

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

December 18, 2001



Table of Contents

Page(s)

Meeting Minutes Begin (December 18, 2001)	1
Consent Agenda	2-85
County Highway	5-14
Building and Zoning	15
Transfer Ordinance	16-17
Executive Committee	18-19
Property Committee.....	20-32
Justice Committee.....	33-78
Reappointments.....	79-85
Executive Committee	86-90
Ordinance – Establishing County Board Meeting Dates for 2002.....	86
Ordinance – Establishing Holiday Schedule for County Employees for 2002	87-88
Agreement – MSCI/Lason System, Inc. to Provide Records Management Services ...	89-90
Land Use and Development Committee	91-120
Request – Class D Raffle License for Central Catholic High School	91-120
Property Committee	121-126
Agreement – Watercraft Lease with ISU – Parks and Recreation	121-124
Amendments – Ordinance Pertaining to Fees for Parks and Recreation.....	125-126
Finance Committee	127-151
Resolution – Establishing Charges for Services at McLean County Nursing Home.....	127-128
Request – Proposed 2002 County Wellness Plan and Fifth Annual Health Fair	129-144
Request – Policy Year 2002 Risk Management Program	145-148
Request – County Military Leave Policy.....	149-150
Resolution – Amendment to FY 2002 FTE – Circuit Clerk’s Office.....	151
Justice Committee	152-206
Ordinance – Emergency Appropriation Amending FY 2001 Budget – Sheriff	152-153
Contract – Livingston Co. for Lease of Space in the McLean Co. JDC	154-158
Request – Juvenile Accountability Incentive Block Grant – Court Services	159-174
Contracts – Graduate Assistant – Court Services Department.....	175-176
Contract – Susan Carl for Professional Services in the Adult Probation Unit.....	177
Contract – Court Alternatives, Inc. and Institute for Collaborative Solutions	178-183
Request – TRW Work Order #11 for Civil Case Analysis – IJIS System	184-186
Contract – for Contract Guardian Ad Litem J. Brian Goldrick, Attorney at Law	187-189
Contract – Transworld Systems, Inc. for Fine Collection Services.....	190-191
Contract – Merle Pharmacy No. 1, Inc. for Pharmaceutical Services.....	192-196
Contracts – David Butler and Mark Messman, Attorneys at Law	197-206
Transportation Committee	207-214
Resolution – Approving Stockpile Bids	207-214
Report of the County Administrator	214
Other Business and Communication	214
Approval of Bills	215
Adjournment	216

December 18, 2001

The McLean County Board met on Tuesday, December 18, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, and Michael Sweeney.

The following Members were absent:

Jack Pokorney, George Gordon, and Stan Hoselton.

Chairman Sweeney stated Member Hoselton was not there because he was at the Mayo Clinic and the other two absent Members were on vacation.

Proceedings of November Meeting:

The Proceedings of the November 20, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Owens/Kinzinger moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney noted the reappointment to the Emergency Telephone Systems Board was a four year term, not a five year term.

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

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, County Engineer

RESOLUTIONS:

- a) Request for Approval of the Fiscal Year 2002 County MFT Maintenance Resolution
- b) Request for Approval of the County Engineer MFT Salary Resolution for year 2002

ORDINANCES:

- a) Request for Approval of an Ordinance and Resolution for the Establishment of an Altered Speed Zone

B. Building & Zoning - Phil Dick, Director

1) Zoning Case: NONE

2) Subdivision Case:

- a) Approve an Ordinance to vacate a portion of the Cloverhill Circle right-of-way in the Cloverhill Subdivision, file number S-01-01. The property is located in Dry Grove Township in the Cloverhill Subdivision approximately 20 feet west of Road 1000E.

C. Transfer Ordinances

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

Executive Committee

- a) Request for Approval of a Proclamation Declaring Support of Enforcement of Applicable Local and State Provisions Regarding Youth Access To and Possession of Tobacco - Health Department

Property Committee

- a) Request for Approval to Purchase and Install a 225 Gallon PVI Water Heater for the Law and Justice Center Building - Facilities Management
- b) Request for Approval of Approved Vendor List for Janitorial and Paper Supply - Nursing Home

Justice Committee

- a) Request for Approval of Renewal Contract for Physician Services at the Adult Detention Facility - Correctional Health Services
- b) Request for Approval of Renewal Contract for Provision Of Mental Health Services by the McLean County Center For Human Health Services at the Adult Detention Facility - Correctional Health Services
- c) Request for Approval of Amendment to the Contract for McLean County Juvenile Detention Center Physician - Court Services Department
- d) Request for Approval of Counseling Services with McLean County Juvenile Detention Center - Court Services Department
- e) Request for Approval of Service Agreement for Typewriter Maintenance with Paxton's, Inc. - Sheriff's Department
- f) Request for Approval for Purchase of Fleet Vehicles - Sheriff's Department
- g) Request for Approval of State of Illinois Contract bid Award to Kenwood Communications, Corp. for Purchase of Radios, McLean County Detention Facility - Sheriff's Department
- h) Request for Approval of Bid Award to Hill Radio for Purchase of Radio Repeater - McLean County Detention Facility - Sheriff's Department

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

a) REAPPOINTMENTS:

Zoning Board of Appeals

Mr. Joe Elbe
R.R. 2, Box 60
Hudson, IL 61748
Reappointed for a Five Year Term
To Expire on January 1, 2007

Mr. Jerry Hoffman
Rural Route 1, Box 61
Danvers, IL 61732
Reappointed for a five Year Term
to Expire on January 10, 2007

Mr. Michael E. Kuritz
708 Trimmer Drive
P.O. Box 243
Hudson, IL 61748
Reappointed for a Five year Term
to Expire on January 1, 2007

Emergency Telephone Systems Board

Chief Walt Clark
Normal Police Department
100 East Phoenix
Normal, IL 61761
Reappointed for a Five Year Term
To Expire on January 1, 2007

Mr. Lee Klintworth
P.O. Box 94
Anchor, IL 61720
Reappointed for a Four Year Term
to Expire on the Third Tuesday
in January, 2006

McLean County Housing Authority

Ms. Diane Bostic
907 N. Mitsubishi Motorway
Normal, IL 61761
Reappointed for a Five Year Term
to Expire on December 26, 2006

Public Aid Committee

Mr. Michael O'Grady
Hudson, IL 61748
Reappointed for a Two Year Term
to Expire on November 30, 2003

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

NONE

F. **Approval of Resolutions of Congratulations and Commendation**



**Illinois Department
of Transportation**

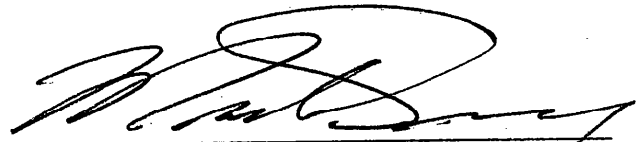
**County Maintenance Resolution
Sec. 02-00000-00-GM**

RESOLVED, by the County board of McLean County, that \$1,600,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2002, and be it further

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

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


Chairman, McLean County Board

APPROVED

STATE OF ILLINOIS

McLean

County, }

ss.

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

Date

McLean County, at its Monthly

meeting held at Bloomington, Illinois

on December 18, 2001


Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County, this 18 day of December A.D. 2001

District Engineer

(SEAL)

 County Clerk.

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

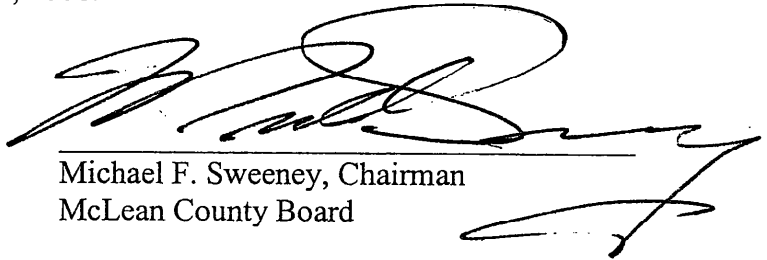
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$85,739.26 per year for January 1, 2002 thru December 31, 2002 and his traveling, instruction and schooling, and conference expenses are estimated at \$7,000.00 per year

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Ninety Two Thousand Seven Hundred Thirty Nine Dollars and 26 cents (\$92,739.26) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2002 through December 31, 2002.

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

Approved by the County Board on December 18, 2001.



Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 18, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of December, A.D. 2001.

[SEAL]


County Clerk

**Resolution
of
McLean County, Illinois**

**AN ORDINANCE AND RESOLUTION FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE**

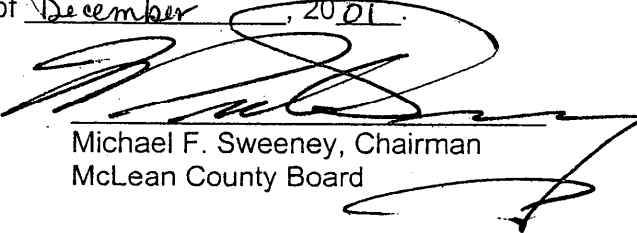
IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less, respectively than that considered reasonable and proper on the street or highway, respectively, listed in the Schedule on the reverse side for which McLean County has maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation or the Illinois State Toll Highway Authority; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this Board has caused to be made an engineering and traffic investigation upon the respective streets or highways listed in the Schedule; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon those respective streets and highways described in the Schedule shall be as stated therein; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits. Said signs shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Adopted and passed this 18th day of December, 2001.


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, McLean County Clerk

(SEAL)

SCHEDULE OF ALTERED SPEED ZONES

<u>Name of Street or Highway</u>	<u>Exact limits of zone(s)</u>		<u>Maximum Speed Limits</u>
	<u>From:</u>	<u>To:</u>	
C.H. 12	Village of Hudson at Turner Drive	500' west of Turner Drive	35 m.p.h.
C.H. 12	500' west of Turner Drive in Hudson	2031' west of Turner Drive	45 m.p.h.
C.H. 37	800' south of South St. in Village of Hudson	100' south of Prairie View Drive	40 m.p.h.

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

An ALTERED SPEED ZONE as referred to in this application is a length of roadway on which a uniform speed limit at variance with the Statewide authority limit is posted.

.....

To the COUNTY BOARD

In accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the Highway Department has completed an engineering and traffic investigation report concerning the street or highway listed below and requests that an altered speed zone be approved. This application is for the:

Establishment of
of new zone

Revision of
existing zone

Extension of
existing zone

Street or roadway to be zoned: C.H. 12


From: East of Turner Drive in Hudson, Illinois

To: 500 ft. west of Turner Drive in Hudson, Illinois

County: McLean In or near Hudson Length 500' Proposed Speed 35 m.p.h.

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: 12-3, 2001

Submitted by: 
John E. Mitchell,
McLean County Engineer

- Enclosures: Copy of Ordinance
 Establishment of Speed Zone
 Spot Speed study
 Condition Diagram

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

An ALTERED SPEED ZONE as referred to in this application is a length of roadway on which a uniform speed limit at variance with the Statewide authority limit is posted.

.....

To the COUNTY BOARD

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Establishment of
of new zone

Revision of
existing zone

Extension of
existing zone

Street or roadway to be zoned: C.H. 12

From: 500 ft. west of Turner Drive in Hudson, Illinois

To: 2031 ft. west of Turner Drive in Hudson, Illinois

County: McLean In or near Hudson Length 1531' Proposed Speed 45 m.p.h.

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: 12-3, 2001

Submitted by: *John E. Mitchell*

John E. Mitchell,
McLean County Engineer

- Enclosures: Copy of Ordinance
 Establishment of Speed Zone
 Spot Speed study
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To the COUNTY BOARD

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Establishment of
of new zone

Revision of
existing zone

Extension of
existing zone

Street or roadway to be zoned: C.H. 37

From: 800 ft. south of South street in Hudson, Illinois

To: 100 ft. south of Prairie View Drive

County: McLean In or near Hudson Length 631' Proposed Speed 40 m.p.h.

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: 12-3, 2001

Submitted by: 

John E. Mitchell,
McLean County Engineer

- Enclosures:
- Copy of Ordinance
 - Establishment of Speed Zone
 - Spot Speed study
 - Condition Diagram

ESTABLISHMENT OF SPEED ZONES

ZONE NO. _____

ROUTE C.H. 37 FROM 800' south of South Street in Hudson, Illinois
 TO 100' south of Prairie View Drive A DISTANCE OF 0.12 MILES
 IN Hudson, Hudson TOWNSHIP, McLean COUNTY

I SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	85th %	10 MPH PACE UPPER LIMIT
	50	50

V DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	<u>0</u> x 1.0 = <u>0</u>
SMALL BUSINESS DRIVES	<u>0</u> x 5.0 = <u>0</u>
LARGE BUSINESS DRIVES	<u>0</u> x 10.0 = <u>0</u>
DRIVEWAY CONFLICT NUMBER TOTAL	<u>0</u>
<u>0</u> (D.C.N)	= <u>0.00</u>
0.12 MILES	CONFLICT NO./MILE

II TEST RUNS

(DELETED)

VI MISCL. FACTORS

PEDESTRIAN VOLUME _____

ACCIDENT RATE RATIO:
 COUNTY AVG. = _____
 ROUTE _____

PARKING PERMITTED YES NO

III PREVAILING SPEED

85th PERCENTILE AVG. 50 MPH

UPPER LIMIT AVG. _____ MPH

PREVAILING SPEED: _____ MPH

VII PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	_____ %
PEDESTRIAN ADJUSTMENT	_____ %
ACCIDENT ADJUSTMENT	_____ %
PARKING ADJUSTMENT	_____ %
TOTAL (MAX 20%)	_____ %
PREVAILING SPEED <u>50</u> MPH	x <u>0.80</u> ADJUSTMENT (MAX 10 MPH)
ADJUSTED PREVAILING SPEED:	_____ MPH

IV EXISTING SPEED LIMITS

ZONE BEING STUDIED 55 MPH

VIOLATION RATE _____ %

ADJACENT ZONES (N) or W 30 MPH

LENGTH _____ MILES

(S) or E 55 MPH

LENGTH _____ MILES

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT 40 MPH

ANTICIPATED VIOLATION RATE _____ %

RECOMMENDED BY McLean County

ORGANIZATION Highway Department

DATE _____

Need to use 40 m.p.h. speed limit to allow for maximum 10 m.p.h. change

ESTABLISHMENT OF SPEED ZONES

ZONE NO. _____

ROUTE C.H. 12 FROM East of Turner Drive in Hudson, Illinois
TO 500' west of Turner Drive A DISTANCE OF (500 ft.) 0.10 MILES
IN Hudson, Hudson TOWNSHIP, McLean COUNTY

I SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	85th %	10 MPH PACE UPPER LIMIT
	50	45

V DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	<u>0</u> x 1.0 = <u>0</u>
SMALL BUSINESS DRIVES	<u>0</u> x 5.0 = <u>0</u>
LARGE BUSINESS DRIVES	<u>0</u> x 10.0 = <u>0</u>
DRIVEWAY CONFLICT NUMBER TOTAL	<u>0</u>
<u>0</u> (D.C.N)	= <u>0.00</u>
<u>0.10</u> MILES	CONFLICT NO./MILE

II TEST RUNS

(DELETED)

VI MISCL. FACTORS

PEDESTRIAN VOLUME _____

ACCIDENT RATE RATIO:
COUNTY AVG. = _____
ROUTE

PARKING PERMITTED YES NO

III PREVAILING SPEED

85th PERCENTILE AVG.	<u>50</u> MPH
UPPER LIMIT AVG.	<u>45</u> MPH
PREVAILING SPEED:	<u>47.5</u> MPH

VII PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	_____ %
PEDESTRIAN ADJUSTMENT	_____ %
ACCIDENT ADJUSTMENT	_____ %
PARKING ADJUSTMENT	_____ %
TOTAL (MAX 20%)	_____ %
PREVAILING SPEED	<u>47.5</u> MPH
ADJUSTMENT (MAX 10 MPH)	<u>0</u> %
ADJUSTED PREVAILING SPEED:	<u>47.5</u> MPH

IV EXISTING SPEED LIMITS

ZONE BEING STUDIED	<u>30</u> MPH
VIOLATION RATE	_____ %
ADJACENT ZONES N or (W)	<u>55</u> MPH
LENGTH	<u>55</u> MILES
S or (E)	<u>30</u> MPH
LENGTH	_____ MILES

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT 35 MPH

ANTICIPATED VIOLATION RATE _____ %

RECOMMENDED BY McLean County

ORGANIZATION Highway Department

DATE _____

Need to use 35 m.p.h. to transition speed limits in maximum 10 m.p.h. changes

ESTABLISHMENT OF SPEED ZONES

ZONE NO. _____

ROUTE C.H. 12 FROM 500 ft. west of Turner Drive
 TO 2031 ft. west of Turner Drive A DISTANCE OF (1531 ft.) 0.29 MILES
 IN _____, Hudson TOWNSHIP, McLean COUNTY

I SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	85th %	10 MPH PACE UPPER LIMIT
	50	45

V DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	<u>0</u>	x	<u>1.0</u>	=	<u>0</u>
SMALL BUSINESS DRIVES	<u>0</u>	x	<u>5.0</u>	=	<u>0</u>
LARGE BUSINESS DRIVES	<u>0</u>	x	<u>10.0</u>	=	<u>0</u>
DRIVEWAY CONFLICT NUMBER TOTAL					
	<u>0</u>	(D.C.N)		=	<u>0.00</u>
	<u>0.29</u>	MILES			CONFLICT NO./MILE

II TEST RUNS

(DELETED)

VI MISCL. FACTORS

PEDESTRIAN VOLUME _____

ACCIDENT RATE RATIO:
 COUNTY AVG. = _____
 ROUTE _____

PARKING PERMITTED YES NO

III PREVAILING SPEED

85th PERCENTILE AVG.	<u>55</u>	MPH
UPPER LIMIT AVG.	<u>45</u>	MPH
PREVAILING SPEED:	<u>47.5</u>	MPH

VII PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	_____ %			
PEDESTRIAN ADJUSTMENT	_____ %			
ACCIDENT ADJUSTMENT	_____ %			
PARKING ADJUSTMENT	_____ %			
TOTAL (MAX 20%)	_____ %			
MPH	x	_____ %	=	_____
PREVAILING SPEED		ADJUSTMENT (MAX 10 MPH)		
ADJUSTED PREVAILING SPEED:	_____	MPH		

IV EXISTING SPEED LIMITS

ZONE BEING STUDIED	<u>30</u>	MPH
VIOLATION RATE	_____	%
ADJACENT ZONES N or (W)	<u>55</u>	MPH
LENGTH	_____	MILES
S or (E)	<u>30</u>	MPH
LENGTH	_____	MILES

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT 45 MPH

ANTICIPATED VIOLATION RATE _____ %

RECOMMENDED BY McLean County

ORGANIZATION Highway Department

DATE _____

Need to limit speed to 45 m.p.h. because of adjacent curb and gutter

ORDINANCE AMENDING FINAL PLAT

PARTIAL ROAD RIGHT-OF-WAY VACATION

Cloverhill Circle in the Cloverhill Subdivision, File S-01-01

WHEREAS, TomCin, Inc. has made application to vacate that part of the Cloverhill Circle road right-of way where an entrance sign for the Cloverhill Subdivision is located, said location is immediately south of Lot 16 in Cloverhill Subdivision, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

WHEREAS, said amended final plat vacates a portion of a road right-of-way more particularly described as follows: That part of the 60 foot wide Cloverhill Circle road right-of-way beginning at a point on the south line of Lot 16 in Cloverhill Subdivision lying 136 feet east of the southwest corner of said Lot 16, thence east along the south line of Lot 16, thence south 2.7 feet at right angles with the south line of Lot 16, thence west 10 feet at right angles with the last described course, thence north 2.7 feet at right angles with the last described course to the point of beginning, containing 27 square feet, located in Section 34, Township 24 North Range 1 East of the Third Principal Meridian, McLean County, Illinois; and

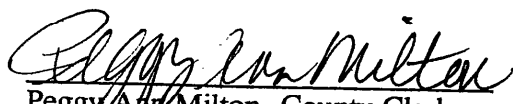
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation; now, therefore,

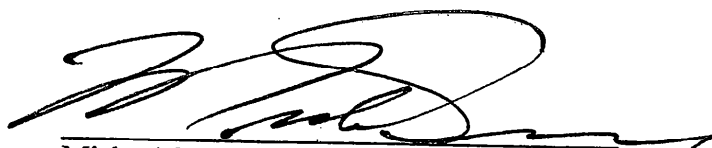
BE IT ORDAINED that the said amended final plat for the partial vacation of Cloverhill Circle be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 18th day of December, 2001

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

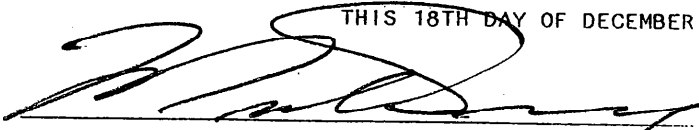
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING					
0833 0003	LEASE/PUR.COMPUTER EQUIP.	64,000.00			
0706 0001	CONTRACT SERVICES	90,000.00			
		-----		0833 0002	PURCHASE/COMPUTER EQUIP. 154,000.00-
		154,000.00			-----
		=====			154,000.00-
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0031 JAIL OPERATIONS					
0833 0002	PURCHASE/COMPUTER EQUIP.	12,606.00			
		-----		0750 0001	EQUIPMENT MAINT. CONTRACT 12,606.00-
		12,606.00			-----
		=====			12,606.00-
<hr style="border-top: 1px dashed black;"/>					
Metro Communication Ctr.					
FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR. PGM 0090 METRO COMMUNICATION					
0750 0003	COMPUTER REPAIR/PARTS/SER	10,100.00			
0760 0001	CONTINGENT	10,000.00			
		-----		0833 0002	PURCHASE/COMPUTER EQUIP. 10,100.00-
		20,100.00		0621 0001	OPERATIONAL SUPPLIES 10,000.00-
		=====			-----
					20,100.00-

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 18TH DAY OF DECEMBER , 2001



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

T. B. Clinic Board					
FUND 0111 DEPARTMENT 0061 HEALTH DEPARTMENT PGM 0062 PERSONAL HEALTH SERVICES					
.0757 0001	NON-EMPLOYEE MEDICAL EXP.	1,900.00		0621 0001 OPERATIONAL SUPPLIES	4,950.00-
0622 0005	VACCINE/PRESCRIPTION MED.	3,250.00		0629 0001 LETTERHEAD/PRINTED FORMS	200.00-

		5,150.00			5,150.00-
		=====			=====

ADOPTED BY THE Tuberculosis Care/Treatment Board Of McLean Cty, Illinois
 THIS 18TH DAY OF DECEMBER , 2001

 PRESIDENT, TB CARE AND TREATMENT BOARD

 ATTEST:
 SECRETARY, TB CARE AND TREATMENT BOARD

PROCLAMATION

WHEREAS, a task force convened by the McLean County Health Department (IPLAN Task Force) has been studying how to reduce tobacco use in order to decrease cancer and cardiovascular disease; and

WHEREAS, tobacco is highly addictive, such that cessation programs, while necessary and helpful, may be unable to substantially reduce the prevalence of tobacco use; and

WHEREAS, most smokers begin smoking as teens or pre-teens; and

WHEREAS, youth tobacco use is a risk factor for other drug use and for other youth problem behavior; and

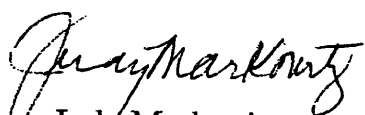
WHEREAS, while there is some potential for improving tobacco prevention education, much is already being done; and

WHEREAS, even a well developed tobacco prevention curriculum has limited power to decrease youth tobacco use; and

WHEREAS, decreasing the availability of tobacco to youth and increasing the cost of use can be effective in lowering youth tobacco use rates,

NOW THEREFORE, the City of Bloomington, Town of Normal, and McLean County endorse active enforcement of laws and ordinances that help keep tobacco products out of the hands of underage youth and urge families, and community members to prevent and decrease youth tobacco use.

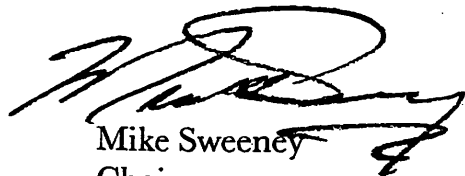
AND FURTHER, we will be active in supporting enforcement of applicable local and state provisions regarding youth access to and possession of tobacco.



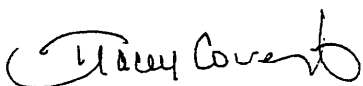
Judy Markowitz
Mayor



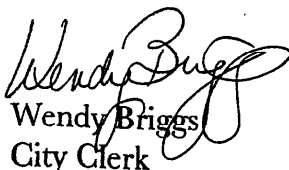
Kent Karraker
Mayor



Mike Sweeney
Chairman



Tracey Covert
City Clerk



Wendy Briggs
City Clerk



Peggy Ann Milton
County Clerk



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

November 28, 2001

Mr. Mike Sweeney
County Board Chairman
McLean County Law and Justice Center
Bloomington, IL 61701

Dear Mr. Chairman,

A collaborative task force convened by McLean County Health Department's Illinois Project for Local Assessment of Needs (IPLAN) has been studying how to reduce tobacco use in order to decrease heart disease and cancer. These conditions are the two leading causes of death among county residents.

The task force has focused initial efforts on the prevention of tobacco use among youth. Statistics reveal that smoking causes more deaths than automobile crashes, HIV infection, suicide and homicide combined. The Surgeon General has also reported that if a youth has not begun to use tobacco before age 18, he or she will most likely never use tobacco.

Based on the above facts we are asking the McLean County Board to consider the following steps:

- Decrease sales of tobacco products to youth through a combination of improved local regulation of tobacco sales and increased enforcement of local and state prohibitions against sale of tobacco to underage youth.
- Increase the cost of smoking to youth by enforcement of local ordinances against youth possession of tobacco, with appropriate fines proportionate to number of prior tobacco ordinance violations.

Our IPLAN group has met with both City of Bloomington and Town of Normal governmental bodies and the McLean County Mayors and Village Presidents to determine how we might all work cooperatively for this cause. We would like to be placed on the agenda for the December Board Meeting. If you have any questions, you may contact me at 888-5446.

Sincerely,

A handwritten signature in cursive script that reads "Jan Morris".

Jan Morris, MS CHES
Health Promotion Program Manager



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 13, 2001

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management to award the bid for the purchase and installation of a new 225 gallon PVI Water Heater for the Law and Justice Center to Mid-Illinois Mechanical, 304 South Mason Street, Bloomington, Illinois.

Mid-Illinois Mechanical submitted the low bid meeting specifications in the amount of \$23,080.00 for all labor and materials to purchase and install the new water heater.

Funds for this purchase were appropriated in the Fiscal Year 2001 adopted budget of the Facilities Management Department, Law and Justice Center program.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmet

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. Gibson
David F.W. Selzer

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

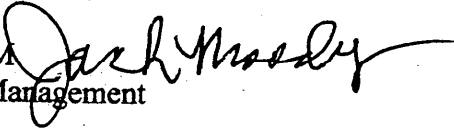
District #10
Benjamin J. Owens
Bob Nuckolls



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

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

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

Date: November 14, 2001

Subj: PVI Water Heater for Law and Justice Center

Contained in the Adopted FY 2001 McLean County Capital Improvement Budget for the McLean County Law and Justice Center is the purchase and installation of a 225 gallon PVI water heater. Attached, please find a copy of this capital budget worksheet.

McLean County Facilities Management solicited bids for this project during the month of October, 2001. A pre-bid conference for all interested bidders was held on October 26, 2001. A public bid-opening was convened as stipulated in the request for proposal on November 9, 2001. Two firms submitted proposals for the project. Mid-Illinois Mechanical, Inc. submitted a bid of \$23,080.00 and Chief City Mechanical, Inc. submitted a bid of \$23,956.00. A copy of the bid tabulation sheet and the two bids received are also attached.

We have reviewed all bids received and discussed the project in detail with the low bidder, Mid-Illinois Mechanical. This firm has a clear understanding of the scope of the project and is prepared to order and install the hot water heater if awarded on the basis of their bid. We have used both firms in the past and are comfortable with Mid-Illinois Mechanical. The concrete pad has already been prepared in the south basement mechanical room for the hot water heater. This hot water heater is needed to maintain DOC required water temperatures in the Jail and Jail Kitchen spaces which will reduce the condensation effect of the existing unit.

The approved budget for this project is \$18,360.00. The low bid is over budget by \$4,720.00. However, due to cost savings during the year we have sufficient funds in the account for the project. It is apparent that we estimated too low in the budget cycle of 2000 for this item.

PVI Water Heater for Law and Justice Center

November 14, 2001

Page two

Because the hot water is a critical item for the Jail and related areas of the building, because this item is needed to maintain DOC water temperature codes, and because we have sufficient funds for the project, Facilities Management, therefore, kindly requests and recommends approval of the Mid-Illinois Mechanical, Inc. bid.

Thank you for your kind consideration.

JEM:

Enclosures

Bid Opening
Project: Purchase and Complete Installation
Of a Specified 225 Gallon Hot Water Heater for
McLean County Law and Justice Center, Bloomington, Illinois
Friday, November 9, 2001, at 2:00 p.m.
Room 703
Bid Tabulation Sheet:

<u>Bidder:</u>	<u>Bid:</u>
1. <u>Mid-Illinois</u>	<u>\$ 23,080.00</u>
2. <u>Chief City</u>	<u>\$ 23,956.00</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Tom Hall
Officiating Bid Opening

Jack Moody
Officiating Bid Opening

From:

Bidders Form

Page five

Bidder's Name: Mid-Illinois Mechanical, Inc.

Bidder's Address: 304 S. Mason St.

City/State/Zip Code: Bloomington, IL 61701

Telephone Number: 309) 828-0459

RECEIVED

NOV 09 2001

Facilities Mgt. Div.

To: **McLean County**
104 W. Front Street
Bloomington, Illinois 61702-2400

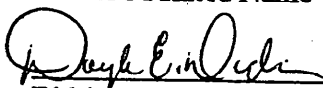
To Whom it May Concern:

I have received and reviewed the documents entitled "INVITATION TO BID PROJECT: PURCHASE AND COMPLETE INSTALLATION OF A SPECIFIED 225 GALLON HOT WATER HEATER FOR McLEAN COUNTY LAW AND JUSTICE CENTER, BLOOMINGTON, ILLINOIS". I have examined all documents and the referenced specifications on the bid documents and all attachments and have familiarized myself with the local delivery and installation conditions affecting the scope of this project and do herewith submit the following bid.

In submitting this bid, I agree:

1. To hold my bid valid for a minimum of sixty (60) days from the stated expiration date of the receipt of all bids.
2. To enter into and accept a purchase order from COUNTY if awarded on the basis of my bid.
3. To furnish Certificates of Insurance in accordance with the instructions contained in the "INVITATION TO BID".
4. To perform delivery, installation, and successful start-up and operation of all equipment and installations in accordance with the bid specifications.
5. To ensure that all items fully comply with all federal, state, and local codes, laws, ordinances, regulations, policies, and provisions governing same.
6. Please see attached/returned Bidder's Sheet which is our bid for this project.

Douglas E. Dodson
Bidder's Printed Name


Bidder's Signature

Secretary
Title of Bidder

11-09-01
Date Submitted

Name of Bidder (Firm): Mid-Illinois Mechanical, Inc.

Signature of Bidder: 

Bid:

Delivery, all installation, all plumbing, all electrical work, all insulation, all vent flues, all permits, start-up, and successful operation of one (1) PVI Industries, Inc. Turbopower Gas Packaged Water Heater Model Number 500 N 225A-TP to be installed in the south basement mechanical room of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois:

Bid: \$ 23,080.00

PVIWaterHeaterBid.Doc

From:

Bidders Form

Page five

Bidder's Name: CHIEF CITY MECHANICAL INC.

Bidder's Address: P.O. BOX 679

City/State/Zip Code: BLOOMINGTON, IL 61702

Telephone Number: (309) 827-0099

To: McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400

To Whom it May Concern:

I have received and reviewed the documents entitled "INVITATION TO BID PROJECT: PURCHASE AND COMPLETE INSTALLATION OF A SPECIFIED 225 GALLON HOT WATER HEATER FOR McLEAN COUNTY LAW AND JUSTICE CENTER, BLOOMINGTON, ILLINOIS". I have examined all documents and the referenced specifications on the bid documents and all attachments and have familiarized myself with the local delivery and installation conditions affecting the scope of this project and do herewith submit the following bid.

In submitting this bid, I agree:

1. To hold my bid valid for a minimum of sixty (60) days from the stated expiration date of the receipt of all bids.
2. To enter into and accept a purchase order from COUNTY if awarded on the basis of my bid.
3. To furnish Certificates of Insurance in accordance with the instructions contained in the "INVITATION TO BID".
4. To perform delivery, installation, and successful start-up and operation of all equipment and installations in accordance with the bid specifications.
5. To ensure that all items fully comply with all federal, state, and local codes, laws, ordinances, regulations, policies, and provisions governing same.
6. Please see attached/returned Bidder's Sheet which is our bid for this project.

CHIEF CITY MECHANICAL INC.
Bidder's Printed Name

VICE PRESIDENT
Title of Bidder

Terry Field
Bidder's Signature

11/09/01
Date Submitted

26

RECEIVED

NOV 09 2001

Facilities Mgt. Div.

Name of Bidder (Firm): CHIEF CITY MECHANICAL INC.

Signature of Bidder: Terry Gadd

Bid:

Delivery, all installation, all plumbing, all electrical work, all insulation, all vent flues, all permits, start-up, and successful operation of one (1) PVI Industries, Inc. Turbopower Gas Packaged Water Heater Model Number 500 N 225A-TP to be installed in the south basement mechanical room of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois:

Bid: \$ 23,956.00

2001 CAPITAL IMPROVEMENT BUDGET

<p>Department: Facilities Management Sub Department: 50/Law & Justice Center Fund: General Line Item: 801.0001</p> <p>Scheduled Start: 2001 Scheduled Completion: 2001</p> <p>Project Manager: Jack Moody Project Type: Replacement Status: Necessary Quarter Needed: Jan-March</p> <p>Expected Life of Purchase: 10 years</p>	<p>Current Situation: Existing PVI Heater provides reduced temperature to the jail for DOC regulation. The reduced temperature reduces the life expectancy due to condensation.</p>	<p>Proposed Changes: Install a new water heater with a mixing valve so the full temperature range of the heater can be done to reduce condensation and extend the life of the replacement.</p>
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	2001	2002	2003	2004	2005	Total
Cost Incurred	\$18,360					\$18,360



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 13, 2001

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

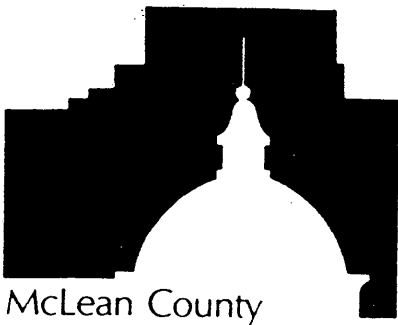
Your PROPERTY COMMITTEE herewith respectfully recommends approval and award of the attached approved vendor list for bids and quotations received for the purchase of janitorial and paper supplies for Fiscal Year 2002.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Heselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney PA. "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 F. W. Selzer	District #8 Paul R. Segobiano Tori Renner	District #10 Benjamin J. Owens Bob Nuckolls

229



McLean County

NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

DATE:

TO: Chairman and Members of the Property Committee

FROM: Sharon VanNote, Director of Domestic Service

RE: 2002 Approved Vendor List for Janitorial & Paper Supply

According to my analysis of the janitorial & paper quotations, I would recommend that the following vendor list be approved for the year 2002.

MILLER JANITORIAL SUPPLY

DARYL MILLER - 452-8396

mop wringer downward pressure Combo 7577	59.33 ea
17" black stripping pads Razorback ETC	17.20 cs
13" black stripping pads Razorback ETC	12.80
13" blue scrubbing pads Razorback ETC	8.05
air freshner Spartan Airlift	51.04 cs
scrubbing sponges	21.20 cs
SD-20 12-18 oz cans	27.24 cs
SD-20 5 gal	27.47 cs
floor sealer 5 gal Spartan Shinline Seal	53.55
floor wax 5 gal Spartan On & On	49.94
stripper 5 gal Spartan Emulafiser	44.07
floor cleaner & restorer Sun Swept	10.41 gal
germicidal cleaner 1 oz HDQ	45.42 5 gal
germicidal cleaner - 2 oz DMQ	28.10- 5 gal

PROFESSIONAL MEDICAL

MATTHEW BARNES 1-800-648-5190

paper towel flat single fold	11.25 cs
1 ply toliet tissue	28.90 cs
2 ply toliet tissue	24.90 cs
spoons	5.97 cs
forks	5.97 cs
knives	5.97 cs
3/4 oz paper souffle	18.55 cs
8 oz stryfoam cups	12.01 cs

CLARK

CHRIS 309-693-3636

can liner 15x9x33	HCR336	Colonial	12.71	cs
can liner 15x9x23	HCR246	Colonial	9.11	cs
paper towel C-fold	NIBRO22223	Colonial	15.82	cs
facial tissue	NIBROC 47112		12.17	cs
1 ply napkins 13x13	NIBROC 35624		27.64	cs
1 ply napkins 8x13.5	NIBROC 32680		26.00	cs
placemats	Smith Lee 30659		12.30	cs
straws	Sweetheart 875W		39.23	cs
wax sandwich bags	Mareal 5062		55.20	cs
6" plates	Sweetheart FS6BP4		13.50	cs
9" plates	Sweetheart FS9DP4		13.54	cs
4 oz bowls	Sweetheart FS5DP4		13.12	cs
12 oz bowls	Sweetheart FSD1BN		16.54	cs
6x5 cling film	Anchor		5.53	rl
18 x 2000 cling film	Anchor		11.14	rl
aluminum foil 18x1000	Anchor		38.68	rl
coffee stirrs	Jet UP41-N		9.01	cs
6 oz paper cups	Dart 6J6		10.28	cs
7 oz paper cups	Sweetheart R7N		39.41	cs
lids	Dart 8JL		7.21	cs

GRAINGER

TIM MCCARTHY 309-672-2900

20 X 13 X 39 liners	Pitt 3U831	9.99	cs
---------------------	------------	------	----

JAN SAN

1-800-252-1650

bowl cleaner		24.12	cs
polypropylene broom		4.83	ea
wet mop handle screw type		3.73	ea

HUNDMAN LUMBER

BEN ELBLE 309-663-0339

paper towel 9"x375	4C377 Ft. James	30.14	cs
6" paper plate	AJM	7.74	cs
gloves Non latex	FDA approved syentic	22.05	cs
1 oz cups	Vollrath	23.01	cs
dust pan		1.69	cs
36" dust mop heads	Wilten C306036	81.30	cs
18" dust mop heads		51.95	cs
pipe opener	Essential	20.00	cs
10 qt. pail	Impact	2.79	ea
brillo pads	Glito Microto	29.87	ea
spray bottles	Continental #924B	.29	ea
spray trigger	#922H	.55	ea
scouring powder	Comet	25.19	ea
counter brush	E405209	2.49	ea
glass cleaner	E #103	17.79	cs
dust mop treatment		29.35	cs

VONACHEN

MARK DICKMAN 1-800-322-5344

22X16X58 can liners	SSS12032 Tuff	10.54	cs
9 1/2 x 9 1/2 bleached towel	Bay West 480	12.06	cs
1 ply 4"x5" single fold toilet tissue	Bay West 115	34.48	cs
3RT Jr. Scott Jumbo roll toilet tissue	Bay West 1002	20.35	cs
24" dust mop head	SSS37249	5.68	ea
54" wet mop handle	RMH516	5.86	ea
20 oz wet mop head	RM Super Stitch	24.62	cs
24 oz rayon mop head	RM Super Stitch	32.82	cs
mop bucket with casters	RM 7570 Bronze	26.18	ea
mop bucket heavy duty steel construction	RM 7570 Bronze	46.85	ea
folding wet floor signs	Continental 124	10.88	ea
carpet spot remover	SSS Carpet	26.00	cs
sanitary napkins	Maxi Thins	30.18	cs
tampons	Tampax	53.12	cs
hand soap refills	KC Sani Fresh bowl wash	28.08	cs
toilet bowl swabs		.45	ea
drain plungers	Impact Pro plunger	3.90	ea
window squeegees	Brass Window Squeegees	7.94	ea
replacement blade		1.40	ea
neutralizer	Dibs	31.70	cs

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 19th day of December, 2000 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

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

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

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

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

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

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

In addition, HOSPITAL agrees to:

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

THE BOARD AGREES TO:

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

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2001 through December 31, 2001), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$40,335.56 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2002 through December 31, 2002), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$41,948.98 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2001 and terminate on December 31, 2002 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

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

This provision does not apply to arranging for medical coverage during absences.
7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

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

APPROVED by the McLean County Board this 19th day of December, 2000.

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

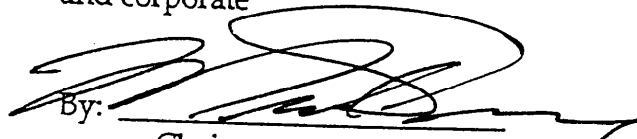
ATTEST:

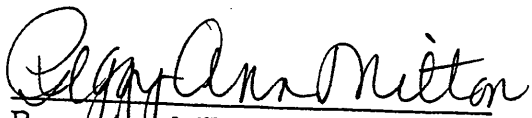
By: _____
Secretary

By: _____

COUNTY OF McLEAN, a body politic and corporate

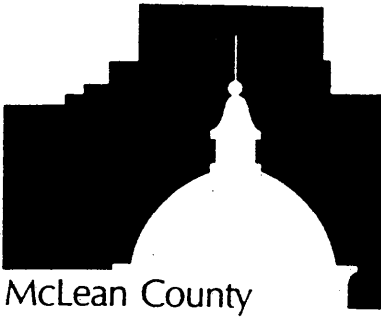
ATTEST:

By: 
Chairman
McLean County Board


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

APPROVED:

David Owens
McLean County Sheriff



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE:	NOVEMBER 28, 2001
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JNA</i>

TOPIC: RECOMMENDATION FOR ANNUAL COMPENSATION TO OSF HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR PHYSICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility is in effect from January 1, 2001 through December 31, 2002. However, the annual compensation rate is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectfully recommend that the annual compensation with OSF Health Care System and Kenneth Inoue, M.D., be increased by 4% from \$40,335.56 to \$41,948.98, effective January 1, 2002. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved FY 2002 budget for the McLean County Adult Detention Facility Physician for calendar year 2002.

Dr. Inoue has served as the MCDF Physician since July of 2000, and we have been very satisfied with his medical expertise and practice style. Continuity of services and an on-going awareness of policies, procedures, and treatment options continue to be very important factors in the provision of responsible health services to the inmate population. In addition, on-call coverage and support services are provided by the OSF HealthCare System through physicians in the OSF Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

CONTRACT 553140-CY02

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

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

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2002 through December 31, 2002, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-THREE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$63,860) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

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

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
 - a. Crisis Team screening and assessment response \$57.00 hr/person
 - b. Nurse consultation (phone or in person) \$57.00 hr
 - c. On-site psychiatrist services (phone or in person with travel) \$126.00 hr
 - d. Psychiatrist sessions \$57.00 session
 - e. Scheduled In-house assessment & services \$39.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

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

553140-CY02

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

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

David Owens,
McLEAN COUNTY SHERIFF

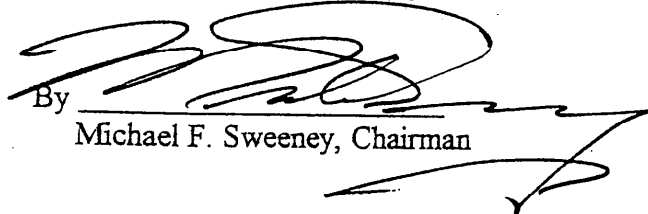
McLEAN COUNTY CENTER FOR HUMAN SERVICES

By _____

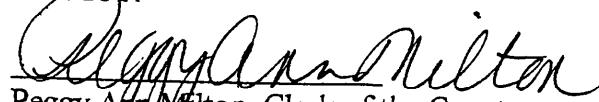
McLEAN COUNTY BOARD OF HEALTH

By _____
Joanne Maitland, President

McLEAN COUNTY BOARD

By 
Michael F. Sweeney, Chairman

ATTEST:


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



**DETENTION FACILITY
HEALTH SERVICES DEPARTMENT**

(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE: November 28, 2001
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE
COMMITTEE
FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JN*

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN
COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF
MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION
FACILITY.

The current contract for the McLean County Center for Human Services expires on December 31, 2001. This contract allows us to provide mental health services for the inmate population including counseling, crisis intervention, and psychiatric sessions. At this time, we respectfully recommend renewal of the contract with McLean County Center for Human Services for the year 2002.

There are no additions or deletions in the contract language or services provided. Projected expense for this contract for FY 2002 is \$63,372.00, and is based on utilization figures from 2001 and regularly scheduled hours for the counselors and psychiatrist. This estimated figure is within the parameter of the approved FY 2002 budgeted amount of \$63,860.00 for mental health services in the McLean County Detention Facility, and represents a total increase of 3.0% from the amount budgeted in FY 2001.

We also would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

Amendment to the Contract
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 4, 1., the annual "compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN..." for the period of 1/1/02 – 12/31/02 shall be \$10,389 per year payable on a monthly basis. All other terms and conditions of the 2-year agreement shall remain in effect.

APPROVED by the McLean County Board this _____ day of _____, 2001.

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a
St. Joseph Medical Center, Bloomington,
Illinois

By: _____

ATTEST:

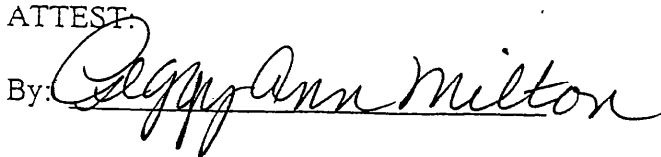
By: _____

COUNTY:

COUNTY OF MCLEAN, body
Politic and Corporate

By: 

ATTEST:

By: 

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 18th day of December, 2001, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2002, through December 31, 2002, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 1. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

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

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

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

III. Groups

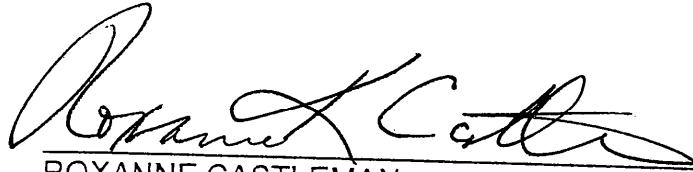
Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$23, 266 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

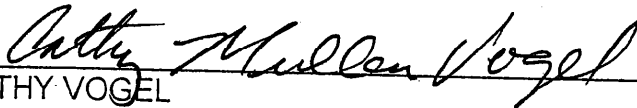
- a. Crisis call screening and assessment response \$ 73.77 hr.
 - b. Scheduled In-house individual counseling \$ 40.98 hr.
 - c. Scheduled group counseling \$ 62.83 per session.
4. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of Cathy Vogel upon thirty days written notice; or
 - b. At the request of the BOARD upon thirty days written notice; or,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
 5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
 6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
 7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
 8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
 9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

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

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

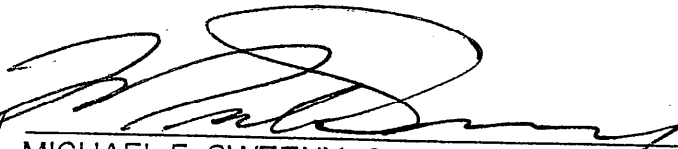


ROXANNE CASTLEMAN
MCLEAN COUNTY JUVENILE DETENTION CENTER



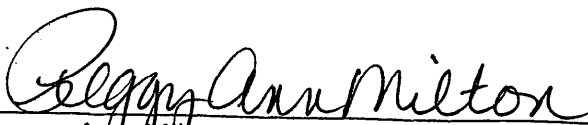
CATHY VOGEL

MCLEAN COUNTY BOARD

By 

MICHAEL F. SWEENY, CHAIRMAN

ATTEST:



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



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 13, 2001

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to approve the Maintenance Service Contract with Paxtons, Inc., Bloomington, Illinois, for the maintenance and service on five (5) IBM typewriters.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmert

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 F. Setzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Saich
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

51

Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department

104 W. Front St.

Bloomington, Il. 61702-2400

Contact Name Jan Clark

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

Service Commencement Date 1/1/02 jc

Payable: Monthly Quarterly Annual

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

Acceptance

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

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

Term

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

Service Availability

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

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

Monday through Friday 8 am
5 pm

Excluding holidays indicated

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

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

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

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

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

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

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

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

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

Charges

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

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

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

Exclusions

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

Termination

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

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

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

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

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

Hazardous Products

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

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

Limitation of Liability

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

Indemnification

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

General

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

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

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

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

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

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date 11/20/01

Customer Name McLean County Sheriff's Dept.

58

Address 104 W. Front St.

By *DeSilva*

Title Sheriff Date 11/20/01

Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated 01-01-02, between _____ (Customer) and Company at the rates and on the equipment listed below:

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

Model	Serial	Description	Option	PW	Price
WW 35	11-WB144	Typewriter	Joy		\$150.00
WW 2500	11-24360	Typewriter	Cee Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29540	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
TOTAL					\$750.00

Accepted
 Company Signature *Jim Killoran*
 Printed Name Jim Killoran

Title Service Manager Date: 11/20/01
 Company Signature *David Owens*
 Printed Name David Owens
 Title Sheriff Date: 11/20/01



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 13, 2001

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff to approve the following bid award for the purchase of seven (7) police squad cars and one (1) passenger transport van for use by the Sheriff's Department:

Five (5) 2002 Ford Crown Victoria Police Package to Landmark Ford, Springfield, Illinois

Two (2) 2002 Chevrolet Impala Police Package to Miles Chevrolet, Decatur, Illinois.

One (1) 2002 Ford Passenger Van to Heller Ford, El Paso, Illinois.

Funds for the purchase of the seven (7) police squad cars and one (1) passenger van for the Sheriff's Department were approved in the Fiscal Year 2002 adopted budget of the County Board.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2002, the EXECUTIVE COMMITTEE herewith respectfully recommends approval of the recommendation received from the JUSTICE COMMITTEE.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Roaman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney PA. "Sue" Berglund	District #9 Gene Saich Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Susie Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David R. Jeter	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Vendor Bids for 2002 Ford Crown Victoria

DEALER	BID PER CAR	X 5 CARS	5 TRADE IN CARS	TOTAL PURCHASE PRICE
Landmark Ford, Springfield	\$20,486	\$102,430	\$29,100	\$73,330
Bob Ridings Ford, Springfield	\$20,598	\$102,990	\$27,100	\$75,890
Dennison Ford, Bloomington	\$21,477	\$107,385	\$29,700	\$77,685
Heller Ford, El Paso	\$20,797	103,985	\$17,500	\$86,485

Vendor Bids for 2002 Chevrolet Impala

DEALER	BID PER CAR	X 2 CARS	2 TRADE IN CARS	TOTAL PURCHASE PRICE
Miles Chevrolet, Decatur	\$18,658.50	\$37,317	\$7,000	\$30,317
Heller Chevrolet, Chenoa	\$19,735	\$39,470	\$6,500	\$32,970

Vendor Bids for 2002 Passenger Van

DEALER	BID PER CAR	1 TRADE IN CAR	TOTAL PURCHASE PRICE
Heller Ford, El Paso	\$22,251	\$2,000	\$20,251
Bob Ridings, Springfield	\$23,249	\$1,600	\$21,649

64



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 13, 2001

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for the purchase of twenty (20) replacement radios for use in the Adult Detention facility to Kenwood Communications Corp., Elk Grove Village, Illinois at the State of Illinois contract bid price of \$462.00 per radio.

Funding for the purchase of the twenty (20) replacement radios has been appropriated in the Sheriff's Department fiscal year 2001 adopted budget.

Respectfully submitted,

The JUSTICE 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 Emmert

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George J. Gordon
David W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

45




ILLINOIS NOTICE OF AWARD ILLINOIS

April 17, 2001

NOTICE OF AWARD #2321

TO: All State Agencies, Elected Officials, Boards and Commissions whose requirements are procured through the Procurement Services Division and Local Governmental Units authorized to participate in Joint Purchasing. Also available, at their option, to State Colleges and Universities who, by statute, must have Illinois State Police Communications Services Section's approval.

FROM: Michael S. Schwartz, Director 

SUBJECT: Contract Covering Radio Equipment: Low Band, High Band, UHF, Paging, Remote Control Equipment and Tower, Cable Antennas and Hardware

THIS NOTICE OF AWARD CANCELS AND SUPERSEDES NOTICE OF AWARD #2064, DATED APRIL 26, 1999.

PROCUREMENT CLASSIFICATION
NUMBER AND NAME:

3601-550 Mobile Communications Equipment

PERIOD COVERED BY CONTRACT:

April 19, 2001 thru February 28, 2002

TERM CONTRACT NUMBERS:

4008701 thru 4008705

BUYER AND TELEPHONE NUMBER:

Mary Kay Gonterman, (217) 785-3867

CMS

ILLINOIS

George H. Ryan, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael S. Schwartz, Director

PROCUREMENT SERVICES DIVISION
801 WILLIAM G. STRATTON BUILDING
SPRINGFIELD, ILLINOIS 62706

66
664

<u>VENDOR NAME AND ADDRESS:</u>	Listed Within
<u>VENDOR NUMBER/FEIN:</u>	Listed Within
<u>VENDOR BUSINESS CLASS CODE:</u>	Listed Within
<u>VENDOR ORGANIZATIONAL STRUCTURE:</u>	Listed Within
<u>DELIVERY:</u>	Listed Within

ORDERING INSTRUCTIONS FOR STATE AGENCIES:

Agencies with on-line access to IGPS can prepare and transfer Contract Release Orders electronically.

Agencies without on-line access to IGPS should prepare and forward to the Procurement Services Division a Standard Requisition Form (IL401-0067) showing the following information:

1. Appropriation Account Code Number.
2. Identify as "Request for Contract Release Order".
3. The Contract Number.
4. The 11-digit Commodity Identification Number(s) (CIN) with a brief description of the item(s), quantity and unit price.
5. The Vendor Name and Number (FEIN).
6. A contact name and telephone number for each delivery location.

Forward the requisition for approval to:

Illinois State Police
 Communications Services Section
 531 Sangamon Avenue
 Springfield, IL 62702

The requisition will then be forwarded to the Procurement Services Division where a release order will be created that will be obligated at the Comptroller's Office with copies sent to the vendor and the agency.

NOTE: Agencies *must* submit a C.O.D. form along with their requisition to facilitate obligation to the Communications Services Revolving Fund.

State Colleges and Universities must additionally obtain prior approval from ISP Communications Section prior to issuing their own orders.

ORDERING INSTRUCTIONS FOR JOINT PURCHASING MEMBERS:

Any authorized Local Unit of Government or qualified Workshop that may participate in this contract shall be responsible for issuing purchase orders direct to the vendor, processing invoices and making payments due the vendor. Each order must refer to the State Contract Number and the Joint Purchasing Member's ID Number.

INVOICES:

(A) State Agencies and Elected Officials

Invoices will be submitted by the vendors directly to:

Illinois State Police
Communications Services Section
531 Sangamon Avenue
Springfield, IL 62702

(B) Authorized Governmental Units

Invoices will be submitted by the vendor as directed on the purchase order.

PRICES:

Prices are net, F.O.B. delivered.

TERMS:

Net 30 Days.

TECHNICAL INFORMATION:

Complete specifications may be obtained from:

Illinois State Police
Communications Services Section
531 Sangamon Avenue
Springfield, IL 62702
Phone: (217) 785-1682

All technical specification questions should be referred to the above.

GENERAL REQUIREMENTS:

- A) All line items shall include installation, six month's maintenance and testing in the price per unit. This maintenance shall include all parts, labor, travel costs and test equipment and all base equipment shall be maintained on a 24-hour, 7-days-a-week basis. Response to the location shall be within four hours. Equipment will be maintained at or better than original manufacturer specifications. Failure to affect repair of any equipment within 24 hours after notification will require written details for delay to user agency. The vendor is not responsible for negligence and abuse by State personnel.
- B) The vendor shall be responsible for furnishing all material, parts, engineering and labor to supply, install and put into operation the equipment being required. All costs, without exception, for labor, material and necessary work by sub-contractors shall be borne by the vendor. If sub-contractors are used, they shall meet the approval of the Illinois State Police and be supervised by the vendor at each installation. When completed, all installations shall be subject to the inspection and approval by the user agency and/or the Illinois State Police for performance, neatness of appearance and workmanship. Prior to final acceptance of the radio equipment, contractor shall establish that all performance requirements of the specifications have been satisfied.
- C) The contractor shall furnish a schedule stating the total time (in calendar days) required to complete delivery and/or installation and testing of the specified equipment.
- D) Equipment/F.C.C. checks will be performed at the time of original installations and again with the last 30 days of the six months' maintenance program. A copy of the information obtained during these preventative maintenance checks shall be submitted on State-provided forms to the Illinois Division of Telecommunications and the other using agency personnel designated at the time of the award.
- E) Installation certificates shall be provided when circumstances dictate. Installation certificates shall be valid for 12 months from date of issue. Credit to be issued to using agency for order amount of installation and maintenance if not used in that period of time.
- F) All line items also shall include a price per unit without installation, six months' maintenance and testing. (This shall not eliminate at least 90 days' full warranty on labor and 12 months' warranty on parts, batteries and accessories from date of acceptance.)
- G) Special Requirements: All radio equipment (not including antennas, feedlines, mikes, speakers or cables) furnished by the vendor shall have equipment serial numbers internally stamped (impregnated) on the unit chassis mainframe at an inconspicuous location to be determined by the vendor. Serial number may be

located in prom memory in lieu of stamping on chassis. This shall be done prior to shipment and the information as to location will be made available only to Law Enforcement Investigation Agencies in cooperation with Telecommunications.

- H) One copy of the instruction/maintenance manual of all equipment supplied to State agencies shall be sent to: Illinois State Police, 531 Sangamon Avenue, Springfield, IL 62705. It shall include the name of the department to whom the equipment was supplied. Each department shall have a manual in file for each type of equipment including accessories provided.
- I) All transmitters (base, mobile and portable) shall be equipped with time-out timers that will deactivate the transmitter in no more than three minutes.
- J) All transmitters shall be equipped with tone squelch encoders including frequency determining devices.
- K) If deleted options are indicated, the deleted price may be utilized to purchase the deleted item during the contract period for that or similar model number radios. (Cannot be exercised unless equipment line item is purchased by some agency during contract period.)
- L) All frequency determining devices shall be individually temperature compensated.
- M) CTCSS Elapsed Time: In the case of all tone squelch receivers, the response time shall be no more than 225 milliseconds. In the case of all mobile relays (repeaters), the response time shall be no more than 250 milliseconds.
- N) On control heads, all volume controls must be on left side and squelch controls on right. Squelch control shall open squelch when rotated counterclockwise and set squelch when rotated clockwise when head or portable is viewed from front or top. At the option of the using agency, carrier squelch control may be substituted by momentary disable switch.
- O) Fuse and Cabling Standard: All fuses shall be protected from dust, dirt and moisture (enclosed type fuse holders). All cables shall be P.V.C. insulated to reduce corrosion and wear.
- P) Three instruction/maintenance manuals will be provided with each unit of fixed site equipment (base stations, satellite receivers, remote control consoles, paging encoders, etc.).
- Q) All measurements required in specifications are per E.I.A. standards.

SPECIAL SHIPPING INSTRUCTIONS:

Each carton to have the appropriate frequencies, model and serial number printed on the outside. If channel frequencies are duplicated by internal strapping, channel devices not in the radio are to be bulk shipped to locations of delivery indicated at time of award or to Telecommunications.

LIQUIDATED DAMAGES PROVISION:

If the contractor fails to deliver the equipment and/or perform services in compliance with the terms of this contract, he shall be liable to the State or other Governmental Unit by credit memorandum or otherwise, for fixed, agreed and liquidated damages and not as a penalty, in the amount of 1% of unit price per unit involved for each calendar week or any portion thereof during which the failure to comply continues. A calendar week shall be considered as beginning at 8:00 a.m. local time Monday and ending 5:00 p.m. local time Friday. Liquidated damages shall begin to accrue on the first Monday following receipt by the contractor of written notification from the State or other Governmental Unit that such default under this contract exists. The State or other Governmental Unit may terminate this contract or any portion thereof on first discovering that such a default exists or after a period during which liquidated damages have accrued as aforesaid and no permanent remedy satisfactory to the State or other Governmental Unit appears likely. In either of the foregoing events, the contractor shall be liable for liquidated damages as aforesaid until such time as the State or other Governmental Unit may reasonably obtain delivery or performance of similar equipment and/or service. It is understood and agreed, however, that none of the foregoing provisions of this paragraph shall apply if contractor's default results directly from conditions or events beyond his control, including but not by way of limitation, acts of God or the public enemy, acts of the State or other Governmental Unit in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of raw materials or unusually severe weather.

<u>VENDOR NAME AND ADDRESS</u>	<u>CONTRACT NUMBER</u>	<u>VENDOR F.E.I.N.</u>	<u>DELIVERY TIME ARO</u>
Com Net Ericsson CRS Inc. 31 W 007 North Avenue Suite 104 West Chicago, IL 60185-0001	4008704	251849837-00	30 Days Quote# MBP21010

Contact: David Adolf, (800) 368-3277 or (630) 293-6707

Billing From:
Com-Net Ericsson
3315 Old Forest Road
Lynchburg, VA 34501

West Chicago, IL
630 293 6700
John Rosoki

Org. Structure: Corp. w/o Medical or Tax Exempt
Business Class Code: NNLEN

Kenwood Communications Corp. Advanced Plm 600 E Higgins Rd. Suite 1A Elk Grove Vilge, IL 60007-1519	4008702	330549133-00	30 Days
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Contact: Barry Morris (800) 752-0986

Org. Structure: Corp. w/o Medical or Tax Exempt
Business Class Code: NNLEN

Motorola Inc. 1313 E. Algonquin Rd. Schaumburg, IL 60196-4041	4008703	361115800-00	30 Days
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Contact: David Lander, (800) 283-3555 or (309) 663-6004

Org. Structure: Corp. w/o Medical or Tax Exempt
Business Class Code: NNLEN

Securicor Wireless Inc. 1690 N. Topping Kansas City, MO 64120-1224	4008701	330707448-00	90 Days
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Contact: Shirley Davis, (800) 669-4567 ext. 1395

Org. Structure: Corp. w/o Medical or Tax Exempt
Business Class Code: NNLEN

St. Louis Electronics Inc.
Wireless USA
3115 Dotmar Drive
Springfield, IL 62703-0001

4008705

431665282-01

45 Days

Contact: Gary Maley (866) 523-9872 or (217) 523-1200

Org. Structure: Corp. w/o Medical or Tax Exempt
Business Class Code: NNLEN

PRICE SHEET

TIC-266

CONTRACT NO.: PSD4008702
T-NUMBER : T5670

TERM CONTRACT

VENDOR: KENWOOD COMMUNICATIONS CORP

PAGE: 15

LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00288	COMPLETE PROGRAMMING SOFTWARE AND CABLE KIT COMMODITY NO: 3601-551-0495 RADIO, UHF PORTABLE, 6 CHANNEL, 4 WATTS BRAND: KENWOOD MODEL: ILL2001, TK380K	2	EACH	\$ 462.8000	
00289	COMMODITY NO: 3601-551-0496 COMPREHENSIVE SERVICE MANUAL	2	EACH	\$ 30.0000	
00290	COMMODITY NO: 3601-551-0497 COMPLETE PROGRAMMING SOFTWARE AND CABLE KIT	2	EACH	\$ 160.0000	
00291	COMMODITY NO: 3601-551-0595 RADIO, UHF PORTABLE, 6 CHANNEL, 4 WATTS, SPEAKER MIC. BRAND: KENWOOD MODEL: ILL2001	1040	EACH	\$ 470.6000	
00292	COMMODITY NO: 3601-551-0596 COMPREHENSIVE SERVICE MANUAL	5	EACH	\$ 30.0000	
00293	COMMODITY NO: 3601-551-0597 COMPLETE PROGRAMMING SOFTWARE AND CABLE KIT	2	EACH	\$ 160.0000	
00321	COMMODITY NO: 3601-551-0178 RADIO, UHF PORTABLE, 48 CHANNEL, 4 WATTS, SCAN, SPEAKER MIC. VEHICULAR CHARGER BRAND: KENWOOD MODEL: ILL2001 DELIVERY 30 DAYS ARO	2	EACH	\$ 759.8500	
00322	COMMODITY NO: 3601-551-5178 RADIO, UHF PORTABLE, 48 CHANNEL, 4 WATTS, SCAN, SPEAKER MIC. VEHICULAR CHARGER.	2	EACH	\$ 809.8500	

26

PRICE SHEET

CONTRACT NO.: PSD4008702
T-NUMBER : T5670

TERM CONTRACT

VENDOR: KENWOOD COMMUNICATIONS CORP

PAGE: 16

LINE NO.	ILLINOIS COMMODITY NUMBER/DESCRIPTION	QUANTITY FROM/TO	UNIT OF MEASURE	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	WITH INSTALLATION				
	BRAND: KENWOOD MODEL: ILL2001				
	DELIVERY 30 DAYS ARD				
00323	COMMODITY NO: 3601-551-0197 COMPREHENSIVE SERVICE MANUAL	2	EACH	\$ 30.0000	
00324	COMMODITY NO: 3601-551-0198 COMPLETE PROGRAMMING SOFTWARE AND CABLE KIT	2	EACH	\$ 160.0000	
00375	COMMODITY NO: 3601-551-0885 RADIO, VHF LOW AND VHF HIGH DUAL, BAND MOBILE, TRUNK MOUNT, SINGLE CONTROL HEAD, 110 WATTS, 160 CHANNELS, DUAL PRIORITY SCAN.	2	EACH	\$ 2,063.1100	
00376	COMMODITY NO: 3601-551-5885 RADIO, VHF LOW AND VHF HIGH DUAL, BAND MOBILE, TRUNK MOUNT, SINGLE CONTROL HEAD, 110 WATTS, 160 CHANNELS, DUAL PRIORITY SCAN.	2	EACH	\$ 2,263.1100	
	WITH INSTALLATION				
00377	COMMODITY NO: 3601-551-0886 COMPREHENSIVE SERVICE MANUAL	2	EACH	\$ 60.0000	
00378	COMMODITY NO: 3601-551-0887 COMPLETE PROGRAMMING SOFTWARE AND CABLE KIT	2	EACH	\$ 160.0000	
00379	COMMODITY NO: 3601-551-0890 RADIO, VHF LOW & VHF HIGH DUAL, BAND MOBILE, TRUNK MOUNT, SINGLE CONTROL HEAD, 110 WATTS, 160 CHANNELS, DUAL PRIORITY SCAN, W/VHF HIGH BAND PORTABLE RADIO, 5 WATTS, 160 CHANNELS, DUAL PRIORITY SCAN, VEHICULAR CHARGER, AND VHF HIGH BAND VEHICULAR REPEATER.	2	EACH	\$ 3,941.2000	
00380	COMMODITY NO: 3601-551-5890 BAND MOBILE, VHF LOW & VHF HIGH DUAL,	2	EACH	\$ 4,141.2000	

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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 13, 2001

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for the purchase of a 25-watt radio repeater for use in the Adult Detention facility to Hill Radio, 2503 G E Road, Bloomington Illinois. Hill Radio submitted the low bid meeting specifications in the amount of \$1800.00.

Funding for the purchase of the 25-watt radio repeater has been appropriated in the Sheriff's Department fiscal year 2001 adopted budget.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Heselton
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 L. Gordon
David F. W. Sizer

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

76



ILLINOIS

NOTICE OF AWARD

August 21, 2001

AMENDMENT #1
to
NOTICE OF AWARD #2321

TO: All State Agencies, Elected Officials, Boards and Commissions whose requirements are procured through the Procurement Services Division and Local Governmental Units authorized to participate in Joint Purchasing. Also available, at their option, to State Colleges and Universities who, by statute, must have Illinois State Police Communications Services Section's approval.

FROM: Michael S. Schwartz, Director *MSS*

SUBJECT: Contract Covering Radio Equipment: Low Band, High Band, UHF, Paging, Remote Control Equipment and Tower, Cable Antennas and Hardware

TERM CONTRACT NUMBER: 4008701

BUYER AND TELEPHONE NUMBER: Mary Kay Gonterman, (217) 785-3867

REASON FOR AMENDMENT: To make changes as shown on attached term contract change.

CMS

ILLINOIS

George H. Ryan, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael S. Schwartz, Director

PROCUREMENT SERVICES DIVISION
801 WILLIAM G. STRATTON BUILDING
SPRINGFIELD, ILLINOIS 62706

77

TERM CONTRACT
CHANGE TEXT

PROCUREMENT SERVICES DIVISION
CENTRAL MANAGEMENT SERVICES



CONTRACT NO. : PSD4008701 CHANGE NO.: 01
BUYER NAME : MARY KAY GONTERMAN
BUYER PHONE : (217) 785-3867
T-NUMBER : T5670
DATE ISSUED : 08/13/01
VENDOR NUMBER : 650590856-00
VENDOR PHONE : (816) 241-8500-202
BUSINESS CLASS : NNLEN
ORGANIZATION : CORP W/O MEDICAL OR TAX E
REQ. AGENCY : 416

CENTRAL MANAGEMENT SERVICES

AGENCY REQ. NO. : 3601551
REQUISITION NO. : 1040212
SOLICITATION NO. : 209450
FISCAL YEAR : 2001
EFFECTIVE DATE : 04/19/01
EXPIRATION DATE : 02/28/02
DELIVERY TERMS : DESTINATION
DAYS ARO : 90

TYPE CHANGE : ADMINISTRATIVE CHANGE

MIDLAND CONSUMER RADIO
MIDLAND RADIO
1670 N TOPPING AVE
KANSAS CITY, MO 64120-1224

PSD RADIO EQUIPMENT - ANNUAL

CONTRACT CHANGE TEXT

YOU ARE HEREBY AUTHORIZED TO MAKE THE FOLLOWING CHANGES TO THE CONTRACT REFERENCED ABOVE.
THIS TERM CONTRACT HAS BEEN ASSIGNED TO THE FOLLOWING VENDOR:

F.E.I.N. 65-0590856
MIDLAND RADIO CORPORATION
1670 NORTH TOPPING AVENUE
KANSAS CITY, MO 64120
CONTACT: KEITH DAVIS
PHONE: 816/241-8500
FAX: 800/821-8528

APPROVED BY: _____

DIRECTOR, DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOSEPH ELBLE
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of the term of appointment of Joseph Elble as a member of the Zoning Board of Appeals, it is advisable to consider a reappointment of Joseph Elble as a member of the Zoning Board of Appeals; and,

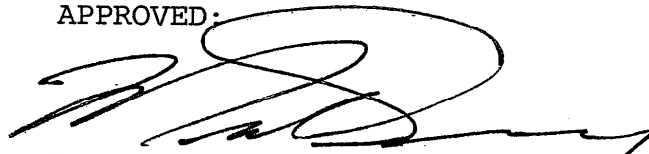
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joseph Elble as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joseph Elble and the Office of Building and Zoning.

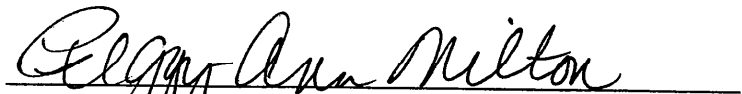
Adopted by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JERRY HOFFMAN
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of the term of appointment of Jerry Hoffman as a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

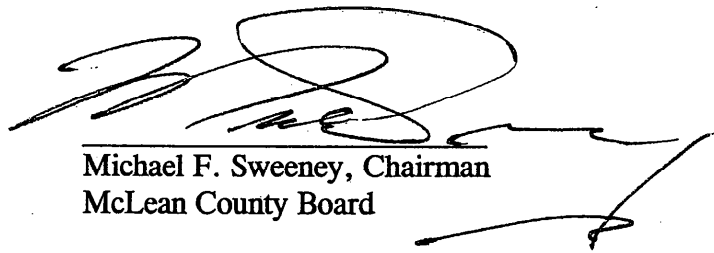
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jerry Hoffman as a member of the Zoning Board of Appeals for a term of five years to expire on January 10, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jerry Hoffman and the Office of Building and Zoning.

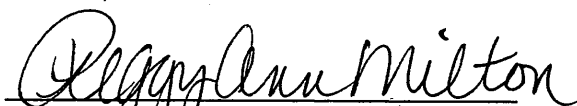
Adopted by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF MICHAEL E. KURITZ
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of the term of appointment of Michael E. Kuritz as a member of the Zoning Board of Appeals, it is advisable to consider a reappointment of Michael E. Kuritz as a member of the Zoning Board of Appeals; and,


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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael E. Kuritz as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Michael E. Kuritz and the Office of Building and Zoning.


Adopted by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF
NORMAL POLICE CHIEF WALT CLARK
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

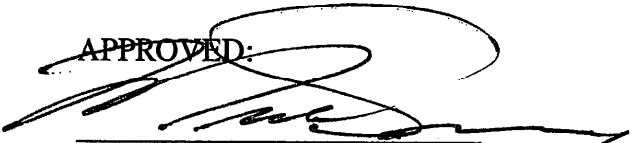
WHEREAS, due to the expiration of term of Police Chief Walt Clark, it is advisable to consider a reappointment to this position; and,

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


BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Normal Police Chief Walt Clark as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2006, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Normal Police Chief Walt Clark and the Director of the Emergency Telephone System Board.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF LEE KLINTWORTH
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

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

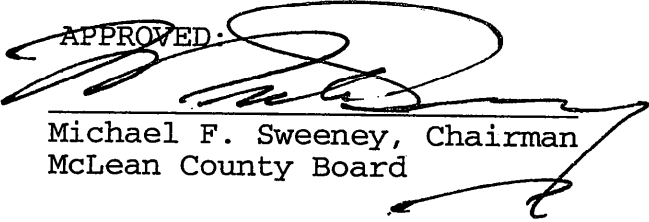
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lee Klintworth as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2006, or until a successor shall have been qualified and appointed.

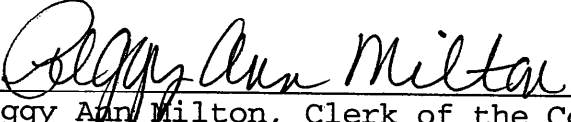
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Lee Klintworth.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE
McLEAN COUNTY HOUSING AUTHORITY

WHEREAS, due to the expiration of the term of appointment of Diane Bostic for the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

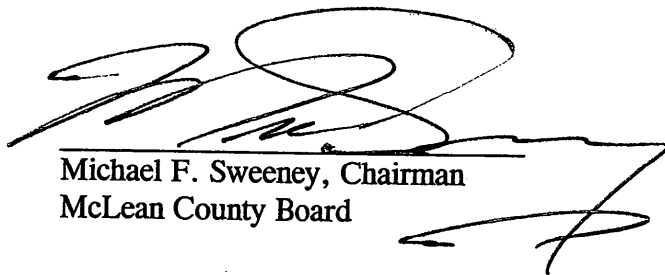
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic and David Stanczak, Attorney for the Housing Authority.

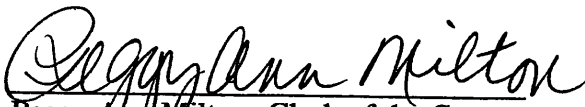
Adopted by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF MIKE O'GRADY
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2001, of Mike O'Grady, as Commissioner of the Public Aid Committee, it is advisable to consider a reappointment to this position; and

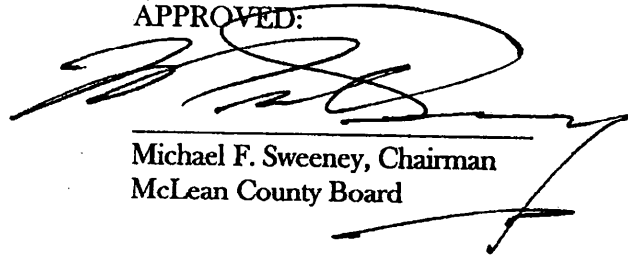
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mike O'Grady as a Commissioner of the Public Aid Committee for a two-year term to expire on November 30, 2003, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to the County Board Chairman, 104 West Front Street, Bloomington, Illinois.

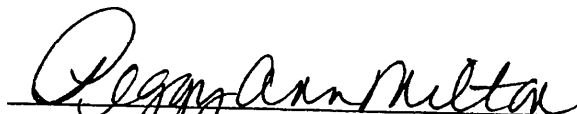
ADOPTED by the County Board of McLean, County, Illinois this 18th day of December, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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

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

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2002

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 2002:

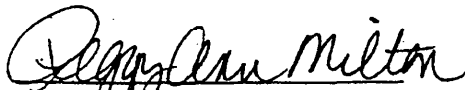
Tuesday	January 15, 2002	9:00 a.m.
Tuesday	February 19, 2002	9:00 a.m.
Tuesday	March 19, 2002	9:00 a.m.
Tuesday	April 16, 2002	9:00 a.m.
Tuesday	May 21, 2002	9:00 a.m.
Tuesday	June 18, 2002	9:00 a.m.
Tuesday	July 23, 2002	9:00 a.m.
Tuesday	August 20, 2002	9:00 a.m.
Tuesday	September 17, 2002	9:00 a.m.
Tuesday	October 15, 2002	9:00 a.m.
Tuesday	November 19, 2002	9:00 a.m.
Tuesday	December 17, 2002	9:00 a.m.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
e:lord0110044

Members Sommer/Berglund moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2002. Member Kinzinger thanked the Board for the three-month trial period for night meetings. Member Owens also thanked the Board for the trial period. Clerk Milton shows the roll call vote as follows: Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes. Motion carried unanimously.

76

Member Sommer, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE

HOLIDAY SCHEDULE 5.92

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES FOR THE YEAR 2002

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 2002 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 2002 shall be as follows:

New Year's Day	Tuesday	January 1, 2002
Martin Luther King Day	Monday	January 21, 2002
President's Day	Monday	February 18, 2002
Memorial Day	Monday	May 27, 2002
Independence Day	Thursday	July 4, 2002
Labor Day	Monday	September 2, 2002
Veteran's Day	Monday	November 11, 2002
Thanksgiving Day	Thursday	November 28, 2002
Day after Thanksgiving	Friday	November 29, 2002
Christmas Day	Wednesday	December 25, 2002

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

87

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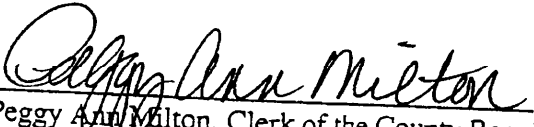
An employee who works on one of these days shall not be considered to have worked on a holiday but shall, with the approval of the County Highway Engineer, select another day in place of that holiday.

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.

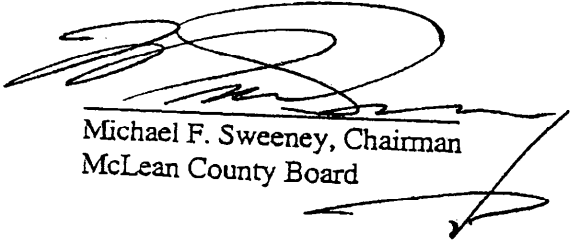
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2001 is hereby repealed effective December 31, 2001.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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Members Sommer/Johnson moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for Calendar Year 2002. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

PROJECT / ACCEPTANCE / AGREEMENT

BETWEEN

MCLEAN COUNTY

BLOOMINGTON, ILLINOIS

and

MSCI/LASON SYSTEM INC.

2405 GE ROAD

BLOOMINGTON, IL 61704

This project agreement is made effective on January 1st, 2002 between the County of McLean and MSCI/Lason System Inc.

This project sets forth terms and conditions for microfilming the McLean County records in accordance with price schedule below:

PRICE SCHEDULE

MSCI / Lason System Inc. Price Schedule

FOR: MCLEAN COUNTY

(Sherrifs, States Attorney, Treasurers, Coroners, Auditor, Building & Zoning)

December 5, 2001

ALL MICROFILMING SERVICES INCLUDE:

1. Microfilming of documents using a high quality microfilmer, Kodak microfilm, and MSCI's Kodak monitored processing service to provide McLean County a No Charge Disaster Recovery Insurance Policy.
2. 100% inspection of each roll.
3. Labeling of each roll of Kodak Microfilm.
4. In case of emergency and McLean County would need a particular file that MSCI has for filming, MSCI has the capability of faxing the information to you. *

Microfilming Records:

DUPLEX FILMING

Microfilming on 16mm x 215' Kodak Imagelink Microfilm utilizing a High Quality Kodak Rotary Microfilmer at 40X (Duplex).....\$ 27.00 per 1,000 images

SIMPLEX FILMING (no to very few backs sides)

Microfilming on 16mm x 215' Kodak Imagelink Microfilm utilizing a High Quality Kodak Rotary or Planetary Camera at 24X (Simplex).....\$ 35.00 per 1,000 images

SIMPLEX FILMING (20% or more backs sides)

Microfilming on 16mm x 215' Kodak Imagelink Microfilm utilizing a High Quality Kodak Camera at 24X (Simplex)\$ 45.00 per 1,000 images

Labor required to prepare documents (*removing staples, rubber bands, taping torn edges, etc.*) will be assessed at the rate of \$ 13.00 per hour.

Delivery / Pickup per trip..... \$ 10.00 for up to 5 standard boxes
(1.2 cube 15' x 10' x 12',
1.3 or 2 - 2' bankers boxes)

Additional 1.2 cube box..... \$ 1.00 each
Additional 2' banker box..... \$ 2.00 each

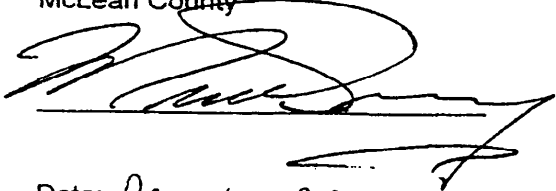
Additional Service:

Patches (case file separator sheets) \$ 0.035 each
Type A Magazine (if needed)..... \$ 0.85 each
Brown Toning(Original or Silver Roll Only) \$ 1.25 each
Producing a 100' Diazo Copy \$ 9.66 each
Producing a 215' Diazo Copy \$ 13.06 each
Producing a 100' Silver Copy..... \$ 15.41 each
Producing a 215' Silver Copy..... \$ 19.50 each

* Pulling and Faxing Documents if needed \$ 1.00 per page
* Search Time Cost..... \$ 15.00 per hour
(Minimum Faxing cost of \$3.00)
(Search Time is prorated for actual minutes needed per search)

All pricing will be held firm through December 31, 2002

McLean County



Date: December 18, 2001

MSCI/Lason System Inc.
Julie Essig

Date: _____

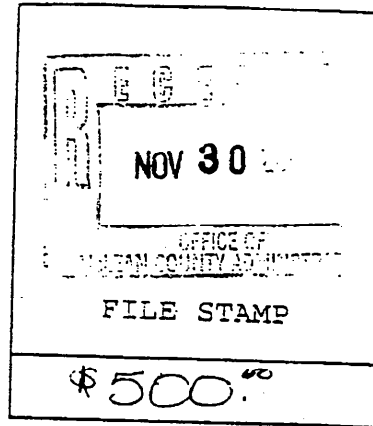
Members Sommer/Owens moved the County Board approve a Request for Approval of Proposed Agreement Between MSCI/Lason System, Inc. and the County to Provide Records Management Services - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the Items to be Presented for Information are on pages 89-111.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Rodman, Vice-Chairman, presented the following:

APPLICATION FOR A LICENSE
TO
OPERATE A RAFFLE

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



- LICENSE REQUESTED Class A
 Class B
 Class C
 Class D

APPLICANT

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

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

DESIGNATED RAFFLE MANAGER

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

RAFFLE MANAGER'S BOND (Check one)

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

OPERATION OF RAFFLE

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

All of McLean County

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

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The time period during which raffle chances will be sold or issued will be from December 22, 2001, through April 28, 2002, both
 (date) (date)
 inclusive. (One year maximum.)

The determination of the winning chances will be held on April 28, 2002
 (date)
 at 712 N. Center Street, Bloomington, Illinois, 61701
 (exact location)

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

LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED

Prize or Merchandise	Retail Value
(1) - Lot #50	\$200,000.00
(2) - Cash Prize of \$10,000	\$ 10,000.00
(3) - (5) Cash prizes of \$1,500.00	\$ 4,500.00
(6) - (10) Cash prizes of \$500.00	\$ 2,500.00
(11) - (20) Cash prizes of \$250.00	\$ 2,500.00
(21) - (60) Cash prizes of \$202.00	\$ 8,080.00
(61) - (70) Cash prizes of \$150.00	\$ 1,500.00
Aggregate Retail Value of all Prizes or Merchandise	\$229,080.00

Attach separate page if necessary to list all prizes or merchandise.

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

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

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

- Charitable Religious Veterans Business
 Educational Fraternal Labor Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we
 have received a copy of such Ordinance and that the raffle for which this application is made will

92

be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and a correct in every respect.

CENTRAL CATHOLIC HIGH SCHOOL

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

Date: 11-29-01

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

Date: 11-29-01

Subscribed and sworn to before me
this 29 day of November, 2001.

Barbara A. Carr
Notary public



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

STATEMENT OF PURPOSE

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

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

I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee:	\$ 500.00	
B. Raffle Manager Bond:	\$ 113.00	
C. Postage (est.):	\$ 5,500.00	
D. Printing (est.):	\$ 4,000.00	
E. Advertisement (est.):	\$10,000.00	
		<u>\$ 20,113.00</u>
III. Estimated Net Proceeds:		\$279,887.00
A. Labor for construction (est.)	\$ 65,000.00	
B. Construction materials (est.)	\$105,000.00	
C. Permits & fees (est.)	\$ 500.00	
D. Prizes (cash & auto)	\$ 29,080.00	
		<u>\$199,580.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 80,307.00</u>

A G R E E M E N T

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

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

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 30th day of November, 2001.

CENTRAL CATHOLIC HIGH SCHOOL

ATTEST:

By: Joy Allen
Its Authorized Officer

[Signature]

THE COUNTY OF McLEAN,

ATTEST:

By: [Signature]
Chairman, McLean County Board

Regina Ann Milton
McLean County Clerk

95

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)


SS

AFFIDAVIT

I, MARTI A. RAVE, being first duly sworn, depose and state as follows:

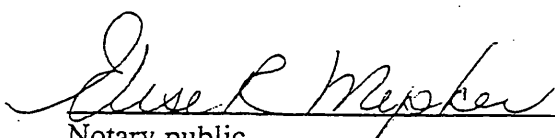
1. That I am owner of real estate located at: Lot No. #50 in Fox Lake Subdivision, Bloomington, IL
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean County Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.

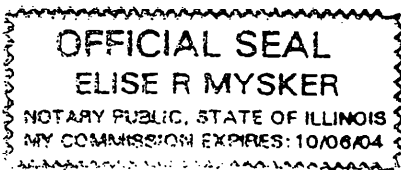


MARTI A. RAVE

Subscribed and sworn to before me
this 30th day of November, 2001



Notary public





LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
 AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
 AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
 AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

COMMON POLICY DECLARATIONS

CUSTOMER NUMBER
 3FM-824 180-07

1. NAMED INSURED AND MAILING ADDRESS:

CENTRAL CATHOLIC HIGH SCHOOL

712 N CENTER ST
 BLOOMINGTON IL 61701

2. THE NAMED INSURED IS: PAROCHIAL SCHOOL

3. POLICY PERIOD: FROM 12/12/01 TO 12/12/02
 12:01 A.M. Standard Time at your mailing address above.

4. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. We afford insurance for only those Coverage Parts listed below and only in the amounts and to the extent set forth in each Coverage Part. The company listed before the Coverage Part will be the insurer of that Coverage Part and no other.

COMPANY	COVERAGE PARTS	POLICY NUMBERS
AMICO	COMMERCIAL CRIME	3FM 824 180-07

6. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

CR7109 (ED. 04-97) ADVISORY NOTICE TO POLICYHOLDERS

7. ESTIMATED PREMIUM FOR ALL COVERAGE PARTS: \$ 113.00

TOTAL AMOUNT DUE AT INCEPTION: \$ 113.00

PRODUCER INFORMATION:
 ARTHUR J GALLAGHER & CO
 TWO PIERCE PL 20TH FL

COUNTERSIGNATURE:

ITASCA IL 60143
 18-4318 630-285-3800

Date:

97



- LUMBERMENS MUTUAL CASUALTY COMPANY (LMC)
- AMERICAN MOTORISTS INSURANCE COMPANY (AMICO)
- AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY (AMM)
- AMERICAN PROTECTION INSURANCE COMPANY (AMPICO)

The company providing the insurance afforded by this coverage part is indicated above.

CRIME COVERAGE PART DECLARATIONS

1. NAMED INSURED: POLICY NUMBER: 3FM 824 180-07
CENTRAL CATHOLIC HIGH SCHOOL

2. POLICY PERIOD: FROM 12/12/01 TO 12/12/02
12:01 A.M. Standard Time at your mailing address.

3. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice canceling prior policy or bond No.: 3FM 824 180-06 the cancellation to be effective at the time this Policy becomes effective.

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

Coverage Forms	Limit of Insurance	Deductible Amount
COV FORM A - EMPLOYEE DISHONESTY - SCHEDULED	SEE CR0002	SEE CR0002

5. FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

- CR7900 (ED. 11-98) COMMERCIAL CRIME POLICY JACKET
- CR1000 (ED. 04-97) CRIME GENERAL PROVISIONS(LOSS SUSTAINED FORM)
- CR0002 (ED. 10-90) EMPLOYEE DISHONESTY COVERAGE FORM A - SCHEDULE
- CR0202 (ED. 04-97) ILLINOIS CHANGES

6. ESTIMATED PREMIUM FOR THIS COVERAGE PART:	\$	113.00
TOTAL AMOUNT DUE AT INCEPTION FOR THIS COVERAGE PART:	\$	113.00

CRIME GENERAL PROVISIONS LOSS SUSTAINED FORMS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following GENERAL EXCLUSIONS, GENERAL CONDITIONS and GENERAL DEFINITIONS apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.

5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
2. **Consolidation – Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
 - a. Any additional persons become "employees"; or

- b. You acquire the use and control of any additional "premises,"

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," for a period of 60 days after the effective date of such consolidation, merger, purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises." Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises."

3. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.
- d. Cooperate with us in the investigation and settlement of any claim.

5. **Extended Period to Discover Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.

6. **Joint Insured**

- a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first

Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or partner or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.

- c. An "employee" of any insured is considered to be an "employee" of every insured.

- d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.

- e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.

7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

8. **Liberalization:** If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.

9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the Limits of Insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- 1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- 2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- 1) This insurance as of its effective date; or
- 2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

12. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is

insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

13. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance Condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

16. Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- 1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- 2) Then to us, until we are reimbursed for the settlement made;
- 3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- 1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- 2) Of original "securities" after duplicates of them have been issued.

17. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

18. **Transfer of Your Rights of Recovery Against Others To Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

19. **Valuation – Settlement**

a. Subject to the applicable Limit of Insurance provision we will pay for:

1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- a) At face value in the "money" issued by that country; or
- b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

b) Pay the cost of any Loss Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Value of the "securities" at the close of business on the day the loss was discovered; or
- ii. Limit of Insurance.

3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- a) Actual cash value of the property on the day the loss was discovered;
- b) Cost of repairing the property or "premises"; or
- c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- 1) In the "money" of the country in which the loss occurred; or
- 2) In the United States of America dollar equivalent of the "money" of the country in which the loss

occurred determined by the rate of exchange on the day the loss was discovered.

- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

- 1) While in your service (and for 30 days after termination of service); and
- 2) Whom you compensate directly by salary, wages or commissions; and
- 3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person who is furnished to you to:

- 1) Substitute for a permanent "employee" on leave; or
- 2) Meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises."

But "employee" does not mean any:

- 1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- 2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

EMPLOYEE DISHONESTY COVERAGE FORM A -- SCHEDULE

SCHEDULE

Names of Covered "Employees" or Titles of Positions	Limit of Insurance Each "Employee"	Deductible Amount	Location of Covered Positions	No. of "Employees" Each Position
RAFFLE MANAGER	\$300,000	\$0	BLOOMINGTON, ILLINOIS	1

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money," "securities," and "property other than money and securities."
2. **Covered Cause of Loss:** "Employee dishonesty."

B. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the SCHEDULE.
2. Regardless of the number of years this insurance applies as respects a specific "employee," the most we will pay in the aggregate is the largest Limit of Insurance applicable to that "employee" even though:
 - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
 - b. The Limit of Insurance applicable to that "employee" is changed.
3. If this insurance applies on a **Position Schedule** basis, the following provisions also apply:
 - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is discovered.
 - b. If at the time loss is discovered there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the SCHEDULE, the Limit of Insurance applicable to that position will be reduced.

The reduced Limit of Insurance will be computed by multiplying the limit shown in the SCHEDULE by a factor obtained by dividing the number of "employees" shown in the SCHEDULE by the actual number of "employees" serving in that position at the time loss is discovered.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the SCHEDULE. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - 1) An inventory computation; or
 - 2) A profit and loss computation.
2. **Additional Conditions**
 - a. **Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":
 - 1) Immediately upon discovery by:
 - a) You; or
 - b) Any of your partners, officers or directors not in collusion with the "employee,"of any dishonest act committed by that "employee" before or after becoming employed by you.

- 2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

- b. Consolidation – Merger: The Consolidation – Merger General Condition does not apply to this Coverage Form.

3. Additional Definitions

a. "Employee" means:

- 1) Any person named in the SCHEDULE, if coverage applies on a Name Schedule basis; or
- 2) Any person you engage to perform the duties of a position shown in the SCHEDULE if coverage applies on a Position Schedule basis.

The "Employee" General Definition does not apply to this Coverage Form.

- b. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an identified "employee" acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- 1) Cause you to sustain loss; and also
- 2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions) for:

a) The "employee"; or

b) Any person or organization intended by the "employee" to receive that benefit.

- c. "Occurrence" means all loss caused by each "employee," whether the result of a single act or series of acts.

ILLINOIS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2.
 - a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
 - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - 1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
 - 2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;

e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reasons for nonrenewal no less than 60 days before the expiration date to:

- a. You; and
- b. The broker, if known to us, or the agent of record.

2. Even if we do not comply with these terms, this policy will terminate:

- a. On the expiration date if:
 - 1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our

agents or indirectly under any premium finance plan or extension of credit; or

- 2) We have indicated our willingness to renew this policy to you or your representative; or
- 3) You have notified us or our agent that you do not want to renew this policy.

b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

D. When forming a part of this policy, the Legal Action Against Us Condition in the Crime General Provisions and in the Safe Depository Direct Loss Coverage Form is replaced by the following:

Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss. But we will extend this 2 year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

108



COMMERCIAL CRIME INSURANCE
IMPORTANT CHANGES IN YOUR COVERAGE

MAY 1, 1998

ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Commercial Crime Coverage Part. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are providing. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Some of the language of the new policy has been restated and repunctuated for clarity and readability but with no change in coverage intent.

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. The material is organized by individual coverage forms and endorsements, however, not all coverage forms or endorsements are included in a particular policy.

COMPANY NOTE: Each company should consider its present underwriting and claims procedures, and the implications of the revised policy language on these procedures, in deciding what items to classify in its Notice to Policyholders as coverage broadenings, reductions or clarifications.

CR 10 00 CRIME GENERAL PROVISIONS (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

We are now providing 60 days automatic coverage on entities acquired through consolidation or merger. Coverage also applies to employees or premises acquired through the acquisition of liabilities.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

We have revised the definition of employee to distinguish between temporary workers who are automatically included as employees and leased workers who may be included as employees by an endorsement to the policy.

We have revised this form to reinforce that the Limit of Insurance does not cumulate even though the loss may be sustained over an extended period.

In addition, an editorial change is being made to clarify the existence of an extended period for discovering losses.

CR 50 01 POLICY CHANGE (LOSS SUSTAINED FORM)

I. BROADENING OF COVERAGE

None

109

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

The title of this form was revised to reinforce the intent of the use of the form.

CR 50 04 COINDEMNITY

I. BROADENING OF COVERAGE

None

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

This form may now be used with either loss sustained or discovery coverage.

CR 50 10 INCLUDE LEASED WORKERS AS EMPLOYEES

I. BROADENING OF COVERAGE

We are providing coverage for workers who are leased to an insured on a long-term basis by a labor leasing firm.

II. REDUCTION OF COVERAGE

None

III. CLARIFICATIONS

Third
Fold
Here



LOSS CONTROL SERVICES POLICYHOLDER NOTICE

Dear Policyholder,

We share your safety and health concerns. We realize accidents, injuries and property damage suffered by your employees and company are costly. When such costs increase, expenses increase for both our companies in the form of higher operating costs. These costs are also reflected in your insurance premiums.

Improved Safety And Health Practices Benefit All

When accidents, injuries and incidents of property damage are prevented your employees, your company, and your insurance carrier all benefit. That's why Kemper offers a number of risk management services to help you in your loss control efforts. While most of these are available to our policyholders at no additional cost, some may require a fee based on the scope of service requested. We offer our insureds:

- a) Risk Management guidelines
- b) Consultation, including surveys, on specific loss control related problems
- c) Analysis of loss experience
- d) Training programs in safety management techniques
- e) Industrial hygiene and occupational health services
- f) Recommendations for control of hazards and unsafe activities

Designed To Help Our Policyholders

Kemper offers policyholders several loss control publications at no charge. *NATLSCOPE* is our quarterly loss control newsletter. It provides information on pertinent topics that can be used to support your loss control efforts. *"Profit by Loss Control"* is a series of pamphlets developed with the loss control needs of smaller businesses in mind.

Send For Your Free Loss Control Publications, Today!

If you would like to receive either or both of these publications, please fill out this form, fold as marked, tape along flap, add postage and mail. You can also use the form to request assistance from a loss control professional on a specific problem.

Turn To Kemper For A Progressive Approach To Loss Control

	Yes	No
I would like to receive a copy of the NATLSCOPE loss control newsletter.	_____	_____
I would like to receive the introduction to "Profit by Loss Control."	_____	_____
I would like assistance for specific loss control problem(s).	_____	_____

Type of Problem(s) _____

Firm Name _____

Address _____ City _____ State _____ Zip _____

Person to contact _____ Tel. No. _____

Number of Employees _____ Type of Business _____

Policy # _____ Expiration Date _____

Second
Fold
Here

First
Fold
Here

111



DO YOU HAVE ANY QUESTIONS ABOUT YOUR POLICY

Your agent or broker, the person from whom you bought your Kemper policy, can help you with any question or problem you may have with your policy. In addition, Section 143c of the Illinois Insurance Code requires notification of the following addresses:

Kemper Insurance Companies
P.O. Box 14648
St. Louis, MO 63178-4648

Kemper Insurance Companies
Northwestern Atrium Center
500 W. Madison Street
Chicago, IL 60606-2555

Illinois Department of Insurance
Consumer Division or Public Services Section
Springfield, IL 62767

The Chicago office services the counties of Cook, DeKalb, DuPage, Kane, Lake, McHenry and Will. The remaining counties are serviced by our St. Louis office. Our Customer Service Representative in the appropriate office will assist you if needed. You also have the option of contacting the Illinois Department of Insurance.



COMMERCIAL CRIME POLICY

LUMBERMENS MUTUAL CASUALTY COMPANY

A mutual insurance company,
herein called the Company, or LMC

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

The company providing the insurance afforded in each Coverage Part of the policy is designated in the Declarations Page of each Coverage Part. If such company is a mutual company, the insured is hereby notified that by virtue of this policy he is a member of the company so designated and is entitled to vote either in person or by proxy at any and all meetings of the company.

AMERICAN MOTORISTS INSURANCE COMPANY

A stock insurance company,
herein called the Company, or AMICO

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

A mutual insurance company,
herein called the Company, or AMM

Home Office: (847) 320-3237
1 Kemper Drive
Long Grove, IL 60049-0001

The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at nine o'clock A.M.

COMMON POLICY CONDITIONS

This policy is composed of the jacket pages, the Common Declarations, these Common conditions, and the Declarations and Additional Provisions and Conditions of each Coverage Part (including all its forms and endorsements) indicated in the Common Declarations. These Common Conditions apply to all Coverage Parts unless otherwise noted.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy or any coverage part by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any coverage part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy or any coverage part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums;
and
2. Will be the payee for any return premiums we
pay.

**F. TRANSFER OF YOUR RIGHTS AND DUTIES
UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

As respects the Company previously designated in the Declarations Page of each Coverage Part, the following correlative provision forms a part of this policy:

**MUTUAL POLICY CONDITIONS. Lumbermens Mutual Casualty Company
 American Manufacturers Mutual Insurance Company**

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

As respects the State of Texas, such provision is amended to read as follows:

Mutuals – Membership and Voting Notice. This insured is notified that by virtue of this policy he is a member of the company so designated, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office at the place and time stated on the front cover.

Mutuals – Participation Clause Without Contingent Liability. No Contingent Liability: This policy is non-assessable. The policyholder is a member of such company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

DIVIDENDS. American Motorists Insurance Company

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

IN WITNESS WHEREOF, the Company designated in the Declarations Page of each Coverage Part has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned.

**LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY**

John U. Conway

Secretary

William D. Smith

President

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

John U. Conway

Secretary

Robert A. Lindemann

President



Internal Revenue Service

Department of the Treasury

District
Director:

> AHA: MARK DUNN

Person to Contact: R. D. Morris

Telephone Number: 488-3100

Refer Reply to: EP/EO:7204

Date: June 11, 1987

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

Dear Sir:

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

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

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

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

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

September 15, 1995

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

SEP 1995

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

CATHOLIC SCHOOLS DIOCESE OF PEORIA
of
PEORIA, IL

is organized and operated exclusively for educational purposes.

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

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

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

Legal Services Office
Illinois Department of Revenue

STS-49 (N-1/95)
IL-492-3456

11-0000063

The
Official Catholic Directory

for the Year of Our Lord

1988

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

Containing Ecclesiastical Statistics of

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

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



P. J. KENEDY & SONS

Printers to the Holy Apostolic See

THE OFFICIAL CATHOLIC DIRECTORY 1988

Published Annually by P. J. KENEDY & SONS

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

1988 Edition — List Price \$115.00

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

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

CLASSIFIED BUYERS GUIDE and INDEX TO ADVERTISERS

Alphabetical Index to Advertisers Page L

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

	Page		Page		Page
ACCOUNTING SYSTEMS		ALTAR RAILS & GATES		AMPLIFIERS, CONFSSIONAL	
One-Wire Company, Lancaster, OH	10f	Cullid Hall Studios, Inc., Paramus, N.Y.	12f	See "Healing Aids, etc."	
		Hammers, Inc., Adrian, Larchmont, N.Y.	7f		
		Jacobi & Sons, Inc., Waller, Belmont, CA	13f		
ACOUSTICS & ACOUSTICAL TREATMENTS		Krug Church Goods, Inc., Yonkers, NY	23f	AMPLIFIERS, MUSICAL TOWERS, ETC.	
DeVax, Inc., Minneapolis, MN	23f	Rambusch Decorating Co., New York	22f	Mass-Rome Carillons, Exonada, CA	14f
		Rudolph N. Rohr Co., Pittsburgh, PA	15f & 17f	Verdia Co., The L. T., Cincinnati, etc.	3f
ADDRESSING & MAILING		ALTAR SCAPE		ANGELUS RINGERS, ELECTRIC	
Quakes Envelope Company, Richmond, VA, etc.	27f	Cullid Hall Studios, Inc., Paramus, N.Y.	12f	Mass-Rome Carillons, Exonada, CA	14f
Official Catholic Directory, The New York	22f	Hammers, Inc., Adrian, Larchmont, N.Y.	7f	Schulmitch Carillons, Inc., Sellersville, PA	5f
Postal Church Service, Inc., Youngstown, OH	22f	Seery Oil Candies, Delmar, CA	5f	Verdia Co., The L. T., Cincinnati, etc.	3f
		Krug Church Goods, Inc., Yonkers, NY	23f		
		Rudolph N. Rohr Co., Pittsburgh, PA	15f & 17f		
Hamcy Co., Inc., P. J., Mineola, NY	14f				
ALDS & SURPLICES		ALTAR WINES		ANNOUNCEMENT BOARDS	
C.M. Almy & Son, Inc., Rye, New York	29f	Krug Church Goods, Inc., Yonkers, NY	23f	Krug Church Goods, Inc., Yonkers, NY	23f
House of Hanson, Chicago, IL	6f				
J. R. Evans & Company, Oakland, CA	5f				
Krug Church Goods, Inc., Yonkers, NY	23f			ANNOUNCEMENT BOARDS—INDOOR & OUTDOOR	
Maxlines & Murphy Vestment Makers, Inc.				21a Corporation, Nashua, N.H.	21f
Los Angeles, CA	13f, 25f, 40 & 41f				
McDermott Co., Inc., P. J., Brooklyn, NY	10f	ALTARS		ANNOUNCEMENT FOLDERS	
Sullivan & Co., P., Warwick, RI	21f & 22f	Boni Studios Of Architectural Arts, Inc.	14f	See "Printers & Church Printing"	
The Holy Road Guild, Spencer, MA	14f	Evanson, IL	12f		
		Cullid Hall Studios, Inc., Paramus, N.Y.	12f	ANNUNTIIES	
		Hammers, Inc., Adrian, Larchmont, N.Y.	7f	Development Direction, Inc., New York, etc.	12f
		Jacobi & Sons, Inc., Waller, Belmont, CA	13f		
		Krug Church Goods, Inc., Yonkers, NY	23f	ANTEPEDIA	
		Maxlines & Murphy Vestment Makers, Inc.		C.M. Almy & Son, Inc., Rye, New York	29f
		Los Angeles, CA	13f, 25f, 40 & 41f	Maxlines & Murphy Vestment Makers, Inc.	
		Meredith-International Signatory & Altar, Inc.		Los Angeles, CA	13f, 25f, 40 & 41f
		Milwaukee	25f	Stadelmeier E.V., Nijmegen Holland	7f
		National Church Decorating, Quincy, IL	20f	The Holy Road Guild, Spencer, MA	14f
		Rambusch Decorating Co., New York	22f		
		Rudolph N. Rohr Co., Pittsburgh, PA	15f & 17f		
		Schmitt Studios, Inc., Coarsed, New Berlin, WI	2f		
		Winterch's, Salem, (Cleveland), OH	2f		
		ALUMINUM PEW KNEESLDS			
		See "Knockers, Aluminum or Wood"			

Members Rodman/Berglund moved the County Board approve a Request for Approval of a Class D Raffle License for Central Catholic High School. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rodman stated the General Report is located on pages 142-148.

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

LEASE AGREEMENT

This Lease Agreement entered into the 18th day January, 2002 by and between Illinois State University, hereafter referred to as the "University", and the McLean County Board, a body politic, hereafter known as the "County" for and on behalf of the McLean County Department of Parks & Recreation hereafter known as the "Department".

I. Subject of Agreement

The University hereby agrees to Lease watercraft and related equipment to the County of McLean, Illinois to be used for the operation of a boat rental facility at COMLARA County Park in rural Hudson, Illinois.

II. Terms of Lease

This Lease Agreement shall commence on January 01, 2002 and shall expire on December 31, 2002.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

The University will provide watercraft necessary for operation of the boat rental facilities, to include a minimum of thirty two (32) 17 foot aluminum canoes, and ten(10) sunfish sailboats (see attachment A).

B. EQUIPMENT

Equipment leased by the University to the County will include a public address system.

C. COMMODITIES

Commodity Items leased by the University to the County will be in three categories:

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.
2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc.(see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

It shall be the County's responsibility to inspect all watercraft and rental commodities prior to the commencement of the lease. Any item found to be unsatisfactory shall be brought to the attention of the University so they may be repaired or removed from the inventory prior to implementation of the lease.

Upon acceptance of the rental commodities, it shall be the County's responsibility to perform regular maintenance on the rental commodities. The County shall be responsible for damage or loss of rental Commodities, excepting repairs necessary due to normal wear and tear. The County may at its discretion, repair or compensate the University as outlined in Attachment B for items otherwise damaged, lost, or absent from inventory. The University may inspect items and at their discretion, repair, replace, or delete them from the inventory with no penalty or breach of agreement.

Upon acceptance of the watercraft, it shall be the County's responsibility to perform regular maintenance on the watercraft. The County will repair or at County's discretion, compensate the University as outlined in Attachment A for said watercraft when damage or loss of watercraft result from actions of the County or the County's customers during rental operations. The County shall be responsible for loss of watercraft associated with or resulting from any and all causes, except Acts of God, including negligent operation of the watercraft during the term of the agreement. The County agrees to indemnify and hold harmless the University for any acts, errors, or injuries that may be incurred due to negligent operation of the equipment or commodities.

During the Lease period, total control and responsibility for the rental of watercraft and rental commodities to the public will rest with the County.

During the Lease period, the County shall notify the University of any watercraft that are no longer of use. The University shall inspect items and at their discretion repair, replace, or delete them from the inventory with no penalty or breach of agreement.

At the end of the Lease, the watercraft and rental commodities in current inventory will be returned to winter storage cleaned and in good repair, excepting normal wear and tear from rental operations.

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

During the term of the lease, the County will perform at its sole cost and expense, all regular maintenance. The University will provide the County with regular maintenance schedules. An authorized agent of the University may inspect watercraft during the lease period to help insure that its watercraft are being maintained.

It will be the responsibility of the County to inspect all watercraft prior to rental to make sure they are safe and dependable. If watercraft are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of state property.

B. EQUIPMENT

Equipment items presently under maintenance contract will be maintained by the University until the contracts expire. Once the Contracts expire, the continued use and maintenance of the equipment will be at the discretion of the County. Repairs for damage due to the negligence of the County will be at the County's expense.

C. COMMODITIES

1. Replacement parts for watercraft -The County will have at its disposal the University's present parts inventory for regular maintenance.
2. Rental Commodities - It shall be the County's responsibility to maintain the rental commodities specified in Attachment B. The University may inspect items and at their discretion, repair, place, or delete them from the inventory with no penalty or breach of agreement.

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

The Department will pay a franchise fee equal to and no greater than Seventeen(17%) percent of its gross receipts derived from rental of watercraft called for herein which shall represent a rate to the University for leasing of watercraft on or before the expiration date of this agreement. Gross receipts shall be defined as all monies received by the Department from the rental of watercraft provided, except taxes collected from customers for direct remittance to a duly authorized taxing agency, monies collected for lost, destroyed or damaged equipment leased by the Department, and monies returned to customers as refunds. Payment of Lease fee shall be made on or prior to December 31st of each year.

In addition, any compensation for inventory items as outlined in Section 4 and Attachment B of this agreement which the County is required to or chooses to make to the University in lieu of such items shall be made on or before December 31st of each year.

VII. Provision of Insurance

The County shall maintain at all times during the term of this Agreement general liability insurance with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for third party property damage, bodily injury or personal injury to others statutory Worker's Compensation, and employer's liability insurance with limits of no less than \$500,000. These coverages may be met by Self-Insurance, or Standard Form Insurance Coverage, or a combination of the two. The University shall maintain, at its discretion, insurance for catastrophic losses to its watercraft and rental commodities.

Proof of self-insurance and certificate of excess insurance or standard form insurance covering the term of this agreement must be provided prior to commencement of this agreement.

VIII. Watercraft Rental Charges to the Public

Determining watercraft rental charges shall be the responsibility of the County. The County will notify the University of the rental charges at the beginning of the lease agreement and whenever a new rate schedule is placed into effect.

IX. Accounting

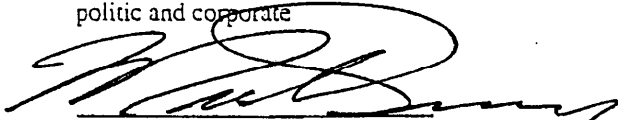
A certified financial report covering all operations conducted under this agreement shall be submitted to the University annually on or before December 31 of each year. A monthly report covering revenues shall be submitted to the University. An official rental card will be issued with each rental. These cards shall be retained by the Department and will be made available to the University upon request. In addition, the Director of Recreation Services, or a duly authorized representative, shall have access to, and right to, examine any pertinent records of the department related to the operations under this agreement.

X. License of Boats

The County will be financially responsible for obtaining an Illinois Department of Conservation Rental Boat License for its operation and the watercraft. The University shall be responsible for the Illinois Title and Watercraft Registration fees for all its watercraft.


This Lease Agreement is hereby entered into on the 16th day of January, 2001 as witnessed the hands and seals of the parties hereto.

County of McLean, a body
politic and corporate



Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:



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

For Illinois State University

Members Salch/Bostic moved the County Board approve a Request for Approval of a Watercraft Lease Agreement with Illinois State University - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

AN ORDINANCE AMENDING AND ORDINANCE ADOPTING AND ENACTING RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT OF SAID ORDINANCE AND THE FIXING OF PENALTIES FOR ITS VIOLATION

AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE PARKS

BE IT ORDAINED by the County Board of McLean County now in regular session that the aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.21-1 to read as follows:

35.21-1 Campsite fees. The fees for the use of campsites are hereby established as follows:

(A) For campsites, daily fees for parties to a maximum eight individuals shall be ~~\$8.50~~ \$9.00 for Residents of McLean County and ~~\$10.50~~ \$11.00 for non-residents of McLean County on primitive sites and ~~\$11.00~~ \$12.00 for residents of McLean County and ~~\$13.00~~ \$14.00 for non-residents of McLean County on electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party.

(B) The fee for campsite reservations shall be ~~\$5.00~~ \$6.00 per campsite in addition to the deposit of one daily fee for such campsite. The reservation fees shall not be refunded, however, an alternative reservation may be made if the reservation is cancelled at least one day in advance of the date for which the reservation is made.

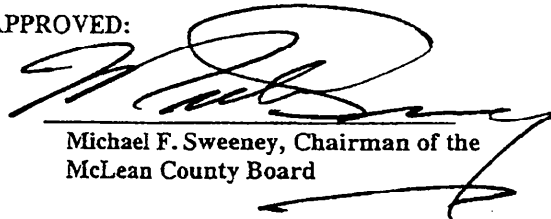
Amend subsection 35-21-2 to read as follows:

35.21-2 Watercraft registration fees. The fee for the registration of each watercraft that is operated or anchored on Evergreen Lake shall be as follows:

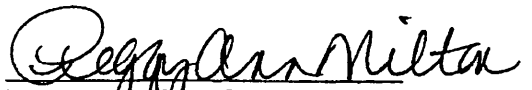
	McLean County Residents of McLean Co.	Non-Residents
Calendar year, 1/1- 12/31	\$17.00 \$20.00	\$22.00 \$ 26.00
One day only	\$ 5.50 \$ 7.00	\$ 7.50 \$ 9.00

This amendment shall become effective and in full force January 1, 2002. Adopted by the County Board of the County of McLean, Illinois, this 18th day of December, 2001.

APPROVED:


Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:


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



DEPARTMENT OF PARKS & RECREATION
 (309) 726-2022 Fax (309) 726-2025
 Comlara Park Rural Route 1 Hudson, Illinois 61748

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation *WKW*

DATE: 11/28/2001

RE: Fees Ordinance Amendments

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget recommended and approved for Fiscal Year 2002 Budget by the McLean County Board on November 20th, 2001:

	McLean County Residents		Non-Residents of McLean Co.	
Evergreen Lake Watercraft				
Calendar year, 1/1- 12/31	\$17.00	<u>\$20.00</u>	\$22.00	<u>\$ 25.00</u>
One day only	\$5.50	<u>\$ 7.00</u>	\$7.50	<u>\$ 9.00</u>
Campsite fees.				
Non-electric campsites	\$8.50	<u>\$9.00</u>	\$10.50	<u>\$11.00</u>
Electric campsites	\$11.00	<u>\$12.00</u>	\$13.00	<u>\$14.00</u>
Campsite reservation fee	\$5.00	<u>\$6.00</u>	\$5.00	<u>\$6.00</u>

These fee changes are reflective of the Department's recommended budget and are based upon fees surveys of similar facilities within the region, an assessment of impact upon usage, increases in operating cost, and considers relevant associated improvements to facilities during the past and current year. Both Campground and Watercraft fees were last increased in 1999.

Members Salch/Emmett moved the County Board approve a Request for Approval of Amendments to the Ordinance Pertaining to Fees for the Parks and Recreation Department - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the Items to be Presented for Information are located on pages 156-168.

126

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE NURSING HOME RATES RESOLUTION 14.27
CHAPTER 14 - NURSING HOME

**Resolution Establishing Charges for Services
McLean County Nursing Home**

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5 1005.6 empowered the County of McLean to erect and maintain a county nursing home and establish rates to be paid by a person seeking care and treatment in the home; and

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and

WHEREAS, the Human Services Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective **January 1, 2002**;

1. The daily rate for resident care in the non-Medicare certified section shall be \$106.00.
2. The daily rate for resident care in the Medicare certified section shall be \$116.00.
3. The following charges are hereby established for supplies and services:


a) Medical supplies	Cost plus 50%
b) Medications in the Medicare Section	Cost plus 50%
c) Lab procedures in the Medicare Section	Cost plus 20%
d) Respiratory Therapy	Cost plus 20%
e) Speech Therapy	Cost plus 20%
f) Occupational Therapy	Cost plus 20%
g) Physical Therapy	\$1.03 per minute
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

REPEAL DATE OF EFFECT. This resolution shall be in full force and effect on **January 1, 2002**; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.

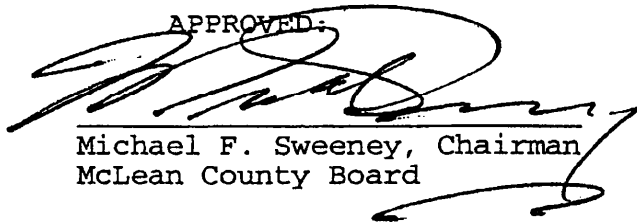
(2)

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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

Member Sorensen, Chairman, presented the following:

Future Recommendations

Cardiovascular disease and cancer continue to be the number one and two killers in McLean County and have thus been indicated as health priorities for McLean County IPLAN. According to Healthy people 2010, primary prevention that promotes heart-healthy behaviors is a major strategy to reduce the development of heart disease and stroke. Risk factors contributing to these deaths are smoking, sedentary lifestyles, obesity, poor eating habits, elevated cholesterol and blood pressure, and diabetes. Screening for risk factors, especially high cholesterol, high glucose levels, and high blood pressure is an important step to identify the unidentified risks. Many of these risks can then be controlled by changes in lifestyle activities-thus impacted through preventive measures.

Treating heart disease and cancer can be very costly. Therefore, keeping employees healthy would help to reduce county medical expenses. Much progress has been made since the inception of the County Health Fair and the wellness activities. The health promotion section of the Health Department is proposing to continue the fair, the screenings, and implement an on-going wellness program with activities throughout 2002 to promote the current theme "Good Health is Always in Season".

Proposed Events and Activities

The proposed date for the fair is Wednesday, May 22 from 8:30 a.m. until 3:00 p.m. The Heart Card and cholesterol and glucose screenings would be scheduled at the Health Department, the Regional Office of Education and the Highway Department in late winter. Conducting the screenings at the beginning of the year would help to determine the needs of the employees and what programs should be offered. The osteoporosis screenings and the mammograms would be offered to employees on the day of the fair. The costs for all screenings and wellness activities would continue to be covered by the Employee Benefit Fund. The ultimate goal would be to expand the programs to include two-thirds of all employees participating in the screenings and activities. In order to reach that goal, we would continue our marketing campaign by involving all department heads and through the use of electronic mail, flyers, *County Comments* Newsletter, and payroll inserts. We will also become more visible in all county work-sites through informational displays and wellness committee representation. Every effort possible will be taken to encourage healthy lifestyles among employees.

Screenings:

Cardiovascular

- Screenings scheduled in February or March
- Locations: Health Department, Highway Department and the Regional Office of Education
- Includes Cholesterol, Glucose, and Blood Pressure, Height, Weight
- EKG/Heart Card also available
- Complete *Personal Wellness Profile* a Comprehensive Health Risk Assessment
- An individual and corporate report compiled from data received in profiles

Osteoporosis

- Screenings to be held on May 22 in conjunction with the Health Fair

Mammograms

- Schedule mammogram van during the week of the Health Fair

Health Fair

- To be held on Wednesday, May 22, 2002
- 8:30 AM until 3:00 PM
- Variety of vendors, focusing on all aspects of health

Activities

- Health Risk Assessment to determine needs of employees
- Climb Mt. Everest
- Choose to Move (replacing Spring into Action)
- Turkey Trot
- Holiday Stress Management
- Weight Watchers
- Walking program-promotion of downtown walking path, mall walking, and Constitution Trail
- Promotion of Freedom From Smoking Program at OSF and offering reimbursement for those who complete the program
- Observation of National Health Observances
- Ongoing Informational Displays in various departments
- County Comment articles pertaining current health topic
- Health Beat Articles on County E-mail
- Promotion of healthy foods in vending machines
- Parent project- promotion health relationships between parents and children
- 5-A-Day funds

Report Submitted by:

Jan Morris, Health Promotion Program Manager
Jackie Brunell, Health Promotion Specialist

Proposed Budget for 2002 Wellness Plan

OSF St. Joseph

Screenings (Including Cholesterol, Glucose) @ No Charge

Health Risk Appraisal (Individual and Corporate Report)

\$25 x 200 persons = \$ 5,000.

EKG and Heart Card

\$30 x 150 persons \$ 4,500.

PSA for men 50 and over or at risk for prostate cancer

\$36 x 45 men = \$1,620

Proctor Hospital

Mammograms in mam van for women 40 and over

\$95 x 40 women = \$3,800

OSF St. Francis Hospital

Osteoporosis screening (heel)

\$20 x 80 women and/or men = 1,600

Salary and travel expenses 100

Total for screenings \$ 16,620

Incentives, supplies for fair and wellness activities \$ 2,765

Wellness programs/Health Fair printing 125

10 Scholarships for Smoking Cessation Class 990

Total amount requested \$20, 500



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

MEMORANDUM

TO: Honorable Members McLean County Board Finance Committee

FROM: Jan Morris, Health Promotion Program Manager *JM*

DATE: November 28, 2001

RE: Proposed County Wellness Plan and Fifth Annual Health Fair

The health promotion section of the Health Department is proposing the fifth annual Employee Wellness Fair and a continuation of the screenings and wellness activities. An on-going employee wellness program will increase health awareness, increase productivity, improve the overall health of the work force, and demonstrate the County's commitment to employee wellbeing. A healthier workforce would reduce the increase in rising healthcare costs, absenteeism and premature retirement.

As stated within the text of the attached report, several potentially serious health problems were detected through the 2001 screenings. The total cost to the County's Employee Benefit Fund was less than \$15,000. Left undetected, heart disease, stroke, or cancer could cost the County considerably more in treatment costs. For 2002, the Health Department proposes expanding the screenings to a third site, the Regional Office of Education, thus, helping additional employees to determine their health risks. It is our goal that the 2002 wellness program, "Good Health is Always in Season" will involve more than 400 employees in one or all of the activities.

Employee Wellness Report 2001

Presented to:

Honorable Members McLean County Board Finance Committee

By:

Jan Morris, Health Promotion Program Manager



**McLean County
Health Department
Partners in Prevention**

2001 Employee Wellness Report

The McLean County Health Department wishes to thank the McLean County Board Finance Committee, County Administrator John Zeunik, and Assistant County Administrator Terry Lindberg for their continued support of the employees' health fair, screenings and other wellness activities. Without their counsel and financial support, these events would not have been repeated for the fourth year.

This year more than 300 employees were involved in one or more of the activities. We are all aware that health care benefits represent a significant portion of employer expenses and that costs *continue* to rise. For the 2002 budget, McLean County is faced with a 12% increase in the employees' share of health benefits. For this reason, we are doing everything possible to encourage employees to improve their health status and help them do their part to bring down costs to the County.

A study of the shock loss claims from August 1998 until February 2000 revealed that **\$443,089 was spent on medical costs and the majority of claims were related to cardiovascular risks and cancer.** Money spent on prevention efforts such as wellness activities, screenings and the health fair are very little compared to the costs spent on hospitalizations and medications. During 2001 the costs for these activities have been less than 3.5% of the amount spent on cardiovascular and cancer-related illnesses, approximately \$15,000.

According to Larry Chapman of the Summax Corporation, a significant saving is noted after a wellness program has been implemented for seven years. Many economic benefits can result from continuous employee wellness programs including decreased overall health costs, reduced absenteeism and presenteeism, reduced disability claims, and reduced premature retirement. In addition the intangible results are greater employee recruitment and retention, increased productivity, increased worker morale, health conscious work force, and positive public relations.

Results of Wellness Program

According to Dr. Donald Crane, former Medical Director of Caterpillar and founder of Caterpillar's *Healthy Balance Program*, the most common mistake of work-site wellness and health promotion programs is the failure to record data on the results.

Certain trends can be noted as we compare data about McLean County employee wellness events from 1998 through 2001. Each year more employees have become involved in activities, as evident from the increased participation in total program and the health screenings (Table 1). Total employee involvement doubled in the four-year period, increasing from 150 people in 1998 to more 300 persons in 2001. During the first year of the McLean Employee Wellness program 95 people were screened for coronary risk factors and increased to 143 persons in 2001. This represents a 66% increase in the number of employees seeking screenings to determine total cholesterol, HDL, LDL, triglycerides, fasting glucose, and electrocardiogram results. Many more men became involved in the screenings when the highway location was added. In 1998, the appointments were scheduled only at the health department and 20 men took advantage

of the screenings. In 2001, 54 men were screened, indicating a 167% increase in the male participants.

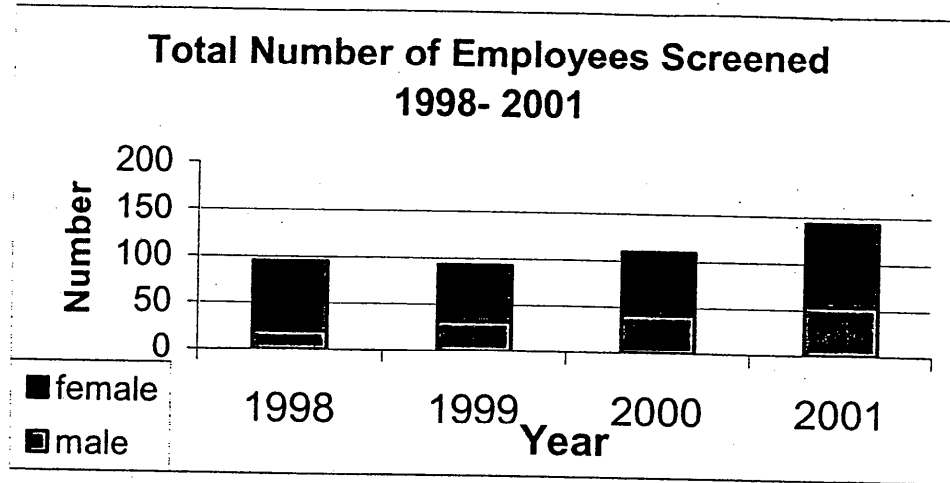


Table 1.

2001 Data

The theme for the 2001 wellness activities and health fair was entitled “Good Health is Always in Season”. The health fair, screenings and other programs were promoted on County E-mail, in *County Comments*, and through flyers placed strategically in the workplaces. To further promote these events, meetings were scheduled with various department supervisors explaining the events and encouraging all departments to participate. A wellness committee was also established as a means to gather employee input and to help with the solicitation of participants in wellness activities.

Risk Factors

Many people do not realize that they are at risk for heart disease, diabetes, stroke or cancer because the life threatening risk factors such as elevated blood pressure, cholesterol, or blood sugar cannot be “felt”. People view these diseases as something that may happen in later life. Cardiovascular disease and cancer are the leading causes of death in McLean County and have been identified as IPLAN Priorities. We are encouraging employees to be proactive in their health care, lower their medical risks, and thus the amounts spent on medical claims.

According to Crane Gilmore and Associates, Caterpillar workers with no risk factors had an average claim of \$425 per year. If they had one risk factor claims resulted in \$1,000. If they had two risk factors the cost to the company was \$2,500 and three or more claims cost the company \$4,000 a year or more. The analysis also showed that if 3% of the work force eliminated one risk factor per year, Caterpillar could save \$400 million in ten years.

To help County employees determine their risks, screenings were scheduled at both the Highway Department location and at the Health Department. All employees were encouraged to schedule an appointment for the Healthcare 1st checkup offered by

BroMenn Medical Center. Stations were set up throughout the location and persons went from one screening to the other until all tests were completed. The cholesterol, glucose, blood pressure, weight, body composition and EKG results were entered into a health risk assessment because all components were needed to determine cardiovascular risks of the employees. One hundred forty three employees chose to complete the health risk appraisal.

Five follow up sessions were scheduled (one at the highway building and four at the Health Department) for employees so that BroMenn Health Promotion staff members could explain the results of the tests and help determine the health risks of each person.

Even though the screenings helped to detect several medical challenges among employees, we know that unless behavior risk factor surveys were done on a random basis they tend to reflect habits that exceed the general population's health habits. The persons taking part in these screenings and survey were people who wanted to participate and thus tend to be healthier.

Screenings for Cardiovascular Risks

Cholesterol

It is recommended that total cholesterol levels be 200 or less. The cholesterol screenings revealed that **29 of the 54 (54%) men tested had readings of 201 or higher and 41 of the 89 (46%) women screened had readings of 201 or higher.** Approximately, 39% of the men and 17% of the women had a low-density lipoprotein (LDL) cholesterol level of 130mg/dL or higher. LDL or "bad cholesterol levels of 130mg/dL or higher are associated with a higher risk for coronary heart disease. The HDL, or good cholesterol, was low in 2% of the people. Exercise helps to raise these numbers and lower the LDL.

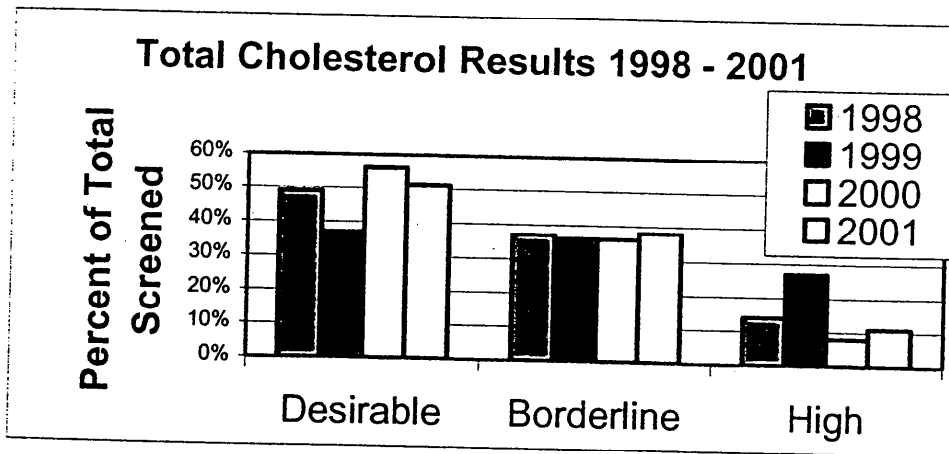


Table 2.

Glucose

A total of 4.9% of county employees who were screened were found to have high blood glucose levels. Results of the glucose testing indicated that 5 men and 2 women had above normal levels. A high blood glucose level is a possible indicator of diabetes. About 15.7 million or 5.9% of the American population has diabetes. According to the American Heart Association, while an estimated 10.3 million have been diagnosed, 5.4

million people are unaware that they have diabetes. Diabetes is also a contributing factor to cardiovascular disease.

Blood Pressure

Blood pressures were also measured indicating **20 (14%) high systolic and 19 (13%) high diastolic ranges**. Blood pressure is considered abnormal if it is consistently elevated pressure of 140 systolic or higher and/or 90 diastolic or higher). The screenings in 2001 indicate an improvement over the results from 2000 (Table 3). There were **35 (24%) abnormal EKG screenings and 12 (8%) borderline screenings**. Persons were referred to their physicians if they had elevated blood pressure or abnormal EKGs.

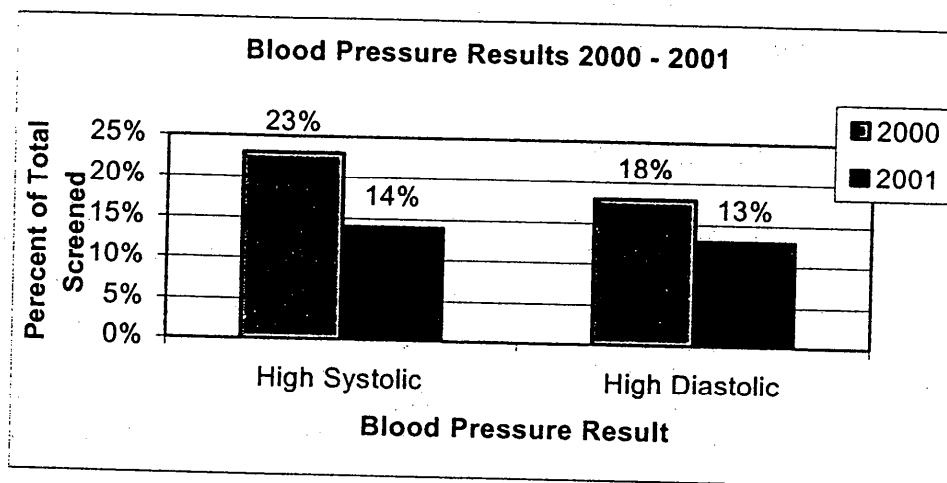


Table 3.

Body Composition

Healthy body fat percentage range for males is 15% to 19% and between 18% to 24% for females. The body composition screenings revealed that **31 men (57%) and 69 women (77%) were in the above average range** and 8 men and 6 women were in the below average range. Nationally, 50% of the population are considered to be overweight and 30% are obese. Overweight and obesity are major health concerns particularly since they are associated with an increased risk for many diseases including high blood pressure, Type II diabetes, coronary heart disease, stroke, gallbladder disease, sleep apnea, respiratory problems and some types of cancer. According to Healthy People 2010, once a person is identified as being overweight, the health outcomes related to the above mentioned diseases can be improved through weight loss, or at minimum, no further gain.

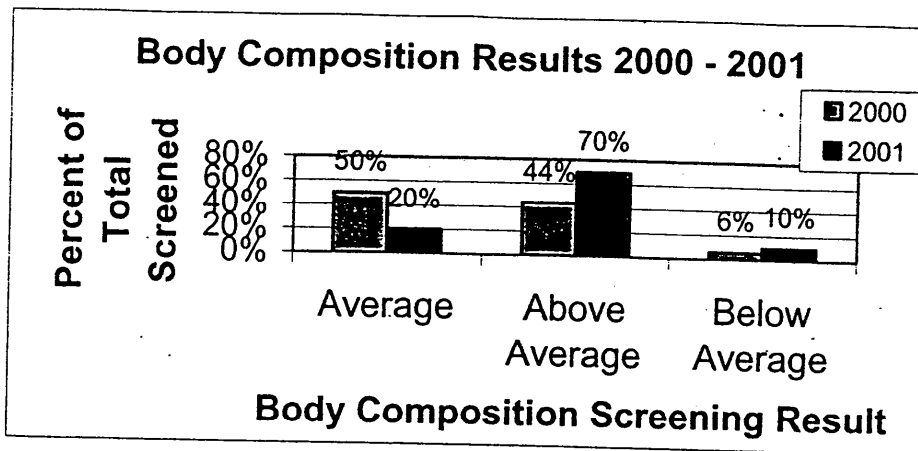


Table 4.

Fitness Activities to Address Health Risks

Employees can now choose various exercise facilities throughout Bloomington-Normal and can join using the corporate discount. According to the 1996 U.S. Surgeon General's Report, physical inactivity is a serious national health problem. Each year more than 250,000 American deaths are attributed to lack of regular physical activity. Studies also show that inactive people generate about eight percent higher claim costs than active people.

Employees were also given the opportunity to participate in a number of on-site fitness and nutrition programs including *Climb Mt. Everest*, *Spring Into Action*, *Turkey Trot*, and *Weight Watchers*.

Mt. Everest

During the Climb Mount Everest contest, 104 employees formed 21 teams and climbed at least 49,763 steps to equal a climb to the peak of the mountain. All team members received a *Climb Mt. Everest* t-shirt that stimulated much conversation. Numerous people were asked if they actually climbed the mountain. This was a great opportunity to explain and promote one of the wellness programs offered to McLean County employees.

Spring Into Action

It was also the third year to participate in a fitness and nutrition program, *Spring Into Action*. Employees were encouraged to register for *Spring Into Action* on or before the employee health fair. This program initiated by the Centers for Disease Control and Prevention (CDC) promotes exercise and eating 5 fruits and vegetables each day.

All employees were invited to participate in this exercise and nutrition program. The goal for *Spring Into Action* was to promote regular, moderate physical activity in a ten-week program and to encourage persons to continue exercising throughout the remainder of the year. All employees set personal goals for regular activity and for the number of fruits and vegetables eaten each day.

Program and registration forms were provided through county email and were promoted in the *County Comments Newsletter*. Participants tracked how many minutes they exercised and how many fruits and vegetables were eaten each day. They reported their points to health promotion staff at midpoint of the program and at the end of the program. Thirty-eight employees participated in the *Spring Into Action* program and thirty-four of them achieved their final goal.

During this ten-week period, employees were invited to attend a lunch and learn program that taught how to incorporate five fruits and vegetables into their every day routine. The nutritionist from the Health Department prepared various fruits and vegetables that people do not ordinarily use in day to day cooking. Fifteen employees participated in the session and were able to sample the less commonly eaten fruits and vegetables.

Turkey Trot

A two-week exercise program, *TurkeyTrot*, was held two weeks prior to Thanksgiving. Participants were to log all aerobic exercise to help burn extra calories prior to the holiday eating. Each of the 54 enrollees received a health-related calendar for 2002 and larger prizes were awarded to the three persons with the greatest amount of aerobic activity.

Weight Watchers

An At-Work Program from Weight Watchers was also made available to all county employees. The advantage to the program was that it was held on the work-site and it provided moral support from co-workers. This program has been available for many years and has been found to be quite successful in changing behaviors. Three ten-week sessions were held in the health department from February through October. Each person paid the fee for the classes until meeting their weight goal and then they became lifetime members. During this time more than 30 paying members attended the classes and lost more than 500 pounds. Members decided to reconvene classes in January 2002.

Screenings for Cancer

Prostate Cancer

Prostate cancer is the most common cancer found in men. The Prostate Specific Antigen (PSA) test was offered to men over 50 or to younger men who might be at risk for prostate cancer. Fortunately, the thirty-seven men who were screened tested in the normal range of zero to four.

Breast Cancer

Breast cancer is the leading cancer site among American women and is the second only to lung cancer deaths. Because breast cancer can not be prevented, early detection is the key to increased survival rates. The American Cancer Society recommends that all women 40 and above should have an annual mammogram.

The mammogram van from Proctor Hospital was again made available to employees. Because of the great interest in the screening, the van was scheduled for two

days. Thirty-six women received screening mammograms. A number of the women were screened for the first time or rescheduled their annual exam because of their experience on the van the previous year. **Six women needed additional imaging and were referred to their physicians.**

One hundred twenty-three employees participated in National Lee Denim Day on October 5. Persons paying \$5 to the Susan G. Komen Breast Cancer Foundation could wear jeans on that day and promote breast cancer awareness. A *Celebration of Life* reception was also sponsored for participants during the lunch break. Drawings were held during the reception and many breast health awareness incentives were awarded to persons attending in the activity. A breast health trivia contest was also conducted over electronic mail on Mondays and Wednesdays during October.

Smoking

Smoking is the number one modifiable health risk and it is directly related with cardiovascular disease and cancer. Tobacco use causes cancer of the lung, mouth, pharynx, larynx, esophagus, bladder, kidney, pancreas, colon and uterine cervix. According to the American Cancer Society, thirty percent of all cancer deaths and 87% of lung cancer can be attributed to tobacco. The self-reported health risk appraisal revealed that 15% of the employees screened were smokers. According to the 1998 National Health Interview Survey (NHIS) approximately 47.2 million American adults were smokers, either daily (19.7%) or on some days (4.2%).

The Great American Smokeout was held on the third Thursday of November. All employees who wanted to quit smoking were provided a Smokeout Packet containing educational information and tips to avoid smoking for the day. A Health Promotion Specialist was also on call for employees who had questions or needed encouragement and support to refrain from smoking. All participants were awarded for their efforts with special incentives to replace the cigarettes and to keep their hands occupied when they had the desire to smoke.

This testimonial was received from one of the participants in the 2000 Great American Smokeout. "I attempted to quit in 1999 and convinced myself that I could have an occasional cigarette. I was mistaken and resumed my regular smoking habits. Throughout the next year, tobacco related news and educational materials from Health Promotion caught my attention. Armed with this information, I signed up for the 2000 Great American Smokeout. I was encouraged to keep trying and was told I would eventually win the battle. Over the course of the next couple of months, I made many attempts to become smoke-free. Success came on January 28, 2001. I believe I would be addicted to tobacco today if it were not for the support, instruction, and encouragement I received from the health promotion personnel."

Screenings for Tuberculosis

Sixty-eight persons took advantage of the TB skin tests made available by the health department nursing staff. Many county employees work in positions that put them

in contact with high-risk populations, such as residents of nursing homes and prisons, minority and other medically underserved populations, and persons who abuse alcohol or use intravenous drugs.

Coronary Risk Status of Employees

The coronary risk status for the 54 males screened revealed that 7 were ideal, 13 were low, 10 were moderate and 24 (44%) were at high risk for heart disease. Of the 89 females screened, 6 were ideal, 38 were low, 21 were moderate, and 24 (27%) were at high risk for coronary disease. The fitness status of the persons screened, however, revealed that 18 (33%) of the males and 39 (44%) of the females were low. The numbers were determined by measurement of body fat and self reported amounts of exercise. In 2000, 57% of the employees demonstrated moderate to high risk for cardiovascular disease compared to 55% in 2001 (Table 5).

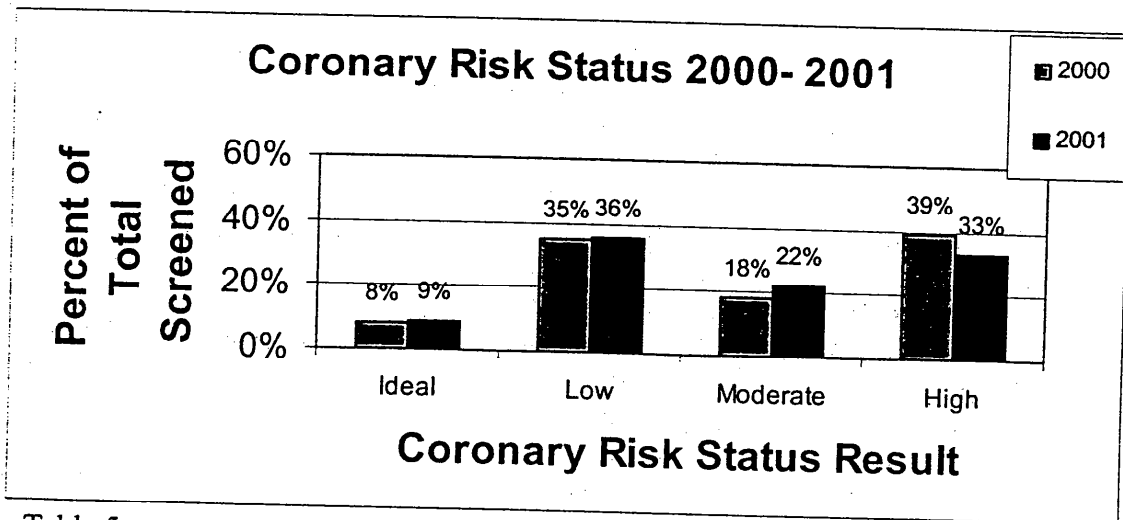


Table 5

Health Fair

The fair was held on May 23 from 8:00 AM until 3:30 PM in the conference center at the Health Department. Fair vendors included: American Heart Association, BroMenn Health Care, OSF St. Joseph Center for Healthy Lifestyles, Eastland Chiropractic Center, Angelica's Heaven on Earth, Chestnut Health Systems, Illinois Healing Center, Usborne Books, The Workout Company, Four Seasons, Weight Watchers, American Red Cross, Community Cancer Center, Novak Women's Center, Anesthesiology Service, Central Illinois Neuroscience Foundation, Bloomington Parks and Recreation, YWCA, Schnucks and McLean County Health Department. Employees were able to receive massages, counsel with a diabetes educator, experience posture screening, learn about fitness, smoking cessation, nutrition, weight loss, diabetes, osteoporosis, breast health and many other educational experiences.

On the day of the fair, medical staff from OSF- St. Francis Hospital brought a bone density machine to measure the heel to detect those who may have low bone density

142

and be at risk for hip fractures. Sixty-nine women and men took part in this activity and received information about osteoporosis and the need for weight bearing exercise and calcium.

One hundred seventy-five persons registered for the fair. Many favorable comments were recorded on the participant and vendor evaluations indicating that they were happy with the event and would like to see it repeated again next year.

Other Promotional Activities

The health promotion and assessment section of the health department also promoted a number of national health observances and other health issues in Health Beat emails, County Comments, through news releases, and distribution of education materials. These events included: American Heart Month in February, Osteoporosis and Skin Cancer Awareness in May, Men's Health Month in June, Five-A-Day Week and Food Safety Week in September, Breast Cancer Awareness Month during October and the Great American Smoke Out in November. Other health issues promoted included: Refuse to Misuse (antibiotics), Kidcare, Laughter and Disease, Folic Acid, National Testing Day, and Nutrition for Diabetics.

Testimonials

One person, diagnosed with high blood pressure, said the condition would not have been diagnosed if the screenings had not been offered. The employee went on to say, "Just a quick note to offer my continued endorsement of the Employee Wellness program. My participation in the program has motivated me to obtain a heart scan through BroMenn and see my doctor regularly. I have quit smoking and attempt to exercise regularly. In addition, I avoid excess salt in my diet and have reduced alcohol intake. These efforts have significantly reduced my blood pressure and increased my energy level. It is my sincere hope that you are able to present this wonderful event every year. Thank you for your efforts in making this possible."

Another employee sent this electronic message: "You are the only one that I know in the Health Department, because you scheduled my osteoporosis screening. Is there a chance I could get my blood pressure checked today so I might call my doctor? I had a spell yesterday at work. I know it was my blood pressure. Could you direct me to the right office, please?" One of the public health nurses saw this person and found the blood pressure to be **extremely elevated** and advised the employee to call the doctor immediately.

2001 Wellness Expenditures

BroMenn

Screenings (Including Cholesterol, Glucose,

\$40 x 143 persons = \$5,720

Blood work only (7) 112.

PSA for men 50 and over or at risk for prostate cancer

\$36 x 37 men = \$1,332

Corporate Summary Report 150

Proctor Hospital

Mammograms in mam van for women 40 and over

\$95 x 36 women = \$3420.

OSF St Francis

Osteoporosis screening (heel)

\$20 x 66 women and/or men = 1320

Salary and travel expenses 100.

Total for screenings \$ 12, 154.00

Incentives, supplies for fair and wellness activities \$ 1,880.81

Wellness programs/Celebrate Fitness Fair printing 96.15

Total Expenses \$14, 130.96

Members Sorensen/Berglund moved the County Board approve a Request for Approval of Proposed Year 2002 County Wellness Plan and Fifth Annual Health Fair - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



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 13 2001

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Risk Manager to approve the Fiscal Year 2002 Self-Insurance Risk Management Program for McLean County as summarized in the following Attachment.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Stan Haselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Roy Roaman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokomey PA. "Sue" Berglund	District #9 Gene Salch Adam D. Knzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Susie Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segabianc Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

145

ATTACHMENT A: PROGRAM DESCRIPTION

COVERAGES/SERVICES	DESCRIPTION	BUDGET				% CHANGE
		FY 2002	14-mth	FY 2002	FY 2001	
A. INSURANCE COVERAGES:						
1. Excess Workers Comp. Ins.* MIDWEST EMPLOYERS CASUALTY	Statutory Limits;SIR: \$300,000 EL Limits: \$ 2 Million <i>2-month extension*</i>	53,750	46,660 7,777	46,660	45,878	1.70%
2. Property/Inland Marine : HARTFORD INSURANCE CO.	Limits of \$ 51.296 Million Blkt; Deductible: \$ 10,000 \$10 M Flood;\$15 M Quake Deductible: \$ 100,000 <i>2-month extension</i>	26,750 9,750	36,312 6,052	36,312	30,171	20.35%
3. Boiler & Machinery*: CINCINNATI INSURANCE CO.	Limits: Unlimited; Ded: \$ 10,000 <i>2-month extension</i>	-	6,430 1,072	6,430	6,430	0.00%
4. Theft/Bond Insurance*: HARTFORD INSURANCE CO.	Limits:\$ 500,000; DED: \$5,000 <i>2-month extension</i>	6,000	4,678 780	4,678	4,678	0.00%
5. Excess Liability : STATES SELF-INSURED RRG	Limits: \$ 20 M; SIR: \$ 250,000	155,000	141,609 23,602	141,609	121,700	16.36%
B. CLAIMS ADMINISTRATION:						
CANNON-COCHRAN MSI Danville, IL	Administration of Workers' Compensation claims.	20,000	16,065	16,065	15,300	5.00%
TOTAL:		271,250	291,036	251,754	208,857	20.54%
FY'02 F/C:			283,259	251,754		
BUDGET - FY 2002 COST			(12,009)	19,496		
C. OUTSIDE COUNSEL:						
COSTIGAN & WOLLRAB, P.C. Bloomington, IL	Partner: \$ 100/hr					
HEYL, ROYSTER, VOELKER & ALLEN Peoria, IL	Partner: \$ 125/hr					

Notes: * Expiring second-year policy

**Earned premiums for 2-month extension to be included in audit in PY 2003;



RISK MANAGEMENT OFFICE

(309) 888-5940
104 W. Front Street

FAX (309) 888-5949
P.O. Box 2400

E-mail riskmgt@mclean.gov
Bloomington, Illinois 61702-2400

Memo To: Matt Sorensen, Chairman
Members of the Finance Committee

From: Jennifer Ho, Risk Manager *JEN Ho*

Date: November 29, 2001

Subject: Approval of PY 2002 Risk Management Program

Because of the continued tightening of the insurance marketplace, my priorities for the renewal of the insurance program was to maintain a cost-effective optimal level of coverage and to position the County in an advantageous position for future insurance placements, i.e. to consider moving the policy period to a time frame where underwriters has the most flexibility to review the County's account. Towards this end, we had began the renewal process early, and based on market indications, has obtained renewal options for a 12-month policy period and an extended 14-month policy period from the selected carriers. Marketing efforts by our agent, Wally McColloch of IRM/Accordia, has indicated that our incumbent carriers continue to provide the most complete and competitive coverages to meet the needs of the County. For your review, renewal options are summarized in Attachment A. Based on the evaluations of the options provided, I am recommending approval of a 14-month extension of our current program.

The total projected cost of the 14-month program is \$ 291,036, which is an increase of 39.35 % over the FY 2001 program. The cost of the 12-month program would have been \$251,754 or a 20.54% overall increase over the FY 2001 program. However, given that the actual renewals since the September 11, 2001 disaster have ranged from 30% or higher, it would be prudent to buy coverage at the current rates for longer periods into a future of restrictive coverage pricing and coverage terms. Hence, the selection of the 14-month policy period. The purchase of an extended policy period also moves the future renewal time frame to a period when there are less renewals on the underwriters' desks, and therefore, receive the attention that the account deserves. Thereafter, the policy contractual date will commence from March 1 of the new contractual year. This new policy renewal period is still in line with County's budget time frame. Because we had anticipated a 20% increase in rates in the FY 2002 Budget, the monies for the extended program will be have to be met from cutbacks in other line items.

We should note that the facultative reinsurance markets has been behaving in an erratic manner since September 11, given the reinsurers' reluctance to underwrite large lines of coverages exceeding 10 million in limits, streaming from uncertainty pertaining to the threat of terrorism

and other potential causes of high severity losses. The coverage is available but pricing and terms are subject to day-by-day developments. Our ideal goal is to secure \$ 20 million in limits if possible. I will be able to confirm the liability coverage for the Committee during the meeting.

In other areas of coverages, premiums have increased for workers' compensation and the property insurance program as a result of increases in exposures and increases in rates. For the property insurance coverages, we had increased our insured property values from \$ 44.37 million to \$ 51.296 million, with the acquisition of the Government Center and increases in other property values. This amounts to a 15.61% increase in values with a corresponding 20% increase in annual premiums. I should note that the coverage terms and conditions on any of the County's coverages have not deteriorated against the County. Our claims administrator, Cannon-Cochran Management Services Inc. (CCMSI) is working on the second year of a three-year contract initiated in FY 2001 which provides for a 5% increase in rate that was designed to provide them with a more realistic return.

The program for Policy Year 2002 as detailed is therefore respectfully submitted for your consideration and approval. I am available and will gladly answer any questions that you have on this matter. Thank you.

c.c. John Zeunik, County Administrator
w/encls.

Members Sorensen/Arnold moved the County Board approve a Request for Approval of the Policy Year 2002 Risk Management Program - Risk Management. Member Sorensen stated this is slightly higher than budgeted because it is a fourteen-month program instead of a twelve-month program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

McLEAN COUNTY REVISED CODE MILITARY LEAVE 10.29

CHAPTER 10 – PERSONNEL CODE

ORDINANCE AMENDING MILITARY LEAVE POLICY

WHEREAS, the McLean County Personnel Code includes a provision for Military Leave that is inconsistent with federal and state law; and,

WHEREAS, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides employees rights to reemployment, health insurance coverage, retirement benefits and seniority-based benefits; and,

WHEREAS, the Local Government Employees Benefits Continuation Act (50 ILCS 140) provides employees rights to continuation of regular compensation minus military base pay, as well as health insurance and other benefits; and,

WHEREAS, the Finance Committee at its regular meeting of December 4, 2001 recommended and approved proposed changes to the existing Military Leave Policy; now, therefore

BE IT ORDAINED by the McLean County Board that Section 10-29 of the McLean County Revised Code be amended to read as follows:

10.29 MILITARY LEAVE. In order to encourage participation and support of the armed services reserve and Illinois National Guard forces, the County encourages its employees to participate in the exercise of this patriotic duty. This policy holds true for employees whether they join before or after employment with the County.

10.29-1 An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave and leave for active duty. The County shall pay the difference between the government allowance employee's base pay for military service and the employee's base salary for up to two (2) work weeks per year for training, and for the duration of any active duty resulting from a Presidential order. Leave without pay shall be granted for up to five (5) years of active duty. Military training leave shall be granted without the loss of general leave time.

10.29-2 An employee on Military Leave status who applies for County compensation to make up the difference between military base pay received and their regular straight-time County wage or salary, shall submit copies of all military pay stubs or leave and earnings statements for any pay period for which compensation is requested within sixty (60) days of release from active duty. If an employee chooses not to remit said military pay stubs or leave and earnings statements, no portion of County wages will be paid to the employee. If twenty percent (20%) or more of County employees are mobilized for active duty, compensation shall be limited to two (2) work weeks per year.

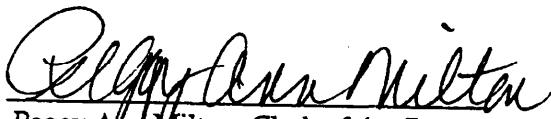
(2)

10.29-3 Eligibility for County health plans, employee pension plans and seniority-based benefits will be governed by the requirements of applicable state and federal law, specifically the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Local Government Employees Benefits Continuation Act (50 ILCS 140).

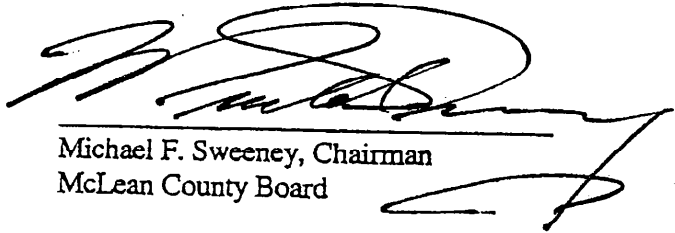
ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Renner moved the County Board approve a Request for Approval of County Military Leave Policy. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2002**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 20, 2001 which became effective on January 1, 2002; and,

WHEREAS, progress on implementing EJS automated docket entries in the courtroom has advanced faster than anticipated and requires an experienced supervisor to train and manage other staff to assume new EJS courtroom duties; and,

WHEREAS, a review of the Circuit Clerk's Office has determined that one existing FTE Office Support Specialist II should be eliminated, and that one Circuit Clerk Division Supervisor I should be added; and,

WHEREAS, said changes will not increase the total FTE complement in the Circuit Clerk's Office and will not require a budget increase; and,

WHEREAS, the Finance Committee, at its regular meeting on December 4, 2001, recommended the approval of changes in the Full-Time Equivalent Positions Resolution for Fiscal Year 2002, now, therefore,

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

FUND-DEPT-PROGRAM	PAY GRADE	POSITION CLASSIFICATION	FULL-TIME	
			NOW	NEW
0001-0015-0011	06	503.0012 Office Support Spec II	20.00	19.00
0001-0015-0011	08	503.1215 Circ Clk-Div Supvr I	3.00	4.00

This Amendment shall become effective and be in full force as of January 1, 2002.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2001.

ATTEST:

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

APPROVED:

Michael F Sweeney, Chairman of the McLean County Board

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Members Sorensen/Berglund moved the County Board approve a Request for Approval of an Amendment to the Fiscal Year 2002 Full-Time Equivalent Position Resolution - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 199-213.

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

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
Sheriff's Asset Forfeiture Fund 0155, County Sheriff 0029

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Asset Forfeiture Fund 0155, County Sheriff, Department 0029; and,

WHEREAS, the County Sheriff, pursuant to Chapter 625, Section 5/11-501 (j) of the *Illinois Compiled Statutes*, may purchase equipment that will assist in prevention of alcohol related criminal violence, including in-car video cameras; and,

WHEREAS, the Sheriff desires to purchase two (2) in-car video cameras; and,

WHEREAS, the County Administrator has recommended an emergency appropriation of \$7,800 from the unappropriated fund balance in the Sheriff's Asset Forfeiture Fund 0155; and,

WHEREAS, the Justice Committee, at its regular meeting on December 3, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$7,800.00 to enable the Sheriff's Department to purchase two (2) in-car video cameras, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the Sheriff's Asset Forfeiture Fund 015501 in the amount of \$7,800.00.
2. That the County Auditor is directed to amend the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance by amending the following line-item appropriations in the Sheriff's Asset Forfeiture Fund 0155, County Sheriff, Department 0029:


	CURRENT	CHANGE	NEW
0155-0029-0036-0410.0000 Unappropriated Fund Balance	-0-	\$7,800.00	\$7,800.00
0155-0029-0036-0841.0001	-0-	\$7,800.00	\$7,800.00


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

ADOPTED by the McLean County Board this 18th day of December, 2001.

ATTEST:

APPROVED:


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


 Michael F. Sweeney, Chairman
 McLean County Board

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Members Sommer/Johnson moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance, Sheriff's Forfeiture Fund 0155, County Sheriff 0029 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

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

I. PURPOSE

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

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

The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum lease space from McLean County to Livingston County.

II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

III. TERMS

One (1) bed each day is guaranteed by the receiving County to the transmitting County for male juvenile detainees ("detainees"). Additional male and female detainees may be accepted on a per diem/space available basis at the discretion of the receiving County at the rate cited below.

The guaranteed space must be used within the contract year. Days will not be accumulated from one contract year to the next or within the current year.

The transmitting County agrees to pay \$95.00 per day for each bed, for a total of \$95.00 per day. The transmitting County agrees to make such payment, regardless if the bed is utilized or not. If at any time, the bed is not utilized by the

Transmitting County, the receiving County will reduce the monthly billing to the transmitting County by the daily rate for the bed if used for a child from another County.

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL CARE

The transmitting County is responsible for medical expenses incurred by detainees from the County.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination.

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

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

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

IX. LIABILITY

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

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

agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et.seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

XV. INTERPRETATION OF THIS AGREEMENT

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

XVI. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on January 1, 2002, and shall be terminated on December 31, 2002. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman



McLean County Board Chairman

Date

December 18, 2001

Date

ATTEST:

ATTEST:

Livingston County Clerk



McLean County Clerk

Date

12/18/01

Date

Members Sommer/Owens moved the County Board approve a Request for Approval of Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM - FFY99 REQUEST FOR EQUIPMENT TO HOLD JUVENILE OFFENDERS ACCOUNTABLE

Organization Name: McLean County Court Services

Organization Address: c/o McLean County Juvenile Detention

903 N. Main Street

Normal, Illinois 61761

Organization FEIN: 376001569

Contact Person: Cathy Jo Waltz

Telephone Number: (309) 888-5550

Fax Number: (309) 888-5568

E-mail Address: cathyw@mclean.gov

Amount of Federal Funds Requested: \$ ~~34,918~~ 14,218

Amount of Match Funds: \$ 1580 ~~3,880~~

Total Equipment Cost (Federal and Match): \$ ~~38,798~~ 15,798

Application Checklist:

- One original unbound proposal and three copies, including all of the following items:
- Completed Cover Page (Attachment 1)
- Completed Chart 1: Equipment Request (Attachment 2)
- Signed Certification (Attachment 3)
- Signed Drug Free Workplace Act Certification (Attachment 4)
- Signed Federal Lobbying/Debarment Certification (Attachment 5)

JAIBG Equipment Detail

Column 1	Column 2	Column 3	Column 4	Column 5
Quantity	Item(s)	Cost of Single Item Indicate if Estimate or Actual	Total Cost	Provide Justification of Each Item i.e. Why is it necessary ?
4	Lap top Computers Solo 5300 LS NT	actual \$ 1,773.00	\$ 7,092.00	Laptop computers will provide the accessibility of juvenile information to Probation Officers and Managers outside of the office in the evenings or over weekend and holiday periods in order to provide essential information to aid in case management and the detention screening process.
2	Desk top Computers Compaq- Deskpro EN	actual \$ 1,174.00	\$ 2,348.00	New computer stations would provide working stations for Juvenile Programming staff (i.e. Substance Abuse Evaluator, Life Skills facilitator, Cognitive Behavior group facilitator etc.) to work in tracking the evaluations in order to assess the juvenile's progress on accepting responsibility for their decisions, behaviors and actions.
1	Computer Accessory LCD Projector	estimate \$ 2,000.00	\$ 2,000.00	An LCD projector will be utilized during Victim Impact Panels as part of Restorative Justice and accountability efforts.
1	Printers	actual \$ 1,159.00	\$ 1,159.00	Printer for new computer work stations.
1	FAX	actual \$ 300.00	\$ 300.00	FAX machine will replace existing outdated machine to aid in the communication between juvenile justice agencies.

JAIBG Equipment Detail

Column 1	Column 2	Column 3	Column 4	Column 5
Quantity	Item(s)	Cost of Single Item Indicate if Estimate or Actual	Total Cost	Provide Justification of Each Item i.e. Why is it necessary ?
180	Drug Testing Equipment-- one step testing cups--	actual \$ 6.00	\$ 1,080.00	One step drug testing cups will provide instant results and immediate accountability for juveniles when reporting at the probation department or during home contacts.
6 Month supply	Drug Testing Equipment-- chemicals, sample cups, bags, pipettes, tape and gloves	Actual chemicals--\$3,505 cups-----\$ 165 bags-----\$ 68 pipettes-----\$ 39 tape-----\$ 24 gloves-----\$ 18	\$ 3,819.00	Drug testing materials necessary to monitor conditions of probation and accountability.
1	Vehicle	Estimate \$21,000.00	\$ 21,000.00	Access to another vehicle will provide additional opportunities for Probation Officers to supervise juveniles in the field.
		TOTAL FUNDS	\$ 38,798.00	15,798
		FEDERAL	\$ 34,918.00	14,918
		MATCH	\$ 3,880.00	(Source of Match: Juvenile Probation Fees)

Note: All equipment must be used exclusively for activities related to holding juveniles accountable.

INTERAGENCY AGREEMENT

Juvenile Accountability Incentive Block Grants Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of McLean County Juvenile Detention and Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 903 N. Main Street, Normal, Illinois 61761 for implementation of the Juvenile Accountability Incentive Block Grants Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, the Illinois Criminal Justice Information Authority has been designated as the state agency to administer Juvenile Accountability Incentive Block Grants Program funds pursuant Public Law 105-119, and enters into interagency agreements with units of state and local government for the use of these Juvenile Accountability Incentive Block Grants Program funds; and

WHEREAS, the Chairman of the Illinois Criminal Justice Information Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the Juvenile Accountability Incentive Block Grants Program; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of Juvenile Accountability Incentive Block Grants Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated McLean County on behalf of McLean County Juvenile Detention and Court Services to receive funds for the purpose of supporting activities in one or more of the following purpose areas:

1. Building, expanding, renovating, or operating temporary or permanent juvenile correction or detention facilities, including training of correctional personnel;
2. Developing and administering accountability-based sanctions for juvenile offenders;
3. Hiring additional juvenile judges, Court Services officers, and court-appointed defenders, and funding pre-trial services for juveniles, to ensure the smooth and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;
5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively;
6. Providing funding for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
7. Providing funding to enable juvenile courts and juvenile Court Services offices to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism;
8. The establishment of court-based juvenile justice programs that target young firearms offenders through the establishment of juvenile gun courts for the adjudication and prosecution of juvenile firearms offenders;
9. The establishment of drug court programs for juveniles so as to provide continuing judicial supervision over juvenile offenders with substance abuse problems and to provide the integrated administration of other sanctions and services;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice system, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;
11. Establishing and maintaining accountability-based programs that work with juvenile offenders who are referred by law enforcement agencies, or which are designed, in cooperation with law enforcement officials, to protect students and school personnel from drug,

gang, and youth violence; and

for appropriate categories of juveniles within the juvenile justice system.

12. Implementing a policy of controlled substance testing

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and McLean County on behalf of McLean County Juvenile Detention and Court Services as follows:

SECTION 1. DEFINITIONS / DESCRIPTIONS

"Program": means an equipment grant funded through the JAIBG Program.

"Equipment grant": includes a Program Description that includes a statement of the unit of local government's or state entity's need for the equipment and a description of how the equipment will be used to hold juveniles accountable; and an approved Budget.

matching funds as described in Section 5 and Exhibit A, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount up to the full amount of this agreement. Any federal funds not expended during the period of performance must be returned to the Authority.

SECTION 5. MATCH

Federal funds from the JAIBG Program may be used to pay up to 90 percent of the program costs described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 10 percent of the program costs described in Exhibit A.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from November 1, 2001 through February 28, 2002.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit A, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement. *All items described in Exhibit A that are purchased with federal or matching funds must be ordered or purchased on or before February 28, 2002. All items described in Exhibit A that are purchased with federal or matching funds must be delivered, and federal and matching funds must be liquidated (expended), on or before April 15, 2002.*

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 10 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit A.

SECTION 6. EXPENDITURES – FEDERAL FUNDS AND MATCH

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with Exhibit A. Matching funds need not be applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

SECTION 3. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement the program described in Exhibit A, which is attached and incorporated into this Agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Exhibit A.

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$14,218 and is dependent on the expenditure of

SECTION 7. REPORTING REQUIREMENTS

The Implementing Agency shall submit a progress report, indicating whether the equipment purchase has been completed and how that equipment is being used, on or before January 15, 2002. Within 45 days of the expiration date of this agreement or

any approved extension thereof the following documents, the content and form of which will be determined by the Authority, must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress report; (c) property inventory report; and (d) other documents required by the Authority. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 8. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 9. NON-SUPPLANTATION

The Implementing Agency certifies that funds made available under this agreement will not be used to supplant/replace state or local funds, but will be used to increase the amounts of funds that, in the absence of these funds, would be made available to the Implementing Agency for activities supporting one or more of the purpose areas identified above related to programs which promote greater accountability in the juvenile justice system.

SECTION 10. EVALUATION REQUIREMENTS

The Implementing Agency agrees to comply with the National Institute of Justice Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards

established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

SECTION 12. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 13. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 14. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing

Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

SECTION 15. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Records for equipment and commodities acquired with federal or matching funds shall be retained for at least three years after the final disposition, transfer, or replacement of the property. If any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of this three-year period, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 16. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 17. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually,

unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 7 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 18. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Section 20 of this agreement.
- The Omnibus Fiscal Year 1998 Appropriations Act (Public Law 105-119), Juvenile Accountability Incentive Block Grants Program Guidance Manual, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372, the Illinois Grant Funds Recovery Act (30 ILCS 705), and the Illinois Procurement Code (30 ILCS 500).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part

165

23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq., and Executive Order 11593.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a

minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 20 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 20. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies that satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;

The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 21. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 22. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated.

The Implementing Agency shall be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

SECTION 23. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 24. EXHIBITS, AMENDMENTS

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this agreement, or with the terms or conditions of this agreement.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal

transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the

168

event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office of Juvenile Justice and Delinquency Prevention reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of any publication issued by the Implementing Agency describing programs or projects funded in whole or in part with JAIBG Program funds, 30 days prior to release. Any such publication shall contain the following statement:

"This program was supported by Grant # 99JBVX0017, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice

Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: McLean County on behalf of McLean County Juvenile Detention and Court Services

Taxpayer Identification Number: 37-6001569

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status:

- Individual
- Owner of Sole Proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Government Entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Other: _____

SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, Department of Justice

169

- Catalog of Federal Domestic Assistance (CFDA)
Number and Title: 16.523
- Grant Award Name and Number: Juvenile
Accountability Incentive Block Grants (99-JB-VX-
0017)
- Grant Award Year: Federal Fiscal Year 1999

Implementing Agency must comply with NEPA's provisions as a condition of receiving federal and matching funds in connection with this agreement.

In addition, the Implementing Agency is on notice that if it is funding, or plans to fund, any of the activities listed below, whether or not such activities are funded with federal grant or matching funds, the Implementing Agency may be required to assist the Authority and the U.S. Department of Justice in complying with the NEPA and other related federal environmental impact analyses requirements. As long as the activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the activity is needed for the performance of a federally-funded grant program, compliance with NEPA may be required.

SECTION 35. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

Prior to obligating any federal grant or matching funds for Authority-funded grant programs, the Implementing Agency must determine if any of the following activities are needed for the performance of the grant program. If any of the following activities are needed for the performance of the grant program, the Implementing Agency must notify the Authority in writing prior to obligating any funds for the Authority-funded program:

SECTION 36. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

- Construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

SECTION 37. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

The written notice must include a description of the type, nature and extent of the activity, and when and where such activity will be performed; information regarding whether this type of activity is already being funded, or will be funded in the future; and an explanation of why such activity is needed for the performance of the grant program.

SECTION 38. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 40. SPECIAL CONDITIONS / EQUIPMENT YEAR 2000 COMPLIANCE

SECTION 39. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

All construction, expansion, and renovation projects initiated by the Implementing Agency with federal grant funding are subject to the National Environmental Policy Act (NEPA). The

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

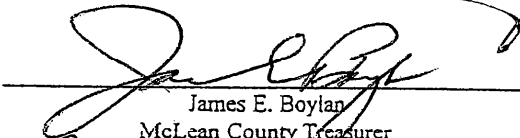
SECTION 41. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

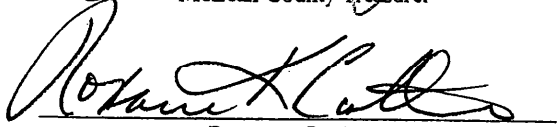
Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority
Date



Michael F. Sweeney
McLean County Board Chairman
Date



James E. Boylan
McLean County Treasurer
Date
12/21/01



Roxanne Castleman
Director of Court Services
McLean County Juvenile Detention and Court Services
Date
12 21 01

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM CERTIFICATION

The Implementing Agency certifies that it will use the equipment purchased under the grant number identified below between the Illinois Criminal Justice Information Authority and the Implementing Agency only for the purposes of supporting activities in one or more of the following purpose areas in accordance with the Juvenile Accountability Incentive Block Grants Program:

1. Building, expanding, renovating, or operating temporary or permanent juvenile correction or detention facilities, including training of correctional personnel;
2. Developing and administering accountability-based sanctions for juvenile offenders;
3. Hiring additional juvenile judges, probation officers, and court-appointed defenders, and funding pre-trial services for juveniles, to ensure the smooth and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;
5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively;
6. Providing funding for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
7. Providing funding to enable juvenile courts and juvenile probation offices to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism;
8. The establishment of court-based juvenile justice programs that target young firearms offenders through the establishment of juvenile gun courts for the adjudication and prosecution of juvenile firearms offenders;
9. The establishment of drug court programs for juveniles so as to provide continuing judicial supervision over juvenile offenders with substance abuse problems and to provide the integrated administration of other sanctions and services;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice system, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;
11. Establishing and maintaining accountability-based programs that work with juvenile offenders who are referred by law enforcement agencies, or which are designed, in cooperation with law enforcement officials, to protect students and school personnel from drug, gang, and youth violence; and
12. Implementing a policy of controlled substance testing for appropriate categories of juveniles within the juvenile justice system.

59088
Grant Number

Roxanne Castleman, Director of Court Services
Name and Title of Authorized Representative

McLean County Juvenile Detention and Court Services
Name of Organization


Signature

12-21-01
Date

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of the Anti-Drug Abuse Act (ADAA), Victims of Crime Act (VOCA), and Violence Against Women Act (VAWA). This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your at monitor (312) 793-8550.

Implementing Agency: McLean County Juvenile Detention and Court Services

Implementing Agency's FEIN #: 37-6001569 Agreement #: 59088

Program Agency: McLean County Juvenile Detention and Court Services

Program Title: Juvenile Accountability Incentive Block Grant Program

1. Who will be responsible for preparing and submitting monthly fiscal reports?

Name: Cathy Jo Waltz

Title: Assistant Superintendent

Agency: McLean County Juvenile Detention Center

Address: 903 N. Main Street, Normal, Illinois 61761

Phone: (309) 888-5550 Fax: (309) 888-5568

2. Who will be responsible for preparing and submitting monthly data/progress reports?

Name: Cathy Jo Waltz

Title: Assistant Superintendent

Agency: McLean County Juvenile Detention Center

Address: 903 N. Main Street, Normal, Illinois 61761

Phone: (309) 888-5550 Fax: (309) 888-5568

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of McLean County Juvenile Detention and Court Services

I am requesting an initial cash request of \$ 14,218 as permitted in Interagency Agreement # 59088

Roxanne Castleman
Name

Director of Court Services
Title

Date

*Instructions for completion on reverse side

For Authority Use Only

Cash Advance _____

Approved By _____

Date _____

Members Sommer/Johnson moved the County Board approve a Request for Approval of Juvenile Accountability Incentive Block Grant - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

GRADUATE PRACTICUM PLACEMENT AGREEMENT

Between

Illinois State University

And

McLean County Court Services

1. Illinois State University agrees to make available to the identified and undersigned participating agency, a graduate student mutually selected by the participating agency and Illinois State University to provide certain specified services as described below.

Case Supervision and Report Writing 20 hours 2 practicums

Participating agency will determine, assign, and supervise the services and tasks to be performed.

2. The services to be provided under this agreement shall commence on the 1st day of January – May 31, 2002 and the 1st day of August – December 31, 2002.
3. For the performance of this agreement the participating agency will pay Illinois State University the total amount of \$15,344.00. Full payment for services will occur within thirty (30) days of service beginning. Checks drafted to Illinois State University may be sent to: Illinois State University, 3040 Research and Sponsored Programs, Normal, IL 61790-3040.
4. Participating agency, for itself, its agents, members and employees, hereby releases and forever discharges, indemnifies, and holds harmless the Board of Trustees of Illinois State University, Illinois State University, its employees, agents, students, successors and assigns, from and of, any and all claims, demands, costs, sums of money, and causes of action at law, in equity, or other proceedings arising from or relating to activities conducted under this program.

Participating Agency Authorized Signature

Illinois State University
Authorized Signature

Date

Date

175

CONTRACTUAL AGREEMENT

between

McLean County Court Services

and

Services provided under this agreement shall commence on the 15th of May, and terminate on the 15th of August 2002.

For the performance of this agreement the graduate assistant shall provide services to the adult probation unit. These duties may include, but are not limited to writing presentence investigation reports, conducting interviews with defendants for the purpose of writing a presentence report, conducting an intake, or setting up a community service worksite. The graduate assistant shall report directly to the deputy director of the special service unit. In the absence of the deputy director of the special units, the graduate assistant shall report to the deputy director of the supervision unit and/or the director.

For the performance of this agreement McLean County Court Services shall pay the graduate assistant an hourly rate of \$9, with a maximum of 37.5 hours per week. All additional hours must have prior approval by the director. The graduate assistant is responsible for supplying McLean County Court Services a weekly voucher indicating the numbers of hours worked that week. This shall be supplied by noon on Monday, and payment will be rendered on Friday of that week. County holidays may change the day in which the voucher is needed.

The graduate assistant shall pay all current and applicable city, county, state, and Federal taxes.

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

Either party may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

Roxanne K. Castleman

Date _____

Date _____

Members Sommer/Renner moved the County Board approve a Request for Approval of Graduate Assistant Contracts - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACTUAL AGREEMENT

between

McLean County Court Services

and

Susan Carl

Services provided under this agreement shall commence on the 1st day of January, 2002 and terminate on the 31st day of December, 2002.

For the performance of this agreement Susan Carl shall provide services to the adult probation unit. These duties may include, but are not limited to writing presentence investigation reports, conducting interviews with defendants for the purpose of writing a presentence report, conducting an intake, or setting up a community service worksite. Susan Carl shall report directly to the deputy director of the special service unit. In the absence of the deputy director of the special units, Susan Carl shall report to the deputy director of the supervision unit and/or the director.

For the performance of this agreement McLean County Court Services shall pay Susan Carl an hourly rate of \$12, with a maximum of 16 hours per week. Additional hours (such as during school breaks) will be paid at the rate of \$10.50 per hour. All additional hours must have prior approval by the director. Susan Carl is responsible for supplying McLean County Court Services a weekly voucher indicating the numbers of hours worked that week. This shall be supplied by noon on Monday, and payment will be rendered on Friday of that week. County holidays may change the day in which the voucher is needed.

Susan Carl shall pay all current and applicable city, county, state, and Federal taxes.

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

Either party may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

Roxanne K. Castleman

Susan Carl

Date _____

Date _____

Members Sommer/Emmett moved the County Board approve a Request for Approval of Contract with Susan Carl for Professional Services in the Adult Probation Unit - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract entered into this 18th day of December, 2001 between the County of McLean, a body politic and corporate (hereinafter "County"), Court Alternatives, Inc, (hereinafter "Alternatives"), and Collaborative Solutions Institute (hereinafter "Institute") pursuant to the following terms and conditions.

1. Alternatives and Institute are and shall be independent contractors for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in-so-far as the manner and means of performing the services and obligations of this contract. However, the County reserves the right to inspect their work and service during the performance of this contract to ensure that this contract is performed according to its terms. Alternatives and Institute are obligated to furnish, at their own expense, all the necessary labor, tools, supplies, and materials.
2. Alternatives and Institute shall save and hold the County (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract and shall indemnify the County for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County and/or its agents and employees, or paid for on behalf of the County and/or its agents and employees, by insurance provided by the County.
3. Alternatives and Institute shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect their performance of this contract.
4. Alternatives and Institute shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County:
 - (a) Comprehensive General Liability Insurance with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
 - (b) Automobile Liability Insurance covering all owned, leased, hired and non-hired automobiles with limits of no less than \$500,000 per accident.
 - (c) Worker's Compensation Insurance in accordance with Illinois law.


Alternatives and Institute shall provide to the County, upon request, a Certificate of Insurance, in a form acceptable to the County, evidencing the existence of such insurance.

5. Alternatives and Institute shall pay all current and applicable city, county, state and Federal taxes, licenses, and assessments
6. Parties agree that the Recommendation of Proposal dated December 4, 2001 attached hereto as Exhibit 1 is incorporated herein by reference.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.
8. That no later than February 18, 2002, Alternatives and Institute shall:
 - a. Provide a written, detailed description of a referral process, by which eligible candidates may be diverted away from traditional court processes in order to prevent future misconduct and subsequent incarceration in the jail. This description shall include processes commencing with referral to program services to the point of reporting status of compliance to court authorities. Emphasis shall be placed upon processes that can be concluded without undue delay.
 - b. Identify and seek input from several focus groups, including judges, prosecutors, defenders, probation officers, and other service providers to hone the process into a working model, complete with appropriate referral forms, interim compliance reports, and final compliance reports from service providers.
 - c. Establish a pilot implementation of a working model program, consisting of fifteen cases from referral to completion. Such cases will include successful and unsuccessful completions. This pilot implementation shall also emphasize prompt timelines so that completions are accomplished without undue delay.
 - d. Provide a written cost/benefit analysis of the foregoing by which the Criminal Justice Advisory Council and the County Board can evaluate whether there are sufficient savings of resources to justify continued investment in such a program.
9. The County agrees to pay Alternatives \$40.00 per hour not to exceed 50 hours of consultant time total upon completion of work. The County agrees to pay Institute \$40.00 per hour not to exceed 50 hours of consultant time total upon completion of work.
10. If Alternatives and/or Institute cannot complete the work to be performed by February 18, 2002, a time extension may be requested in writing and submitted to the County Administrator no later than February 11, 2002. The County Administrator shall have sole discretion with respect to granting or denying a time extension.
11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of

any other or further breach of this Contract or any provision hereof.

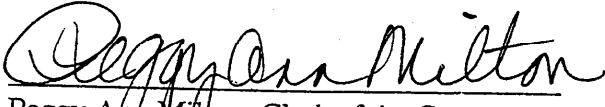
13. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
14. This Contract may not be assigned or Subcontracted by Alternatives or Institute to any other person or entity without the written consent of the County.
15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. Parties agree that the foregoing and the attached document constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

APPROVED:

Court Alternatives, Inc.

APPROVED:

Collaborative Solutions Institute

CHARLES G. REYNARD

McLean County State's Attorney

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: charles@mclean.gov

Memo

Date: December 04, 2001
To: Justice Committee of the County Board
From: Charles G. Reynard, State's Attorney
RE: McLean County Criminal Justice Advisory Council—Recommendation of Proposal

Background

The McLean County Criminal Justice Advisory Council has been studying the Alternatives to Jail Report and exploring various alternatives, and, in particular, the council has reviewed a concept for diversion and victim-offender mediation services. The concept has been developed by an ad hoc committee of the council, including Carol Reitan, Collaborative Solutions Institute, and Dr. Karen Anderson, Court Alternatives, Inc., and myself over the past four months.

In particular, Mrs. Reitan and Dr. Anderson have developed a conceptual program by which a diversion/deferred prosecution program might be harmonized with a victim-offender mediation program. It is also contemplated that attending and completing such program services could be considered by the court as possible court-ordered conditions of probation, conditional discharge or court supervision. The gist of this array of strategies is to refer eligible candidates away from traditional court processes in order to prevent future misconduct and subsequent incarceration in the jail.

The following "high-level" description of the referral process and program services is conceptual only. The proposal following this Background statement contemplates a development process by which the proposed contractors (along with any additional members of the Council who wish to voluntarily participate) will produce a specific program and plan of implementation. The program and action plan would be then reviewed by the Council. Its recommendations would be conveyed to this committee.

Conceptual Referral Process

- An eligible case could be referred by an arresting officer or police supervisor, whose judgment was that the offender (presumably a non-violent property crime offender) and the circumstances of the offense justified consideration of a no-court approach to case resolution. A recent example was referred by the Normal Police Chief when a 17 year old male was arrested after stealing condoms from a local drug store.

- Juvenile Court Services currently refers cases to Court Alternatives and to Collaborative Solutions Institute/Options Program for individually crafted "alternative" consequences, including victim-offender meetings, counseling and other consequences.
- During the screening process, the assistant state's attorney might recognize the offender and case circumstances as justifying a possible diversion approach and thereupon make a referral. A recent example involved a failure to register as a sex offender after moving residences. The overwhelming mitigating factor was that the deadline for reporting had passed by only two days.
- Even after a charge is filed, a referral might be made by a defense attorney who believes there are circumstances justifying a referral for deferred prosecution, upon successful completion of which the pending charge could be dismissed. The CHEC program is one example, though other examples have been experienced within the past several months.
- The current concept or scenario contemplates that the reception point of the referral ought to be Court Alternatives who then will evaluate the matter and craft a proposed deferred prosecution agreement for consideration by the offender, victim, and attorneys involved. Each case will also be screened for victim-offender mediation and, in the event the victim is willing to participate in a mediation conference (similar to the VORP program McLean County used to have), Court Alternatives would refer the case to the Collaborative Solutions Institute for the conduct of a highly specific Victim-Offender Mediation (VOM) conference experience. See the attached procedural description of the "RESOLVE" program. Other possible concepts or scenarios will be explored as part of the process described in the proposal described below.

An additional point of referral to such "alternatives" contemplates that the Court, as a part of the adjudicative process, orders the offender (the Defendant) to complete an "alternatives" program. Once again, for purposes of consistent case management, it is envisioned that Court Alternatives would "intake" the case, track the offender's compliance with court-ordered consequences, and, in appropriate cases, refer the case to the "RESOLVE" program for VOM services.

An adjunct to the VOM services will be the establishment of a surrogate victim role to be filled by volunteers. In retail theft cases, for example, this would likely consist of a merchant panel before whom the offender would appear and account for his or her misconduct. This approach is similar to the program observed in Deschutes County, Oregon. The panel would convey the victim impact perspective so that the offender can understand the significance of the misconduct to the victim and the community.

In non-merchant cases, a frequent obstacle in VOM programs is the unwillingness of the actual victims to participate. While this position is entirely understandable, it will nonetheless be helpful to the movement of the process to have individual "victim" volunteers or victim impact panels before whom the offender would be required to appear and account for his or her misconduct.

This VOM and surrogate VOM process would likely be employed in mitigated non-violent property cases involving appropriate offender candidates in both pre-court/diversion cases and court cases in juvenile and adult court.

Proposal

In order to move the foregoing concept toward implementation as a broadly based "alternatives" program, Court Alternatives and Collaborative Solutions Institute have proposed to deliver the following:

- A detailed description of the foregoing processes, from referral to program services to the point of reporting back to court authorities respecting compliance, with an emphasis being placed upon processes that can be concluded without undue delay
- A process of several focus groups, consisting of judges, prosecutors, defenders, probation officers, to hone the program description into a working model, complete with appropriate forms for referral, interim compliance report, and final compliance report from the service provider(s)
- A pilot implementation of the working model program, consisting of fifteen cases from referral to completion of the "alternatives" program, which would include successful completions and unsuccessful completions (presumably, "unsuccessful" cases return to court for traditional consequences). Once again, emphasis will be placed upon implementing the model program according to prompt timelines so that completions are accomplished without undue delay.
- A cost/benefit analysis by which the Criminal Justice Advisory Council and the County Board could evaluate whether there are sufficient savings of resources to justify continued investment in such a diversion/deferred prosecution/VOM program

Court Alternatives and Collaborative Solutions Institute are willing to provide the foregoing deliverables for a cost not to exceed \$4,000.00, to be billed at the rate of \$40.00 per hour for not to exceed 100 hours of consultant time. The Criminal Justice Advisory Council recommends this proposal for adoption by the County Board. Various members of the council will be participating in this process voluntarily which may result in some cost savings and an improved program proposal.

Thank you for your consideration.

Members Sommer/Johnson moved the County Board approve a Request for Approval of Contract with Court Alternatives, Inc. and Institute for Collaborative Solutions for Diversion and Victim-Offender Mediation Services - Criminal Justice Advisory. Clerk Milton shows all Members present voting in favor of the Motion except Member Renner who abstained from voting. Motion carried.

Member Sommer, Chairman, presented the following:

TRW E*Justice System™

Work Order #11

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #11

This is a Work Order which defines certain Services to be performed by TRW Inc. hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

Consulting Services Topic:

McLean County Integrated Justice Information, continued analysis and requirements definition for Civil Case Processing.

Objectives of Consulting Services:

To provide services to the County on a Time and Materials basis for the requirements analysis and specification efforts necessary to define Civil Case Processing. The objective of this Work Order is to prepare Requirement Definition (RD's) documents necessary to define and estimate the effort required for the development and implementation Civil Case Processing.

Location of Consulting Services:

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

Activities to be Performed:

TRW will perform the following services:

- Requirements Definition / Analysis sessions and other facilities that are necessary or useful to define and estimate the effort required for Civil Case Processing.
- Preparation of Requirements Specification Documents (RD) for Civil Case Processing.

Deliverable Materials:

a. The following list identifies the Deliverables that may be associated with this Work Order. TRW grants to the COUNTY a perpetual, non-exclusive and non-transferable license to these Deliverables. Any items indicated as based in application software (*) are considered part of the TRW E*Justice System application software associated with this Work Order and are subject to the terms and conditions of the Integrated Justice Information System Master Software License Agreement.

- Functional Requirements Definition Documents
- Associated documentation developed from the Functional Requirements Definition process
- Estimate of Hours required to complete Development Based on the Requirement Definition Documents

b. Any materials not identified, as Deliverables that are created as a part of consulting services associated with this Work Order will be considered working papers and not Deliverables. All of these materials are to be owned by TRW unless otherwise mutually agreed to by TRW and the COUNTY.

Work Order Price:

TRW has estimated the services described in this work order on a Time and Material basis at 1,238 hours of labor for a total estimated amount of \$ 190,272.00 including estimated travel costs of \$ 24,720.00. (Travel costs are billed at actual costs.)

Price/Invoice and Payment:

TRW shall invoice the COUNTY monthly, for work performed in accordance with this Work Order, by Labor Category and rate contained in attachment A (TRW's 2002 Schedule of Rates of Professional and Support Staff). The prices for the services rendered and or supplies delivered under this Work are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed

(d) Payment will be mailed to: CoreStates Bank. NA
TRW, Inc. (BDM)
PO Box 8500-S-5740
Philadelphia PA 19178-5740

Completion Date:

Upon execution of this agreement, the Services in this Work Order shall begin on or before March 01, 2002 and shall be complete within 180 days of the start of work.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

TRW, Inc.
410 17th Street, Suite 1500
Denver, CO 80202

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Signature / Date

Signature / Date

Printer or Typed Name

Printed or Typed Name

Title

Title

Members Sommer/Renner moved the County Board approve a Request for Approval TRW Work Order #11 for Civil Case Analysis - IJIS System. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 1st day of January, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

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

WHEREAS, there is a necessity to provide additional professional contract services for the representation of minors who are the subject of abuse, neglect, and dependency proceedings in McLean County Juvenile Court; and

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

NOW, THEREFORE:

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

The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2002 and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Contract Guardian Ad Litem and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

It is further agreed by the parties:

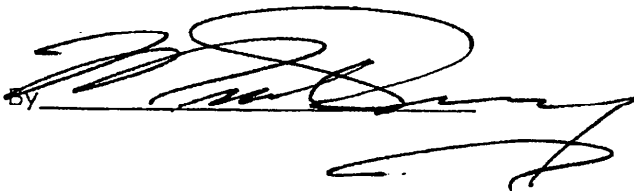
1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2002 and terminate on December 31, 2002.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem's work and service during the performance of this Contract to ensure that this Contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
4. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This Contract shall be governed by and interpreted in accordance with the law of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this Contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This Contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Contract may not be assigned by any party without the prior written consent of the other party.
10. This Contract may be terminated for any of the following reasons:
 - (a) At the request of the Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
 - (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
 - (c) For good cause as determined by the Chief Judge at any time.
11. This Contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

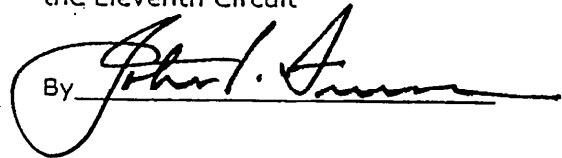
12. Should the Guardian Ad Litem or the Chief Judge desire not to renew this Contract beyond the termination date, sixty (60) days written notice prior to the termination date shall be given by the party wishing to terminate this Contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests assignees, representatives, and heirs of such party.
14. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 21st day of December, 2001.

McLean County

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

By 

By 


Contract Guardian Ad Litem

Members Sommer/Johnson moved the County Board approve a Request for Approval of the Renewal of a Contract for Professional Services with Contract Guardian Ad Litem J. Brian Goldrick, Attorney at Law - Circuit Court of the Eleventh Judicial Circuit. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

Transworld Systems Inc.®

Corporate Office: 5880 Commerce Boulevard, Rohnert Park, California 94928-1651 (707) 584-4225

CLIENT NUMBER	FIRST TRAN. NUMBER	LAST TRAN. NUMBER	Order No. 813580
---------------	--------------------	-------------------	-------------------------

CORPORATE OFFICE USE ONLY

Check Type Transmittals Tranless CDIS

(One Box **MUST** be marked.)

Special shipping address:

SHIP TO: CLIENT TSI OFFICE

Today's Date 12 / 03 / 01

TOTAL TRANS PURCHASED 1,413

NO. TRANS FOR MASTER 1,413

NO. TRANS THIS SUB-CLIENT

- MPO - Separate Status Reports
 GPO - Separate Status Reports
 Master / Sub (S.R. To Master Only)

New Order Reorder Client No. if Reorder 18500

Exercise of Option PHASE II MONTHS

OPTION

CLIENT NAME (PRINT ONLY) McLean County Circuit Clerk

CONTINUED (IF APPLICABLE) Fine Collection Unit

ADDRESS P.O. Box 2420

PURCHASER HAS OPTION TO BUY
 ADDITIONAL TRANSMITTALS FOR \$
 IF OPTION IS EXERCISED WITHIN 120 DAYS FROM TODAY'S DATE.

CITY Bloomington

STATE <u>IL</u>	ZIP CODE <u>61702</u>	(AREA CODE) <u>309</u>	CLIENT PHONE NO. <u>888-5301</u>	REGION NO. <u>6001</u>	SALES NO. <u>5982</u>	(AREA CODE) <u>708</u>	TSI OFFICE PHONE NO. <u>922-9526</u>
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ACCOUNT REPRESENTATIVE (PLEASE PRINT) Paul E. Correa

CYCLE FREEZE SKIPS TEXT

SIC CODE

TYPE OF BUSINESS

County Government

We agree to pay the balance of \$ 9,239.00 in 1 installments of less than

\$ 9,239.00 each or usage, whichever is greater. The first payment will be due 12/20/01 and

the final payment due on 12/20/01 in case suit or action is instituted to collect this Note or any portion thereof, the below named buyer(s) promises to pay all collection costs and such additional sums as the court may adjudge reasonable such as court costs, attorney fees, service of process, etc. in said suit or action.

GUARANTEE

TRANSWORLD SYSTEMS INC. guarantees the purchase of the collection service, if used in accordance with complete instructions contained in the Transmittal folder or CDIS Manual and instructions printed on the numbered Transmittals, that the purchaser will collect a minimum of two times the total purchase price of the Transmittals purchased within 85 days after submitting the final Transmittal for servicing, provided all transmittals are used within 24 months from the date of purchase or TRANSWORLD SYSTEMS INC. will, at its option, (1) refund the complete purchase price of said Transmittals to the purchaser, or (2) refund the cash difference between the amount collected and double the amount invested for the above Transmittals to the purchaser.

(This Guarantee only applies to orders where the principal account balances average \$50 or more.)

(SEE BELOW FOR CONDITIONS)

AMOUNT OF ORDER	\$ 8,000.00
<u>413</u> Skips	\$ <u>1,239.00</u>
Expired/Lost	\$ -----
CDIS	\$ -----
Status Reports	\$ -----
TAX (+) (IF APPLICABLE)	\$ N/A
TOTAL AMOUNT DUE	\$ 9,239.00
LESS (-) AMOUNT PAID	\$ -----
BALANCE DUE	\$ 9,239.00

Make check payable to:
TRANSWORLD SYSTEMS INC.

All Transmittals must be filled out completely with correct debtor addresses, not involving bankrupt accounts or accounts which are beyond 12 months from date of last payment or charge. Our written Guarantee will apply if you have used all Transmittals within 24 months from date of purchase in accordance with printed instructions contained in the Transmittal folder or CDIS Manual, on the Transmittals, and herein. Transworld Systems Inc. assumes no responsibility for or does it authorize any statements, acts, or promises of any person other than the written statements and Guarantee contained herein. The Hold Harmless Agreement, paragraphs 3 and 4 on reverse side, will apply on all of the above Transmittals purchased. The purchaser authorizes Transworld Systems Inc. to forward any negotiable instruments received directly to the purchaser.

MAIL RETURNS - If mail is returned, Transworld Systems Inc. will notify client of the skip and cancel that account. To obtain a replacement Transmittal, client must return the Mail Return Notification and a check for \$3.00 (subject to change) to cover handling costs within 60 days of notification of the skip. If the \$3.00 fee and Mail Return Notification are not returned within 60 days, the account will be classified as paid in full and that amount will count toward satisfaction of the Guarantee. If Freeze Skip option selected, replacement credit will be granted only on reorder and the dollar amount of the skipped accounts will be counted in total performance and Guarantee satisfaction.

TERMS AND CONDITIONS CONTINUE ON REVERSE AND REQUIRE YOUR SIGNATURE

PURCHASER'S SIGNATURE - CARBONLESS SIGNATURE WILL BE DEEMED ORIGINAL

PRINT PURCHASER'S NAME Charles G. Reynard, State's Atty.

TRANSWORLD SYSTEMS INC.

An OSI Company

Paul E. Correa

Transworld Systems Inc.
Credit Management Services
ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between TRANSWORLD SYSTEMS INC., herein called "TSI", a California Corporation, Corporate Office at 5880 Commerce Boulevard, Fohmert Park, California 94928, also dba CREDIT MANAGEMENT SERVICES, herein called "CMS", and the business or person listed on the reverse side of this Agreement, herein called "Company."

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties agree to as follows:

PHASE I.

1. The Company agrees that all accounts forwarded to TSI are hereby assigned for collection at the prepaid fixed fee (Transmittal price) as stipulated to on the reverse side of this Agreement.
2. TSI agrees that any account assigned under this collection agreement may be cancelled and returned within 90 days of the date the account is submitted for collection to TSI by sending to TSI one of the following:
 - a. If using standard Transmittal service:
 1. Suspend Service Notice (Pink, second copy of the Transmittal Assignment form)
 2. Stop Order (Yellow, fourth copy of the Transmittal Assignment form)
 - b. If using trunkless Transmittal Service:
 1. By sending to TSI a Service Notice form with the Suspend Service box checked.
 2. By sending to TSI a Service Notice form with the Paid in Full box checked.
 - c. If using electronic Transmittal Service:
 1. By transmitting to TSI a Stop Service transaction coded to Suspend or Cancel an account, or to report an account as paid.
 - d. By electing not to participate in Phase II of the TSI/CMS collection program and having all unpaid accounts cancelled and returned to the Company at the end of 90 days automatically (Service Completed Notice).
3. TSI/CMS shall indemnify and save harmless the Company from and against any and all loss, cost, damage, claims, or injury on account of any matter or thing made, done, permitted, or neglected by TSI/CMS in connection with its attempts to collect debts forwarded to or assigned to TSI/CMS by the Company; provided, however, that this Agreement shall not apply with respect to any erroneous information furnished to TSI/CMS by the Company nor shall it apply to any act or omission of the Company.
4. The Company agrees to indemnify and save harmless TSI/CMS from and against any and all loss, cost, damage, claims, or injury arising from or related to any inaccurate or erroneous information forwarded to TSI/CMS on accounts, or from any negligent or wrongful acts or omissions of the Company.
5. The prevailing party in any action arising from or relating to this Agreement or any breach of this Agreement, shall be entitled to recover its costs and reasonable attorney's fees from the nonprevailing party.
6. The Company agrees that it is not entitled to any refund for unused Transmittals whether or not they have expired. (See Guarantee)

PHASE I ONLY

PURCHASER'S SIGNATURE - CARBONLESS SIGNATURES WILL BE DEEMED ORIGINAL

REMOVE CARBON BEFORE SIGNING

PHASE II - FULL SERVICE

7. The Company agrees that if the individual account is not suspended or cancelled within the time period as outlined in Phase I (90 days), the account will automatically be transferred to our CMS Intensive Collection Division on a percentage commission basis.
8. The Company further agrees that all accounts that are transferred to our CMS division will be assigned at a _____ % commission rate. It is also agreed and understood that in order for an account to qualify for this commission rate, this account must be assigned to TSI/CMS for collection when the account is less than _____ months past due from the date of last payment or charge. The Company further agrees that a _____ % commission rate will be due on each account which is delinquent in excess of the above stated months.
9. The Company further agrees that a 50% commission rate will be due on the following accounts:
 - a. Accounts which prove to be skips (mail returns),
 - b. Accounts outside our network which CMS is required to forward to another agency,
 - c. Accounts where suit must be instituted,
 - d. Accounts under \$100.
10. The Company agrees to notify CMS immediately of all direct payments received after date account is transferred to CMS and further agrees that CMS is entitled to full commission on all monies recovered whether paid to CMS or the Company direct.
11. TSI/CMS is authorized to cause the filing of legal action on assigned accounts. TSI/CMS agrees to advance all court costs associated with filing legal actions. As prescribed by law, TSI/CMS will be reimbursed for such costs from the first monies recovered from the debtor. In consideration for advancing costs, TSI/CMS will retain all interest collected by TSI/CMS on assigned accounts. The Company hereby authorizes TSI/CMS to collect interest on assigned accounts pursuant to applicable law.
12. The Company authorizes CMS to endorse negotiable instruments received in payment of claims and to deduct commissions on claims paid direct to Company from any money due Company.
13. CMS agrees to remit on a monthly basis all monies due to the Company on accounts that have been collected on a percentage collection commission and will furnish an appropriate statement; however, interest earned on funds held in trust for the benefit of the Company will be retained by CMS.
14. It is understood and agreed that the Phase II CMS Assignment Agreement may be modified from Phase II to Phase I only within five (5) working days following receipt of a written notice by either party. Said notice shall be sent by Certified or Registered mail. Any account which has previously been assigned to CMS prior to the effective modification date of this Agreement will be governed in accordance with the Agreement in force at the time of assignment.

PHASE I AND II

(Full Service)

PURCHASER'S SIGNATURE - CARBONLESS SIGNATURES WILL BE DEEMED ORIGINAL

DATE: 12/3/01

SIGNED: _____

TSI/CMS REPRESENTATIVE

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SYSTEMS INC. - All Rights Reserved

Members Sommer/Nuckolls moved the County Board approve a Request for Approval of Contract with Transworld Systems, Inc. for Fine Collection Services - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

AGREEMENT

MCLEAN COUNTY DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this _____ day of _____, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and, MERLE PHARMACY NO 1, INC., a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies for the inmates incarcerated at the McLean County Detention Facility. In general, formulary medications and routine unit dose medications are delivered on a weekly basis. Same day delivery of medication is necessary on a Monday through Friday basis for new or revised medications that may be ordered by the MCDF Physician, Psychiatrist, or Dentist. After hours delivery (6:00 P.M to 10:00 P.M. Monday through Friday and Saturday and Sunday) of emergency prescriptions may be necessary on a limited basis. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
2. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
3. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility.
4. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
7. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the

term of the Agreement.

8. By the mutual agreement of the parties, provide on-site delivery of stock and individual routine medications on a weekly basis and daily delivery of new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist, and consult with the MCDF Health Services staff and with the Sheriff as Jail Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
9. Arrange for pharmaceutical coverage during absences.
10. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
11. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
12. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
13. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at a rate of Average Wholesale Price (AWP) minus 10%.
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and the termination date of this

Agreement. Said payment for services rendered shall be made within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2002 and terminate on December 30, 2004 unless terminated by either party in accordance with 14 a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDF Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the BOARD in so far as the manner and means of performing the services and obligations of the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
10. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
11. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

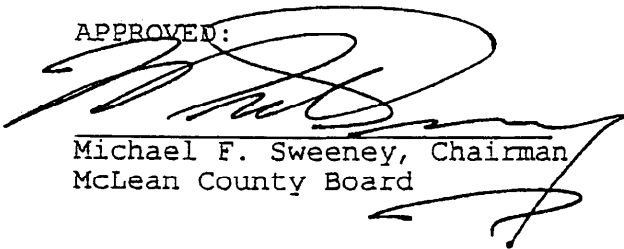
12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.
14. This AGREEMENT may be terminated for any of the following reasons:
 - a) At the request of the PROVIDER upon sixty days written notice.
 - b) At the request of the Board upon sixty days written notice.
15. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

SIGNATURE PAGE

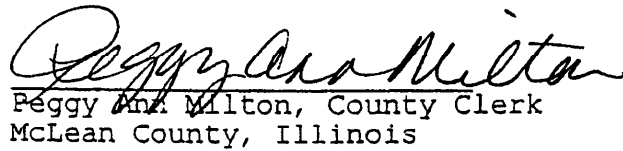
William M. Martin, R.Ph
Merle Pharmacy No. 1, Inc.

David Owens
McLean County Sheriff

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Sommer/Emmett moved the County Board approve a Request for Approval of Contract Agreement with Merle Pharmacy No. 1, Inc. for Pharmaceutical Services, McLean County Detention Facility - Correctional Health Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 18th day of December, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David Butler, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. David Butler is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. David Butler shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SCPA cases and Post Conviction Petitions

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on December 18th, 2001, and terminate on December 31st, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

David Butler
Bloomington, IL

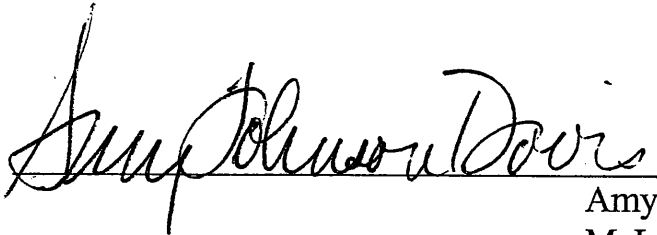
12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days'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

IN WITNESS THEREOF, the parties have affixed their respective signature on the 26th day of December, 2001.

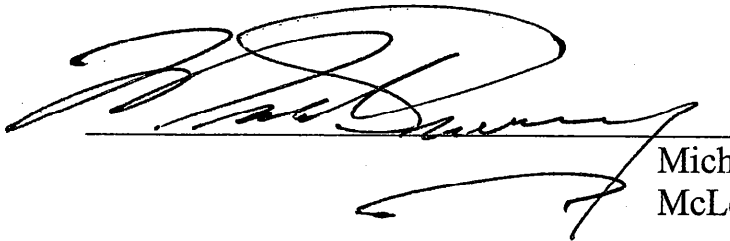
APPROVED:



David Butler
Attorney at Law

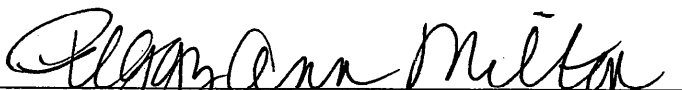


Amy Johnson Davis
McLean County Public Defender



Michael Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 18th day of December, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Mark Messman, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 18th, 2001, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

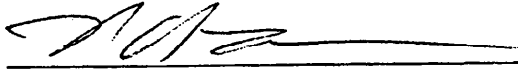
Mark Messman
Bloomington, IL 61701

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

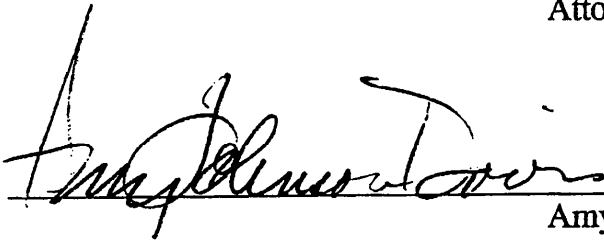
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IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2001.

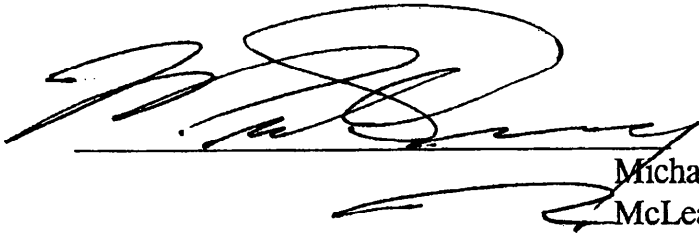
APPROVED:



Mark Messman
Attorney at Law

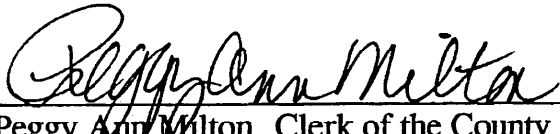


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Bostic moved the County Board approve a Request for Approval of Contracts for Professional Services with David Butler, Attorney at Law and Mark Messman, Attorney at Law - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated there were Items to be Presented for Information located on pages 276-291.

Member Bass, Chairman, presented the following:

TRANSPORTATION COMMITTEE:

McLEAN COUNTY HIGHWAY DEPARTMENT
 DECEMBER-12, 2001 LETTING
 2002 MFT SECTIONS

McLEAN COUNTY
 SEC. 02-00000-00-GM - GR 14

ITEM	DELIVERY STOCKPILE AT HUDSON AT BELLFLOWER	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK BID CHECK	JMH BID CHECK	ROWE	EARL BRADD	CARRI SCHARF
COVER COAT AGG CA-14		1,000 TON		\$8.50	\$8,500.00	\$10.25	\$10,250.00	\$0.00	\$0.00	\$9.25
		400 TON		\$8.50	\$3,400.00	\$10.35	\$4,140.00	\$0.00	\$0.00	\$7.90
					\$11,900.00	\$14,390.00	\$15,066.00	\$0.00	\$0.00	\$12,110.00
						20.92%	26.61%	-100.00%	-100.00%	4.28%

ARROWSMITH RD
 SEC. 02-03000-00-GM - GR 14

ITEM	DELIVERY TOWNSHIP STOCKPILE	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH BID CHECK	EARL BRADD	GENERAL MATERIALS	CARRI SCHARF	INDIAN CREEK
COVER COAT AGG CA-14		800 TON		\$13.00	\$10,400.00	\$13.08	\$10,464.00	\$0.00	\$0.00	\$13.79
CRUSHED LIMESTONE ONLY						\$10,464.00	\$10,464.00	\$0.00	\$0.00	\$11,032.00
						0.62%	-100.00%	-100.00%	-100.00%	8.08%

BELLFLOWER RD
 SEC. 02-04000-00-GM - GR 3A

ITEM	DELIVERY F.O.B. QUARRY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	PRAIRIE BID CHECK	JMH BID CHECK	EARL BRADD	VALLEY VIEW	CARRI SCHARF
COVER COAT AGG CA-14		200 TON		\$10.50	\$2,100.00	\$10.60	\$2,120.00	\$0.00	\$0.00	\$0.00
CRUSHED LIMESTONE ONLY						\$2,120.00	\$2,120.00	\$0.00	\$0.00	\$0.00
						0.95%	-100.00%	-100.00%	-100.00%	-100.00%

BELLFLOWER RD
 SEC. 02-04000-00-GM - GR 3B

ITEM	DELIVERY F.O.B. QUARRY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	PRAIRIE BID CHECK	JMH BID CHECK	EARL BRADD	VALLEY VIEW	CARRI SCHARF
SEAL COAT AGG CA-15/16		1,600 TON		\$10.50	\$16,800.00	\$8.05	\$12,880.00	\$0.00	\$0.00	\$0.00
CRUSHED LIMESTONE ONLY						\$12,880.00	\$12,880.00	\$0.00	\$0.00	\$12,160.00
						-23.33%	-100.00%	-100.00%	-100.00%	-27.62%

For

BELLFLOWER RD
SEC. 02-04000-00-GM - GR 4

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	PRAIRIE	JMH	EARL BRADD	VALLEY VIEW	CARRI SCHARF
AGG SURF CRSE TY B CA-6/10	F.O.B. QUARRY	3,000	TON	\$8.00	\$24,000.00	UNIT PRICE \$6.00 TOTAL \$18,000.00 -25.00%	UNIT PRICE \$11.55 TOTAL \$34,571.25 -3.75%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$6.00 TOTAL \$18,000.00 -25.00%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%
CRUSHED LIMESTONE ONLY										

CHENEYS GROVE
SEC. 02-08000-00-GM - GR 14

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH	EARL BRADD	VALLEY VIEW	GENERAL MATERIALS	CARRI SCHARF
SEAL COAT AGG CA-15/16	TOWNSHIP STOCKPILE	1,175	TON	\$12.00	\$14,100.00	UNIT PRICE \$10.57 TOTAL \$12,419.75 -11.92%	UNIT PRICE \$11.55 TOTAL \$13,571.25 -3.75%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%
CRUSHED LIMESTONE ONLY										

CROPSY RD
SEC. 02-10000-00-GM - GR 14

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH	EARL BRADD	VALLEY VIEW	GENERAL MATERIALS	CARRI SCHARF	INDIAN CREEK
SEAL COAT AGG CA-15/16	TOWNSHIP STOCKPILE	600	TON	\$12.50	\$7,500.00	UNIT PRICE \$9.79 TOTAL \$5,874.00 -21.68%	UNIT PRICE \$10.70 TOTAL \$6,420.00 -14.40%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$10.49 TOTAL \$6,294.00 -16.08%
CRUSHED LIMESTONE ONLY											

EMPIRE RD
SEC. 02-16000-00-GM - GR 3A

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK	PRAIRIE	JMH	ROWE	EARL BRADD
COVER COAT AGG CA-14	F.O.B. PIT OR QUARRY	900	TON	\$8.15	\$7,335.00	UNIT PRICE \$8.50 TOTAL \$7,650.00 4.29%	UNIT PRICE \$10.60 TOTAL \$9,540.00 30.06%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$8.00 TOTAL \$7,200.00 -1.84%	UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	VALLEY VIEW	CARRI SCHARF
						UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	UNIT PRICE \$7.75 TOTAL \$6,975.00 -4.91%

200

EMPIRE RD
SEC. 02-16000-00-GM - GR 3B

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	STARK	PRAIRIE	JMH	ROWE	EARL BRADD
SEAL COAT AGG CA-15/16	F.O.B. PIT OR QUARRY	1,000	TON	\$6.85	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
					TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
					\$7.35	\$8.05	\$0.00	\$6.50	\$0.00
					\$7,350.00	\$8,050.00	\$0.00	\$6,500.00	\$0.00
					\$6,850.00	\$8,050.00	\$0.00	\$6,500.00	\$0.00
					7.30%	17.52%	-100.00%	-5.11%	-100.00%

VALLEY VIEW CARRI SCHARF

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$7.60	\$7,600.00	\$6.50	\$6,500.00
	\$7,600.00		\$6,500.00
	10.95%		-5.11%

EMPIRE RD
SEC. 02-16000-00-GM - GR 4

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	STARK	PRAIRIE	JMH	ROWE	EARL BRADD
AGG SURF CRSE TY B CA-8/10	F.O.B. PIT OR QUARRY	1,500	TON	\$7.15	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
					TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
					\$10,500.00	\$9,000.00	\$0.00	\$6.90	\$10,350.00
					\$10,500.00	\$9,000.00	\$0.00	\$6.90	\$10,350.00
					-2.10%	-16.08%	-100.00%	-3.50%	-100.00%

VALLEY VIEW CARRI SCHARF K&R GRAVEL

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$6.00	\$9,000.00	\$6.50	\$9,750.00
	\$9,000.00		\$9,750.00
	-16.08%		-9.09%

HUDSON RD
SEC. 02-19000-00-GM - GR 14

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	STARK	JMH	ROWE	EARL BRADD
COVER COAT AGG CA-14	TOWNSHIP STOCKPILE	170	TON	\$11.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
SEAL COAT AGG CA-15/16	TOWNSHIP STOCKPILE	875	TON	\$11.00	TOTAL	TOTAL	TOTAL	TOTAL
					\$1,870.00	\$1,824.10	\$0.00	\$0.00
					\$9,625.00	\$7,866.25	\$8.98	\$0.00
					\$11,495.00	\$9,688.75	\$9,681.60	\$0.00
					-16.41%	-15.76%	-13.69%	-100.00%

INDIAN CREEK LIMESTONE TRANSIT TOWANDA CO.

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00
	-100.00%		-100.00%

CARRI SCHARF	BID CHECK	UNIT PRICE	TOTAL
		\$9.25	\$1,572.50
		\$7.75	\$6,781.25
			\$8,353.75
			-27.33%

209

MARTIN RD
SEC. 02-22000-00-GM - GR 14

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH BID CHECK TOTAL	EARL BRADD BID CHECK TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	CARRI SCHARF UNIT PRICE TOTAL	INDIAN CREEK BID CHECK TOTAL
SEAL COAT AGG CA-15/16	1,500	TON	\$13.00	\$19,500.00	\$13,845.00	\$15,300.00	\$0.00	\$0.00	\$15,105.00
CRUSHED LIMESTONE ONLY					\$13,845.00	\$15,300.00	\$0.00	\$0.00	\$15,105.00
					-29.00%	-21.54%	-100.00%	-100.00%	-22.54%

MONEY CREEK RD
SEC. 02-23000-00-GM - GR 14

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH BID CHECK TOTAL	TOWANDA CO. BID CHECK TOTAL	HANSEN BID CHECK TOTAL	ROWE BID CHECK TOTAL	EARL BRADD BID CHECK TOTAL	CARRI SCHARF BID CHECK TOTAL
SEAL COAT AGG CA-15/16	600	TON	\$12.50	\$7,500.00	\$5,544.00	\$14,370.00	\$14,355.00	\$9.29	\$0.00	\$4,800.00
					\$5,544.00	\$14,370.00	\$14,355.00	\$9.29	\$0.00	\$4,800.00
					-26.08%	-26.31%	-26.38%			-36.00%

NORMAL RD
SEC. 02-25000-00-GM - GR 14

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH BID CHECK TOTAL	STARK BID CHECK TOTAL	INDIAN CREEK UNIT PRICE TOTAL	LIMESTONE TRANSIT UNIT PRICE TOTAL	TOWANDA CO. BID CHECK TOTAL	ROWE BID CHECK TOTAL	EARL BRADD BID CHECK TOTAL	STEWART FARMS BID CHECK TOTAL	TOWANDA CO. BID CHECK TOTAL
COVER COAT AGG CA-14	900	TON	\$9.50	\$8,550.00	\$9,720.00	\$9,720.00	\$10.80	\$10.40	\$10.50	\$10.50	\$11.00	\$11.00	\$10.63
					\$9,720.00	\$9,720.00	\$10.80	\$10.40	\$10.50	\$10.50	\$11.00	\$11.00	\$10.63
					13.68%	13.68%	9.47%	9.47%	10.53%	10.53%	-12.00%	-12.00%	11.89%

WEST RD
SEC. 02-29000-00-GM - GR 4

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK	PRAIRIE	JMH	ROWE	EARL BRADD
AGG SURF CRSE TY B CA-6/10	F.O.B. PIT OR QUARRY	1,700	TON	\$7.00	\$11,900.00	\$7.00	\$6.00	\$10,200.00	\$6.90	\$0.00
					\$11,900.00	\$11,900.00	\$10,200.00	\$10,200.00	\$11,730.00	\$0.00
					0.00%	0.00%	-14.29%	-100.00%	-1.43%	-100.00%

VALLEY VIEW

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$6.00	\$10,200.00	\$6.50	\$11,050.00	\$3.50	\$9,350.00	\$3.50	\$9,350.00
	-14.29%		-7.14%		-21.43%		-21.43%

WEST RD
SEC. 02-29000-00-GM - GR 14

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK	JMH	EARL BRADD	INDIAN CREEK
BEAL COAT AGG CA-15/16	TOWNSHIP STOCKPILE	925	TON	\$9.50	\$8,787.50	\$8.40	\$7,770.00	\$8.75	\$6,937.50
					\$8,787.50	\$7,770.00	\$8,093.75	\$8,937.50	\$0.00
					-11.58%	-11.58%	-7.89%	-21.05%	-100.00%

TOWANDA CO.

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$8.98	\$8,306.50	\$8.306.50	\$8,306.50
	-5.47%		-5.47%

McLEAN COUNTY HIGHWAY DEPARTMENT
DECEMBER-12, 2001 LETTING
2002 NON-MFT SECTIONS

ARROWSMITH RD
SEC. 2002 NON-MFT GR 13

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	JMH	EARL BRADD	CARRI SCHARF	LIMESTONE TRANSIT	TOWANDA CO.
AGG SURF CRSE TY B	STOCKPILE/ARROWSMITH	1,200	TON	\$9.00	\$10,800.00	\$8.48	\$9.20	\$9.00	\$8.49	\$8.60
CRUSHED LIMESTONE ONLY					\$10,800.00	\$10,176.00	\$11,040.00	\$0.00	\$10,188.00	\$10,320.00
					-5.78%	-5.78%	2.22%	-100.00%	-5.67%	-4.44%

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$8.29	\$9,948.00	\$9,948.00	\$9,948.00
	-7.89%		-7.89%

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at a stand-up meeting on December 18, 2001, for a letting held on December 12, 2001 for McLean County and ten (10) Road Districts 2002 MFT Maintenance Sections, and one (1) Non-MFT Road District, and

WHEREAS, the Transportation Committee duly approved the bids on December 18, 2001.

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

2002 MFT SECTIONS:

McLean County..... Sec. 02-00000-00-GM GR14 \$12,410.00
The successful bidder for the above section was, Carri Scharf Trucking, P. O. Box 305, Bloomington, IL 61702

Arrowsmith RD. Sec. 02-03000-00-GM GR14 \$10,464.00
The successful bidder for the above sections was, JMH Trucking, Inc. 1602 S. Bunn St., Bloomington, IL 61701

Bellflower R.D..... Sec. 02-04000-00-GM GR. 3A
The successful bidder on the above section was:
Prairie Materials, P. O. Box 105, Pontiac, IL 61764 \$2120.00

Bellflower R.D..... Sec. 02-04000-00-GM GR. 3B
The successful bidders on the above section were:
Prairie Materials, P. O. Box 105, Pontiac, IL 61764 \$12,880.00
Valley View Industries, 8785 E 2500N Rd., Cornell, IL 61319 \$12,160.00

Bellflower R.D..... Sec. 02-04000-00-GM GR. 4
The successful bidders on the above section were:
Prairie Materials, P. O. Box 105, Pontiac, IL 61764 \$18,000.00
Valley View Industries, 8785 E 2500N Rd., Cornell, IL 61319 \$18,000.00

Cheney's Grove R.D..... Sec. 02-08000-00-GM GR14 \$12,419.75
The successful bidder for the above sections was, JMH Trucking, Inc. 1602 S. Bunn St., Bloomington, IL 61701

Cropsey R.D..... Sec. 02-10000-00-GM GR14 \$5,748.00
The successful bidder for the above sections was, Limestone Transit, 1206 W. Oak, Fairbury, IL 61739

Empire R.D..... Sec. 02-16000-00-GM GR. 3A
The successful bidders on the above section were:
Stark Material, Inc. 1805 W. Washington St., Bloomington, IL 61701 \$7,650.00
Prairie Materials, P. O. Box 105, Pontiac, IL 61764 \$9,540.00
Rowe Construction Co., P. O. Box 609, Bloomington, IL 61701..... \$7,200.00
Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701..... \$6,975.00

212

Empire R.D. Sec. 02-16000-00-GM GR. 3B

The successful bidders on the above section were:

Stark Material, Inc. 1805 W. Washington St., Bloomington, IL 61701	\$7,350.00
Prairie Materials, P. O. Box 105, Pontiac, IL 61764	\$8,050.00
Rowe Construction Co., P. O. Box 609, Bloomington, IL 61701.....	\$6,500.00
Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701.....	\$6,500.00
Valley View Industries, 8785 E 2500N Rd., Cornell, IL 61319	\$7,600.00

Empire R.D. Sec. 02-16000-00-GM GR. 4

The successful bidders on the above section were:

Stark Material, Inc. 1805 W. Washington St., Bloomington, IL 61701	\$10,500.00
Prairie Materials, P. O. Box 105, Pontiac, IL 61764	\$9,000.00
Rowe Construction Co., P. O. Box 609, Bloomington, IL 61701.....	\$10,350.00
Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701.....	\$9,750.00
Valley View Industries, 8785 E 2500N Rd., Cornell, IL 61319	\$9,000.00

Hudson R.D. Sec. 02-19000-00-GM GR. 14 \$8,353.75

The successful bidder for the above section was Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701

Martin R.D. Sec. 02-22000-00-GM GR. 14 \$13,845.00

The successful bidder for the above sections was, JMH Trucking, Inc. 1602 S. Bunn St., Bloomington, IL 61701

Money Creek R.D. Sec. 02-23000-00-GM GR. 14 \$4,800.00

The successful bidder for the above section was Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701

Normal R.D. Sec. 02-25000-00-GM GR. 14 \$8,550.00

The successful bidder for the above section was Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701

West R.D. Sec. 02-29000-00-GM GR. 14 \$6,937.50

The successful bidder for the above section was Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701

West R.D. Sec. 02-29000-00-GM GR. 4

The successful bidders on the above section were:

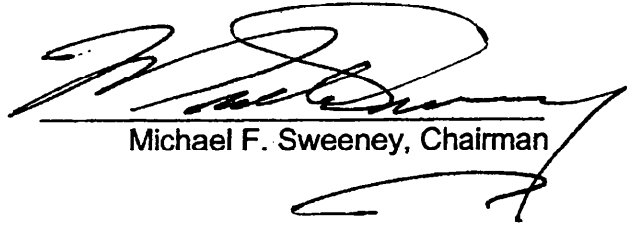
Stark Material, Inc. 1805 W. Washington St., Bloomington, IL 61701	\$11,900.00
Prairie Materials, P. O. Box 105, Pontiac, IL 61764	\$10,200.00
Rowe Construction Co., P. O. Box 609, Bloomington, IL 61701.....	\$11,730.00
Carri Scharf Trucking, Inc., P. O. Box 305, Bloomington, IL 61701.....	\$11,050.00
Valley View Industries, 8785 E 2500N Rd., Cornell, IL 61319	\$10,200.00

213

2002 NON-MFT SECTIONS

Arrowsmith R.D. Sec. 2002 Non-MFT GR. 13 \$9,948.00

The successful bidder for the above section was Donald Hansen Trucking, Inc., Box 272, Melvin, IL 60952

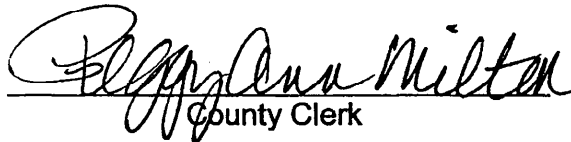

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 18, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of December A.D., 2001.

[SEAL]


County Clerk

Members Bass/Emmett moved the County Board approve a Request for Approval of a Resolution Approving Stockpile Bids. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated Ireland Grove to 150 is two lanes and open and Ireland Grove North to Route 9 is four lanes and open. Member Sommer asked how the salt supply was holding out. Member Bass replied they had trouble getting salt this year but there is plenty of salt to get through.

REPORT OF THE COUNTY ADMINISTRATOR:
Mr. Zeunik stated he had nothing to report.

OTHER BUSINESS AND COMMUNICATION:
Member Berglund thanked the Board for passing the proclamation regarding children and tobacco.
Member Owens stated he was a Member of the Mid-Central Community Action Board and invited the Board to tours of Mayor's Manor which will be from 9:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 6:00 p.m. on December 18, 2001.
Member Owens also stated he would be having surgery the day after Christmas and would like the Board to keep him in their prayers.


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

MCLEAN COUNTY BOARD COMPOSITE

December 18, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$343,456.64	\$343,456.64
Finance	\$187.56	\$493,802.08	\$493,989.64
Human Services		\$418,680.40	\$418,680.40
Justice	\$35,646.61	\$1,365,216.68	\$1,400,863.29
Land Use		\$14,748.85	\$14,748.85
Property		\$315,111.16	\$315,111.16
Transportation		\$393,038.17	\$393,038.17
Health Board		\$346,940.47	\$346,940.47
Disability Board		\$43,638.35	\$43,638.35
T. B. Board		\$17,855.22	\$17,855.22
Total	\$35,834.17	\$3,752,488.02	\$3,788,322.19




Michael F. Sweeney, Chairman
McLean County Board

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

Members Renner/Selzer moved for adjournment until Tuesday, January 15, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:24 a.m.

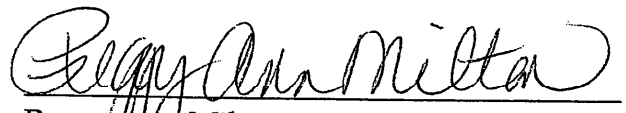
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of December, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 2nd day of January, 2002.


Peggy Ann Milton, McLean County Clerk

216