County Trades and Labor Assembly, 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: _____

City of Bloomington

ATTEST:

Date: _____

Town of Normal

ATTEST:

Date: _____

County of McLean

ATTEST:

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

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

**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:

APPROVED:

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

Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:

APPROVED:

John L. Morel, Secretary of the PBC

By: _____
Robert W. Rush, Chairman

jjr-wp8-12/4/01-H:\David\PBC\Attachment 12.wpd

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 ____, 2002 by the County of McLean and on December ____, 2002 by the City of Bloomington.

COUNTY OF MCLEAN

By: _____
Chairman, County Board

ATTEST:

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF
McLEAN COUNTY, ILLINOIS

By: _____
Its Chairman

ATTEST:

Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

City Clerk

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 maintenance, operation, upkeep and safekeeping of the entire demised premises, including sidewalks and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, at its expense and without right of reimbursement from the County. The cost of 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 ; however, nothing herein shall require the Commission to spend any amount in excess of the amount of rent paid by the Lessee hereunder or under the terms of any extension of this Lease.

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.

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, \$2,000,000 in the aggregate and \$500,000 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 - 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.

EXHIBIT A
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)

(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)

jjr-wp8-12/4/01-H:\David\PBC\Contract for O&MII.wpd

**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 1 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.

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 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.

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

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)

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

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)

The County of McLean, Illinois

ATTEST:

County Clerk of McLean
County, Illinois

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



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

November 26, 2002

TO: Mr. Matt Sorensen, Chairman
Finance Committee
FROM: Sheriff David Owens
SUBJ: PERSONNEL REQUEST

Dear Mr. Sorensen:

Unfortunately, it was necessary for me to terminate the employment of one of my Correctional Officers today, so I am writing you, once again, to request permission to replace this very needed position in the McLean County Detention Facility.

If you have any questions, please feel free to give me a call at 888-5034.

Sincerely,

David Owens
Sheriff

DO:jc



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 Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

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

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

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David W. Selzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

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



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

TO: Chairman, Matt Sorensen and Finance Committee
FROM: Mike Behary, County Planner ^{m5B}
DATE: November 26, 2002
RE: **Lease Agreement with SHOW BUS for vehicles**

The attached lease agreement is for the buses that SHOW BUS leases from McLean County. The current lease expires December 2002. The attached lease is similar to the current lease. The attached lease has the updated VIN numbers reflecting the vehicles that were received by Show BUS this year. The attached lease is a three year lease and the current lease that expires this December is a two year lease.

Laura Dick the Director of SHOW BUS, Philip Dick the Director of Building & Zoning and I will be present at the December 3rd Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

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

X:\IDOT\ldot2002\FinanceCommittee11-26-02.doc



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 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
David W. Seizer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



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

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

**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: _____

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

APPROVED:

Michael Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL**

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

WHEREAS, the County of McLean has booking facilities: and

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

NOW THEREFORE, the parties hereto agree as follows:

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

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

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

4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

(2)

5. The Town will pay the County at an annual rate of 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:

APPROVED:

Kent Karraker, Mayor
Town of Normal

Michael Sweeney, Chairman of
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Wendelyn Briggs, Town Clerk of the
Town of Normal

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

Date: _____

Walt Clark, Chief of Police
Town of Normal

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

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

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

WHEREAS, the County of McLean has booking facilities; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any 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: _____

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Renee Smith Byas, General Counsel
Illinois State University

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

Date: _____

Date: _____

**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: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois

RESOLUTION REQUESTING STATE
FUNDING OF RESIDENTIAL TREATMENT FOR
SELECTED JUVENILE OFFENDERS

WHEREAS, the state of Illinois has adopted the principle of Restorative Justice as the goal of the Illinois Juvenile Justice system.

WHEREAS, The central tenets of Restorative Justice are:

- a) Competency development of youthful offenders – Offenders who enter the juvenile justice system should be more capable when they leave than when they entered.
- b) Community safety – Juvenile justice has a responsibility to protect the public from juveniles in the system.
- c) Accountability – When an individual commits an offense, the offender incurs an obligation to individual victims and the community.

WHEREAS, the Restorative Justice model requires that in selected circumstances treatment for Juvenile offenders is more appropriate than incarceration.

WHEREAS, a juvenile who has received treatment has a better chance of becoming a contributing member of our community as an adult.

WHEREAS, treatment of a youth offender may prevent him/her from committing further crimes, thereby resulting in significant emotional, mental, physical and economic savings to society.

WHEREAS, the Illinois State Legislature has previously recognized the need to treat rather than incarcerate children and has provided for substantial aid to counties by directing the Department of Children and Family Services to allocate up to three percent (3%) of its budget for residential treatment of minors. (705 ILCS 405/6-10 and 705 ILCS 405/6-11).

WHEREAS, three percent (3%) of Department of Children and Family Services Budget for Fiscal Year(FY) 2001 was \$27,816,621 from a total budget of \$927,220,700.

WHEREAS, the Department of Children and Family Services budgeted only \$344,600 of a possible \$27,816,621 for residential treatment, thus providing less than 1.2% of what could be provided under Illinois law.

WHEREAS, the Department of Children and Family Services has, despite the express intent of the Legislature, budgeted an inadequate amount for residential treatment of juvenile offenders, thereby placing the burden of treatment costs almost entirely on individual counties, which have little or no flexibility in their budgets.

NOW THEREFORE, BE IT RESOLVED BY THE _____ COUNTY BOARD:

The _____ County Board requests that the Governor and Legislature provide adequate funding to treat juvenile offenders commencing on July 1, 2002 with State of Illinois Fiscal Year(FY) 2003 and thereafter.

Resolved and passed this ____ day of

_____ County Board

By: _____, Chairman

Attest: _____
_____ County Clerk