

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

January 21, 2003

*Subject to approval at  
February 18, 2003  
County Board Meeting*



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**January 21, 2003**

The McLean County Board met on Tuesday, January 21, 2003 at 9:07 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.

**Comments by the Chairman:**

Chairman Sweeney stated the following: I have been asked that the Members get closer to the microphone because at the last meeting they could not pick up some of the discussion so I would appreciate it.

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

Members Rick Dean, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Sue Berglund, Diane Bostic, Don Cavallini, and Michael Sweeney.

**The following Member was absent:**

Duffy Bass

**Appearance by Members of the Public and County Employees:**

Chairman Sweeney stated the following: last Friday, Sue Berglund's Subcommittee had a meeting with some of our State Senators. Mr. Brady was here and Dan Rutherford. Our Representatives Dan Brady, Keith Sommer, and Shane Cultra were here and also our newest representative, Tim Johnson was here. So it was an excellent meeting and I see that Dan Brady is here and I've asked him to come up and speak shortly about what is going on in Springfield. Mr. Brady stated the following: it's my pleasure to be here. It's always nice to be in front of the County Board when you don't have an item for action, especially budget related. In all seriousness, the Chairman and I talked the other day, and Sue Berglund, your Administration Staff, and others that attended the meeting. We had a very good meeting. I think there are two points that came out of the meeting that we would certainly understand. The first one is hold the line, and that is what we are certainly going to try to do in Springfield regarding a lot of things when it comes to County Government, and government all over. You ladies and gentlemen are charged with the same duty as we are and that's simply to provide services to your constituents and it's going to be more difficult than ever to do that. The other is outstanding money that is owed McLean County in different areas. We talked about the Clerk's office, we talked about the juvenile situations through DCFS, and so that will be certainly be more of a challenge. We listened and we came away with a consensus to be advocates on your behalf. For those of you who don't know, we do have a good legislative team that represents this County. You can talk about reapportionment but I think we benefit in McLean County. Senator Bill Brady in the 44<sup>th</sup>, Senator Dan Rutherford in the 53<sup>rd</sup>, and our Representative team Bill Mitchell in the 87<sup>th</sup>, Keith Sommer around the Bloomington/Normal area, Shane Cultra out in the 105<sup>th</sup>, and I have the 88<sup>th</sup> which is Bloomington/Normal. I know you are faced with a lot of challenges and big decisions.

We want to partner together. It is going to be more difficult than ever to do this. Depending on whose figures you believe down there is Springfield, we are anywhere from four to five billion in the hole. There are three options that you have and they are to cut, continue to cut, and continue to cut, or you have some source of new revenue, or you have a combination of the two. We start back in on Thursday. We will hear our Committee assignments and begin work in the House and it's not a Republican and Democrat issue this time. It's the budget for all of the people of the State. I look forward to working with all of you. It's so nice to see some new faces, some old faces. Keep up the good work and thanks for all you do for McLean County.

**Consent Agenda:**

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

The Consent Agenda read as follows:

6. CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, December 17, 2002
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1. Request Approval of a Resolution of Letting Results from January 3, 2003, for Various Road Districts 2003 MFT Maintenance Sections – Highway Department
- C. Building & Zoning – Phil Dick, Director
  - 1. Zoning Cases:
    - a) Approve the application of Frank Koe in case 02-54-Z. He is requesting a map amendment to change the zoning classification from A - Agriculture District to in part C-Commercial District and to in part R-2 Two Family Residential District on a 152 acre Property in Towanda Township, immediately northwest Of the Towanda Barnes Road and Fort Jesse Road
    - b) Approve the application of Frank Koe in case 02-55-S. He is requesting a special use to allow a Planned Development in the C-Commercial District and the R-2 Two Family Residential District on property located in Towanda Township, immediately northwest Of the Towanda Barnes Road and Fort Jesse Road
    - c) Approve the application of David R. Smith, in case 02-56-Z. He is requesting a map amendment to change the zoning classification of a 2.5 acre property located in Bloomington Township 700 feet west of Main Street and 450 feet south of Hamilton Road
    - d) Approve the application of the City of Bloomington, in Case 02-57-S. They are requesting a special use to allow a radio communication tower, that may also be used by cell or digital phone providers, accessory to a water treatment plant on property located near Lake Bloomington In Hudson Township, at 25515 Waterside Way, Hudson
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- 1) Items to be presented for Action:
  - a) Request Approval of the Ordinance Adopting the 2003 Holiday Schedule, as amended

Finance Committee

- 1) Items to be presented for Action:
  - a) Request Approval of Resolution Establishing Mileage Reimbursement Rate for Use of Private Vehicles for County Business

Justice Committee

- 1) Items to be presented for Action:
  - a) Request Approval to Award a Uniform Bid to Ray O'Herron Company, Danville, Illinois - Sheriff's Department
  - b) Request Approval of a Resolution Approving The 2003 McLean County Emergency Operations Plan - E.S.D.A. Department

Property Committee

- 1) Items to be presented for Action:
  - a) Recommend Approval of the Request to Release Bid Specifications to Replace the Exterior Envelope of the 200 West Front Street Building - Facilities Management Department

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

a) REAPPOINTMENTS:

Emergency Telephone System Board

Chief Roger Aiken  
305 South East Street  
Bloomington, Illinois 61702-3157  
Appointed to a Four-Year Term that expires on the 3<sup>rd</sup> Tuesday in January, 2007

Mr. Dennis Powell  
1429 East 300 North Road  
Heyworth, Illinois 61745  
Appointed to a Four-Year Term that expires on the 3<sup>rd</sup> Tuesday in January, 2007

b) APPOINTMENTS:

None

c) RESIGNATIONS

Golden Rule Drainage District

Mr. Dale Nagel  
Post Office Box 188  
Chenoa, Illinois 61726  
Resignation effective January 6, 2003

G. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 7, 2003, for a letting held on January 3, 2003 for McLean County and various Road Districts 2003 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 7, 2003

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

**2003 MFT SECTIONS:**

|                     |                     |       |             |
|---------------------|---------------------|-------|-------------|
| Allin R.D.          | Sec. 03-01000-00-GM | GR 14 | \$ 4,494.00 |
| Arrowsmith R.D.     | Sec. 03-03000-00-GM | GR 14 | \$11,610.00 |
| Arrowsmith R.D.     | Sec. 03-03000-00-GM | GR 15 | \$ 8,400.00 |
| Bellflower R.D.     | Sec. 03-04000-00-GM | GR 14 | \$11,490.00 |
| Blue Mound R.D.     | Sec. 03-07000-00-GM | GR 14 | \$17,871.00 |
| Cheney's Grove R.D. | Sec. 03-08000-00-GM | GR 14 | \$ 6,771.00 |
| Gridley R.D.        | Sec. 03-18000-00-GM | GR 14 | \$21,512.50 |
| Hudson R.D.         | Sec. 03-19000-00-GM | GR 14 | \$ 9,141.00 |
| West R.D.           | Sec. 03-29000-00-GM | GR 14 | \$ 6,774.50 |

The successful bidder on the above sections was Earl Brad & Son, Saybrook, Illinois

|              |                     |       |             |
|--------------|---------------------|-------|-------------|
| Cropsey R.D. | Sec. 03-10000-00-GM | GR 14 | \$ 7,000.00 |
|--------------|---------------------|-------|-------------|

The successful bidder on the above section was Limestone Transit, Fairbury, Illinois

|                  |                     |       |             |
|------------------|---------------------|-------|-------------|
| Dawson R.D.      | Sec. 03-13000-00-GM | GR 14 | \$11,950.40 |
| Martin R.D.      | Sec. 03-22000-00-GM | GR 15 | \$ 1,550.00 |
| Money Creek R.D. | Sec. 03-23000-00-GM | GR 14 | \$ 5,479.44 |
| Normal R.D.      | Sec. 03-25000-00-GM | GR 14 | \$ 7,162.20 |

The successful bidder on the above sections was Towanda Company, Towanda, Illinois

|             |                     |       |             |
|-------------|---------------------|-------|-------------|
| Martin R.D. | Sec. 03-22000-00-GM | GR 14 | \$13,678.00 |
|-------------|---------------------|-------|-------------|

The successful bidder on the above section was Donald Hansen, Melvin, Illinois

|             |                     |      |  |
|-------------|---------------------|------|--|
| Empire R.D. | Sec. 03-16000-00-GM | GR3A |  |
|-------------|---------------------|------|--|

The successful bidders on the above section were:

|  |                 |
|--|-----------------|
| Stark Materials Inc., Bloomington, IL 61701  | \$ 8.65 per ton |
| Rowe Construction Co., Bloomington, IL 61701 | \$ 8.75 per ton |

|             |                     |      |  |
|-------------|---------------------|------|--|
| Empire R.D. | Sec. 00-16000-00-GM | GR3B |  |
|-------------|---------------------|------|--|

The successful bidders on the above section were:

|  |                 |
|--|-----------------|
| Stark Materials Inc., Bloomington, IL 61701  | \$ 7.59 per ton |
| Rowe Construction Co., Bloomington, IL 61701 | \$ 7.50 per ton |

Empire R.D. .... Sec. 00-16000-00-GM ..... GR4

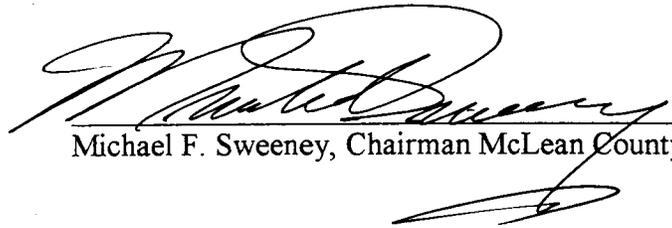
The successful bidders on the above section were:

|  |                 |
|--|-----------------|
| Stark Materials Inc., Bloomington, IL 61701 .....  | \$ 7.45 per ton |
| Rowe Construction Co., Bloomington, IL 61701 ..... | \$ 7.25 per ton |
| Prairie Materials, Pontiac, IL 61764 .....         | \$ 6.20 per ton |
| Valley View Industries, Cornell, IL 61319 .....    | \$ 6.00 per ton |

Lawndale R.D. .... Sec. 03-20000-00-GM ..... GR 3

The successful bidders on the above section were:

|   |                |
|---|----------------|
| Prairie Materials, Inc. Pontiac, IL 61764 ..... | \$8.25 per ton |
| Valley View Industries, Cornell, IL 61319 ..... | \$8.00 per ton |



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 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 January 21, 2003.

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 21st day of January, A.D., 2003.

[SEAL]



County Clerk

ORDINANCE AMENDING THE ZONING DISTRICT MAP  
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of Agriculture District to in part a classification of C-Commercial District and to in part R-2 Two Family Residential District on 152 acres of land which is part of Section 19, Township 24N Range 3E of the 3<sup>rd</sup> P.M. and is located in Towanda Township immediately northwest of the intersection of Towanda Barnes Road and Fort Jesse Road; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. 02-54-Z according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

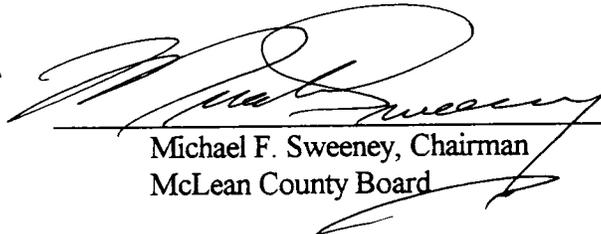
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of Agriculture District to in part a classification of C-Commercial District and to in part R-2 Two Family Residential District.

Adopted by the County Board of McLean County, Illinois this 21<sup>st</sup> day of January 2003.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Frank Koe in case 02-54-Z for a map amendment to change the zoning classification from A-Agriculture District to in part C-Commercial District and to in part R-2 Two Family Residential District on a 152 acre property which is part of Section 19, Township 24N Range 3E of the 3<sup>rd</sup> Principal Meridian. and is located in Towanda Township immediately northwest of the intersection of Towanda Barnes Road and Fort Jesse Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 7, 2003. The hearing took place in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

**PHYSICAL LAYOUT** – The 152 acre property is currently used for crop production. The topography of the property is relatively flat. The property drains from the northwest and southeast corners to a drainage way at the center then northeast along the drainage way. The property has 2,655 feet of frontage on the north side of Fort Jesse Road and 2,645 feet on the west side of Towanda Barnes Road.

**SURROUNDING ZONING AND LAND USES** –The property to the north, east and west is in the Agriculture District. The property to the south is in three districts: R-1C Residential in the City of Bloomington, S-2 Park in the City of Bloomington and Agriculture District in the County. The property to the north, east and west is used for crop production. The land to the south is used for crop production and single family dwellings.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 121 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 237 out of 300 points. A score above 225 points means the property is of high value for protection of agricultural land.

**BACKGROUND:** A pre-annexation agreement has been approved by the Town of Normal for a planned development on this property which is currently approximately 3/8 of a mile from the boundary. Until this property is contiguous with the Town of Normal, the County and the Town will review development jointly. A planned development has been submitted for this property as a separate application in case 02-55-S. Approximately 30 acres of the land would be in the Commercial District and 122 acres in the R-2 District.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- A. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The trend of development in the area is toward residential and commercial uses. The Eagle Crest North Subdivision is southwest, Eagle Crest East is south, and the Eagle View Subdivision will be located to the southeast of this site. The City of Bloomington also has a pre-annexation agreement to have the property to the south near Towanda Barnes Road zoned B-1 Highway Business District. The proposed Commercial zoning will be located directly north of this B-1 Highway Business District.

The County Comprehensive Plan shows the property designated for medium to high intensity urban growth and agricultural use. The Comprehensive Plan also shows a sub-regional and local service center located to the south adjacent to the proposed development. Intergovernmental staff recommended and the McLean County Regional Planning Commission has approved for this proposed development a 'B' rating on its Consistency Review Report; which is a 'favorable recommendation'.

The applicant has entered into a pre-annexation agreement with the Town of Normal. They will annex it when it becomes contiguous with the Town of Normal. Until the property is contiguous, the Town will supervise installation and operation of the public water and sewer system.

The high LESA score indicates this site should be preserved for agricultural uses. The Comprehensive Plans states that the policy for Urban Growth is to "Encourage urban development and supporting services in locally adopted growth areas and discourage such development elsewhere". Although the land is highly desirable for farming, it also lies partially within the Urban Growth Area defined by the Comprehensive Plan and adopted by the County in August of 2000.

The applicant proposes a unique development that would have smaller street widths than standard and have alleys at the rear of most lots. The lot areas would also be smaller in size than the typical lot that is proposed in the County. The proposed development would have a community center, water detention areas, open green spaces, sidewalks, and bike trails. The trend of development in the area and the general consistency with the Comprehensive Plan make it appropriate for residential and commercial development.

- B. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is large and relatively flat with a small waterway that drains to the east. The topography and dimensions of the

property are appropriate for uses in both the existing and the proposed zoning districts. The location of this property at the intersection of Fort Jesse Road and Towanda Barnes Road make it attractive for residential and commercial development. The current use of the property for crop production is also a reasonable use of the land until it is appropriate for development.

- C. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. The property has 2,645 feet of frontage on Towanda Barnes Road and 2,655 feet of frontage on Fort Jesse Road and it appears that safe sight distance can be acquired at these locations. The applicant will need to acquire plat access certificates from the County Highway Department and from the City of Bloomington before a final plat can be recorded.
- D. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. The property is adjacent to Towanda Barnes Road and Fort Jesse Road. Towanda Barnes Road is classified as a minor arterial street and has been upgraded from a two lane road to a four lane roadway at the southeast corner of this property. Fort Jesse Road is classified as a collector street.
- E. The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the C-Commercial District and the R-2 Two Family Residential District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The applicant will be required to develop the property according to a plan that a licensed engineer will design. When an applicant requests to build on the subject property the applicant will be required to meet County and State drainage requirements prior to building on the property.
- F. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R-2 Two Family Residential District and the C-Commercial District.** This standard is met. The Towanda Township Fire District will provide fire protection for the subject property. Public water and sewer system will be available at this site.
- G. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R-2 Two Family Residential District and C-Commercial District.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend approval, Member Kinsella was opposed and no members were absent.

Respectfully submitted this 7<sup>th</sup> day of January 2003, McLean County Zoning Board of Appeals

Sally Rudolph  

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Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Frank Koe in case 02-55-S. He is requesting a special use to allow a Planned Development in the C-Commercial District and the R-2 Two Family Residential District. This is all on a 152 acre property which is part of Section 19, Township 24N Range 3E of the 3<sup>rd</sup> P.M. and is located in Towanda Township immediately northwest of the intersection of Towanda Barnes Road and Fort Jesse Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 7, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 152 acre property is currently used for crop production. The topography of the property is relatively flat. The property drains from the northwest and southeast corners to a drainage way at the center then northeast along the drainage way. The property has 2,655 feet of frontage on the north side of Fort Jesse Road and 2,645 feet on the west side of Towanda Barnes Road.

**SURROUNDING ZONING AND LAND USES** –The property to the north, east and west is in the Agriculture District. The property to the south is in three districts: R-1C Residential District in the City of Bloomington, S-2 Park District in the City of Bloomington and Agriculture District in the County. The property to the north, east and west is used for crop production. The land to the south is used for crop production and single family dwellings.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to develop a Planned Development that is adjacent to the City of Bloomington and is generally consistent with the County Comprehensive Plan. The applicant is requesting to allow 316 residential lots on approximately 118 acres and 34 commercial lots on approximately 20 acres. The commercial lots will be located near the intersection of Towanda Barnes Road and Fort Jesse Road. The residential lots will be located north and west of the commercial lots. The applicant has also entered into a pre-annexation agreement with the Town of Normal.

This Planned Development is set up similar to a traditional neighborhood. The proposed development will have relatively small lot sizes, houses will face the street and generally the garages will be located at the rear of the lots and accessed by an alley. There will also be a section for zero lot line townhouses that will be accessed by an alley. The proposed development has a unique design and will have public water, sewer and relatively small residential lot sizes.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the north, east, and west that is currently used for crop production will continue to be desirable for such. The property to the south will continue to be desirable for residential and commercial uses. The proposed development will likely increase property values in the immediate vicinity and will not be injurious to the use and enjoyment of other property in the immediate area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed Planned Development will be built adjacent to properties that are used for crop production, land that is developed for single family residences and land that is proposed for commercial development. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is adjacent to the corporate limits of Bloomington/Normal that is suitable for crop production will also continue to be suitable for the development of residential and commercial uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. Public water and sewer systems will be available at the site. The property has adequate frontage on Towanda Barnes Road and Fort Jesse Road to provide access. The Towanda Township Fire District will provide fire protection. The applicant is working with a licensed Engineer to address the drainage issues associated with this property. The applicant will need to meet the County and State drainage requirements before a final plat can be recorded. The applicant claims to have a contract with American Garbage Disposal for the removal of trash. The snow removal will be conducted by Towanda Township.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant will need to acquire plat access certificates from the County Highway Department and from the City of Bloomington before a final plat can be recorded.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-2 Two Family Residential and Commercial Districts.** This standard is met. The preamble states "It is essential that areas for various land use categories be designated in the proper location and proportion to encourage and accommodate economic and resultant population growth of the County and to preserve its natural resources".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-2 Two Family Residential and Commercial Districts.** This standard is met. The intent of the R-2 Two Family Residential District is to "provide for moderate density residential development, including two-family and higher density single family dwellings, in a manner which will encourage a strong residential neighborhood". The intent of the Commercial District is to "provide for specialized types of service business and commercial establishments, which due to their function and methods of operation are permitted uses only in this district".

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance according to the information and testimony provided if the map amendment in case 02-54-Z is approved on the property.

Therefore this Board recommends that a special use be approved on the property described above to allow a Planned Development in the Commercial and R-2 Districts according to plans submitted with minor changes approved by the Director of Building and Zoning provided that case 02-54-Z is approved.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend approval, Member Kinsella was opposed and no members were absent.

Respectfully submitted this 7<sup>th</sup> day of January 2003, McLean County Zoning Board of Appeals

Sally Rudolph  

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Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of David R. Smith in case 02-56-Z. He is requesting a a map amendment to change the zoning classification of a 2.5 acre property from R-1 Single Family Residence District to C-Commercial District on property which is part of Section 16, Township 23N Range 2E of the 3<sup>rd</sup> P.M. and is located in Bloomington Township 700 feet west of Main Street and 450 feet south of Hamilton Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 7, 2003. The hearing took place in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

**PHYSICAL LAYOUT** – The 2.5 acre property is currently partially used for storing landscape materials and vehicles and in part vacant. The topography of the property is relatively flat and drains generally to the southwest and partly to the north. The property has 140 feet of frontage on the west side of U.S. Route 51 (Main Street), a concrete road 100 feet in width.

**SURROUNDING ZONING:**

- a. North: R-1 Single Family Residence District and B-1 Highway Business District in the City of Bloomington
- b. East: C-Commercial District in the County and B-1 Highway Business District in the City of Bloomington
- c. South: M-1 Restricted Manufacturing District in the City of Bloomington
- d. West: S-2 Public Lands and Institutions District in the City of Bloomington

**SURROUNDING LAND USE:**

- a. North: Single family dwellings and a business ( Sunburst Nursery )
- b. East: Nursery and mini warehouse/self storage units
- c. South: Printing business
- d. West: Golf course

**BACKGROUND:** The property extends from Main Street on the east to the Prairie Vista Golf Course on the west and is surrounded by the City of Bloomington. The property on the east half is in the Commercial Zoning District and the property on the west half is in the R-1 Single Family Residence District. Access to the west part of the property is only available through the east part of the property from Main Street. The east part of the property is used as a self storage facility.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- A. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The parcel on which this zoning request is being made currently has split zoning; it has Commercial zoning on the east half and R-1 zoning on the west half. The applicant is requesting to have Commercial zoning on the whole piece. The trend of development in the area is toward commercial and manufacturing uses. There are mini warehouses and a landscaping and nursery business located to the east. There also are two single-family dwellings located to the north. The property to the south is zoned M-1 Restricted Manufacturing District and has a printing company located on it. The Comprehensive Plan shows the property designated for development. This property is completely surrounded by the City of Bloomington. This property will likely be annexed in the City of Bloomington this year.
- B. The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The location of this property adjacent to the Commercial District to the east and the M-1 Restricted Manufacturing District to the south make it appropriate for commercial development. The property could not be subdivided into residential lots since the R-1 property has no frontage on a public road.
- C. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. The property has approximately 140 feet of frontage on the west side of Main Street and it appears that safe sight distance can be provided at the exiting entrance. Commercial development on the site could be provided access from Main Street.
- D. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. This property is adjacent to Main Street which is an arterial road.
- E. The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the C-Commercial District will not have a substantial**

**detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat.

- F. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the C-Commercial District.** This standard is met. The Bloomington Township Fire District will provide fire protection for the subject property. Public water and sewer is available at this site from the City of Bloomington.
- G. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from R-1 Single Family Residence District to a classification of C-Commercial District.

**ROLL CALL VOTE** - The roll call vote was seven members for the motion, no members opposed and no members were absent.

Respectfully submitted this 7<sup>th</sup> day of January 2003, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the City of Bloomington, in case 02-57-S. They are requesting a special use to allow a radio communication tower, that may also be used by cell or digital phone providers, accessory to a water treatment plant on property which is part of Section 1, Township 25N Range 2E of the 3<sup>rd</sup> P.M. and is located near Lake Bloomington in Hudson Township at 25515 Waterside Way, Hudson.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 7, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The property is part of a larger acreage that includes all of Lake Bloomington and the land surrounding it. This part of the property is used for City of Bloomington facilities including a water treatment plant, a boat launch area, a marina, a maintenance building, the Lake Bloomington Ranger Office, the Lake Bloomington Ranger Residence and Davis Lodge. The property is relatively flat and drains to the east and north to Lake Bloomington.

**SURROUNDING ZONING AND LAND USES** - The land on all sides is zoned R1-Single Family Residence District. Lake Bloomington is located to the north and east. Single family residences are located to the south across a drainage way. Single family residences and crop production are located across County Highway 8 to the west.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a communications tower near the water treatment plant at Lake Bloomington so that information can be transmitted from and to that tower to an antenna located in the City of Bloomington through wireless means. The applicant would also be able to provide better coverage for cell phone users in the area if an antenna is placed on this tower. The proposed tower will allow the City of Bloomington to better manage their water treatment facility. The tower will be located 18 feet from the water treatment processing building that is centrally located on the property. The proposed communication tower will have a maximum height of 190 feet.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The site for the proposed communications tower will be at least 900 feet from the nearest single family dwelling; it will not likely diminish property values in the immediate area.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed communication tower will allow the water treatment plant to function more efficiently; it will not likely negatively impact future residential development in the area.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed communication tower will be accessory to the water treatment plant; necessary facilities and access are already provided.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrances.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-1 Single Family Residence District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-1 Single Family Residence District.** The R-1 Single Family Residence District is intended to provide low density single family dwelling use and to allow certain public facilities.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance according to the information and testimony provided.

Therefore this Board recommends that a special use be approved on the property described above to allow a radio communication tower, that may also be used by cell or digital phone providers, accessory to a water treatment plant according to plans submitted with minor changes approved by the Director of Building and Zoning.

**ROLL CALL VOTE** - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members were absent.

Respectfully submitted this 7<sup>th</sup> day of January 2003, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

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

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

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

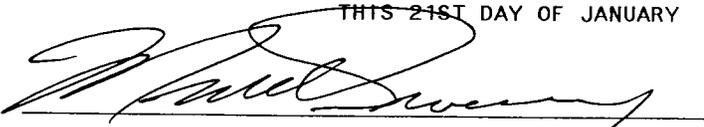
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

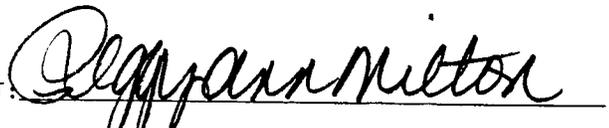
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

| DEBIT:<br>FROM                      | ACCOUNT TITLE   | AMOUNT   | CREDIT:<br>TO | ACCOUNT TITLE                  | AMOUNT    |
|-------------------------------------|---|----------|---------------|--------------------------------|-----------|
| -----                               |   |          |               |                                |           |
| Executive Committee                 |   |          |               |                                |           |
|                                     | FUND 0001 DEPARTMENT 0001 COUNTY BOARD<br>PGM 0001 LEGISLATION & POLICY         |          |               |                                |           |
| 0760 0001 CONTINGENT                |   | 659.00   |               |                                |           |
|                                     | FUND 0001 DEPARTMENT 0001 COUNTY BOARD<br>PGM 0100 FLEET                        |          |               |                                |           |
|                                     |   |          |               | 0840 0001 PURCHASE OF VEHICLES | 659.00-   |
|                                     | FUND 0136 DEPARTMENT 0065 VETERAN'S ASSISTANCE<br>PGM 0074 VETERAN'S ASSISTANCE |          |               |                                |           |
| 0832 0001 PUR.FURNISHINGS/OFF.EQUIP |   | 850.00   |               | 0621 0001 OPERATIONAL SUPPLIES | 850.00-   |
| -----                               |   |          |               |                                |           |
|                                     |   | 1,509.00 |               |                                | 1,509.00- |
|                                     |   | =====    |               |                                | =====     |

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 21ST DAY OF JANUARY , 2003

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

CHAPTER 5 - COUNTY BOARD

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

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

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

BE IT ORDAINED by the McLean County Board as follows:

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

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

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

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.

(2)

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

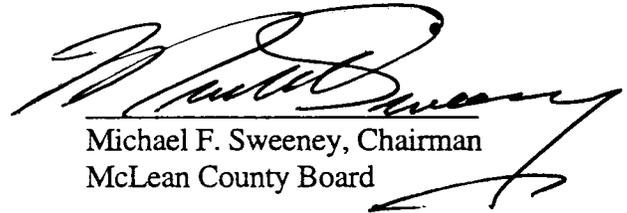
ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January, 2003

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

e:\ord\holidays\_2003.ord

RESOLUTION  
OF THE McLEAN COUNTY BOARD  
ESTABLISHING MILEAGE REIMBURSEMENT  
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on January 21, 2003, recommended that effective January 1, 2003, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 36 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 36 cents per mile effective as of January 1, 2003.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 36 cents per mile, effective as of January 1, 2003.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

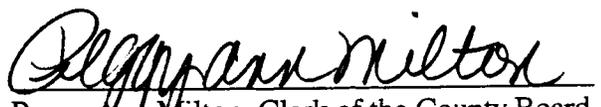
(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

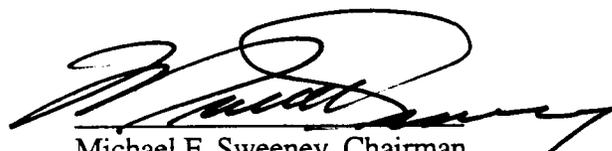
(2)

ADOPTED by the McLean County Board this 21st day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

mileage\_reimb2003.res



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

Michael F. Sweeney  
Chairman

January 14, 2003

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 uniforms and equipment to the Ray O'Herron Company, Danville, Illinois. The Ray O'Herron Company submitted the lowest bid meeting specifications for all items listed in the Bid Document.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2003 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bastic

District #5  
B.H. "Duffy" Bass  
Sonny Rodgers

District #7  
P.A. "Sue" Berglund  
Bette Rockauskas

District #9  
Adam D. Kinzinger  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Susie Johnson  
Duane Moss

District #6  
George J. Gordon  
Dawn Setzer

District #8  
Paul R. Segobiano  
Tarl Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



# Ray O'Herron Co., Inc.

Suppliers of Police Equipment

3549 North Vermillion Street - P.O. Box 1070  
DANVILLE, ILLINOIS 61834-1070

Phones: (217) 442-0860 or (800) 223-2097  
FAX (217) 443-3808

November 15, 2002

McLean County Sheriff's Police  
Law & Justice Center  
104 West Front  
Bloomington, IL 61701

Attn: Lt Mike Emery  
Ref: 2003 Uniform Bid

Enclosed please find our bid for the year 2/1/03-1/31/04. Please note item numbers and changes. All pricing includes patches sewn on clothing items and shipping costs.

Oversize charges apply - please note following:

Blauer: Shirts: 2X-lg/18-18 1/2/46-48 +10% 3X-lg/19-19 1/2/50-52 +20%  
4X-lg/20-20 1/2 +30% 38 sleeve +30%  
Jackets: 2Lg/52-54/24-26 +10% 3X-lg/56-58/28-30 +20% X-longs +40%  
Pants: 44-50/24-26 +10% 52-54/28-30 +20% 56-60 +30%  
Fechheimer: Pants: 44-50/20-24 +10% 52-54/26-28 +20% 56-58/46W +30% 60 +40%  
Shirts: 19 Up/48/37 sleeve +30%  
Jackets: 52-54 Reg/Long +10% 56-58 Reg/Long +20% 60 Reg/Long +30%  
All X-Long +30%  
Horace Small: Shirts: 18-18 1/2/2X-lg/42-48 +10% 19-20/3X-lg +20%  
21-22/4X-lg +30%  
Pants: 44-50/20-24 +10% 52-54 +20%  
Pro-Tuff/Werner Works: US101 3X-lg-4X-lg +20% 5X-lg-6X-lg +40%  
RW1689 Raincoat: 3X-lg +10% 4X-lg +20% 5X-lg +40%

If you have any questions, please contact us at 800-223-2097 or e-mail  
[jdonath@soltec.net](mailto:jdonath@soltec.net).

Sincerely,

Judie Donath  
Bids & Contracts

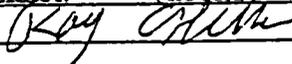
November 5, 2002

INSTRUCTIONS TO BIDDERS

Sheriff's Dept. Uniform & Equipment Purchases  
For The One Year Period Of February 1, 2003 to January 31, 2004

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Operations Commander Lt. Mike Emery (309) 888-5928.

Mandatory Vendor Information

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  
Printed name of authorizing agent submitting quote: RAY O'HERRON (ROCKY)  
Signature of authorizing agent submitting Quote:   
Date quote proposal submitted: 11/27/02  
Company address: 3549 N VERMILION ST. PO BOX 1070, DANVILLE, IL 61834-1070

Company Contact Telephone Number: 1-800-223-2097 EXT 14  
Company Contact Email Address: JUDIE DONATH/jdonath@soltec.net  
Company Contact FAX Number: 1-(888) 223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the McLean County Administrators Office, Rm 701, McLean County Law and Justice Building, 104 W. Front Street, Bloomington, Illinois 61702-2400, by 10:00am on Friday, December 20, 2002. This is the date and time of the bid opening.

Bids will be opened in Room 700 of the Law & Justice Center (the County Board room) by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2003 to January 31, 2004 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if *the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.*

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

Vendors must be located within a 120 mile radius of Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Emery at 309-888-5928 Monday through Friday, 8:30a.m. to 4:30p.m.

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

- \$232.27 Deputy Blauer Jacket #GTX-9010-Z
- 96.06 Deputy Horace Small Convertible Jacket #~~2600~~ 13803T-9T NEW GENERATION W/LINER
- 34.41 Command White S.S. Shirt Flying Cross #95R6600
- 37.30 Command White L.S. Shirt Flying Cross #45W6600
- 47.30 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design
- 4.12 Sam Broom Necktie in pink tan or corrections gray
- 7.21 Ballcap in deputy brown or corrections blue w/mesh
- 40.45 Midway 5-Star hat (with all accessories including cover matching pant material)
- 4.12 Replacement Midway hat accessories, silver, or gold
- 22.53 Midway hat cover in white leather material
- 14.24 Langenburg winter hat #4396 fur trooper type
- 57.94 Bates Lightweight men's shoes in clarino Model #942
- 56.65 Bates Lightweight women's shoes in clarino Model #742
- 118.45 Rocky Boots Model #8032
- 19.50 Rainfair yellow raincoat #2100-8000
- 144.15 Fechheimer brown or blue windbreaker #43159
- 53.56 Woolly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab DRY CLEAN ONLY
- 83.95 U.S. 101 Coveralls - brown or black
- 102.76 Corrections Blauer #~~6005~~ Convertible Jacket #6125
- 44.29 Corrections Flying Cross S.S. Shirt #97R6686
- 39.14 Corrections Flying Cross L.S. Shirt #47W6686
- 43.78 Fechheimer Corrections pants #~~32233~~ 32233
- 39.11 Deputy Flying Cross Long Sleeve Shirt #45R6694
- 34.41 Deputy Flying Cross Short Sleeve Shirt #95R6694
- 61.80 Bates Enforcer 4" quarter boot #2109
- 80.34 Bates Chukka Leather Shoe Model 78
- 288.40 Illinois State Police Style Leather Jacket Model 4415
- 63.86 RW1684L Yellow Raincoat 50" w/hood
- 124.43 Blauer Defender 734BR raincoat 734-SIZE
- 40.17 Sentry Plus Men's LS Shirt Z919AP
- 31.12 Sentry Plus Men's SS Shirt Z959AP
- 33.62 Sentry Plus Women's LS Shirt Z905AP
- 31.59 Sentry Plus Women's LS Shirt Z975AP
- 118.45 ROCKY 8036 ELIMNATOR LUG
- 54.59 BLAUER 210 WASHABLE WOOLY PULLY SWEATER W/BADGE TAB

TOTAL FOR UNIFORM CATEGORY \$ 2306.07

POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

|                 |   |                  |                |         |
|-----------------|---|------------------|----------------|---------|
| \$ <u>46.30</u> | Outer duty belt #120-FV w/buckle  | DON HUME         | SAFARILAND 94  | \$39.95 |
| <u>24.50</u>    | Inner velcro garrison belt #125-FV  | DON HUME         | BOSTON 6505    | \$18.00 |
| <u>24.50</u>    | Cuff Case - velcro  | DON HUME C303-V  | SAFARILAND 90  | \$20.00 |
| <u>6.00</u>     | Keepers that are the wide "snap" type   | SAFARILAND 654   |                |         |
| <u>6.50</u>     | Nightstick 1.5" ring S-505  | DON HUME         | SAFARILAND 67S | \$ 6.50 |
| <u>26.10</u>    | Magazine Pouch #D407-V-CL   | DON HUME         | SAFARILAND 77  | \$22.00 |
| <u>27.00</u>    | Speedloader Pouch #D418   | DON HUME         | SAFARILAND 340 | \$27.00 |
| <u>99.00</u>    | Safariland SS-III Safety Holster  | 070              |                |         |
| <u>26.67</u>    | Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)               |                  |                |         |
| <u>26.67</u>    | Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) | UNCLE MIKES 8880 |                |         |
| <u>12.50</u>    | Latex Glove Pouches (to carry protective gloves)  | DON HUME C321-1  | SAFARILAND 33  | \$10.50 |
| <u>46.00</u>    | Safariland 87V Duty Belt in Clarino w/buckle  |                  |                |         |
| <u>28.00</u>    | Safariland #99 Inner velcro belt in Clarino   |                  |                |         |
| <u>18.00</u>    | Bianchi Model 7307\$ pepper holder in Clarino   | #18204           |                |         |
| <u>18.00</u>    | SAFARILAND 090 OPEN CUFF CASE   |                  |                |         |
| <u>18.00</u>    | SAFARILAND 190 CUFF CASE  |                  |                |         |

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 453.74 (DON HUME)  
\$430.29 (SAFARILAND)

### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute. **ALL BIANCHI**

|                 |   |        |
|-----------------|---|--------|
| \$ <u>40.60</u> | Outer duty belt #120-FV w/buckle  | #7960  |
| <u>18.95</u>    | Inner velcro garrison belt #125-FV  | #7205  |
| <u>20.30</u>    | Cuff Case - velcro  | #7900  |
| <u>11.15</u>    | Keepers that are the wide "snap" type   | #7906  |
| <u>7.70</u>     | Nightstick 1.5" ring S-505  | #7904  |
| <u>27.25</u>    | Magazine Pouch #D407-V-CL   | #7902  |
| <u>N/A</u>      | Speedloader Pouch #D418   |        |
| <u>60.85</u>    | Safariland SS-III Safety Holster  | #SL321 |
| <u>25.35</u>    | Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)               | #7314S |
| <u>25.35</u>    | Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) | #7314S |
| <u>18.75</u>    | Latex Glove Pouches (to carry protective gloves)  | #7915  |
| <u>40.60</u>    | Safariland 87V Duty Belt in Clarino w/buckle  | #7960  |
| <u>19.95</u>    | Safariland #99 Inner velcro belt in Clarino   | #7205  |
| <u>20.30</u>    | Bianchi Model 73075 pepper holder in Clarino  | #7907  |

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 337.10

### BADGE CATEGORY

Blackington is the only badge we will accept in this category. No substitutes here please.

- \$ 42.00 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
  - 50.00 Same as above but in HiGlow finish
  - 48.00 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
  - 58.00 Same as above but in HiGlow finish
  - 54.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
  - 68.00 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
  - 14.00 Tie Tack #A3271 in either gold or silver color finish
  - 12.00 Namebar #A2388 in Rhodium finish
  - 16.00 Same as above but in HiGlow finish
  - 14.00 "Serving Since" bar in gold or silver finish B1693
  - 18.00 Badge Cases for B1004 #1 OR #2
  - 18.00 Badge Cases for B736 #1OR #2
  - 18.00 Badge Cases for B1275 #1 OR #2
  - 6.00 94-G-ILFC TIE BAR PLN IL FCS GOLD
- TOTAL FOR THE BADGE CATEGORY: \$ 436.00

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

\$417.00 2nd Chance Body Armor SC-229 (1 SPA 5x8 K-30)  
Superfeatherlight  
with SPA & K30 insert  
Threat level-II  
"MAXIMUM Model 22 x \_\_\_\_\_"

\$49.00 Replacement 2nd Chance SPA for the above listed vest  
SMF-II W/1 SPA & 5x8 K-30                      \$368.00

OR,

\_\_\_\_\_ ABA Xtreme Level II

\_\_\_\_\_ Replacement XT2 Custom for above listed vest.

SUB TOTAL FOR POLICE BODY ARMOR                      \$ \_\_\_\_\_

STATE CONTRACT BODY ARMOR PSD4009743 EFFECTIVE UNTIL 11/30/03

POINT BLANK ZL5 LEGACY II VEST SET                      \$368.00  
2 CARRIERS/STS PLATE  
MALE OR FEMALE

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kistner must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

- \$ 13.50 Safariland Speedloaders
- 325.00 CMI Model S-02 PBT unit ST CONTRACT 4009578 S-D2 #001007-IL
- 23.95 Peerless PSN handcuffs SMITH WESSON 350103 \$21.50 350095 \$31.50
- 9.00 H.K.S. Speedloaders
- 170.00 Premier Crown Riot Helmet Model 700 with full riot package  
(RCK 700 conversion kit) 712H
- 54.00 Replacement RCK 700 Conversion Package
- 10.50 Replacement visor w/rank band for Premier 700
- 21.00 Replacement interior liner & sizing kit for Premier 700
- 19.50 Saunders Aluminum Report Writing Board #~~XXXXXX~~ #10017
- 15.00 Saunders Aluminum Ticket Writing Board #A48102 #10006
- 222.50 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.38 3 volt Lithium Batteries #DL123A
- 270.00 Red Flares w/spikes #2730-30 minute (per gross)
- 260.00 Red Flares w/spikes #2720-20 minute (per gross)
- 23.50 Hickory 36" riot baton w/rawhide thong J0894 W/15JP
- 49.50 ASP Expandable Baton Model #616-B 02211
- 53.00 ASP Expandable Baton Model #F-21-B 02411
- 57.00 ASP Expandable Baton Model #926-B 02611
- 22.50 NIK Narcotics Test Kit "G" #6077 ODV 904B \$15.50
- 22.50 NIK Narcotics Test Kit "E" #6075 ODB 908 \$15.50
- 97.85 Streamlight SL-20x with DC & AC charger #26010
- 28.50 Streamlight Ni-Cad Battery stick for SL-20x #25170
- 11.50 Streamlight replacement bulb/lamp module for SL-20x #20110
- 9.79 Streamlight Charger Sleeve #22052
- 385.00 Alco-Check 3000 breath test device w/AC & DC Charger ST CONTRACT 4009578 S-D5  
Batteries & 200 mouthpieces included #001042K-IL
- 55.00 Michaels of Oregon Holster #9925
- 27.00 Michaels of Oregon Holster #8820
- 27.00 Michaels of Oregon Holster #8821
- 25.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit
- 6.25 Disposable Emergency Blanket U.S. Laminating Brand
- 8.00 Rondex CPR Kit #2230-2
- DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")
- 37.00 CMI MOUTHPIECES S-D2 & S-D5 #015035 250/PKG ST CONTRACT 4009578

- \$11.80 Def-Tec 1st Defens Pepper Mace MK III 5039
- 13.80 Def-Tec 1st Defense Pepper Mace MK IV 5049
- DISC Def-Tec 1st Defense Pepper Mace MK V
- 10.80 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 38.80 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 32.80 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040
- 38.80 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030
- 26.00 Outer's firearms target pasters (20 roll carton) NATIONAL PASTERS-BL-RL
- 92.00 Flex-Cuf's per order of 100 (#5010)
- 255.00 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C/1511
- 442.00 Glock Model 21 pistol PI-21002
- 440.00 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot 4888  
magazine capacity
- 81.30 Streamlight Stinger flashlight AC75001
- 19.00 Closed Top Carrier for the above listed STN-3 Clarino

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 1502.10

(2)

Bids were mailed to:

Illinois Fire and Police Equipment  
PO Box 1018  
Bourbonnais, Illinois 61914 (No Bid Received)

Bullseye Uniforms and Police Equipment  
PO Box 107  
Hudson, Illinois 61748 (No Bid Received)

Galls Public Safety and Equipment  
2680 Palumbo Drive  
Lexington, Kentucky 40509-1000 (No Bid Received)

Ray O'Herron Company  
3549 N. Vermilion St.  
PO Box 1070  
Danville, Illinois 61834 (Bid Received)

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE  
2003 McLEAN COUNTY EMERGENCY OPERATIONS PLAN

WHEREAS, pursuant to Illinois law and the guidelines and regulations promulgated by the Illinois Emergency Management Agency, McLean County is required to prepare an Emergency Operations Plan (the "Plan") and to update the Plan every two years; and,

WHEREAS, the E.S.D.A. Department has been assigned the responsibility for preparing and updating the Plan, in accordance with State law and regulation; and,

WHEREAS, the Plan must be filed with the Illinois Emergency Management Agency; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, January 6, 2003, recommended approval of the 2003 McLean County Emergency Operations Plan; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

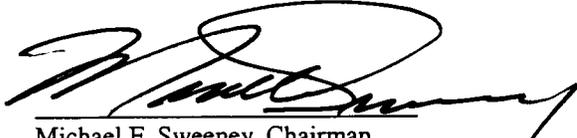
- (1) The 2003 McLean County Emergency Operations Plan is hereby approved.
- (2) The E.S.D.A. Department is herewith directed to file the 2003 McLean County Emergency Operations Plan with the Illinois Emergency Management Agency.
- (3) The County Clerk is hereby requested to forward a certified copy of this Resolution to the Director of the E.S.D.A. Department and the County Administrator's Office.

ADOPTED by the McLean County Board this 21st day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



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

Michael F. Sweeney  
Chairman

January 15, 2003

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 release the bid specifications and advertise for bids to replace the exterior dryvit envelope of the Health Department Building, 200 West Front Street.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1  
Stan Haselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bastic

District #5  
B.H. "Duffy" Bass  
Sonny Rodgers

District #7  
P.A. "Sue" Berglund  
Bette Rockauskas

District #9  
Adam D. Kinzinger  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Susie Johnson  
Duane Moss

District #6  
George J. Gordon  
David V. Setzer

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

**RECEIVED**

DEC 30 2002

Facilities Mgt. Div.

McLean County  
Health Department Building Exterior Renovation

Project No. 202344  
Date: Dec. 27, 2002

PROPOSED PROJECT SCHEDULE

|   |   |
|---|---|
| <b>Property Committee Meeting</b><br>Thursday, January 9, 2003  | Approve Final Construction Documents for Bidding  |
| Tuesday, January 14, 2003 -<br>Tuesday, February 11, 2003       | Bidding Period (4 weeks)                          |
| Tuesday, January 28, 2003                                       | Pre-Bid Meeting & Site Tour                       |
| <b>Property Committee Meeting</b><br>Thursday, February 6, 2003 | Bidding Update                                    |
| Tuesday, February 11, 2003                                      | Public Bid Opening                                |
| <b>Property Committee Meeting -</b><br>Thursday, March 6, 2003  | Review Bids/Make recommendation                   |
| <b>Full County Board Meeting -</b><br>Tuesday, March 18, 2003   | Approve Successful Contractor's Bid               |
| Monday, March 31, 2003  | Begin Construction (Earliest Start Date)          |
| Friday, May 30, 2003  | Estimated Construction Completion (Earliest Date) |



RECEIVED

DEC 30 2002

Facilities Mgt. Div.

December 27, 2002

Mr. Jack E. Moody, CFM  
Facilities Manager  
McLean County Facilities Management  
104 West Front Street  
Bloomington, IL 61702

Project: McLean County Health Department Building Exterior Renovation  
Farnsworth Group, Inc. Project No. 202344  
Subject: Approval of Construction Documents for Bidding by Property Committee

Dear Jack:

Per our discussion at the December 5, 2002 Property Committee Meeting, we have completed the Construction Documents for the above project and incorporated review comments from Mr. Tom Hawk and yourself. It is my understanding after our conversation last week, that no review comments were received from any of the Property Committee Members by the deadline of last Thursday, December 19, 2002, therefore we are of the opinion that the comments you and Mr. Hawk have offered will be satisfactory. If comments are subsequently received, we will do our best to incorporate them into the final documents, either prior to bid document issuance, or by addenda.

We are also currently performing an internal quality control review of the documents prior to their originally scheduled release date of Monday, January 6, 2003. Due the rescheduling of the Committee meeting, we propose actual release of the documents to occur on Tuesday, January 14<sup>th</sup>, based on approval at the January 9<sup>th</sup> meeting. Additionally, we will submit review copies to the City of Bloomington Building Safety Division on the document bidding release date so that they will have sufficient time to do their code review concurrently with the bidding process.

We wish to request that the Property Committee consider, as an Action Item at the January 9, 2003 Property Meeting, the approval of the bidding documents for release for bidding based on the attached Proposed Project Schedule.

Sincerely yours,

Michael J. Sparks, AIA  
Project Manager  
Farnsworth Group, Inc.  
Phone: (309) 663 - 8436  
Fax: (309) 663 - 8862  
E-mail: [mspark@f-w.com](mailto:mspark@f-w.com)

cc: Dave Burnison  
attachment

STATE OF ILLINOIS        )  
COUNTY OF McLEAN     )

A RESOLUTION FOR REAPPOINTMENT OF POLICE CHIEF ROGER AIKEN  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Police Chief Roger Aiken on the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Police Chief Roger Aiken as a Member of the Emergency Telephone System Board, for a four-year term, with the term expiring on the third Tuesday in January, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Police Chief Roger Aiken and the Director of the Emergency Telephone System Board.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of January, 2003.

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 DENNIS POWELL  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

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

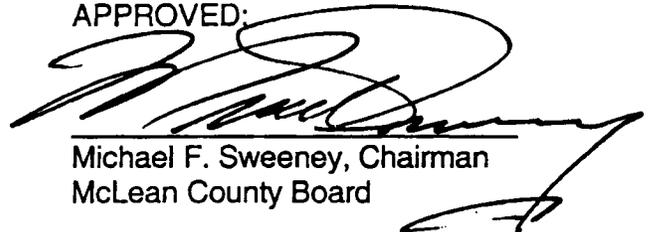
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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

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

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January, 2003.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

Members Kinzinger/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 Sorensen, Vice-Chairman, presented the following:



Agreement for Verizon Payphone Service

Agreement Number: 110000293

This Agreement, effective \_\_\_\_\_ by and between Verizon and MCLEAN COUNTY GOVT (hereinafter "Location Provider"), is for the provision of payphone service at the location(s), and for the type of service and payphone numbers indicated in Attachment B, or as noted below:

| Location Provider Address (the "Premises")<br>104 W. FRONT ST. RM 702<br><br>BLOOMINGTON IL 61701   | Mailing Address:<br>104 W FRONT<br><br>BLOOMINGTON IL 61701   |         |         |      |     |            |            |                         |  |  |  |  |  |  |  |
|---|---|---------|---------|------|-----|------------|------------|-------------------------|--|--|--|--|--|--|--|
| Location Provider Federal Tax ID/Social Security Number: 000000001  | IRS Status: Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Exempt X;<br>Other: |         |         |      |     |            |            |                         |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">PTN</th> <th style="width: 15%;">Type</th> <th style="width: 25%;">Address</th> <th style="width: 15%;">City</th> <th style="width: 10%;">St</th> <th style="width: 10%;">Zip</th> <th style="width: 15%;">Commission</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Please See Attachment B</td> </tr> </tbody> </table> | PTN   | Type    | Address | City | St  | Zip        | Commission | Please See Attachment B |  |  |  |  |  |  |  |
| PTN   | Type  | Address | City    | St   | Zip | Commission |            |                         |  |  |  |  |  |  |  |
| Please See Attachment B   |   |         |         |      |     |            |            |                         |  |  |  |  |  |  |  |

The following Attachments are incorporated into, and thereby become part of, the Agreement:

Attachment   A   Attachment   B   Attachment        Attachment       

**1. TERM:**  
Verizon shall arrange for the provision of payphone service at all Location Provider locations covered by this Agreement. This Agreement shall be in effect for an initial term of 2 years, beginning on the date written above, and shall automatically renew for additional, successive one-year terms, unless either party provides written notice of its intent not to renew this Agreement at least thirty (30) days, but not more than ninety (90) days, prior to the end of the initial term or any renewal term.

**2. AUTHORITY:**  
The person signing represents and warrants: 1) to have the authority to execute this Agreement; 2) that Location Provider has the legal right to possession of the premises; and 3) that Location Provider has not entered into any other agreement that is inconsistent with this Agreement. Location Provider and person signing his Agreement will hold harmless and indemnify Verizon from any claims or liabilities arising from inaccuracy or omission in such warranties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement on the dates written below. Acceptance shall be subject to the discretion of Verizon.

|  |   |
|--|---|
| BY: (Verizon Authorized Signature)<br><br>A. Accepted by Verizon<br><br><b>X</b> | BY: (Location Provider Authorized Signature)<br><br>B. Accepted by Location Provider<br><br><b>X</b>  |
| Printed Name: Cheryl Akers<br>Title: Manager                      Date:          | Printed Name: <u>Michael F. Sweeney</u><br>Title: COUNTY BOARD CHAIRPERSON                      Date: |

**3. NOTICES:**  
All notices required to be in writing shall be delivered to the party at the addresses specified below. Each party shall notify the other of any changes in address by providing the other party thirty (30) days prior written notice.

|  |  |
|--|--|
| To: Verizon<br>Street: 110 East Monroe<br>City: Bloomington                      State: IL                      Zip: 61701<br>Attention: Contract Administrator<br>Telephone Number: (800)822-2646 | To: MCLEAN COUNTY GOVT<br>Street: 104 W FRONT<br>City: BLOOMINGTON                      State: IL                      Zip: 61701<br>Attention: <u>Michael F. Sweeney</u><br>Telephone Number: <u>309-888-5110</u> |
|--|--|

The Verizon Account Representative is: C BARTHOLOMEW                      Telephone No.: 8004835339

**4. LOCAL AND INTRALATA CALLS:**  
During the term of this Agreement, Verizon shall carry or select the carrier for all local and intraLATA payphone calls that Verizon is permitted under applicable law to carry. If Verizon is required by regulatory requirement or otherwise to route such calls to a carrier other than Verizon, then Verizon may terminate this agreement on thirty (30) days notice to the Location Provider and remove its payphones without charge or penalty.

**5. INTERLATA CALLS:**  
The Location Provider hereby grants and assigns to Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls in Verizon's name as the contracting party for all payphones covered by this Agreement, provided that Location Provider does not have an existing agreement with another entity for these calls. In the event Location Provider has an existing agreement with respect to these calls, Location Provider grants Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls upon the expiration of such existing agreement on the date indicated by Location Provider below. If no interLATA contract expiration date is indicated, Location Provider represents that it has no existing interLATA agreement. Location Provider agrees to pay any charges associated with said payphones that may be imposed by the interLATA carrier if Location Provider selects such carrier.

Location Provider's Initials: \_\_\_\_\_ Date Existing InterLATA Contract Expires (if any): \_\_\_\_\_

"Verizon" is the Verizon telephone company that serves your area. The Verizon telephone companies are: Verizon Delaware Inc., Verizon Maryland Inc., Verizon New Jersey Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon West Virginia Inc., Verizon New England Inc., Verizon New York Inc., Verizon California Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon North Inc., Verizon Northwest Inc., Verizon South Inc., Verizon West Coast Inc., GTE Alaska Incorporated, GTE Southwest Incorporated dba Verizon Southwest, GTE Arkansas Incorporated dba Verizon Arkansas, GTE Midwest Incorporated dba Verizon Midwest, The Microesian Telecommunications Corporation, Cotel of Minnesota, Inc. dba Verizon Minnesota.

### **5. RIGHTS AND DUTIES:**

- A. Location Provider shall grant Verizon the exclusive right to arrange for the installation and operation of payphones at all of Location Provider's locations identified above or in Attachment B. Such service may be provided by Verizon or other payphone service provider selected by Verizon. Location Provider expressly agrees not to enter into the same or similar arrangement with any other source, person or entity for the provision of pay telephone service at such locations during the entire term of this Agreement. Location Provider shall maintain the area around the payphones, and provide suitable space, safe and convenient access to the public, and electrical power; if necessary, at Location Provider's expense, for the use of the payphones. Location Provider shall provide Verizon with access to the premises during normal working hours. Location Provider shall take reasonable precautions to protect the payphones from damage, vandalism, theft, and hazardous conditions, and promptly report all such conditions and any service failures to Verizon. In the event of any damages or theft, Verizon may condition continuance of the payphone service on Location Provider's reimbursement to Verizon for such losses. Location Provider shall not affix or permit to be affixed any other signs, materials or information to the payphones or equipment.**
- B. Verizon shall comply with all licensing and federal accessibility requirements upon installation of its equipment. Verizon may install signs on or near the telephones to identify the telephones to users, and may install advertising for products and services that do not compete with Location Provider's business, within or on the telephone enclosures, instruments and handsets. Verizon shall not be responsible for providing text telephone, TDD equipment, or ramps, curb cuts or other changes to Location Provider's property. Verizon may change the assigned telephone number(s) at any time at its sole discretion.**

### **7. RELOCATION AND REMOVAL:**

Unless mutually agreed upon, no payphones shall be relocated or removed from their location, provided that Verizon reserves the right to move or remove any payphone which (i) does not produce minimum revenues to support continued operation in accordance with Verizon's guidelines or (ii) is subjected to repeated acts of vandalism or misuse. Verizon shall not be responsible for restoring Location Provider's premises after any relocation or removal of payphones or enclosures. Upon permanent relocation or removal of any telephone, Verizon may leave in place and dedicate to Location Provider such useful equipment and facilities as concrete pads, bumper posts and underground conduit ("Transferred Equipment"), the ownership and responsibilities of which shall be automatically transferred to Location Provider unless Location Provider notifies Verizon in writing within thirty (30) days of the permanent relocation or removal of the payphone that Verizon must remove such Equipment.

### **8. TERMINATION LIABILITY:**

In the event that Location Provider causes this Agreement to be terminated prior to its scheduled expiration date then, in addition to such other remedies as may be available at law or in equity, Location Provider shall pay Verizon a termination fee equal to the sum of (a) \$400 per inside payphone and \$750 per outside payphone to recover the cost of installation, removal and refurbishment of the equipment, and (b) \$200 per payphone per month for each month that remains in the term of the Agreement, up to a maximum of twelve months. Verizon may require that such payment be made before Verizon will disconnect and remove its payphone(s). Such payments may also be deducted from any commission payable hereunder. Location Provider shall also reimburse Verizon for all costs and legal fees incurred to collect such fees, or to enforce its rights or remedies under this Agreement.

### **9. INDEMNIFICATION:**

Verizon shall indemnify and hold Location Provider harmless to the extent required by law for liabilities imposed upon the Location Provider for bodily injuries and property damages caused by the negligent acts or omissions of Verizon's employees while on Location Provider's premises in the course of its performance of this Agreement, except as may be otherwise provided by applicable tariffs, laws or regulations. Location Provider shall indemnify and hold Verizon harmless from claims and liabilities arising from Transferred Equipment or from Location Provider's operation and maintenance of the Premises.

### **10. LIMITATION OF LIABILITY:**

Upon receiving timely notice of any service failures or equipment outages affecting the payphone equipment, Verizon shall undertake appropriate repair efforts to correct such service failures and equipment outage or failure, which efforts shall constitute the sole and exclusive liability of Verizon in connection with service failure or equipment outage. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH FAILURE, WHETHER CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

### **11. MISCELLANEOUS:**

- A. Causes Beyond Control of a Party.** Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes that could not with reasonable diligence be controlled or prevented by the party.
- B. Subcontractors and Successors.** Verizon may perform its obligations under this Agreement through subcontractors. Location Provider may not assign this Agreement or delegate any rights or obligations hereunder to any other person or entity without the written consent of Verizon. Verizon may assign this Agreement, or its performance of any rights or duties under this Agreement, to other payphone service providers. This Agreement shall bind the parties, their successors and assigns.
- C. Entire Agreement.** This Agreement, including any Attachments and Addenda, contain the entire Agreement by and between the parties and supersede any previous understandings or agreements between the parties, and may not be modified except by an agreement confirmed in writing.



Agreement for Verizon Payphone Service

Agreement Number: 110000293

Attachment A: Commission Schedule

This Attachment A to the Agreement for Verizon Payphone Service (the "Agreement") describes the commission terms and conditions for the payphone service classified as "Public" at all customer locations covered by the Agreement between MCLEAN COUNTY GOVT ("Customer") and Verizon.

- Local, IntraLATA and InterLATA. For the exclusive right to provide payphone service, Verizon shall pay to the Customer as commission a percentage of revenues, less taxes, for all coin and "0" dialed local and intraLATA toll calls wholly transported by Verizon from public payphones provided under this Agreement, as set forth below. Verizon shall pay to the Customer as commission a percentage of revenues, less taxes, for all coin and "0" dialed interLATA (long distance) calls wholly transported by an interexchange carrier selected by Verizon on behalf of the Customer, as set forth below.
- Commissions shall be calculated as follows:

**COMMISSION SCHEDULE**

10% of the difference between Verizon coin and non-coin revenues and 110 dollars per month, per pay telephone.  
Commissions will be paid whenever Verizon coin and non-coin revenues exceed \$110.00 dollars for a pay telephone in any month.

Intralata and Interlata long distance carrier to be VSSI

- Payment. Payment of commissions shall begin within sixty (60) days of the date of collection and shall be paid quarterly or monthly as determined by Verizon. Commissions on coins deposited in the payphones shall be based on collection during that calendar month. Payments totaling less than \$25.00 may be held until a \$25.00 minimum is attained. If written objection is not received by Verizon within sixty (60) days after a statement of account (identifying revenues associated with commissions paid) is rendered, such statement shall be deemed correct and binding upon the Customer.
- All other terms and conditions of the Agreement shall remain unchanged.

Customer Authorized Representative's Initials: \_\_\_\_\_

|   |  |             |              |                        |
|---|--|-------------|--------------|------------------------|
| Commissions paid to: ( <i>Payee name</i> ) Please print.<br><b>MCLEAN COUNTY GOVT</b> | Attention<br><b>THE COUNTY OF MCLEAN</b> |             |              | For Office<br>Use Only |
| Address<br>104 W FRONT  | City<br>BLOOMINGTON                      | State<br>IL | Zip<br>61701 | Att:                   |



**Agreement for Verizon Payphone Service  
Attachment B: Location Addresses and Pay Telephone Numbers**

**Agreement Number: 110000293**

The Agreement for Payphone Service between Location Provider and Verizon includes the following Pay Telephone Numbers (PTN) by Location Address and Type of service listed below:

| Type = Public (P) |      | Custom (C)               |  | City        | St | Zip       | Commission |
|-------------------|------|--------------------------|--|-------------|----|-----------|------------|
| PTN               | Type | Address                  |  |             |    |           |            |
| 309-454-9358      | P    | 901 N MAIN               |  | NORMAL      | IL | 617611559 | C          |
| 309-726-9208      | C    | RT 1                     |  | HUDSON      | IL | 617489801 | N          |
| 309-726-9203      | C    | 13001 RECREATION AREA DR |  | HUDSON      | IL | 617487594 | N          |
| 309-827-9559      | P    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | C          |
| 309-827-9353      | P    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | C          |
| 309-827-9300      | C    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | N          |
| 309-827-9269      | P    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | C          |
| 309-827-9200      | C    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | N          |
| 309-827-9174      | C    | 200 W FRONT ST           |  | BLOOMINGTON | IL | 617015048 | N          |
| 309-827-9102      | C    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | N          |
| 309-827-9057      | P    | 104 W FRONT              |  | BLOOMINGTON | IL | 61701     | C          |

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval to Enter into a Contract with Verizon for Payphone Services - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
ADOPTING THE  
2003 LEGISLATIVE PROGRAM  
FOR McLEAN COUNTY

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, has prepared a legislative program for 2003; and,

WHEREAS, the 2003 Legislative Program contains requests for new legislation and for amendments to existing state laws in order to allow all counties to more effectively and economically operate using taxpayers' dollars; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing state laws which will foster County/Municipal Zoning Cooperation; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing state laws to provide the County Board and the Circuit Clerk flexibility in setting certain court fees; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing laws which will allow the Illinois Municipal Retirement Fund/Sheriff's Law Enforcement Personnel retirement system to offer affordable health insurance benefits to retirees; and,

WHEREAS, the 2003 Legislative Program supports a resolution to appropriate sufficient funds in the annual operating budget of the Department of Children and Family Services to meet the state's obligation to pay for treatment costs of dependent children, and thus remove the burden of over \$500,000 in County expenditures for these costs; and

WHEREAS, the 2003 Legislative Program strongly urges the Governor and the General Assembly to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Legislative Committee recommends that the McLean County Board adopt the attached 2003 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2003 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of this 2003 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2003 Legislative Program.

ADOPTED by the County Board of the McLean, Illinois this 21<sup>st</sup> day of January, 2003.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman of the  
McLean County Board

E:/ed/coboard/legislat/legpro03

Members Sorensen/Dean moved the County Board approve a Request for Approval of the 2003 Legislative Program as Recommended by the Legislative Subcommittee - Chairman Berglund. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and other items to be presented for information can be found on pages 43-74.

Member Selzer stated the following: in the general report on page 69, in the Bloomington-Normal Airport Authority regular board meeting minutes, it states that the director requests that the board purchase a fleet vehicle and waive the bid process. I am curious as to why they did that. Either they are waiving the bid process and we don't know why or their minute taking is poor. If we could have staff let us know why that happened, I would appreciate it. Member Sweeney asked Member Selzer if he would like them to report to the full Board. Member Selzer stated: I think we all need to know. Chairman Sweeney stated the following: I think it is a lease arrangement so I don't know that they have to go through the bid process but if it's not I'll inform you or the Board of what is going on. Member Selzer said: if it is, then I don't know why they went through and formally waived the process so it's either poor minutes or something.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, presented the following:

### LEASE AGREEMENT

This Lease Agreement entered into the 21st day January, 2003 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, 2003 and shall expire on December 31, 2003.

**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 21st day of January, 2003 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 Bostic/Hoselton moved the County Board approve a Request for Approval to Enter into a Watercraft Lease Agreement between Illinois State University and Parks and Recreation Department - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is on pages 79-91.

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

## CONTRACT – INMATE CHAPLAIN

This contract entered into this 21<sup>st</sup> day of January, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

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

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

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

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

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

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

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

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,055.21. Payments to be made quarterly.

The term of this Contract shall be from January 21, 2003- December 31, 2003. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

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

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

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

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

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

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

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

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

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January, 2003.

---

  
Colleen Bennett

  
Sheriff Dave Owens

APPROVED:  
  
Michael Sweeney, Chairman  
McLean County Board

ATTEST:

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

## McLean County Detention Facility Inmate Chaplain

The Inmate Chaplain is responsible for all religious programs within the McLean County Detention Facility (hereafter indicated by MCDF). These weekly programs include:

- 3 Bible Studies
- 2 Sunday Church Services
- Roving Ministry Program

The services include two male and one female Bible Studies and two Sunday Services, one for the males and one for the females. The Inmate Chaplain is responsible for organizing and scheduling volunteers to conduct these studies. She also teaches many of the Bible Studies, as well as fills in when volunteers can't make their scheduled time. Also, in an effort to provide incentives that will boost moral and promote harmony the Inmate Chaplain provides the showing of various religious videos and provides two special musicals during the year; at Easter and during the Christmas Season.

Since all services within the MCDF are non-denominational Christian Services, as to provide impartial representation to all those requesting religious information, the Chaplain makes direct contact with many pastors and religious organizations to provide contact or non-contact visits of the inmate's religious preference. Upon receipt of a request from an inmate the Chaplain will do her best in making these visits possible and from any recognized, legally established religion as long as the said visit would not jeopardize the order, safety, and rules of the MCDF. These visits have included but not been limited to clergies of the following organizations: Catholic, Baptist, Methodist, Lutheran, Presbyterian, Jehovah Witness, Muslim, Pentecostal, Inter-Denominational, Jesus Only. These visits total an average about seventy annually. Sixty percent of these are contact visits and forty percent are non-contact.

The Inmate Chaplain also organizes a group of licensed ministers to conduct the Roving Ministry Program, where a volunteer comes in once a week and roves through out the jail, counseling and talking with inmates.

The Inmate Chaplain responds to an average of five monthly one-on-one requests for personal counseling from inmates dealing with concerns including but not limited to religious and moral issues, marital and family concerns, substance abuse problems and help with community services. The Inmate Chaplain's degree in Criminal Justice and Biblical training provides her the expertise and experience in resolving many of these conflicts, providing the inmates with resolution and the ability to cope positively in their current situation thus resulting in a more docile inmate while in custody. She also gives support and grief counseling to those who loose loved ones while incarcerated. Her home and work numbers are posted for 24 hours emergency needs. The Inmate Chaplain when deemed appropriate will counsel with various family members in an effort to assist in reestablishing a family unit once the inmate is released.

The Inmate Chaplain through networking with various community agencies and churches has provided clothing, assistance for transportation home, etc. on behalf of inmates. The Inmate Chaplain does extensive work with recommendation and interview for the Teen Challenge and New Life for Girls Rehabilitation Programs. Having first hand knowledge of these programs she is able to set up interviews and help walk inmates through the program. She writes letters of recommendation to the Judges and

Attorneys as necessary and through a church program has assisted in having the required entrance fee waived or paid. Several inmates from MCDF have benefited from these programs. On occasion the Inmate Chaplain has been called to testify on behalf of inmates.

The Inmate Chaplain is a liaison between the detention facility and the community at-large, specifically the religious community. She provides reports to pastors, churches and religious organizations concerning the out reach programs, participation and any success stories. Also, since no religious materials including Bibles or Quran have internal funding, she makes requests to the above for donations of religious materials.

The Inmate Chaplain is responsible for a volunteer staff of 30 individuals. She provides quarterly schedules and updates on jail procedures and policy changes as necessary. She also has semi-annual meetings to update on needs and concerns of volunteers. Although we have a strong volunteer program these individuals are not reliable for the daily requirements of the chaplain's position.

The Inmate Chaplain is responsible for all clerical duties including record keeping yearly statistics and any mailings for her programs. She is also responsible for the upkeep of the religious section of the library. The Inmates Chaplain spends an average of no less than 25 to 30 hours weekly performing her duties.

In this time of jail overcrowding, I feel there is great importance for all of our jail programs. Our religious programs, as well as educational programs have high attendance. They provide focus and meaning to the inmate's while incarcerated and add to a more harmonious atmosphere. This cuts down on inmate to inmate conflict and inmate to correctional officer conflict, which in turn provides a safer environment for inmates as well as staff.

Prepared by Betty Poshard, Program Director and Colleen Bennett, Jail Chaplain.

***This is an explanation for the attached statistics for Bible Study and Church Service attendance.***

TBS – Tuesday Bible Study

RMBS – Thursday Men's Bible Study

RWBS – Thursday Women's Bible Study

SMC – Sunday Men's Church Services

SWC – Sunday Women's Church Services

A - In attendance

NA – Not in attendance

57

#/# - First number indicates the number of inmates requesting the program. Second number indicates the number that actually attended.

#/NS – First number indicates the number of inmates requesting the program. NS indicates that the volunteer scheduled to lead the program for that day was a "No Show".

**Total 2002 Bible Study and Church Service attendance**

| <b>Month</b> | <b>Bible Study</b> | <b>Church Service</b> |                 |
|--------------|--------------------|-----------------------|-----------------|
| January      | 93                 | 52                    |                 |
| February     | 85                 | 46                    |                 |
| March        | 119                | 96                    |                 |
| April        | 81                 | 71                    |                 |
| May          | 79                 | 60                    |                 |
| June         | 49                 | 82                    |                 |
| July         | 88                 | 76                    |                 |
| August       | 79                 | 86                    |                 |
| September    | 91                 | 91                    |                 |
| October      | 99                 | 66                    |                 |
| November     | 103                | 92                    |                 |
| *December    | 41                 | 83                    | *as of 12/17/02 |
| Totals       | 1007               | 901                   |                 |

**BIBLE DISTRIBUTION**

| <b>MONTH</b>  | <b>NUMBER GIVEN<br/>FOR 2001</b> | <b>NUMBER GIVEN<br/>FOR 2002</b> |
|---------------|----------------------------------|----------------------------------|
| January       | 38                               | 24                               |
| February      | 20                               | 32                               |
| March         | 25                               | 38                               |
| April         | 24                               | 36                               |
| May           | 24                               | 21                               |
| June          | 29                               | 47                               |
| July          | 30                               | 68                               |
| August        | 19                               | 42                               |
| September     | 25                               | 46                               |
| October       | 37                               | 51                               |
| November      | 31                               | 45                               |
| December      | 33                               | 43                               |
| <b>Totals</b> | <b>335</b>                       | <b>493</b>                       |

## Section F Religious Programs

Principle: A written body of policy and procedure governs the facility's religious programs for inmates, including program coordination and supervision, opportunities to practice the requirements of one's faith, and use of community resources.

### Program Coordination and Supervision

**3-ALDF-5F-01**  
(Ref. 2-5298-1) There is a chaplain(s) with two minimum qualifications of (1) Clinical Pastoral Education or equivalent specialized training and (2) endorsement by the appropriate religious certifying body.

---

*Comment:*

The chaplain shall assure equal status and protection for all religions.

**3-ALDF-5F-02**  
(Ref. 2-5298-2) In facilities with an average daily population of 500 or more inmates there is a full-time chaplain(s). For facilities with less than 500 inmates adequate religious staffing is available.

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*Comment:*

None.

**3-ALDF-5F-03**  
(Ref. 2-5298-3) The chaplain(s) in cooperation with the facility administrator (and/or his designee) plans, directs, and supervises all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population. The chaplain (s) has access physically to all areas of the facility to minister to inmates and staff.

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*Comment:*

The religious program shall be designed to fulfill the responsibility of the facility to ensure that all inmates are able to voluntarily exercise their constitutional right to religious freedom.

**3-ALDF-5F-04**  
(Ref. New) The chaplain has physical access to all areas of the facility to minister to inmates and staff.

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*Comment:*

None.

**3-ALDF-5F-05**  
(Ref. New) The chaplain or designated religious staff member develops and maintains close relationships with community religious resources.

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*Comment:*

Community resources can help augment the delivery of appropriate religious services on special holidays or as needed to meet the requirements of the diversity of religious faiths among inmates.

## Opportunity to Practice One's Faith

3-ALDF-5F-06  
(Ref. 2-5372)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

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*Comment:*

Religious practices include, but are not limited to, access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation are allowed to participate in such religious practices subject to the same limitations stated in the standard.

In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

3-ALDF-5F-07  
(Ref. 2-5298-4)

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain(s) assists the inmate in contacting such a person. That person shall have the appropriate credentials from the faith judicatory and may minister to the inmate under the supervision of the chaplain.

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*Comment:*

The religious leader may visit at designated regular times, with provision for emergency visits.

3-ALDF-5F-08  
(Ref. 2-5298)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

---

*Comment:*

Religious practices shall include, but are not limited to: access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation shall be allowed to participate in such religious practices subject to the same limitations. In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

## Religious Facilities and Equipment

3-ALDF-5F-09  
Ref. 2-5298-5)

Written policy, procedure, and practice require that the facility provides space and equipment adequate for the conduct and administration of religious programs. The facility provides for the availability of noninmate clerical staff for confidential material.

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*Comment:*

Sufficient space shall be available for congregate worship/religious services, individual counseling, group counseling and/or religious studies, and chaplaincy offices. Equipment, office supplies, and secretarial help shall be adequate to meet the needs of the religious program. Volunteers are acceptable as clerical support staff.

3-ALDF-5F-10  
(Ref. 2-5298-6)

The chaplain(s), in cooperation with the facility administrator or designee, develops and maintains communications with faith communities and approves donations of equipment or materials for use in religious programs.

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*Comment:*

The approval of such donations will ensure equipment and materials for the approved religious practices, as well as avoid accumulation of duplicate or inappropriate materials.

## Section 701.240 Religious Services

- a) Detainees shall be afforded an opportunity to participate in religious services and receive religious counseling.
- b) Detainees shall not be required to attend or participate in religious services or discussions.

(Source: Amended at 21 Ill. Reg. \_\_\_\_\_, effective April 1, 1997)

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract for Inmate Chaplain Services for the McLean County Adult Detention Facility - Sheriff's Department. Member Renner stated the following: there had been some questions at the last full Board meeting about this arrangement. First of all, it is a requirement for accreditation. The number of hours was approximately 25-30 hours per week. There were questions about whether this could be administered in a voluntary basis. The difficulties there would be it would be an administrative nightmare to bring in 20 or 30 people to provide chaplain services and there would be security issues. For all those reasons, the Committee unanimously felt that we should push this on to the full Board. This will not preclude people receiving services from other groups such as Jehovah's Witnesses. They can request their own chaplain or their own particular faith if they so desire. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN  
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM  
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the McLean County Board recognizes the need to safeguard the lives and property of citizens during emergencies and disasters; and

WHEREAS, it is deemed appropriate that law enforcement agencies should be enabled to provide additional resources, equipment and/or law enforcement personnel to stricken law enforcement agencies within the State of Illinois that are parties to the Illinois Law Enforcement Alarm System Intergovernmental Agreement; and

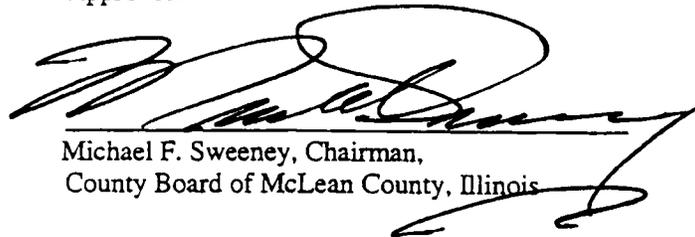
WHEREAS, the McLean County Sheriff desires to enter into said Intergovernmental Agreement; and

WHEREAS, this Intergovernmental Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), now, therefore,

**BE IT RESOLVED BY THE McLEAN COUNTY BOARD**, that the Chairman of the McLean County Board is authorized to sign the Illinois Law Enforcement Alarm System Intergovernmental Agreement on behalf of the McLean County Board.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of January, 2003.

Approved:

  
Michael F. Sweeney, Chairman,  
County Board of McLean County, Illinois

Attest:

  
Peggy Ann Milton  
Clerk of the McLean County Board

# ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

## Mutual Aid Agreement

The undersigned law enforcement agencies agree pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), as follows:

### Section 1

#### Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, people and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

### Section 2

#### Definitions

For the purpose of this Agreement, the following terms are defined as follows:

*Aiding law enforcement agency:* A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

*Disaster:* An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

*Emergency:* A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state or federal government.

*Law enforcement personnel:* An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Illinois Law Enforcement Training and Standards Board or

federal law) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

*Mutual aid:* A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

*Participating law enforcement agencies:* A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

*State:* The term *state* refers exclusively to the State of Illinois.

*Stricken law enforcement agency:* A participating law enforcement agency who has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

### **Section 3**

#### **Agreement to Effectuate the Mutual Aid Plan**

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken law enforcement agency, to request assistance from an aiding law enforcement agency, he is hereby authorized to do so, under the terms of this mutual aid agreement. The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency who is present shall assume full responsibility and command for law enforcement operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources. Each participating law enforcement agency shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The chief law enforcement officers of the participating agencies will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

#### **Section 4 Adoption**

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

#### **Section 5 Termination**

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

Section 6  
Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Law Enforcement Alarm System (ILEAS), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

McLean County  
Political Entity or Agency

David Owens  
Chief Law Enforcement Officer

[Signature]  
President, Mayor, Chairman or other Chief  
Executive Officer (if applicable)

SHERIFF  
Title

1-21-03  
Date

1-23-2003  
Date

Attest:

[Signature]  
Title McLean County Clerk

1-21-03  
Date

Members Renner/Gordon moved the County Board approve a Request for Approval of a Resolution Authorizing the Chairman to Sign the Illinois Law Enforcement Alarm System Intergovernmental Agreement – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: at the will of the Board, I would like to pull, Item C1c, the Request for Approval to Solicit Bids for the Purchase of Mobile Radio, Portable Radio, and Ancillary Communications Equipment Compatible with the Clear Talk – Sheriff's Department. Initially, the entire Justice Committee felt that we needed more information, and knew that we, as soon as possible, need to try to provide adequate radio systems for our personnel in the Sheriff's Department and of course for all of the citizens in McLean County. I suspect no one will disagree with that. The question is how to achieve that. Some concerns were raised at the Executive Committee. Was this another Band-Aid approach; was this a piece-meal approach; was there a more comprehensive way of perhaps dealing with this, getting perhaps some people from Normal, Bloomington, and McLean County together? One of the points that was raised was that McLean County, Normal, and the City of Bloomington all have different needs. Clearly, we have a County of nearly 1,200 square miles so our needs are going to be different from those. Can we come up with a solution, which might be a regional, area-wide, community solution instead of just trying to put another Band-Aid on this? I don't know that the Committee believed this was a Band-Aid because we put this forward. We believed it was a viable option. Was this the only option? We don't know. I believe Member Selzer wanted to speak to this Motion. Member Segobiano asked the following: where are we? Has this been moved? Chairman Sweeney stated: no, there is no motion on the floor. Member Segobiano stated the following: just a point of information, this is an action item that was sent to the Board for action. Doesn't it have to be presented as an action item? Chairman Sweeney stated the following: usually that is correct. Member Renner stated the following: I talked to all six Members of the Justice Committee and there was unanimous consent that we should do this, under the circumstances. Member Segobiano asked if that was done at a stand-up. Member Renner stated: no, it was done informally. Member Segobiano stated the following: just for the record, Mr. Chairman, on everything we do we are held accountable, so if it's Committee action it has to be forwarded to the full Board as Committee action. Member Renner stated: it is my understanding that the Chairman can pull it unless the Board overturns that. Chairman Sweeney stated the following: you can also make a Motion, put it on the floor, and see if you can get a second. We can go from there if you would like to do that. Members Renner/Johnson moved the County Board approve a Request for Approval to Solicit Bids for the Purchase of Mobile Radio, Portable Radio, and Ancillary Communications Equipment with the Clear Talk System – Sheriff's Department. Member Sorensen stated the following: there is provision in the McLean County Board Rules for the Chairman of the Board to pull any item from the agenda. Chairman Sweeney stated: I understand but I didn't think that was necessary at this stage. I would rather put it on the floor and deal with it from there. Member Selzer stated the following: when I saw this item come up on the agenda again, I started to reflect about where we are and where we've been. Quite honestly, it is very disturbing to me. I want to give just a little background. I took a couple notes because I wanted to make sure I had facts and not emotion. On January 15,

1991, twelve years ago, this Board formed the ETSB Board, as authorized by the State of Illinois. In January of 1995, this Board entered an agreement with Bloomington and Normal to form MetCom. Now the responsibilities are very clear. The ETSB Board is basically in charge of the surcharge that is on our phone bills. They're charged with providing the data, if you will, up to the telephone and the computer itself. They bring the 911 line in there. They are responsible for the database, for addressing, and all of that. The MetCom Board is responsible for dispatching the calls, radios that they speak on, the actual dispatch function. When we formed that Board, MetCom put out for bid a radio system. EF Johnson was the successful bidder but for whatever reason the original system was never installed. Subsequently, we've had two consultants come in. Both consultants have asked why we don't implement what was originally designed. They stated we are short of equipment, towers, and antennas. We are now blaming EF Johnson for our radio problems. I've said before, it's like buying a Cadillac with three tires and blaming General Motors because you don't have a smooth ride. This is ridiculous. We've never implemented what we were told we needed originally. In August of 2001, there was a simulcast failure caused by Verizon and everything blew up again. Everybody was up in arms about why the radios don't work and it was brought to the forefront once again. As a result of that and some other things that have happened, in May of 2002, almost a year ago, MetCom formed an ad hoc radio committee that was asked to report on radio service for the County. We don't have a report yet. After almost a year, we do not have a complete comprehensive report on what's wrong and how to fix it. Bloomington and Normal have not waited for us. They have not called us. They have not consulted us. They purchased their own radio systems. When you talk to some of their officers right now, in Bloomington, the 400 MHz system they purchase is having some problems of its own. So is that the solution? We are now asked to go out for bid to look at another system, owned by another company. We are going to have a \$30,000 a year payment and a half a million dollars here. I'm not sure why we don't have a report yet. What I do know is that there are a lot of other options. Corn Belt owns a system. They could go out and get this pricing for us. We could call somebody and get some budgetary pricing. Everywhere I have looked in the budget I can't find one extra penny for any more radios. The other thing is, nobody has asked anybody that I know of to look at our whole debt structure. We have got bonds out there. Can we take a look at refinancing that debt and coming up with a way to implement the right system? Finally, the thing that troubles me the most, and I apologize if I offend anybody personally, the MetCom Board, which consists of seven people, our three Police Chiefs and our three Administrators, are the very people who can't solve the problem. They're the very people asking us for money to fix this. They are charged with those radios as their responsibilities. And finally, what about LeRoy? What about Downs, Lexington, or Chenoa, all of our rural communities? If Bloomington and Normal pull out we've asked these communities to change their radios, to get rid of their dispatchers, you know, come along with us for the ride. Who is going to take care of them? We have to. We must do that. Chenoa went out on their own and installed computers in their cars. They have had marked improvement on their radio service. They had to do it on their own. I don't understand it. I do not understand why more than two years have passed since I have been on this Board and we are worse off today than when we started. We still don't even have a report on what we should do. It does not make any sense to me at all. I would

like to suggest some discussion on the following: I would like to see the County Board Chairman appoint a select Committee of five people. I don't care who they are. Five Members of this Board to find out what makes the most sense for McLean County, all of McLean County, for 911, MetCom radios. I would like to suggest that that Board request the ad hoc radio committee to give them a report. They've been meeting for almost a year. They must have some information out there that they've collected. I would like to suggest that anybody who says there is a problem with the radios document those for us. I've not seen anything. If anybody has I hope they share it with us. We need to address once and for all the organization and responsibility out there. Who's responsible for what? We need to hold them accountable. We need to have some sort of a time-bound plan that says by the March Executive Committee meeting this select committee has a report back to the Chairman that says what we need to do. We need to act. The time for debate, in my opinion, is over. We must be a voice for the rural communities. Bloomington and Normal are doing what they think is best for their citizenry without consulting us. That is what they are charged to do. We have a responsibility to the people of the County and I think it is about time we do something to exercise it. Member Segobiano stated the following: I can rise in support of what Member Selzer stated. He has given us a background of MetCom and the ETSB Board. In Executive, it was asked why are we going out for bids for this system when there are so many problems that exist. We have a ream of information on file in regards to it. I simply said this is old history but it is starting the engine downhill. In County government, once you start the engine downhill, it's extremely difficult to stop it. I believe this is part of the process and I oppose it. We need to put a stop to spending taxpayer dollars on a system that seems to be going nowhere. As a citizen of Bloomington, I am paying for the City of Bloomington's radio system, and I am paying for the County of McLean's radio system. If you are a Normal resident, you are paying for the Normal radio system as well as the County's. We are nowhere in sight of a resolution. To add to what Member Selzer said, not only should this ad hoc committee come up with a solution, but also we need to remember that it's for protection of the officers on the streets. Let's not lose sight of who they are out there protecting. It's the citizens of McLean County, Bloomington, and Normal, the wellbeing of every citizen, man, woman, and child. All we are doing is sitting here twelve years later asking the taxpayers to spend more money on a system those three units cannot agree upon. As a Board that is responsible to make a prudent, wise, and just decision, we need to lay down the ultimatum to these units of government, give them a timeframe to work on. Absent of their doing that, we need to disband MetCom and let each unit of government go back to their own dispatch system and be responsible for those citizens that they are charged to protect. There is a tremendous cost out there, but all we are talking about is radios. That console system is also going to evolve at a large expenditure. Then what about the dispatchers out there? One day a dispatcher is working on the Normal system, the next day he is working on the Bloomington system, the third day he is working on the McLean County system and it goes around and around. He is supposed to be well trained, and I'm not saying they're not, but it is confusing as to what system they will be working on today. We need to put a stop to it. We need to give them an ultimatum, and a timeframe. If they fail to meet that then we need to return to individual dispatching systems and save taxpayer money. Member Renner stated the following: just to clarify, the Clear Talk System is not the

system that we currently have. This is something that our duly elected Sheriff suggested was something that he was happy with or felt would be a solution from his perspective. It may very well be that as a County government, we need to have a more area-wide perspective and maybe we can implement a regional system, a community system that will also cover Bloomington and Normal. But again, I just want to clarify that. Clear Talk System is not the status quo. The question is, is it the solution? Member Sorensen stated the following: this is becoming a little bit confusing. We have a motion on the floor from the Justice Committee to support the recommendation. I would like to suggest that Member Selzer to try to extract those three or four bullet points in terms of criteria for this ad hoc Committee, and if he can do that, then I would invite him to make a substitute motion. I think that would be the appropriate thing to do. Chairman Sweeney stated the following: we could do a substitute motion or we could vote on the original motion. Member Selzer stated the following: I don't mind making a substitute motion but I think the Chairman has the authority to appoint a committee to do just about anything without a motion. Chairman Sweeney stated the following: this Chairman will not do that. This Board makes those decisions, all nineteen of you will make that decision not just one individual. Member Selzer made a substitute motion to request the Chairman to appoint a select committee of five members to review our continued participation in the intergovernmental agreement that formed MetCom, to review the radio issues, and make a recommendation back to the March Executive Committee meeting of a plan for all McLean County for radios, MetCom dispatch, and all of those issues presented here. Chairman Sweeney stated the following: before I ask for a second, instead of going to the Executive Committee since it is a committee of the whole, why wouldn't we bring this back to the full Board. Member Selzer stated: that is what I meant to say. Second by Berglund. Member Segobiano stated the following: if we vote on the substitute motion what does that do to the main motion. Chairman Sweeney stated the maker and seconder of the main motion should withdraw that motion, and then they can move to the substitute motion. Members Renner/Johnson withdrew the main motion. Chairman Sweeney stated the following: now all we have on the floor is the substitute motion. Member Gordon stated the following: I support the substitute motion. I support the sentiment behind it and the concerns that have been expressed. My one concern now is whether requesting, or directing that the report be made back to the County Board in March allows sufficient time. It may well but I just want to make sure that is on the record so that we can consider that as part of the discussion now. I don't want to delay anything further unnecessarily but I do want sufficient time allowed so that all the information we are seeking can adequately and accurately be gathered for our consideration. Chairman Sweeney stated: this full Board can extend it if it is found to be necessary in a month. Member Gordon asked: can we then get at least an informal interim report in February or at least some indication of the progress made and whether the five-member ad hoc Committee believes that the information will be ready in March? Can we at least put that into the mix, not part of the motion? Chairman Sweeney said: it will definitely be part of the process and I think that whoever is chairman of this committee would report back to the full Board in February and let them know of the status at that time. This has gone on long enough and I think that it is appropriate that we move on this as fast as possible. Also, I think that all the Board Members should be aware that they are invited to whatever meetings this ad hoc committee has and hopefully

most of us will show up. I know I will. Clerk Milton shows all Members present voting in favor of the Substitute Motion. Motion carried.

Member Renner stated the General Report is located on pages 113-122.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there were no items for action and the General Report can be found on pages 123-126.

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

**An Ordinance of the McLean County Board  
to Establish a Tax Sale Automation Fund in the Office of the County Treasurer**

WHEREAS, the County Treasurer performs certain County Collector duties, including sale of property for delinquent taxes; and,

WHEREAS, an automated record keeping system is used for processing delinquent property tax sales; and,

WHEREAS, the County Collector may assess to the purchaser of property for delinquent taxes a fee of not more than \$10.00 per parcel; and,

WHEREAS, pursuant to 35 ILCS 200/21-245, the County Board may make expenditures from the Tax Sale Automation Fund to pay any costs related to the automation of property tax collections and delinquent property tax sales, including the cost of hardware, software, research and development, and personnel; and,

WHEREAS, the Finance Committee at its regular meeting of January 7, 2003 recommended that the County Board authorize the County Treasurer to establish a Special Revenue Fund for the deposit and expenditure of fees collected by the County Collector pursuant to law effective January 1, 2004; now, therefore

BE IT ORDAINED by the McLean County Board as follows:

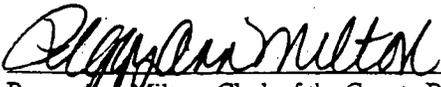
(1) Effective January 1, 2004, the County Treasurer is hereby authorized to establish a Special Revenue Fund entitled "Tax Sale Automation Fund," for deposit of fees assessed by the County Collector to purchasers of property for delinquent taxes, which fund shall be used to pay any costs related to the automation of property tax collections and delinquent property tax sales, including the cost of hardware, software, research and development, and personnel.

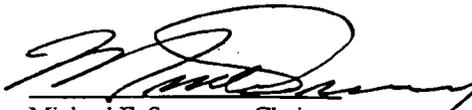
(2) The County Clerk shall forward a certified copy of this Ordinance to the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Moss moved the County Board approve a Request for Approval of an Ordinance to Establish a Tax Sale Automation Fund in the Office of the County Treasurer - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE STATE'S ATTORNEY  
TO ADJUST THE SALARY STEP WITHIN THE SALARY RANGE  
FOR TWO ASSISTANT STATE'S ATTORNEY IV POSITIONS  
ASSIGNED TO THE MAJOR CRIMES UNIT

WHEREAS, the State's Attorney recommended and the McLean County Board approved the creation of a new Major Crimes Unit within the State's Attorney's Office; and,

WHEREAS, the State's Attorney recommended and the McLean County Board approved the reorganization of staffing in the State's Attorney's Office to establish the Major Crimes Unit consisting of three (3) Assistant State's Attorney IV positions; and,

WHEREAS, the State's Attorney requested authorization from the Finance Committee to adjust the salary step within the salary range for two Assistant State's Attorney IV positions within the Major Crimes Unit; and,

WHEREAS, the State's Attorney requested that the salary step for one Assistant State's Attorney IV position be adjusted to step 82 (annual salary of \$71,095.25) and that the salary step for the other Assistant State's Attorney IV position be adjusted to step 58 (annual salary of \$65,021.78); and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, January 7, 2003, approved the request of the State's Attorney to adjust the salary step within the salary range for two Assistant State's Attorney IV positions within the Major Crimes Unit; now, therefore,

BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the State's Attorney is hereby authorized to adjust the salary step for one Assistant State's Attorney IV position to step 82 (annual salary of \$71,095.25).
- (2) That the State's Attorney is hereby authorized to adjust the salary step for the other Assistant State's Attorney IV position to step 58 (annual salary of \$65,021.78).
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

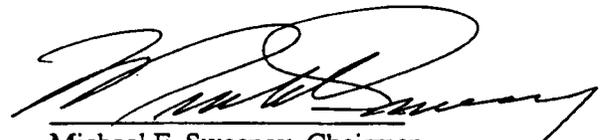
(2)

ADOPTED by the McLean County Board this 21st day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of the State's Attorney's Recommendation to Adjust the Salary Step for Two Assistant State's Attorneys IV - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

## MOTOR VEHICLE LEASE AGREEMENT -

Bloomington, Illinois January 21, 2003

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

### WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

### DESCRIPTION OF VEHICLES

| <u>Year</u> | <u>Make</u> | <u>Model</u>         | <u>VIN#</u>       |
|-------------|-------------|----------------------|-------------------|
| 1994        | FORD        | BRAUN                | 1FTJS34G8RHB78597 |
| 1994        | FORD        | BRAUN                | 1FTJS34G9RHB78592 |
| 1998        | FORD        | ELDORADO             | 1FDXE40F3WHB91379 |
| 1998        | DODGE       | RAM VAN/B350 MAXIVAN | 2B7LB31Z9WK158253 |
| 2000        | DODGE       | RAISED ROOF VAN      | 2B7LB31Z7YK168458 |
| 2000        | FORD        | ELDORADO             | 1FDXE45F0YHC01202 |
| 2000        | FORD        | ELDORADO             | 1FDXE45F5YHC01227 |
| 2002        | FORD        | ELDORADO             | 1FDWE35L52HB52792 |
| 2002        | FORD        | ELDORADO             | 1FDXE45F22HB40538 |
| 2002        | FORD        | ELDORADO             | 1FDXE45F42HB40539 |

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is R.R. #1, Box 310, Chenoa, IL 61726.

- 1. TERM** The term of this lease is three years from the date first set out above. The lease term expires on January 21, 2006, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
- 2. RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
- 3. LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid

driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. **LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees

and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. **TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

11. **DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

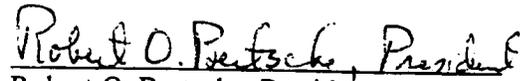
15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

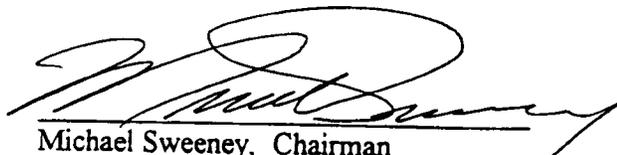
**MEADOWS MENNONITE HOME (SHOWBUS)**  
Lessee

  
Robert O. Bertsche, President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael Sweeney, Chairman  
McLean County Board

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Amended Motor Vehicle Lease Agreement for ShowBus - Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT TO FUND  
THE McLEAN, DeWITT AND LIVINGSTON COUNTIES  
EDUCATIONAL SERVICE REGION

WHEREAS, the County Boards of McLean, DeWitt and Livingston Counties have enacted joint resolutions incorporating Livingston County in the McLean and DeWitt Counties Educational Service Region in accordance with Section 3A-4 of the Illinois School Code (105 ILCS 5/3A-4).

WHEREAS, Section 3A-7 of the Illinois School Code (105 ILCS 5/3A-7) states that counties pay for the expenses of an Education Service Region in the proportion that the equalized and assessed valuation of the taxable property in the county bears to the total equalized and assessed valuation of all of the property in the region; and

WHEREAS, Article 7, Section 10(a) of the Illinois Constitution expressly permits local governments to enter into agreements to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the parties agree that each county has the power and duty to pay for the expenses of their Educational Service Region under Section 3A-7 of the Illinois School Code and that there are no laws or ordinances which prohibit them from entering into this Intergovernmental Agreement pursuant to the authority provided in the Illinois Constitution; and

WHEREAS, the parties agree that it is in the best interests of the citizens of McLean, DeWitt and Livingston Counties to remain as one Educational Service Region and provide oversight and funding for such Region in accordance with the terms of this agreement, now, therefore,

IT IS HEREBY AGREED by and between the County Boards of McLean, DeWitt and Livingston Counties as follows:

1. That the Joint Education Committee of McLean, DeWitt and Livingston Counties shall consist of the following members: three (3) members from McLean County, one (1) member from DeWitt County, and one (1) member from Livingston County.
2. That for the Educational Service Region's 2001-2002 fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
3. That for the Educational Service Region's 2002-2003 fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
4. That for the Educational Service Region's 2003-2004 fiscal year, McLean County shall contribute 63%, DeWitt County shall contribute 18% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.

5. That for the Educational Service Region's **2004-2005** fiscal year, McLean County shall contribute 64%, DeWitt County shall contribute 17% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.
6. That for the Educational Service Region's **2005-2006** fiscal year, McLean County shall contribute 65%, DeWitt County shall contribute 16% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.
7. That this agreement shall terminate December 31, 2006.
8. That this agreement may only be amended by agreement of all of the parties.
9. No waiver or 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.
10. 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.
11. That the Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region entered into on March 19, 2002 is hereby terminated and replaced with this agreement.

This agreement is entered into this 21<sup>st</sup> day of January, 2003 by the County Boards of McLean, DeWitt and Livingston Counties.

County of McLean

By:   
Chairman

ATTES:   
McLean County Clerk

County of DeWitt

By: *R. O. Schumaker*  
Chairman

ATTEST: *James Ysher*  
DeWitt County Clerk

County of Livingston

By: *John Jacobson*  
Chairman

ATTEST: *David K. McGowan*  
Livingston County Clerk

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Intergovernmental Agreement to Fund the McLean, DeWitt, and Livingston Counties Educational Service Region - Regional Office of Education. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2002 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2002 appropriation in Fund 0107 AIDS/Communicable Disease Prevention for Grants received from the Illinois Department of Public Health for the Health Alert Network Build Out and broadband internet connection, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, and increasing the appropriation by \$27,290 from \$20,511 to \$47,801.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

| LINE      | DESCRIPTION              | PRESENT<br>AMOUNT | INCREASE | NEW<br>AMOUNT |
|-----------|--------------------------|-------------------|----------|---------------|
| 0795-0003 | Telephone                | \$ 685            | \$ 5,950 | \$ 6,635      |
| 0833-0002 | Purchase Computer Equip. | \$ 1,500          | \$21,340 | \$ 22,840     |
| TOTALS:   |                          | \$ 2,185          | \$27,290 | \$ 29,475     |

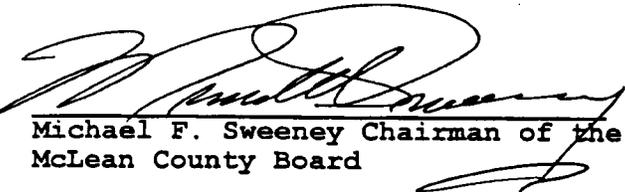
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 21<sup>st</sup> day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney Chairman of the  
McLean County Board

An Ordinance of the McLean County Board  
 Amending the 2003 Combined  
 Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, and establishing an appropriation of \$73,219.00.
  
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

| LINE      | DESCRIPTION              | PRESENT AMOUNT | INCREASE | NEW AMOUNT |
|-----------|--------------------------|----------------|----------|------------|
| 0503-0001 | Full Time Employees      | \$ 27,661      | \$ 8,072 | \$ 35,733  |
| 0515-0001 | Part Time Employees      | \$ 25,863      | \$13,106 | \$ 38,969  |
| 0599-0001 | County IMRF Contrib.     | \$ 2,519       | \$ 962   | \$ 3,481   |
| 0599-0002 | Employee Medical         | \$ 2,346       | \$ 561   | \$ 2,907   |
| 0599-0003 | Social Security Contrib. | \$ 4,149       | \$ 1,696 | \$ 5,845   |
| 0607-0001 | Food                     | \$ 0           | \$ 200   | \$ 200     |
| 0612-0003 | Educational Supplies     | \$ 5,154       | \$ 5,175 | \$ 10,329  |
| 0620-0001 | Office Supplies          | \$ 600         | \$ 200   | \$ 800     |
| 0629-0001 | Printed Forms            | \$ 2,400       | \$ 2,400 | \$ 4,800   |
| 0630-0001 | Postage                  | \$ 1,600       | \$ 250   | \$ 1,850   |
| 0778-0001 | DP User Fees             | \$ 0           | \$ 2,000 | \$ 2,000   |
| 0793-0001 | Travel                   | \$ 700         | \$ 4,084 | \$ 4,784   |
| 0795-0003 | Telephone                | \$ 1,900       | \$ 237   | \$ 2,137   |
| 0833-0002 | Purchase Computer Equip. | \$ 0           | \$34,276 | \$ 34,276  |
| TOTALS:   |                          | \$ 74,892      | \$73,219 | \$148,111  |

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

Adopted by the County Board of McLean County this 21<sup>st</sup> day of January, 2003.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney Chairman of the  
McLean County Board

F:\adm\budg\02bioterroramendment

A Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the CDC Bioterrorism Grant from the Illinois Department of Public Health;

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

| Action   | Fund      | Program | Position       | Annual | Months | Now | New |
|----------|-----------|---------|----------------|--------|--------|-----|-----|
|          |           |         | Classification | FTE    |        |     |     |
| Increase | 0107-0061 | 0062    | 0503-8113      | .32    | 9.0    | .02 | .26 |
| Increase | 0107-0061 | 0062    | 0515-8127      | .39    | 9.0    | .20 | .49 |

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

Adopted by the County Board of McLean County this 21<sup>st</sup> day of January 2003.

APPROVED

  
 Michael F. Sweeney, Chairman  
 McLean County Board

ATTEST:

  
 Peggy Ann Milton, Clerk of McLean County  
 Board of the County of McLean  
 adm\budg\03ftebioterror

Members Sorensen/Owens moved the County Board approve Requests for Approval of the following: Ordinances Amending the Fiscal Year 2002 and Fiscal Year 2003 Combined Appropriation and Budget Ordinance for the AIDS/Communicable Disease Fund 0107 for the Health Alert Network and a Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is on pages 142-151.

#### TRANSPORTATION COMMITTEE:

Member Hoselton, Vice-Chairman, stated they had no items for action and the General Report can be found on pages 152-161.

Member Sorensen stated the following: the Board has become very accustomed to hearing about the salt supply in our January meeting. Member Hoselton stated: the salt supply is unlimited. I have all confidence in Mr. Mitchell.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I am pleased this morning to introduce to you Miss Christine Northcutt. Christine has accepted the position as the County Administrator's Assistant. She brings three years of experience as the Executive Assistant to Uniquely Bloomington and in that capacity she worked with a large Board, a Board that actually is larger than this one, sending agendas, meeting notices, preparing minutes, and also preparing material. She has unique experience that is very welcome in the County Administrator's Office. I hope all of you will join me in welcoming her to this position. Following this meeting, we are planning a County Board orientation workshop for all Members of the Board who would like to attend. Assuming the Board meeting continues for the next 15-20 minutes, we will try to get started in this room about 10:15 a.m. The orientation will include a presentation by the State's Attorney's Office, Building and Zoning, and information from the County Administrator's Office. We are planning to order in sandwiches. Hopefully, we will finish either around lunchtime or shortly thereafter.

#### OTHER BUSINESS AND COMMUNICATION:

Chairman Sweeney stated the following: I want to report to you that the Old Courthouse Building is going to be 100 years old this year. They opened the building in May of 1903. I have an agreement with Greg Koos and the museum to have the County Board meeting on May 21, 2003 at the Old Courthouse Building on the second floor. Only Paul and I that are here today had meetings there. The rest of you have all had your meetings here, I believe. We started our time with the County at the Old County Courthouse Building. On May 21, 2003 at 9:00 a.m., we will convene over at the Old Courthouse Building on the second floor. Mr. Koos has agreed to give us a little bit of history about

the Old Courthouse and County Board meetings. It is my understanding that around 1900 the County Board consisted of 36 people, then it went up to 47 under the McLean County Board of Supervisors, then went down to 27, and now it is currently 20. I think that's what has happened over the last hundred years and in the beginning, they did not meet in the courtroom. They had a special room and Mr. Koos said that he will research that and give us information on May 21<sup>st</sup>. If you are all in agreement, we will have our May meeting in the Old Courthouse Building.

Member Renner stated the following: pursuant to today's Editorial in the Pantagraph, one of our issues of alternatives to jail, is a pretrial electronic monitoring service used by Tazewell County which will be discussed at a meeting sponsored by the McLean County League of Women Voters and it's Alternatives to Jail Committee. The meeting is at 7:00, tomorrow, Wednesday, January 22, 2003 in the Bloomington Public Library Community Room. They will have representatives from Tazewell, Greg Knight the Director of Court Services, Jay Peter Ault, Presiding Judge and the father of one of my students, and William Atkins, Assistant State's Attorney, Brian Addy a Public Defender, and an ex-offender. They will be looking at how effective their programs are there - efficient, economical, and to what extent can that form our decisions. Obviously, it is not identical but they are close enough to us in population and other basic characteristics that it might at least form our decision making. I would invite all the Members of the Board and public to attend.

Member Gordon stated the following: I want to be sure that I understood correctly with regards to the Old Courthouse. Did I understand you to say Wednesday, May 21, 2003? Chairman Sweeney stated the following: I don't think I said Wednesday at all. If I did, I made a mistake it is always Tuesday. Member Gordon asked if it was the regular Tuesday meeting. Chairman Sweeney stated it is Tuesday, May 20, 2003.

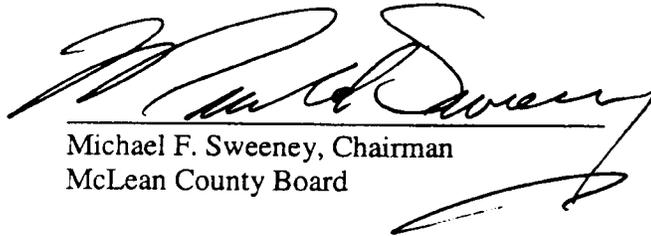
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

January 21, 2003

2003 Budget Expenditures

| <b>COMMITTEE</b> | <b>PENDING<br/>EXPENDITURES</b> | <b>PRE-PAID<br/>EXPENDITURES</b> | <b>TOTAL<br/>EXPENDITURES</b> |
|------------------|---------------------------------|----------------------------------|-------------------------------|
| Executive        |                                 | \$361,781.71                     | \$361,781.71                  |
| Finance          |                                 | \$617,652.54                     | \$617,652.54                  |
| Human Services   |                                 | \$456,598.46                     | \$456,598.46                  |
| Justice          |                                 | \$1,309,827.94                   | \$1,309,827.94                |
| Land Use         |                                 | \$15,773.50                      | \$15,773.50                   |
| Property         |                                 | \$290,565.78                     | \$290,565.78                  |
| Transportation   | \$275,054.16                    | \$778,128.67                     | \$1,053,182.83                |
| Health Board     |                                 | \$346,023.69                     | \$346,023.69                  |
| Disability Board |                                 | \$44,580.75                      | \$44,580.75                   |
| T. B. Board      |                                 | \$18,119.51                      | \$18,119.51                   |
| <b>Total</b>     | <b>\$275,054.16</b>             | <b>\$4,239,052.55</b>            | <b>\$4,514,106.71</b>         |



Michael F. Sweeney, Chairman  
McLean County Board

Members Owens/Selzer 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 Bostic/Owens moved for adjournment until Tuesday, February 18, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:47 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 21<sup>st</sup> day of January, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10<sup>th</sup> day of February, 2003.

  
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Peggy Ann Milton  
McLean County Clerk