

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

January 16, 2001



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January 16, 2001

The McLean County Board met on Tuesday, January 16, 2001 at 9:02 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 Segobiano and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Jack Pokorney, Tari Renner, Eugene Salch, Paul Segobiano, and David Selzer.

The following Members were absent:

Ray Rodman, Joseph Sommer, and Matt Sorensen.

Proceedings of December Meeting:

The Proceedings of the December 19, 2000 meeting had been submitted to each Member of the County Board prior to this meeting. Members Selzer/Pokorney moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

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

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, Engineer

RESOLUTIONS:

1. Resolution by the County Board – letting results from December 28, 2000 for McLean County and ten (10) Road Districts 2001 MFT Maintenance Sections

B. Building & Zoning - Charles Wunder, Director

Zoning Cases:

- 1) Grant the map amendment application of Rickardo and Rozanne Ramirez, for a map amendment to change the zoning classification of 19 acres from A-Agriculture District to a classification of R1-Single Family Residence District in Case No. 00-55-Z. The property is located in Dry Grove Township immediate north of the Old Peoria Road approximately 950 feet west of Road 975E.

Subdivision Cases:

- 1) Approve an ordinance vacating part of Thompson Avenue in the Bloomington Heights Subdivision, File S-00-18. The property is located in Bloomington Township immediately north of Washington Street and approximately ¼ mile west of Interstate 55.
- 2) Approve a resolution adopting a preliminary plan for the Dover Ridge Subdivision, File S-00-21. The property is located in Old Town Township immediately south of the Cheneys Grove Road Approximately 1 1/4 mile southeast of Towanda-Barnes Road.
- 3) Approve a resolution adopting a preliminary plan for the Wexford Hills Subdivision, File S-00-22. The property is located in Old Town Township immediately south of the Cheneys Grove Road approximately one mile southeast of Towanda-Barnes
- 4.) Approve a resolution adopting a preliminary plan for the Heartland Industrial Park Subdivision Extension No. 1, File S-00-25. The property is located in Dale Township immediately southeast of the intersection of Road 1000E and IL Route 9.
- 5) Approve an ordinance adopting the final plat of the Kaupp Estates Subdivision, File S-00-26. The property is located in Gridley Township immediately west of Road 1750E approximately 1/8 mile north of County Highway 6.

- C. Transfer Ordinances
- D. Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Justice Committee

- a) Request for Approval of the 2001 County Emergency Operation Plan – ESDA
- b) Request for Approval of Bid for Uniforms and Equipment for Sheriff's Office – County Sheriff's Office
- c) Request for Approval of a Contract for Juvenile Detention Facility Physician – Court Services Department
- d) Request for Approval of a Contract for Juvenile Detention Facility Counseling Services – Court Services Department

- 2) Property Committee

- a) Request for Approval of a Service Contract with Simplex Fire Alarm Systems – Simplex Time Recorder – Parks and Recreation Department

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

APPOINTMENTS:

McLean County Economic Development Council

Michael F. Sweeney
Chairman, McLean County Board
Two Year Term of Appointment

P.A. "Sue" Berglund
McLean County Board
Two Year Term of Appointment

REAPPOINTMENTS

NONE

RESIGNATIONS:

NONE

- F. Approval of Resolutions of Congratulations and Commendation

- a) Request for Approval of a Resolution of the McLean County Board in Recognition of Robert Buhrke

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 2, 2001, for a letting held on December 28, 2000 for McLean County and ten (10) Road Districts 2001 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 2, 2001

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

2000 MFT SECTIONS:

McLean County.....	Sec. 01-00000-00-GM.....	GR 14	\$41,805.00
Allin R.D.....	Sec. 01-01000-00-GM.....	GR 14	\$4,062.50
Anchor RD.....	Sec. 01-02000-00-GM.....	GR 14	\$4,710.00
Hudson R.D.....	Sec. 01-19000-00-GM.....	GR 14	\$6,373.75
Money Creek R.D.	Sec. 01-23000-00-GM.....	GR 14	\$4,200.00
Normal R.D.....	Sec. 01-25000-00-GM.....	GR 14	\$6,402.00
West R.D.....	Sec. 01-29000-00-GM.....	GR 14	\$5,715.00

The successful bidder on the above sections was, Carri Scharf Trucking, P. O. Box 92, Bloomington, IL 61702

Arrowsmith R.D.....	Sec. 01-03000-00-GM.....	GR 14	\$12,142.00
Arrowsmith R.D.....	Sec. 01-03000-00-GM.....	GR 15	\$6,352.00
Martin R.D.	Sec. 01-22000-00-GM.....	GR 14	\$19,535.00

The successful bidder on the above sections was, Indian Creek Materials, 908 W. Thadds Rd., Fairbury, IL 61739

Cheney's Grove R.D.	Sec. 01-08000-00-GM.....	GR 14	\$22,515.50
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The successful bidder on the above section was, J. M. H. Trucking, 1602 S. Bunn St., Bloomington, IL 61701

Gridley R.D.....	Sec. 01-18000-00-GM	GR 14	\$16,341.00
Gridley R.D.....	Sec. 01-18000-00-GM	GR 15	\$7,959.00

The successful bidder on the above sections was, Towanda Company, P. O. Box 198, Towanda, IL 61776

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 16, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16 day of January, A.D., 2001.

[SEAL]

Peggy Ann Milton
County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Rickardo and Rozanne Ramirez in case 00-55-Z. They are requesting a map amendment to change the zoning classification of 19 acres from A-Agriculture District to a classification of R1-Single Family Residence District on property which is part of Sec. 34, Township 24N, Range 1E of the 3rd Principal Meridian and is located in Dry Grove Township immediate north of the Old Peoria Road approximately 950 feet west of Road 975E.

After due notice, as required by law, the Board of Appeals held public hearings in this case on January 3, 2001 in Room 700, 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 19 acre property is currently used for crop production. The property slopes gently to the north and west, and has 515 feet of frontage on the north side of the Old Peoria Road and 500 feet on the west side of Road 975E.

SURROUNDING ZONING AND LAND USES - The property to the north, east and west is in the A-Agriculture District. The land to the south is in the R1-Single Family Residence District. A single family residence is located to the north. A residential subdivision is located to the west. The land to the south is used for crop production; however, a preliminary plan for the Prairieland Subdivision has been approved for the site. The land to the east is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 93.3 out of 125 points. The site assessment score was 183 out of 175 points. The total LESA score was 176.13 out of 300 points. A score below 225 points means the property is of low value for protection of agricultural land.

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 that must all be found in the affirmative prior to recommending granting of the petition.

1. 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. A residential subdivision is established to the east. A single family residence established under a special use is located to the north. Another single family residence is located along the Old Peoria Road to the east. The land use designation for the property is split between

“Secondary Agriculture” where site development guidelines are recommended for non-farm development, and “Primary Agriculture”.

2. The proposed zoning classification is 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 classification. The topography and dimensions of the property are appropriate for uses in both districts.
3. 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 classification. The frontage on the Old Peoria Road and Road 975E provide adequate access to the property.
4. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the R1-Single Family Residence District. The "Old Peoria Road", a collector street, is connected to Mitsubishi Motorway, an arterial road, approximately one and a quarter miles east of this property.
5. 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 R1-Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area if future development provides on site stormwater detention/retention.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available to serve the uses permitted in the R1-Single Family Residence District, particularly the water supply. This property is on the fringe of the development area according to the Comprehensive Plan.
7. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.

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 that the zoning district classification of the property described above be changed from A-Agriculture District to a classification of R1-Single Family Residence District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, Member Rudolph was opposed and Member Buhrke was absent.

Respectfully submitted this 3rd day of January 2001, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

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

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 A-Agriculture District to a classification of R-1 Single Family Residence District on 19 acres located in Dry Grove Township immediate north of the Old Peoria Road approximately 950 feet west of Road 975E.

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. 00-55-Z according to law; and

WHEREAS, the McLean County Zoning Board of Appeals has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 of the McLean County Zoning Ordinance for recommending such amendment and has recommended that the proposed amendment be granted; and

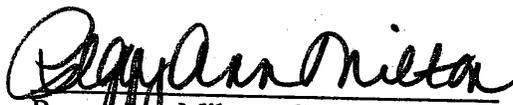
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

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 A-Agriculture District to a classification of R-1 Single Family Residence District.

Adopted by the County Board of McLean County, Illinois this 16th day of January 2001.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

ORDINANCE

Street Vacation in the Bloomington Heights Subdivision, File S-00-18

WHEREAS, Hans Peterson, Christopher Brittin, Eva Elizabeth Foli, Ruth A. Oesch and Raymond Thompson, case S-00-18, have made an application to vacate that part of Thompson Avenue located immediately west of Lot 92 through Lot 112 in the Bloomington Heights Subdivision, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Hans Peterson, Christopher Brittin, Eva Elizabeth Foli, Ruth A. Oesch and Raymond Thompson own property adjacent to Thompson Avenue where it is proposed to be vacated; and

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

WHEREAS, said amended final plat vacates that portion of the 33 foot Thompson Avenue right of way originally platted in the Nafziger Subdivision and subsequently platted in the Thompson Subdivision and the Bloomington Heights Subdivision located between Jefferson Street and Washington Avenue immediately west of Lot 92 through Lot 112 in Section 6, Township 23N, Range 2E of the 3rd Principal Meridian, McLean County, IL; and

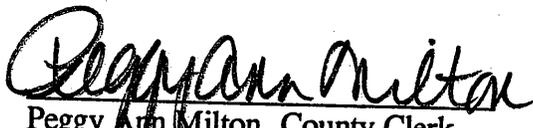
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said street vacation; now, therefore,

BE IT ORDAINED that the said amended final plat for the vacation of that part of Thompson Avenue located immediately west of Lot 92 through Lot 112 in the Bloomington Heights Subdivision be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 16th day of January 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Dover Ridge Subdivision, File S-00-21

WHEREAS, Tracy Holman and Charles M. Stevens III have requested approval of a preliminary plan for the Dover Ridge Subdivision, file S-00-21, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 28 residential lots and two lots to be used as out-lots; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

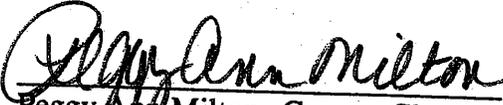
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Dover Ridge Subdivision be approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Dover Ridge Subdivision, File S-00-21, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 16th day of January 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION

**ADOPTING A PRELIMINARY PLAN
For the Wexford Hills Subdivision, File S-00-22**

WHEREAS, Tracy Holman and Charles M. Stevens III have requested approval of a preliminary plan for the Wexford Hills Subdivision, file S-00-22, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 42 residential lots and two lots to be used as out-lots; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

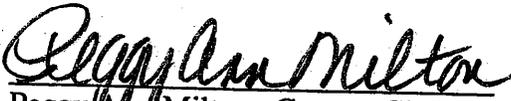
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Wexford Hills Subdivision be approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Wexford Hills Subdivision, File S-00-22, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 16th day of January 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION

ADOPTING A PRELIMINARY PLAN

For the Heartland Industrial Park Subdivision Extension No. 1, File S-00-25

WHEREAS, Michael S. Hadden, Marcia and John Gudeman have requested to amend Lots 1, 3, 4 and 5 of the Heartland Industrial Park Subdivision with the approval of a preliminary plan for the Heartland Industrial Park Subdivision Extension No. 1, file S-00-25, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan reconfigures and splits certain lots of the Heartland Industrial Park Subdivision as approved in file S-99-13 by the County Board on September 21, 1999; and

WHEREAS, a public hearing on said proposed amended preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

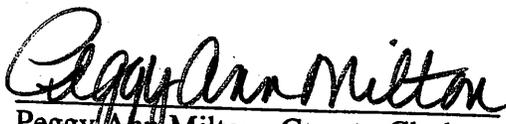
WHEREAS, said Land Use and Development Committee, after considering all evidence and testimony presented at said public hearing, has recommended that the original preliminary plan be amended to include a common collector drain tile to provide Lots 4A and 4B with a method of disposing of septic system effluent and is recommending that a revised preliminary plan showing such common collector be approved by the McLean County Board; now, therefore,

BE IT RESOLVED that the preliminary plan for the Heartland Industrial Park Subdivision Extension No. 1 as amended be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 16th day of January 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

ORDINANCE OF APPROVAL
OF FINAL PLAT
KAUPP ESTATES SUBDIVISION, FILE S-00-26

WHEREAS, Marvin W. and Annette Kaupp as owners have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Kaupp Estates Subdivision, file number S-00-26, and have executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Marvin W. and Annette Kaupp have subdivided this property into one lot in order to allow the construction of new single family dwelling for their son's family; and

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

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

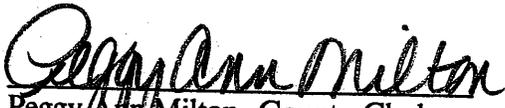
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Kaupp Estates Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 16th day of January 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2000
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

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

FUND 0129 DEPARTMENT 0062 CHILDREN'S ADVOCACY CNTR.
 PGM 0021 CHILDREN'S ADVOCACY PROG.

0629 0001 LETTERHEAD/PRINTED FORMS	1,250.00				
0701 0001 ADVERTISING/LEGAL NOTICES	500.00				
0718 0001 SCHOOLING & CONFERENCES	2,000.00				
0750 0001 EQUIPMENT MAINT. CONTRACT	1,000.00				
0833 0002 PURCHASE/COMPUTER EQUIP.	566.00				
				0630 0001 POSTAGE	200.00-
				0706 0001 CONTRACT SERVICES	3,500.00-
				0795 0001 ELECTRIC SERVICE	1,000.00-
				0795 0004 WATER SERVICE	50.00-
		5,316.00			
		=====			4,750.00-

Metro Communication Ctr.

FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR.
 PGM 0090 METRO COMMUNICATION

0706 0001 CONTRACT SERVICES	8,900.00				
0743 0001 RADIO/COMMUN.EQUIP.MAINT.	79,288.00				
				0832 0001 PUR.FURNISHINGS/OFF.EQUIP	8,900.00-
				0833 0002 PURCHASE/COMPUTER EQUIP.	46,800.00-
		88,188.00			
		=====			55,700.00-

Justice Committee

FUND 0129 DEPARTMENT 0062 CHILDREN'S ADVOCACY CNTR.
 PGM 0021 CHILDREN'S ADVOCACY PROG.

				0832 0001 PUR.FURNISHINGS/OFF.EQUIP	566.00-
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Metro Communication Ctr.

FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR.
 PGM 0090 METRO COMMUNICATION

				0839 0001 PURCHASE/RADIO EQUIPMENT	32,488.00-
					33,054.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 16TH DAY OF JANUARY , 2001

 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST

Debra Ann Milton
 COUNTY CLERK, MCLEAN COUNTY



EMERGENCY SERVICES & DISASTER AGENCY

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

2001

MCLEAN COUNTY EMERGENCY OPERATIONS PLAN

McLean County, Illinois

CHAIRMAN OF BOARD

Michael F. Sweeney

E.S.D.A. Director

James L. Wahls

Ast. E.S.D.A Director

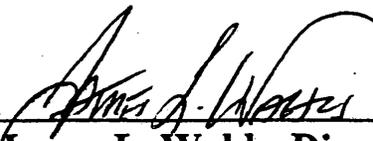
Curtis Hawk

Original Plan

April 1960

Re-written per CPG 1-8 1987 Updated: 1989, 1991, 1993, 1995, 1997, 1999

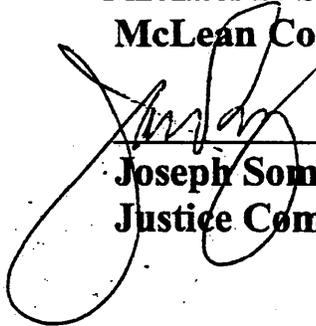
Re-written per SLG 101 January 2001



**James L. Wahls, Director
McLean County E.S.D.A.**

**John Zeunik, Administrator
McLean County**

**Michael F. Sweeney, Chairman
McLean County Board**



**Joseph Sommer, Chairman
Justice Committee**

PROMULGATION DOCUMENT

Emergency Services constitutes the preparation for and the carrying out of such function as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from disasters caused by natural, man-made or nuclear causes.

In compliance with Chapter 127 of the Illinois Revised Statutes, McLean County maintains an Emergency Services and Disaster Agency, and I, as the principal executive officer, the County Board Chairman, am required to notify the State of Illinois Emergency Management Agency of the manner in which we are providing disaster planning and emergency services and to identify the person who heads the department designated as responsible for carrying out the program.

To this effort, the McLean County Emergency Services and Disaster Agency Director shall have direct responsibility for the organization, administration, training and operation of the McLean County Emergency Services and Disaster Agency, subject to the direction and control of the County Board Chairman. An Oath, swearing true faith and allegiance to the Constitution of the State of Illinois has been administered to the appointed Director and to all those serving in any capacity in the County Emergency Services and Disaster Agency.

McLean County Emergency Services and Disaster Agency Ordinance was passed by the McLean County Board in 1989 and amended in 1994 to reflect new provisions for the McLean County Emergency Services and Disaster Agency. Mutual Aid Agreements signed by the local Mayors and the County Board Chairman have been negotiated and approved for the purpose of rendering assistance in accordance with the provisions contained in the agreements.

As Chairman of the McLean County Board, I fully support the concept of operations, organization, administration and training activities described in the Emergency Operations Plan for the protection of the citizens of McLean County.

SIGNED _____
Michael F. Sweeney, Chairman
McLean County Board

DATE _____



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

Gary C. Riss
Chairman
Bloomington, Illinois 61702-2400

January 12, 2001

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Sheriff's Department to award the bid for Police Uniforms and Equipment to Ray O'Herron, 3549 North Vermilion Street, Danville, Illinois 61834-1070, for the period February 1, 2001 – January 31, 2002.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Gary C. Riss
Dr. Robert L. Arnold

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

District #6
George J. Gordon
Bill Atkinson

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
John S. "Jack" Moran
John N. Stevens

17

October 30, 2000

INSTRUCTIONS TO BIDDERS

Sheriff's Dept. Uniform & Equipment Purchases
For The One Year Period Of February 1, 2001 to January 31, 2002

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.

Mandatory Vendor Information

Name of company submitting bid contact: JUDIE DONATH/BIDS & CONTRACTS
Printed name of authorizing agent submitting this bid proposal: RAY O'HERRON
Signature of authorizing agent submitting this bid proposal: *Ray O'Herron*
Date bid proposal submitted: 11/13/00
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: oherron@soltec.net
Company Contact FAX Number: 1-(888) 223-3235

Bid Procedure: All bids shall be prepared on bid 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 Administrator's Office, Room 701 of the Law & Justice Center, 104 W. Front St. Bloomington, IL 61702-2400. The envelope must be received no later than 2:15 p.m. Monday, November 27, 2000, the date & time of the bid opening.

Bids will be opened in Room 703 of the Law & Justice Center.

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, 2001 to January 31, 2002 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. To qualify for a substituted item the vendor may do so if the vendor provides samples of these substitute items for inspection by Lt. Mike Emery of the Sheriff's Department for approval as comparable substitutes that meet our approval. These samples must be received by Lt. Emery at least 10 days prior to the bid opening for inspection. After the bid opening the samples may be picked up by the vendor from the Sheriff's Department.

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 or email him at mikee@mclean.gov 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.

Police & Correctional Officer's Uniform Category

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. Mike Emery 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.

- \$225.50 Deputy Blauer Jacket #GTX-9010-Z
- NO BID Deputy Horace Small Convertible Jacket #2307
- 29.90 Command White S.S. Shirt Flying Cross #95R6600
- 31.80 Command White L.S. Shirt Flying Cross #45W6600
- 44.00 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design
- 3.75 Sam Broom Necktie in pink tan or corrections gray
- 6.90 Ballcap in deputy brown or corrections blue w/mesh
- 37.30 Midway 5-Star hat (with all accessories including cover matching pant material)
- 3.70 Replacement Midway hat accessories, silver, or gold
- 18.90 Midway hat cover in white leather material
- 14.00 Langenburg winter hat #4396 fur trooper type
- 54.25 Bates Lightweight men's shoes in clarino Model #942
- 53.25 Bates Lightweight women's shoes in clarino Model #742
- 113.00 Rocky Boots Model #8032
- 17.50 Rainfair yellow raincoat #2100-8000
- 57.00 Fechheimer brown or blue windbreaker #43159
- 51.45 Woolly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab **DRY CLEAN ONLY**
- 79.50 U.S. 101 Coveralls - brown or black
- 141.00 Corrections Blauer #6025 Convertible Jacket
- 31.25 Corrections Flying Cross S.S. Shirt #97R6686
- 33.25 Corrections Flying Cross L.S. Shirt #47W6686
- 42.50 Fechheimer Corrections pants #32230
- 33.00 Deputy Flying Cross Long Sleeve Shirt #45R6694
- 31.50 Deputy Flying Cross Short Sleeve Shirt #95R6694
- 51.80 Bates Enforcer 4" quarter boot
- 77.95 Bates Chukka Leather Shoe Model 78
- 34-44 254.00 Illinois State Police Style Leather Jacket Model 4415 46-54 \$268.00 56-58 288.00
- 58.00 RW1684L Yellow Raincoat 50" w/hood
- 132.50 Blauer Defender 734BR raincoat
- 28.50 Sentry Plus Men's LS Shirt Z919AP
- 27.05 Sentry Plus Men's SS Shirt Z959AP
- 25.45 Sentry Plus Women's LS Shirt Z905AP
- 27.05 Sentry Plus Women's LS Shirt Z975AP
- 50.10 BLAUER 70/30 WOOLLY PULLY SWEATER #210 (WASHABLE)W/BADGE TAB

TOTAL FOR UNIFORM CATEGORY \$ 1886.60
OVERSIZE CHARGES APPLY

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.

- \$ 39.95 Outer duty belt #120-FV w/buckle SAFARILAND 94
- 28.00 Inner velcro garrison belt #125-FV SAFARILAND 99
- 28.00 Cuff Case - velcro C303V
- 5.50 Keepers that are the wide "snap" type 654-9
- 6.50 Nightstick 1.5" ring S-505 67S
- 33.00 Magazine Pouch #D407-V-CL
- 27.00 Speedloader Pouch #D418 SAFARILAND 340
- 99.00 Safariland SS-III Safety Holster 070
- 25.88 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) ^{UM} 8880-1.
- 25.88 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) UNCLE MIKE'S 8880-1 THRU 3
- 10.50 Latex Glove Pouches (to carry protective gloves) SAFARILAND 33
- 46.98 Safariland 87V Duty Belt in Clarino w/buckle
- 25.98 Safariland #99 Inner velcro belt in Clarino
- 18.00 Bianchi Model 73075 pepper holder in Clarino SAFARILAND 7307S

TOTAL FOR THE POLICE LEATHER CATEGORY S 420.17

BADGE CATEGORY

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

- \$ 38.00 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 47.00 Same as above but in HiGlow finish
- 44.00 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 55.00 Same as above but in HiGlow finish
- 52.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
- 65.00 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 12.00 Tie Tack #A3271 in either gold or silver color finish
- 10.70 Namebar #A2388 in Rhodium finish
- 14.90 Same as above but in HiGlow finish
- 12.00 "Serving Since" bar in gold or silver finish
- 16.00 Badge Cases for B1004
- 16.00 Badge Cases for B736
- 16.00 Badge Cases for B1275

TOTAL FOR THE BADGE CATEGORY: \$ 398.60

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

\$388.00 2nd Chance Body Armor
Superfeatherlight
with SPA & K30 insert
Threat level-II
"MAXIMUM Model 22 x 22 "

\$ 59.00 Replacement 2nd Chance SPA for the above listed vest

SUB TOTAL FOR POLICE BODY ARMOR \$ 447.00

*Optional Bid. We are interested in an optional vest that is at the threat level II in performance but at a lighter weight: \$ 458.00

SECOND CHANCE AZG II/SPA/5X8 K-30 PLATE

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. Mike Emery 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.

- \$ 11.00 Safariland Speedloaders Comp I II III
- 325.00 CMI Model S-02 PBT unit SD-2 Contract 7-31-01
- 20.50 Peerless PSN handcuffs
- 7.50 H.K.S. Speedloaders
- 159.00 Premier Crown Riot Helmet Model 700 with full riot package
(RCK 700 conversion kit) 700/RCK700
- 49.00 Replacement RCK 700 Conversion Package
- 9.50 Replacement visor w/rank band for Premier 700 VI
- 19.90 Replacement interior liner & sizing kit for Premier 700 ILK1
- 17.50 Saunders Aluminum Report Writing Board #AH8512 10017
- 13.50 Saunders Aluminum Ticket Writing Board #A48102 10006
- 210.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.25 3 volt Lithium Batteries #DL123A
- 260.00 Red Flares w/spikes #2730-30 minute (per gross)
- 249.00 Red Flares w/spikes #2720-20 minute (per gross)
- 20.95 Hickory 36" riot baton w/rawhide thong
- 49.00 ASP Expandable Baton Model #616-B 02211
- 46.95 ASP Expandable Baton Model #F-21-B 02411
- 54.50 ASP Expandable Baton Model #926-B 02611
- 20.75 NIK Narcotics Test Kit "G" #6077 ODV 904B - 16.95
- 22.75 NIK Narcotics Test Kit "E" #6075 ODV 908 - 17.95
- 95.00 Streamlight SL-20x with DC & AC charger 26010
- 26.50 Streamlight Ni-Cad Battery stick for SL-20x 25170
- 11.00 Streamlight replacement bulb/lamp module for SL-20x 20110
- 9.25 Streamlight Charger Sleeve 22052
- 345.00 Alco-Check 3000 breath test device w/AC & DC Charger
Batteries & 200 mouthpieces included ACIACDFP/ACIMMT
- 52.95 Michaels of Oregon Holster #9925
- 23.95 Michaels of Oregon Holster #8820
- 23.95 Michaels of Oregon Holster #8821
- 19.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit 2230-S/5000RON
- 5.75 Disposable Emergency Blanket U.S. Laminating Brand 35700
- 7.50 Rondex CPR Kit #2230-2

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- DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)
per case of 10 (60" x 90")
- 11.50 Def-Tec 1st Defens Pepper Mace MK III 5039
- 13.50 Def-Tec 1st Defense Pepper Mace MK IV 5049
- 7.50 Def-Tec 1st Defense Pepper Mace MK V 5059
- 10.50 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 39.95 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 30.50 MSI - FEDERAL LABS 4040 PEPPER FOAM
- 38.50 MSI - FEDERAL LABS 4030 PEPPER FOAM
- 25.00 Outer's firearms target pasters (20 roll carton)
- 92.00 Flex-Cufs per order of 100 (#5010)
- 245.00 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497-99C/1511
- 422.00 Glock Model 21 pistol PI-21002
- 426.23 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot
magazine capacity 4888
- 75.95 Streamlight Stinger flashlight AC75001
- 14.50 Closed Top Carrier for the above listed STN-3 Clarino 76090

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 1451.63

ALL DEF TEC ITEMS SUBJECT TO FREIGHT CHARGES IF DEF TEC ITEMS ORDER LESS THAN \$1650.00.

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CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

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

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

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

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

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

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

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

In addition, HOSPITAL agrees to:

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

THE BOARD AGREES TO:

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

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

IT IS FURTHER AGREED THAT:

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

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

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

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

14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 16th day of January, 2001.

HOSPITAL

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

By: _____

ATTEST:

By: _____
Secretary

COUNTY:

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

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

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McLean County

COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

Date: 12/22/00

Re: Contract for Physician

I have attached for your review a proposed 2001 physician contract between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is identical to the last contract, with the exception of a 4% increase. This increase is consistent with the contract approved by the Justice Committee last month for similar services provided at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2001.

I will be present at the Justice Committee meeting to answer any questions you may have.

RKC:mp

Attachment

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 16th day of January 2001, by and between the MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

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

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

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2001, through December 31, 2001, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:

I. In-House services

1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
2. Assess and evaluate these youth as needed and requested.
3. Provide crisis intervention and/or brief therapy as needed.
4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
5. Evaluate the need for psychotropic medication.
6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

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

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

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

III. Groups

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

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$22,588 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$71.62 hr.
 - b. Scheduled In-house individual counseling \$39.79 hr.
 - c. Scheduled group counseling \$61.00 per session
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; and,
 - b. At the request of the BOARD upon thirty days written notice; and,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race,

religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.

11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

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

ROXANNE CASTLEMAN

MCLEAN COUNTY JUVENILE DETENTION CENTER

Cathy Vogel

MCLEAN COUNTY BOARD

By _____
Michael F. Sweeney, Chairman

ATTEST:

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

E:\Ann\Cont\Jdc_mhs.01



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Justice Committee
From: Roxanne K. Castleman *RKC*
Date: 12/22/00
Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2001 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2001, and an increase in hours provided. The total services provided will not exceed \$22,588.

The increase in in-house individual counseling hours was predicated upon the effects of the new Juvenile Court Act of 1999. This act extends, more than doubles, the amount of time a juvenile may be detained in detention facilities. The current amount of therapist hours was adequate to deal with short-term residents with crisis problems; however, it is not adequate for longer-term juveniles that present mental health problems.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2001.

I will be present at the Justice Committee meeting to answer any questions you may have.

RKC:mp

Attachment

Proposal No. 375 - H - 0217
Date December 11, 2000
Customer No. 00766389



By and Between Simplex Time Recorder and Comlara Park / McLean County
1090 North Main St. RR 1, Box 73
East Peoria, IL 61611 Hudson, IL 61748
Simplex Attn: FACILITIES DIRECTOR
(309) 694-8000 Phone:

Services will be provided at the following location(s):
SAME AS ABOVE

Simplex shall perform according to the terms and conditions on the pages that are attached and listed below:

Type of Service:
Life Safety Service Agreement - 1-100% Annual System Test and Inspections
Testing & Maintenance: - Standard Emergency Service/ Panel Parts Coverage
- Complete Documentation and Recommendations

Price:
Annual Service Contract: \$700.00 1 year 2 years 3 years *wpw*

The Customer agrees to purchase, and Simplex agrees to provide the services identified in this Agreement subject to management approval and continuance of credit approval by Simplex. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer or authorized manager of Simplex. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Simplex Time Recorder Co.
Brad Van Beuning
By _____
Service Sales Representative
Title _____
Approved For Simplex
Tim Roth
By _____
Branch Service Manager
Title _____

Customer

By _____
Title County Board Chairman
Date January 16, 2001
P.O. Number _____

Service
That's
Always
A Step
Ahead. *38*

General Simplex Service Agreement

Terms and Conditions

GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, Simplex, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. This writing is intended by Simplex and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between Simplex and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer of Simplex.

All work to be performed by Simplex will be performed during normal working hours (8:00 a.m. to 5:00 p.m. local time) of normal working days (Monday through Friday, excluding Simplex holidays), as defined by Simplex, unless additional times are specifically described in a special provision to this Agreement.

Simplex will service one or more system(s) components including hardware and/or software as described in the listed attachments ("Covered System(s)").

The CUSTOMER shall promptly notify Simplex of any malfunction in the Covered System(s) which come to the CUSTOMER's attention.

This Agreement assumes the Covered System(s) covered are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Simplex determines that repairs are necessary; repair charges will be submitted for approval prior to any work. Should these charges be declined, all items which are not repaired will be eliminated from the Services and the Agreement price adjusted accordingly.

Repair, replacement, and emergency response obligations, if any, apply only to the Covered system(s) components. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

Reloading computer software, making repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any other cause beyond Simplex's control, except ordinary wear and tear, is expressly excluded from this Agreement unless added by an express scope of work.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-Simplex installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

PERIPHERAL DEVICES

The purchase of peripheral devices, (e.g. smoke detectors, passive infrared detectors, card readers, etc.) from Simplex shall be subject to the terms and conditions of this Agreement, notwithstanding any different terms and conditions in the CUSTOMER's purchase order. If, in Simplex's sole judgment, any peripheral device which is attached to the Covered System(s), whether manufactured by Simplex or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device upon notice from Simplex. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), Simplex shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

CUSTOMER RESPONSIBILITIES

CUSTOMER further agrees to:

- Provide Simplex access to the Covered System(s) to be serviced.
- Provide ladders, lifts, and any other equipment necessary for Simplex to access the Covered System(s) to be serviced.
- Supply suitable electrical service.
- Provide a safe work environment.
- In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify Simplex as soon as practical under the circumstances.
- To make payments as provided in this Agreement.

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that Simplex has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA.
- risk of infectious diseases.
- need for air monitoring, respiratory protection, or other medical risk.
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

Simplex shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Simplex during the course of Simplex's work, the discovery of such materials shall constitute an event beyond Simplex's control and Simplex shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER, and payment of disruption expenses as determined by Simplex.

The CUSTOMER shall indemnify and hold Simplex harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies Simplex of the existence of said hazardous conditions.

This Agreement does not provide for the cost of disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and or during performance of the Services, which shall at all times remain the property of the CUSTOMER. Simplex shall not be responsible for removal and disposal of such hazardous materials.

SIMPLEX RESPONSIBILITIES

Simplex shall perform Service(s) in accordance with the level of service selected by the CUSTOMER. This includes, where applicable, the repair, adjustment, or replacement, at Simplex's sole option, of the Covered System(s).

PAYMENTS

Payment is due upon receipt of invoice. All payments for Service(s) shall be made in advance of the period during which Services are to be performed unless specifically described in a special provision to this Agreement.

CUSTOMER agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

Charges for work outside the scope of this Agreement shall be billed at the applicable Simplex rates for labor, materials and travel. CUSTOMER shall make payment within 15 days of receipt of an invoice for such work.

If CUSTOMER fails to make any payment due, Simplex shall have the right, at Simplex's sole discretion, to stop performing any Services until the account is current. CUSTOMER's failure to make payment when due is a material breach of this Agreement.

GENERAL ARBITRATION CLAUSE

Simplex and CUSTOMER agree to submit any and all claims that do not exceed \$150,000, arising from or relating to the performance of this Agreement to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest servicing Simplex branch office, in accordance with the Rules of the American Arbitration Association. Any arbitration award shall be final and binding and judgment upon the arbitration award may be had in any court having jurisdiction.

The Arbitrator shall not have the authority to issue any award exceeding \$150,000 to either party. Moreover, the Arbitrator shall limit the arbitration duration to no more than two (2) days of hearings. The hearing may only continue a third day upon a written determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to hold hearings that in total exceed three (3) days. The arbitrator shall limit each party to one (1) full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence. The Arbitrator will award to the prevailing party or Simplex and CUSTOMER such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

TERM OF AGREEMENT

This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term of one (1) year, and continue thereafter from year to year unless terminated. The CUSTOMER may terminate this Agreement at the end of any service year by giving

written notice thirty (30) days prior to the anniversary date. Simplex may terminate this agreement at any time upon thirty (30) days written notice to the CUSTOMER. Upon termination by Simplex, Simplex shall return any prepaid but unearned payments.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT SUPPORTED HEREUNDER. SIMPLEX MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEX' PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that Simplex is not an insurer and that insurance, if any, covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that Simplex is being paid for the Services and/or maintenance of the Covered System(s) designed to reduce certain risks of loss. Simplex is not guaranteeing that no loss will occur, and CUSTOMER agrees that Simplex is not responsible for any losses which may occur, even if such loss is due to Simplex's negligent performance or failure to perform any obligation under this Agreement, or the performance or failure of any Simplex device or Covered System(s).

LIQUIDATED DAMAGES LIMITATIONS OF REMEDY

Simplex and CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, there should arise any liability on the part of Simplex, such liability shall be limited to an amount equal to two thousand five hundred dollars (\$2,500) or one half the Agreement price, whichever is less. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. IN NO EVENT SHALL SIMPLEX BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEX SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

INSURANCE

CUSTOMER shall list Simplex, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds on all its insurance policies in effect on the premises.

INDEMNITY

CUSTOMER agrees to indemnify, hold harmless and defend Simplex against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any claim that any acts or omissions of CUSTOMER caused personal injury, property damage or economic loss. Simplex reserves the right to be represented in any such action by its own counsel at its own expense.

FORCE MAJEURE

Simplex shall not be responsible for failure to render Services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Simplex.

WAIVER OF SUBROGATION

CUSTOMER does hereby for itself and all others claiming for it under this Agreement, release and discharge Simplex from and against all hazards covered by CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Simplex.

ONE YEAR LIMITATION ON ACTIONS;

CHOICE OF LAW

It is agreed that no suit, cause of action or arbitration shall be brought against either party more than one (1) year after the accrual of the cause of action and or claim arises, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. For purposes of this section, an arbitration has not been brought until the demanding party has complied with the applicable demand and filing requirements of the American Arbitration Association. The laws of Massachusetts shall govern the validity, enforceability and interpretation of this Agreement, including in any arbitration brought hereunder.



Gardner, Massachusetts 01441-0001 U.S.A.
(978) 632-2500
<http://www.simplexnet.com>



Fire Alarm and Security Systems Testing and Inspection

Simplex will test and inspect the Fire Alarm and/or Security System described in the attached list of equipment and/or on the following system drawings: (See list of equipment)

Testing and Inspection

1-100% Annual

Testing Intervals:

Each inspection call will be scheduled by Simplex so that all tasks are performed using properly trained technicians and the special tools and instrumentation required to analyze the system to maintain its proper performance.

Tasks include: System performance evaluation, adjustment, and calibration of control equipment components.

Simplex will perform Pre-scheduled test(s) per year on equipment listed.

Simplex will provide the Customer with a report that such tests have been completed.

Predictive Maintenance

Simplex will analyze equipment covered under this Agreement to detect potential failures. If corrective actions are found necessary, repair charges will be submitted for Customer's approval.

Terms And Conditions

General Provisions

This Agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from the program and the Agreement price adjusted accordingly.

It is understood that repair, replacement, and emergency service are not covered by this Agreement.

This Agreement includes and incorporates all of the terms and conditions found on the reverse of the coversheet to which this rider is attached.

Customer-Assisted Tests and Inspections

The Customer will assist the Simplex representative in performing the required tests and inspections. The Customer will be required to oversee the control panel or main frame and inform the Simplex representative of alarm conditions, as well as reset the panel and monitor the remaining tests.

If a Customer selects this option and either fails to supply the required assistance or is not qualified to do so, the scheduled testing and inspection may be canceled, or at Simplex's option, the Customer will be billed for the additional time and materials expended.

**PROTECTING PEOPLE, PROPERTY,
AND PEACE OF MIND**

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Printed in USA. Since Simplex is continually improving its products, specifications are subject to change without notice. Simplex and the Simplex logo are either trademarks or registered trademarks of Simplex Time Recorder Co. All other product references herein are either trademarks or registered trademarks of their respective owners.



Special Provisions

1. TEST AND INSPECTION SERVICES: Under this agreement, Simplex factory trained technicians will perform 1-100% Annual inspections and functional/ diagnostic tests of panel functions, auxiliary/ monitoring functions, and all accessible peripheral devices listed and currently on-line with the facility Life Safety system. Tests will be scheduled in advance, and at the convenience of customer's staff. Simplex technicians will need the assistance from customer's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. (See "List of Equipment" page for equipment to be tested)

Note: If equipment or devices are out of reasonable reach, customer will need to provide safe access (i.e. Scaffolding, mechanical lift, ladders, etc.). If requested in advance, Simplex can provide this equipment for an additional cost.

FUNCTIONAL TESTING: In accordance with NFPA 72, all accessible peripheral devices will be functionally tested. Smoke detectors will be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. "Canned Smoke" will not be used for this task, per manufacturer's recommendations.

2. DOCUMENTATION: All accessible components and devices will be logged for:

- Exact location
- Test results/applicable voltage readings
- Any discrepancies noted, recommendations for correction, and any corrections made on site

Documentation will be provided to the customer. Copies will be kept on file by the Simplex branch office for five years.

3. EMERGENCY SERVICE: This agreement provides for emergency service calls at no additional cost.

Standard Service- Provided during normal working hours (Mon - Fri, 8am - 5pm, excluding holidays)

24 hr/ 7 day Service- Provided 24hrs/ day, 7 days/ week, including holidays. These provisions includes Labor, travel, and mileage charges for repairs associated with normal equipment failures. (see Emergency Service Exclusions).

This provision covers labor to troubleshoot and diagnose system problems, and to replace panel components and failed peripheral devices (i.e. smoke detectors, pull stations, horns, strobes, etc.). **Note: With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.**

4. PANEL COMPONENT REPLACEMENT: Additionally, this agreement covers maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. **Provision covers only equipment listed. Replacement of faulty wiring is not covered.**

BATTERY REPLACEMENT INCLUDED N/A

5. SERVICES NOT INCLUDED:

PERIPHERAL DEVICE REPLACEMENT: This agreement does not include replacement of failed peripheral devices. (Peripheral devices include smoke/heat detectors, pull stations, horns, strobes, door contacts, speakers, batteries, phones, etc.) Replacement of these devices will be provided at customer's request at additional cost.

Customer: _____

Simplex: _____

Date: _____

Service
That's
Always
A Step
Ahead.

Comlara Park/McLean County
 RR 1, Box 73
 Hudson, IL 61748



*Service
 That's
 Always
 A Step
 Ahead.*

List of Equipment

QTY.	EQUIPMENT	SERIAL NO.	MANUFACTURER	DESCRIPTION/LOCATION	COVERAGE CODE
1	4004-9101	189553WI	SIMPLEX	CONTROL PANEL	H
8	2081-9027		SIMPLEX	CONTROL COMPONENTS	H
2	2081-9272		SIMPLEX	BATTERY CHARGERS	H
6	2099-9754		SIMPLEX	PULL STATIONS	H
3	2098-9209		SIMPLEX	SMOKE DETECTORS	H
7	4098-9402		SIMPLEX	HEAT DETECTORS	H
3	4098-9403		SIMPLEX	HEAT DETECTORS	H
4	4905-9923		SIMPLEX	AUDIO/VISUAL SIGNALS	H
4	4903-9236		SIMPLEX	AUDIO/VISUAL SIGNALS	H
2	4904-9137		SIMPLEX	VISUAL SIGNALS	H
<p>T-COVERAGE OPTION: \$500.00. This plan includes only the mandatory, annual testing of the entire system. Unlike the H-coverage option (\$700.00), the T-coverage plan would not include service call or control panel parts replacement coverage.</p>					
<p>TO HELP WITH YOUR ANALYSIS: The hourly rate for service and/or repairs IF TESTING ONLY COVERAGE IS OPTED for will be \$96/hr plus travel time charges. ADDITIONALLY, it is not uncommon for invoices resulting from service and replacement parts associated with the repair of a 4004 series control panel, to exceed \$2,000.00</p>					

11

MC13-12-012

USA: (978) 632-2500
Latin America: 1-954-385-2030
Europe: +44 1925-23 49 59
Canada: 1-800-565-5400
Australia: +61 (2) 9466 2333
Asia: +852 2796-6133

1-800-SIMPLEX





1090 North Main Street
East Peoria, IL 61611
(309) 694-8000
Fax (309) 694-8007

December 11, 2000

McLean County Facilities Management
Attn: Mr. Tom Hawk
104 W. Front, PO Box 2400
Bloomington, IL 61702-2400

Re: Comlara Park

Dear Tom:

I am writing to notify you that the warranty covering your new Simplex Fire Alarm System at Comlara Park will expire in **JANUARY, 2001**. This warranty provided repair/replacement of system components that may have failed (due to manufacturer's defects) during the first year of operation. The warranty did not provide for any testing, inspection or scheduled maintenance.

As you well know, every fire alarm system must be inspected and tested annually to assure its functionality. The National Fire Protection Agency (NFPA), state and local fire codes require it, as well as many insurance companies.

Enclosed is a proposal which will provide you the services you need to meet the *Life Safety Code* requirements in your community. To implement this program and eliminate the assumption that your system is in proper working order, simply sign and return the original copy of this agreement to me in the enclosed, postage-paid envelope.

Once received, we will contact you regarding a convenient time to schedule the services. If you have any questions or if I can assist in any way, please call me at (800) 747-8787. Thank you for choosing Simplex!

Sincerely,

Brad Van Beuning
Service Sales Representative



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

TO: Honorable Chairman and Members, Property Committee
FROM: Bill Wasson, Director of Parks and Recreation *WRW*
DATE: 12/20/00
RE: Simplex Fire Alarm Annual Service Contract

Please find attached, an annual service contract for alarm systems installed at the COMLARA County Park Visitor Center and maintenance facilities. Mr. Jack Moody, County Facilities Management Director has reviewed this contract and finds that it is consistent with current contracts that the County maintains with Simplex for other County locations. The contract covers annual testing and inspection of all systems, standard emergency service, and complete documentation.

I respectfully recommend approval of the maintenance contract with Simplex Time Recorder in the amount of \$700.00 at the January 16th, 2001 McLean County Board Meeting.

RESOLUTION of the McLEAN COUNTY BOARD
IN RECOGNITION OF
ROBERT BUHRKE

WHEREAS, the McLean County Zoning Board of Appeals and County Board wish to recognize, honor and thank Robert Buhrke for over 14 years of service to the citizens of McLean County; and,

WHEREAS, Robert Buhrke was appointed to the McLean County Zoning Board of Appeals on September 24, 1986; and,

WHEREAS, Robert Buhrke attended several hundred Zoning Board of Appeals meetings in which he participated in the development of over 950 recommendations to the County Board on Land Use matters in McLean County; and,

WHEREAS, Robert Buhrke devoted the time to become familiar with the land, resources and people of McLean County by visiting the subject parcels involved in these land use decisions in all areas of McLean County on Sunday afternoon drives with his wife; and,

WHEREAS, Robert Buhrke attended the County Board's extensive and often lengthy Land Use and Development Committee meetings concerning the revision of the McLean County Zoning Ordinance; and,

WHEREAS, Robert Buhrke continued to faithfully attend and actively participate in the Zoning Board of Appeals' public hearings while undergoing surgery, and other sustained complex medical treatment for his serious illness; and,

WHEREAS, Robert Buhrke has exemplified the personal courage and strength of character to make difficult decisions affecting the citizens of McLean County in a fair and equitable manner; and,

WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, contributions and dedicated service of Robert Buhrke to the citizens of McLean County; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session on this 16th day of January, 2001, as follows:

- (1) The McLean County Board hereby expresses its heartfelt appreciation for the dedicated service of Robert Buhrke to the citizens of McLean County.

- (2) The McLean County Board hereby expresses its heartfelt appreciation for the leadership and dedicated service of Robert Buhrke as a member of the McLean County Zoning Board of Appeals.
- (3) The McLean County Board hereby directs the County Administrator to inscribe this Resolution on parchment for presentation to Robert Buhrke.
- (4) The McLean County Board hereby directs the County Clerk to prepare a certified copy of this Resolution.

ADOPTED by the McLean County Board this 16th day of January, 2001.

ATTEST:

APPROVED:



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



Michael Sweeney, Chairman
McLean County Board

Members Segobiano/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 Salch presented the following:

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into this 16th day of January, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", and Anderson Legislative Consulting, hereinafter known as "the Consultant".

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

WHEREAS, the McLean County Board has recognized the necessity to provide professional contract services for legislative activities related to the State of Illinois' General Assembly; and

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

NOW, THEREFORE:

1. Anderson Legislative Consulting is hereby retained as a consultant for the McLean County Board, in accordance with the provisions of this Contract.
2. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, the work and services described in Attachment "A", Part I, which is attached hereto and made a part hereof.
3. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the County shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The County may require the Consultant to meet with designated officials of the County from time to time to review the work. Reasonable prior notice of such review meetings shall be given the Consultant.
4. The County may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this contract.
5. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2000 and terminate on December 31, 2001.
6. The services of the Consultant are to commence no later than

five days after the execution of this contract by both parties.

7. The Consultant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Consultant's activities pursuant to this contract.
8. The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
9. Nothing in this agreement shall prevent the Consultant from engaging in any other consulting activities or businesses apart from the services provided for by this contract.
10. Recognizing the potential for a conflict of interest in the activities of the Consultant on behalf of other clients, compared to the interests of the County, the Consultant shall:
 - a) within five business days of the signing of this Contract, provide to the County a complete written listing of all current clients of the Consultant.
 - b) during the term of this Contract, report in writing to the County, no less than ten days after any such agreement, all new clients who are represented by the Consultant.
 - c) report immediately to the County any specific legislation on which the Consultant's obligations, on behalf of the County and any other client, differ. Consultant shall explain which client, the County or the other client, he intends to represent and why. Upon the request of the County, Consultant shall provide this information in written form.
11. Nothing in this agreement shall prevent the consultant from utilizing the services of others in the performance of this Contract. The Consultant and County agree that the County has no obligation to pay such others, as they remain the obligation of the Consultant. If such others represent any client, then the provisions of #1 directly above shall apply to them in the same manner as they apply to the Consultant.
12. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and

such other fees as required by law.

13. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
14. 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 or incorporated herein by reference.
15. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
16. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
17. This contract may not be assigned by either party without the prior written consent of the other party.
18. This contract may be terminated during its term at the request of either party upon one party providing the other with thirty (30) days' written notice prior to the effective date of such termination.

In the case of termination of this Contract prior to the scheduled termination date, the compensation obligation of the County shall be determined by prorating the total amount on the basis of the number of months actually served under the Contract. Any overpayment by the County shall immediately be refunded by the Consultant. Any underpayment by the County shall immediately be paid to the Consultant.

19. This contract is severable and the invalidity or unenforceability of any provisions of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
20. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
21. Should either party desire to renew this contract beyond the termination date, forty (40) days' written notice prior to the termination date shall be given by the party wishing to do so.
22. All written notices shall be mailed by certified copy to the following address:

For the Consultant:

Mr. William J. Anderson
Anderson Legislative Consulting
2912 Newport Drive
Springfield, IL 62702

For the McLean County Board:

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

- 23. The parties agree that the foregoing and the attached document "A" constitute all of the agreement between the parties.
- 24. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "A", Part II.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on the 19th day of December, 2000.

CONSULTANT:

By: William J. Anderson
- William J. Anderson
Anderson Legislative Consulting

COUNTY:

By: [Signature]
, Chairman
McLean County Board

ATTEST

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

ATTACHMENT A

PART I. SCOPE OF WORK

In order to assist McLean County in performing its legislative program, including providing representation on issues of interest to County Government which arise during a legislative session, the Consultant will perform the following duties for the regular and veto sessions of the Illinois General Assembly:

1. Weekly teleconferences with a designated point person, that person being either the County Administrator or the Assistant County Administrator;
2. Monthly legislative reports, available no later than the 25th day of the preceeding month;
3. Legislative Alerts on targeted legislation;
4. Weekly legislative updates;
5. Coordinate meetings with legislators, Governor's office and committee staff as necessary;
6. Represent the County's position on legislation affecting County Government to legislators elected from the County as well as other appropriate legislators.
7. Develop legislative user files on behalf of the County on a legislative computer service, and provide same to the County;
8. Draft legislation and amendments on behalf of the County;
9. Organize and oversee a legislative day in Springfield for the County, if the County so desires.

PART II. COMPENSATION

McLean County agrees to compensate Anderson Legislative Consulting the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year to perform the services outlined in this Attachment from the execution of this contract through December 31, 2001, such compensation to be paid not less once per year upon receipt of an invoice for services.

Members Salch/Hoselton moved the County Board approve a Contract for Professional Services, Anderson Legislative Consulting - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the Other Items for Information are listed on pages 57-64.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, presented the following:

**A JOINT AGREEMENT BETWEEN THE STATE OF ILLINOIS
AND MCLEAN COUNTY, ILLINOIS**

Regarding: Illinois Route 9 (FAP 693) at County Highway 21 (FAS 489)
State Section 221
McLean County
(Illinois Route 9 & Lexington – LeRoy Road Intersection)

This agreement, entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the **STATE**, and McLean County, Illinois, hereinafter called the **COUNTY**.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the motoring public, the **STATE** and **COUNTY** are desirous of improving the intersection of Illinois Route 9 (FAP 693) and County Highway 21 (FAS 489/2600 East Road), also commonly referred to as the Lexington-LeRoy Road. Identified under State Section 221 and County Section 99-00044-06-WR, the proposed project involves improving the alignment of the north and south legs of County Highway 21 intersecting at Illinois Route 9 and increasing turning radii. As part of the same contract, the County proposes to mill and resurface County Highway 21 (FAS 489/2600 East Road) from Illinois Route 9 and extending northerly four miles to Illinois Route 165 and replace Bridge #057-3510 serving County Highway 21 immediately north of Illinois Route 9 (see attached map).

WHEREAS, the planned improvement of the north and south legs of County Highway 21 requires the replacement of two state maintained box culverts that serve Illinois Route 9, of which the **STATE** is willing to assume 100 percent cost of having the said two culverts replaced, plus reimburse the **COUNTY** an additional 15 percent of awarded cost of the culvert replacement for preliminary and construction engineering.

WHEREAS, the **COUNTY** is desirous of the said improvement in that same will be of immediate benefit to **COUNTY** residents and permanent in nature; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The **COUNTY** agrees to make the surveys, prepare plans and specifications receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract.
2. The **COUNTY** agrees to pay all construction and engineering costs subject to reimbursement by the **STATE** as hereinafter stipulated.

	<u>TOTAL</u>	<u>COUNTY</u>	<u>STATE</u>
Bridge Replacement, Realignment Of North-South Legs Of Route 9 Intersection, Milling & Resurfacing of County Highway 21	\$1,100,000	\$1,100,000 (100%)	\$0 (0%)
Two Box Culvert Replacements at Route 9 Intersection	\$85,000	\$0 (0%)	\$85,000 (100%)
SUBTOTAL	\$1,185,000	\$1,100,000	*\$85,000
Engineering (15%)	\$177,750	\$165,000	\$12,750
TOTALS	\$1,362,750	\$1,265,000	\$97,750

* The **STATE**'s total share of construction costs shall not exceed a maximum of \$85,000, plus an additional 15 percent for engineering.

3. Upon award of the contract for the improvement, the **STATE** will pay the **COUNTY**, in a lump sum, 90 percent of its obligation incurred under this agreement and will pay the **COUNTY** the remainder of its obligation, in a lump sum, upon completion of the project; based on final bid unit prices and quantities of the awarded contract. The **COUNTY**'s billing to the **STATE** must contain sufficient cost information and include evidence of payment to the contractor by the **COUNTY**.
4. It is mutually agreed that the **STATE**'s share of payment for the two culvert replacements, not to exceed total maximum construction costs of \$85,000 plus an additional 15 percent for preliminary and construction engineering, represents the **STATE**'s total obligation to the project. The **STATE** will pay for costs only related to the two culverts at the Illinois Route 9 and County Highway 21 intersection specified in this agreement. These items are to be cited in the summary of quantities of the approved final plans. All other obligations relevant to the improvement, incurred or implied, will be that of the **COUNTY** or its contractor,
5. It is mutually agreed that the **STATE**'s actual monetary reimbursement obligations to the **COUNTY** will be based on final bid unit prices of the awarded contract.
6. The **COUNTY** agrees to provide the **STATE** the opportunity to examine all bids and concur in the low bidder, prior to award of the contract.
7. The **COUNTY** agrees to provide the **STATE** with a final set of plans and specifications for review and to obtain the **STATE**'s approval of final plans and specifications prior to advertising for bids. The **COUNTY** further agrees to provide its own written approval of the plans via a letter or resolution to the **STATE**.
8. It is mutually agreed that obligations of the parties cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this contract.
9. The **COUNTY** agrees to comply with the applicable executive orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation. The **COUNTY** further agrees to ensure that minority business enterprises, as defined in 49 CRF, part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard, the **COUNTY** shall take all necessary and reasonable steps, in accordance with 49 CRF, part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this agreement. The **COUNTY** shall include this special in every subagreement, including procurement of materials and leases of equipment.
10. Upon final field inspection of the highway improvement and as long as Illinois Route 9 is used as a state highway, the **STATE** agrees to maintain or cause to

maintain the highway's 12' wide through lanes, roadway shoulders and ditches within the STATE's right of way; and maintain the newly constructed culverts.

11. The COUNTY shall retain its jurisdiction of County Highway 21 (FAS 489/2600 Road), also known as the Lexington-LeRoy Road, at all times.
12. The COUNTY agrees to invite a STATE representative to accompany COUNTY personnel during the final field inspection of the completed construction of the culverts.
13. The COUNTY shall maintain, for a minimum of five years after the completion of the described improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and other state auditors and the COUNTY agrees to cooperate fully with any audit conducted by the Auditor General and other state auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents, required by this paragraph, shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
14. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by July 1, 2003.
15. This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Executed on Behalf of the STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION

Director of Highways

Date

Executed on Behalf of
McLean County, Illinois



Michael F. Sweeney
Chairman, McLean Co. Board

01-16-01

Date

ATTEST



Peggy Ann Milton
McLean County Board

(SEAL)

Members Bass/Hoselton moved the County Board approve a Joint Agreement Between the State of Illinois and McLean County, Illinois regarding Illinois Route 9 and Lexington-LeRoy Road Intersection. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the General Report is located on pages 70-78.

MCLEAN COUNTY REVISED CODE FIXED ASSETS RESOLUTION 11.41

CHAPTER 11 – FINANCE

**A RESOLUTION AUTHORIZING AND DIRECTING THE McLEAN COUNTY AUDITOR
TO ESTABLISH METHODS AND PROCEDURES FOR REPORTING AND ACCOUNTING
OF FIXED ASSETS, AS AMENDED**

WHEREAS, the formulation and implementation of a sound financial management reporting system for McLean County government can lead to improved credit ratings, more favorable interest rates, demonstrated accountability to taxpayers and the financial community, And improved information for management; and

WHEREAS, a fixed asset records system is an integral component of any financial management reporting system; and

WHEREAS, a fixed asset records system provides a basis for County financial reports to be in conformity with generally accepted accounting principles; and

WHEREAS, a fixed asset records system will allow the County Board and officials to determine replacement costs, excess assets, control and accountability, maintenance costs and total cost of services; and

WHEREAS, the County Auditor has recommended, and the Finance Committee concurs, that the County Board adopt a fixed assets reporting policy; now, therefore,

BE IT RESOLVED as follows:

11.41-1 FIXED ASSET RECORDS

- A) The County Auditor shall conduct an inventory to establish and maintain current fixed asset records. These records shall provide lists and summaries of all assets owned by the County of McLean, subject to the limitations set forth herein, accurate historical costs, current replacement costs and estimates where necessary, and each asset's location.

- B) The following fixed asset accounts shall be used in this records system:
 - 1) Land – a fixed asset account which reflects the cost of land owned by the County.

 - 2) Buildings – a fixed asset account reflecting the acquisition costs of permanent structures owned or held by the county and improvements thereon.

- 3) Improvements Other Than Buildings – a fixed asset account which reflects acquisition value of permanent improvements other than buildings, which add value to land, including but not limited to fences, retaining walls, sidewalks, pavements, gutters, tunnels, bridges and other such structures and improvements.
 - 4) Machinery and Equipment – a fixed asset account which reflects the acquisition cost of tangible property of a more or less permanent nature, other than land or buildings and improvements thereon, including but not limited to machinery, tools, trucks, cars, furniture, furnishings and other such machinery and equipment.
- C) The County Auditor shall record the stated value of each fixed asset which is \$750.00 or more per item. Items valued at less than \$750.00 shall not be recorded on the fixed asset inventory.
 - D) The County Auditor shall maintain a current fixed asset inventory by developing procedures and forms to process and report all acquisitions, adjustments, transfers, and retirements. Any changes shall be reported in the inventory in a timely manner. Procedures shall be established to take periodic physical inventories of fixed assets, especially machinery and equipment. A system shall be established for the inventorying of a portion of the fixed assets each year, which will result in the County Auditor having inventoried all fixed assets over a period of three years. Such yearly inventories shall be conducted so as to coincide with the anniversary dates of the County's applicable insurance policies.

11.41-2 ACTUAL CASH VALUE, SALVAGE VALUE, REPLACEMENT COST

- A) The County Auditor shall be authorized to determine the useful life of all fixed assets. Those assets purchased at a cost between \$750.00 and \$5,000.00 shall be depreciated 100% over their assigned period of useful life.
- B) Motor vehicles and heavy construction equipment shall be depreciated to a predetermined salvage value. The salvage value shall be set by the County Auditor with the assistance of the particular department head and any industry standards which may be available.
- C) Subject to evaluation of age and condition, fixed assets purchased at a cost of \$5,000.00 or more per item shall be valued at replacement cost. During the initial inventory, the County Auditor shall review all fixed assets valued at \$5,000.00 or more which are currently valued at replacement cost. The County Auditor shall determine which of these fixed assets should be continued at replacement cost. Subsequently, the County Auditor shall review annually, the inventory of fixed assets purchased at a cost of \$5,000.00 or more in order to identify those assets which should no longer be placed at full replacement costs.

11.41-3 MISCELLANEOUS PROVISIONS

- A) The receipt of any asset valued at \$750.00 or more which is given, donated, or otherwise received by any County department or office shall be immediately reported to the County Auditor for inclusion in the fixed assets inventory.
- B) No County office or department shall transfer, release, discard, or dispose of any asset recorded in the County's fixed assets inventory without obtaining the necessary authorization from the County Auditor. A completed "Capital Item Release Request" Form must be submitted to the County Auditor before approval may be given.
- C) Any County elected official or department head who wishes to discard or dispose of any obsolete, out-dated, or otherwise unusable fixed assets, shall so indicate that intention to the County Auditor through the use of the Capital Item Release Request Form. Upon approval of the County Auditor, assets marked for disposal shall come under the jurisdiction of the County Administrator. The Administrator shall compile and publish annually a list of these assets and shall circulate the list among the various County departments. Any department or office may request any or all of the listed assets for its own use. In the event of more than one request for any specific item, the County Administrator shall determine the recipient. Any assets remaining unclaimed by any office or department head shall remain under the jurisdiction of the County Administrator who shall be authorized to conduct an annual public auction, the proceeds of which shall be placed in such fund or funds as may be determined by the Executive Committee in each instance. Non-saleable items shall be sold to salvage dealers or otherwise disposed of at a sanitary land fill.
- D) The County Auditor shall make a general annual report to the Finance Committee of the County Board relating to fixed assets.

11.41-4 REPEAL

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

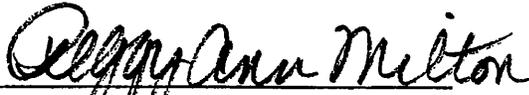
11.41-5 EFFECTIVE DATE

This Resolution shall become effective immediately on and after its adoption according to law.

Adopted by the County Board of McLean County, Illinois, this 16th day of January, 2001.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
of McLean County

Michael F. Sweeney, Chairman
McLean County Board

E:\Ann\Res\RevisedCode_FixAssets.01

Members Berglund/Kinzinger moved the County Board approve a Resolution Authorizing and Directing the McLean County Auditor to Establish Methods and Procedures for Reporting and Accounting of Fixed Assets, As Amended - County Auditor. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE METRO McLEAN CENTRALIZED COMMUNICATIONS CENTER TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2001 Adopted Budget for the Metro McLean County Centralized Communications Center (the "MetCom"), MetCom has been authorized to recruit and fill two (2) Supervisor positions at a Grade 9 on the General Salary Classification Schedule; and,

WHEREAS, the MetCom Director advised the Finance Committee that it would be preferable to promote from within to these two Supervisor positions; and,

WHEREAS, the MetCom Director requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy, in order to be able to promote from within MetCom to the two (2) Supervisor positions; and,

WHEREAS, the Finance Committee, at its regular meeting on January 2, 2001, approved the request of the MetCom Director to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,

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

- (1) That the Director of MetCom is hereby authorized to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy, in order to be able to promote from within MetCom to the two (2) Supervisor positions.
- (2) That the Director of MetCom is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of MetCom, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of January, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/Renner moved the County Board approve a Request for Approval to Offer Starting Salary Above the Midpoint of the Supervisor Salary Range - McLean County Centralized Communications Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

62

Member Berglund, Vice-Chairman, presented the following:

Employer Participation Agreement

Between
BroMenn Healthcare
and
McLean County

This Agreement is entered into by and between BroMenn Healthcare ("Hospital"), a not-for-profit corporation, and McLean County ("Employer"), a body corporate and politic.

RECITALS

- A. Hospital has credentialed physicians on its medical staff for the provision of occupational medical services and is licensed to provide hospital services. Hospital desires to make available these services to certain persons ("Beneficiaries" as defined in Attachment B).
- B. Hospital may enter into contractual relationships with other hospitals and physicians that agree to participate in the provision of services for various health benefit plans and occupational medicine.
- C. Employer is responsible, under the Illinois Worker's Compensation Act, to provide to the Beneficiaries, medical treatment for occupational injuries and diseases, and Employer desires to contract with Hospital in order to make available to these Beneficiaries cost-effective services of the Hospital through mutually agreed payment arrangements.
- D. Employer also wishes to use other occupational health services of the Hospital.

Section I

Now, therefore, Hospital agrees:

1. To provide medical treatment for occupational injuries and occupational diseases to Beneficiaries under the terms of this Agreement and to treat all Beneficiaries the same manner the Hospital treats all Hospital patients.
2. To credential Hospital's medical staff in accordance with Hospital's credentialing standards and assure that the medical staff will at all times comply with those standards.
3. To provide Employer with a Directory of current occupational medical professionals and notify Employer in a timely manner of any additions to or deletions from the Directory.
4. To provide Employer, or the Employer's designated third party claims administrators with the information needed to process benefits for the Beneficiaries, to submit bills for services within thirty (30) days after services are rendered to Beneficiaries in a form mutually agreed, and to accept as payment in full the reimbursements shown in Attachment A, or as modified and agreed to in writing by both parties. Notwithstanding this, Beneficiaries are primarily responsible and may be billed directly by Hospital for non-covered services.
5. To submit an interim bill in the event any Beneficiary hospital stay exceeds thirty (30) days.
6. To provide employer with quarterly reports as mutually deemed appropriate.

7. That Hospital hereunder shall, at its own expense maintain professional liability insurance adequate for the providers specialty or specialties, and shall, at a minimum, maintain levels of coverage as mandated by state law. If so requested, Hospital shall provide Employer with evidence of coverage as required herein
8. To indemnify and hold Employer harmless against all claims, demands, costs and attorney's fees arising out of Hospital's performance of its occupational medical services. This duty of indemnification shall survive termination of this Agreement.
9. To indemnify and hold Employer harmless against all liability, contractual or otherwise, against all claims, demands, costs, causes of action, loss, loss of use, attorney's fees or judgements arising out of or in any way connected with the provision of service under this contract. This duty of indemnification shall survive termination of this Agreement.
10. To notify Employer of a claim error or overpayment, of which Hospital is aware, that the Employer could reasonably recover. Hospital shall assist Employer in recovery of such overpayments.
11. To provide Employer with Hospital's master table of charges and to provide a certification that reduced charges as provided by this Agreement are not available to the public at large. If the Hospital maintains a different schedule of charges for any other purpose or plan, such different schedule of charges shall be provided to Employer.
12. The Hospital's annual rate adjustment, effective the first of July every year, will not exceed the Medical Care Cost Component of the Consumer Price Index for Urban Consumers (MCPIU). Fixed cost items such as blood supplies, contrast mediums, pharmaceutical items and medical supplies are not within the control of the Hospital, and therefore, not subject on an individual basis to the rate cap, however, the overall rate increase will not exceed the MCPIU. The Hospital will make every effort to remain within the price cap guidelines for these items.

Section II

And Employer agrees:

1. To encourage Beneficiaries to utilize Hospital and its medical staff.
2. To compensate Hospital in accordance with amounts designated in Attachment A, for services, incurred for compensable occupational injuries and diseases under the Illinois Worker's Compensation Act and to remit within thirty (30) working days, or as reasonably agreed by the parties such amount (less appropriate deductibles and co-payments) directly to Hospital or physicians. If payment is not received within sixty (60) days from the date of billing, the claim will not be eligible for any discount unless approved by the Hospital. If payment is not received within seventy-five (75) days of billing, Hospital reserves the right to bill the Beneficiary for services rendered. The provisions of this paragraph relate only to undisputed bills, when resolved, shall be entitled to a full discount if paid promptly.

3. Employer has sole authority for payment or denial of insurance claims in accordance with the terms of its policies.
4. All payment and program information provided by Hospital shall remain confidential to the extent permitted by State and Federal law
5. Subject to confidentiality requirements imposed by law, Employer agrees to provide Hospital with such claims data, employment information and reports necessary to carry out the terms of this Agreement and as agreed to by the parties. Such data shall be provided in a manner and within time parameters as reasonably requested by Hospital or as mutually agreed by the parties.
6. Medical treatment may also be obtained from Methodist Medical Center; Peoria, IL with coverage at the preferred provider Hospital benefit level, if these services are not available at the Hospital. Reimbursement arrangements are annexed as Attachment D.
7. To indemnify and hold Hospital harmless against all claims, demands, costs and attorney's fees arising out of performance of Employer, or Employer's designated third party claims administrator. This duty of indemnification shall survive termination of this Agreement.
8. If any other healthcare provider in the Hospital's service area, as defined in Attachment E, attempts to stop patient shift to BroMenn by directly discounting charges, including, but not limited to, deductibles, co-payments and direct beneficiary reimbursements, and if Employer is aware of any such discounts, Employer will penalize that provider by computing its payment after the discount has been applied. If payment has been made, Employer shall take such action as may be necessary to recover such excess payments either from that provider or the employee.
9. Employer, at its sole cost and expense, shall procure and maintain insurance coverage covering Employer and its employees and agents of the type and in the amounts set forth in Attachment C, Employer Insurance Schedule. Employer shall provide Hospital with not less than thirty (30) days' written notice prior to any modification, expiration or cancellation of such coverage.
10. Employer is a self-insured political subdivision of the State of Illinois and as such its financial status is available to the Hospital and the Public.

Section III

Representations and Warranties

1. Employer's Representations and Warranties
 - a. Employer is McLean County, Illinois, a body corporate and politic, and as such is empowered and duly authorized to enter into this Agreement under the laws of the State of Illinois.

- b. The execution and delivery of this agreement and compliance with the provisions hereof by Employer will not in any material respect conflict with or constitute a default on the part of the Employer (immediately, with due notice or the passage of time or otherwise) under its governing instruments, or any agreement or other instrument to which it is a party or is subject or, to best knowledge of Employer, under any applicable law, rule or regulation or court order or decree to which it is subject.

2. Hospital Representations and Warranties

- a. Hospital is a duly organized and licensed corporation in good standing, under the laws of the State of Illinois, has the power to own its properties and conduct its business as it is now being conducted and is empowered and duly authorized to enter into this Agreement.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof by Hospital will not in any material respect conflict with or constitute a default on the part of Hospital (immediately, with due notice or the passage of time or otherwise) under its Articles of Incorporation or Bylaws, or subject to the best knowledge of Hospital, under any applicable law, rule or regulation or court order or decree to which it is subject.

Section IV

Terminations

1. The term of this Agreement shall begin as of January 1, 2001 and end on Midnight of December 31, 2001, subject, however, to earlier termination by Employer or Hospital as hereafter provided. The term of this Agreement shall automatically renew for additional one (1) year terms, unless terminated as provided herein.
2. This Agreement may be terminated for cause at any time during the Agreement term upon thirty (30) days' prior written notice by either party, unless it is mutually agreed to by the parties that the grounds for termination with cause have been remedied during the notice period. At the conclusion of the term of this Agreement and any renewals, either party may terminate this Agreement with or without cause upon written notice to the other party at least sixty (60) days prior to the conclusion of such year.
3. The purpose and provisions of this contract are premised on the Employer's responsibility to provide occupational medical services to its employees under the Illinois Worker's Compensation Act. If Employer's responsibility to provide occupational medical services is changed by State law, Employer may terminate this Agreement with thirty (30) days' notice.

4. Upon the termination date of this Agreement, pursuant to section IV. 1, 2 or 3, Hospital shall continue to provide Covered Services to Beneficiaries then inpatients of the Hospital and entitled to services pursuant to the Plan until such Beneficiaries are discharged or transferred consistent with sound medical practice. Employer shall pay Hospital in accordance with Attachment A to this Agreement for services rendered by Hospital to such members. Further, Employer and Hospital shall continue to fulfill their obligations under this Agreement with respect to: (i) payments due Hospital, (ii) records maintenance requirements and (iii) insurance requirements. If Hospital is requested to, and provides Covered Services to members after the effective date of termination of this Agreement, Employer will pay Hospital according to Hospitals billed charges.

Section V

Other Agreements

1. In the performance of the work, duties and obligations of and devolving upon the parties pursuant to this Agreement, each of the parties shall at all times be acting and performing as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee or partner or joint venturer or principal and agent.
2. Neither party hereto shall assign, sell or otherwise transfer all, or any part of, its rights, obligations and interests under this Agreement without the prior written consent of the other party hereto.
3. This Agreement and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof shall constitute the entire agreement relating to the subject hereof between the parties hereto. Each party acknowledges that no representation, inducement, promise or agreement had been made, orally or otherwise, by the other party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.
4. It is understood that in return for the negotiated fee levels, the Hospital anticipates an increase in patient volume which will result in a lower average unit cost, Employer shall not enter into any similar PPO or direct provider agreements, offering like services in the Hospital's service area as defined in Attachment E. The provisions of this paragraph shall not take precedence over any existing contract to which the Employer is a party or to Section II, 8.
5. Amendments
 - a. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
 - b. Notwithstanding any other provision of this Section, Hospital or Employer may amend this Agreement in order to comply with Federal and/or State laws. Such amendments shall be effective thirty (30) days after mailing of such notice as provided herein, unless it provides the other party with written notification of any objection to any such amendment within such thirty (30) day period.

c. Written notice shall be mailed by certified copy to the following addresses:

For the Hospital:

Mr. Roger Rheeling, Executive Director
BroMenn Healthcare Organization
P.O. Box 2455
Bloomington, IL 61702-2455

For McLean County:

Jennifer Ho, Risk Manager
McLean County Risk Management Office
104 W. Front St., P.O. Box 2400
Bloomington, IL 61702-2400

6. The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois and if any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
7. The waiver by any party for any breach by the other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or of a different provision of the Agreement, unless so stated in writing.
8. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.
9. Any dispute arising out of or relating to this Agreement or any breach thereof, shall be submitted for mediation and resolution in accordance with the procedure and rules of the National Health Lawyers Mediation and Arbitration Service. In the event that mediation is unsuccessful, the issue shall be submitted for arbitration in accordance with the rules of that service.
10. Nothing in this Agreement shall be construed as granting Employer the right to engage in the practice of medicine and it is expressly understood that the Hospital and other service Providers are independent contractors.
11. If Employer identifies other employers who are bodies corporate and politic, and whose beneficiaries work within the Hospital's service area as defined in Attachment E, and who implement a preferred provider network with benefit differentials of thirty percent (30%) which steer beneficiaries to Hospital, these employers shall be offered participation in this or a separate employer participation agreement on the same terms and conditions.

McLean County
"Employer":

By:

Printed Name:

Title:

Date: _____

McLean County
104 W. Front St.
Bloomington, IL 61701
309/888-5110

Attest: _____
County Clerk

BroMenn Healthcare
"Hospital"

By:

Printed Name:

Title:

Date: _____

BroMenn Healthcare
P.O. Box 2850
Bloomington, IL 61702-2850
309/829-0700

Attachment A
BroMenn Healthcare
Worker's Compensation Schedule For McLean County
Effective January 1, 2001

- I. Subject to the terms of this agreement and the applicable Worker's Compensation policies, Hospital shall accept reimbursement for covered services rendered to McLean County employees ("Reimbursement Rate") in accordance with the following:
 - A. For inpatient, outpatient and emergency room services where Worker's Compensation is applicable, the Reimbursement Rate of 80% of published charges for such services.
 - B. Outpatient services for Worker's Compensation will be provided by BroMenn Healthcare Occupational Medicine, utilizing Occupational Medicine's standard compensation schedule.
 - C. For the outpatient services of the BroMenn Wellness programs, BroMenn Home Health Services, and BroMenn Medical Equipment & Supply Services, the reimbursement Rate shall be ninety percent (90%) of published charges for said services. The Hospital agrees to provide this discount for these services when they are not a covered benefit.

- II. Insurer's claim remittance shall be made within thirty (30) days from the date of billing or the claim will not be eligible for any discount, unless approved by the Hospital.

- III. The total reimbursement for services covered solely by Worker's Compensation payable by insurer to Hospital subject to the terms of this agreement and the applicable Plan, shall be equal to the Reimbursement Rate, as described in Section I above.

- IV. Employer shall not enter into any other worker's compensation agreements offering like services in the Hospital's service area as defined in Attachment E, other than with Methodist Medical Center, Peoria, Illinois.

Employer:
By: _____
Printed Name: _____
Title: _____
Date: _____
McLean County
104 W. Front St.
Bloomington, IL 61701
309/888-5110
Attest: _____
County Clerk

Hospital:
By: _____
Printed Name: _____
Title: _____
Date: _____
BroMenn Healthcare
P.O. Box 2850
Bloomington, IL 61702-2850
309/829-0700

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Attachment B

List of Beneficiaries

For purposes of this agreement, Beneficiaries shall be:

1. Full-time employees of McLean County
2. Part-time employees of McLean County
3. Volunteers of McLean County

Attachment C

Employer Insurance Schedule

1. Professional Liability:

Carrier State's Self-Insured RRG
Agent Wally McColloch, Insurance Risk Managers, Ltd.
Amount \$20 Million per incident
None aggregate (if any)
Basis _____ Claims Made _____ Occurrence

2. Commercial General Liability:

Carrier State's Self-Insured RRG
Agent Wally McColloch, Insurance Risk Managers, Ltd.
Amount \$20 Million per incident
None aggregate (if any)
Basis _____ Claims Made _____ Occurrence

3. Excess Insurance:

Carrier N/A
Agent _____
Amount _____ per incident
_____ aggregate (if any)
Basis _____ Claims Made _____ Occurrence

Attachment D

Methodist Medical Center Compensation Schedule

- I. Subject to the terms of this Agreement and the applicable Plan, Methodist Medical Center shall accept reimbursement for covered services rendered to Beneficiaries ("Reimbursement Rate") in accordance with the following:
 - A. The Reimbursement Rate shall be eighty percent (80%) of published charges for inpatient, outpatient and emergency room services.
- II. Employer's claim remittance shall be made within thirty (30) days from the date of billing or the claim will not be eligible for any discount, as described in Section I, above, unless approved by the Hospital.
- III. The compensation per claim payable by Employer to Hospital subject to the terms of this Agreement and the applicable Plan, shall be equal to:
 - A. The Reimbursement Rate
 - B. Minus any applicable co-payments, coinsurance and/or deductibles.
- IV. Hospital agrees that it will not bill beneficiaries for amounts in excess of the deductibles, co-payments and/or coinsurance, provided for in Beneficiaries Plan.
- V. Services not specified in Section I above are not eligible for the discount.

Employer:

By: _____

Printed Name: _____

Title: _____

Date: _____

McLean County

BroMenn:

By: _____

Printed Name: _____

Title: _____

Date: _____

Methodist Medical Center:

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment E

Service Area

The Service Area for BroMenn Healthcare includes:

Livingston County
McLean County
Peoria County
Tazewell County
Woodford County

Members Berglund/Arnold moved the County Board approve a Service Agreement with BroMenn Physicians Network - Risk Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE McLEAN COUNTY NURSING HOME
TO OFFER A STARTING SALARY
UNDER THE IMPACTED POSITION PERSONNEL POLICY

WHEREAS, the McLean County Nursing Home has tried to fill vacant Nursing positions within the Nursing Home; and,

WHEREAS, the Director of the McLean County Nursing Home presented local market salary survey data to the Finance Committee that illustrates the disparity in the entry level hourly salary for the Licensed Practical Nurses (LPN's), Registered Nurses (RN's), the Assistant Director of Nursing-LPN, and the Assistant Director of Nursing-RN; and,

WHEREAS, the Director of the McLean County Nursing Home requested authorization from the Finance Committee to offer a starting salary under the Impacted Position Personnel Policy to the following positions: Registered Nurse at Grade 9, Assistant Director of Nursing-LPN at Grade 9, and the Assistant Director of Nursing-RN at Grade 10; and,

WHEREAS, the Finance Committee, at its regular meeting on January 2, 2001, approved the request of the Director of the McLean County Nursing Home to offer a starting salary under the Impacted Position Personnel Policy to the following positions: Registered Nurse at Grade 9, Assistant Director of Nursing-LPN at Grade 9, and the Assistant Director of Nursing-RN at Grade 10; now, therefore,

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

- (1) That the Director of the McLean County Nursing Home is hereby authorized to offer a starting salary under the Impacted Position Personnel Policy to the following positions: Registered Nurse at Grade 9, Assistant Director of Nursing-LPN at Grade 9, and the Assistant Director of Nursing-RN at Grade 10.
- (2) That the Director of the Nursing Home is directed to work with the County Administrator's Office in preparing the salary offer to be made under the Impacted Position Personnel Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of January, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/Bass moved the County Board approve a Resolution of the McLean County Board Authorizing the McLean County Nursing Home to Offer a Starting Salary Under the Impacted Position Personnel Policy - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

RESOLUTION AMENDING THE GENERAL POSITION CLASSIFICATIONS AND PAY RANGES FOR FISCAL YEAR 2001

WHEREAS, the McLean County Board annually approves salary schedules and position classifications by pay grade for non-bargaining unit employees for each fiscal year, and

WHEREAS, the General and Professional Position Classifications by Pay Grade were adopted by the McLean County Board for 2000 on December 3, 1999, and amended on May 16, 2000, and

WHEREAS, the Director of the Nursing Home has requested that the Position Classification and Pay Range for the position of Licensed Practical Nurse (LPN) at the McLean County Nursing Home be changed from Pay Grade 6 to Pay Grade 7; and,

WHEREAS, the County Administrator's Office has recommended that the General Position Classifications and Pay Ranges for Fiscal Year 2001 be amended to include the requested change in the Position Classification and Pay Grade for the position of Licensed Practical Nurse at the McLean County Nursing Home; and,

WHEREAS, the Finance Committee, at its regular meeting on January 2, 2001; recommended that the Position Classification and Pay Range for the position of Licensed Practical Nurse (LPN) at the McLean County Nursing Home be changed from Pay Grade 6 to Pay Grade 7; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the McLean County General Position Classifications by Pay Grade and Pay Ranges for 2001 is hereby amended to include the following change:

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>B/W HOURS</u>	<u>TITLE</u>	<u>CLASS CODE</u>
6	\$ 12.0230	\$ 17.4334	80	Licensed Practical Nurse	8005
7	\$ 12.9248	\$ 18.7408	80	Licensed Practical Nurse	8005

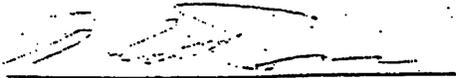
This Resolution shall become effective and be in full force immediately upon approval and adoption.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of January, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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Members Berglund/Kinzinger moved the County Board approve a Resolution Amending the General Position Classifications and Pay Ranges for Fiscal Year 2001 - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Berglund, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE McLEAN COUNTY NURSING HOME
TO INCREASE THE HOURLY SALARY RATE FOR INCUMBENT NURSING STAFF
AND TO MODIFY THE CHARGE DIFFERENTIAL
AND TO INCREASE OVERTIME PAY FOR WORK ON THE SIX MAJOR HOLIDAYS

WHEREAS, the McLean County Nursing Home has tried to fill vacant Nursing positions within the Nursing Home; and,

WHEREAS, the Director of the McLean County Nursing Home presented local market salary survey data to the Finance Committee that illustrates the disparity in the hourly salary rate for the Licensed Practical Nurses (LPN's), Registered Nurses (RN's), the Assistant Director of Nursing-LPN, and the Assistant Director of Nursing-RN, and the competitive difference in the differential and overtime pay rates offered at other Nursing Homes in McLean County; and,

WHEREAS, the Director of the McLean County Nursing Home requested authorization from the Finance Committee to increase the hourly salary rate for incumbent Nursing staff in order to be competitive with other Nursing Homes in McLean County; and,

WHEREAS, the Director of the McLean County Nursing Home requested authorization from the Finance Committee to increase the charge differential and the overtime pay for work on the six major holidays; and,

WHEREAS, the Finance Committee, at its regular meeting on January 2, 2001, approved the request of the Director of the McLean County Nursing Home to increase the hourly salary rate for incumbent Nursing staff in order to be competitive with other Nursing Homes in McLean County and to increase the charge differential and the overtime pay for work on the six major holidays; now, therefore,

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

- (1) That the Director of the McLean County Nursing Home is hereby authorized to increase the hourly salary rate for incumbent Nursing staff as listed on the attached schedule which shall be incorporated as a part of this Resolution.
- (2) That the Director of the McLean County Nursing Home is hereby authorized to increase the current charge differential from \$ 0.20 per hour to \$ 0.75 per hour.
- (3) That the Director of the McLean County Nursing Home is hereby authorized to increase the payment for all employees who work on the six major holidays to payment of time and one-half of the employee's hourly salary rate.
- (4) That the Director of the Nursing Home is directed to work with the County Administrator's Office in implementing the changes listed in this Resolution.
- (5) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator.

(2)

ADOPTED by the McLean County Board this 16th day of January, 2001.

ATTEST:

APPROVED:


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

Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/Renner moved the County Board approve a Resolution of the McLean County Board Authorizing the McLean County Nursing Home to Increase the Hourly Salary Rate for Incumbent Nursing Staff and to Modify the Charge Differential and to Increase Overtime Pay for Work on the Six Major Holidays - Nursing Home. Member Berglund stated the charge differential pay was raised from \$.20 to \$.55. Discussion followed. Member Segobiano expressed his concern with amending the budget after only 16 days. Member Hoselton noted the charge differential was listed as \$.75, not \$.55. Members Berglund/Renner amended the Motion to raise the charge differential pay from \$.20 to \$.75. Clerk Milton shows all Members present voting in favor of the amended Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

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 October 18, 1994; 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 16, 2001, recommended that effective January 1, 2001, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 34.5 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 34.5 cents per mile effective as of January 1, 2001.

(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 34.5 cents per mile, effective as of January 1, 2001.

(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 this 16th day of January, 2001.

ATTEST:

APPROVED:


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

Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/Arnold moved the County Board approve a Resolution of the McLean County Board Establishing Mileage Reimbursement for Use of Private Vehicles for County Business - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the General Report is located on 104-118.

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12/31/99

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

LEASE AGREEMENT

This Lease Agreement entered into the 16th day January, 2001 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 16, 2001 and shall expire on December 31, 2001.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

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

B. EQUIPMENT

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

C. COMMODITIES

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

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.

2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc. (see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

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

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

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

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

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

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

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

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

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

B. EQUIPMENT

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

C. COMMODITIES

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

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the

public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

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

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

VII. Provision of Insurance

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

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

VIII. Watercraft Rental Charges to the Public

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

IX. Accounting

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

X. License of Boats

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

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

County of McLean, a body
politic and corporate

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

For Illinois State University

<u>Canoes</u>	<u>CR#</u>	<u>D.O.C.</u>	<u>I.S.U.</u>	<u>Serial#</u>	<u>Value each</u>	
Lowline	1	2388RB	131539	LWN04872M74H-17C	\$125.00	
	5	2384RB	131537	LWN04849M74H-17C	\$125.00	
	9	2351RB	131535	LWN04848M74H-17C	\$125.00	
	10	2350RB	131530	LWN04807M74H-17C	\$125.00	
	11	2349RB	131531	LWN04818M74H-17C	\$125.00	
	12	2348RB	131532	LWN04381M74H-17C	\$125.00	
	15	2345RB	119474	LWN00397M74A-17C	\$125.00	
	16	2344RB	119475	LWN00163M74A-17C	\$125.00	
	17	2343RB	119476	LWN00396M74A-17C	\$125.00	
	19	2330RB	119478	LWN00041M74A-17C	\$125.00	
	20	2341RB	131528	LWN04780M74H-17C	\$125.00	
	21	2340RB	131529	LWN04376M74H-17C	\$125.00	
	22	2339RB	131791	LWN05525M74J-17C	\$125.00	
	27	2381RB	131792	LWN05522M74J-17C	\$125.00	
	30	2379RB	131794	LWN05533M74J-17C	\$125.00	
	38	2329RB	131789	LWN05534M74J-17C	\$125.00	
	40	2327RB	131533	LWN04798M74H-17C	\$125.00	
	Alumacraft	2	2387RB	150794	ACB1971PM82A	\$200.00
		3	2386RB	150795	ACB1974PM82A	\$200.00
		4	2385RB	150796	ACB1973PM82A	\$200.00
7		2353RB	150797	ABC1972PM82A	\$200.00	
18		2342RB	150800	ABC1967PM82A	\$200.00	
31		2378RB	150799	ABC1968PM82A	\$200.00	
37		2332RB	150801	ABC1970PM82A	\$200.00	
Grumman	6	2354RB	132433	GBP27885-0574	\$150.00	
	13	2347RB	118777	GBP-05359-0373	\$150.00	
	14	2346RB	118960	GBP-04608-0373	\$150.00	
	23	2338RB	131435	GBP14100-0973	\$150.00	
	24	2337RB	131437	GBP14098-0973	\$150.00	
	25	2383RB	131434	GBP13985-0973	\$150.00	
	26	2382RB	118773	GBP05199-0373	\$150.00	
	28	2331RB	118776	20554-GP-5-17	\$150.00	
	32	2377RB	118775	GBP-05284-0373	\$150.00	
	33	2376RB	131439	GBP-14099-0973	\$150.00	
	34	2375RB	132428	GBP-27942-0574	\$150.00	
	35	2336RB	131438	GBP14101-0973	\$150.00	
	36	2334RB	132430	GBP27916-0574	\$150.00	
	39	2328RB	118961	GBP04549-0373	\$150.00	
	SAILBOATS	1	768RB	156984	AMF10851M84G	\$300.00
2		1784RB	168922	AIW24096C787	\$350.00	
3		1783RB	168921	AIW24100C787	\$350.00	
4		770RB	156982	AMF11035M84G	\$300.00	
5		1782RB	168920	AIW23642B687	\$350.00	
6		0031RB	152645	AMF98637M82C	\$300.00	

2000 Lease Period

	<u>CR#</u>	<u>D.O.C.</u>	<u>I.S.U.</u>	<u>Serial#</u>	<u>Value each</u>
SAILBOATS Cont.	7	1785RB	168923	AIW23595B687	\$350.00
	8	771RB	156983	AMF07150M84A	\$300.00
	9	772RB	156980	AMF07144M84A	\$300.00
	10	769RB	156979	AMF00488M83D	\$300.00

2000 Lease Period

<u>Commodity Item</u>	<u>Number</u>	<u>Value each</u>
Lifejackets (PFD's)		
Adult jackets	118	\$2.00
Child	42	\$1.00
Paddles		
4 1/2 foot & 5 foot	63	\$4.00
Sail paddles	14	\$2.00
Oars (pair)	3	\$5.00
Anchors	5	\$5.00

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

Member Salch, Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

The Town of the City of Bloomington

as Tenant,

for

**Office Space Located on the Third Floor of
200 West Front Street, Bloomington, Illinois**

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28. Non-Affiliation Clause

10

Approval Signatures

10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Town of the City of Bloomington, (hereinafter referred to as "CITY") as Tenant, desire to continue a lease agreement for office space consisting of 1,640 s.f. located on the southwest corner of the third floor of the 200 West Front Street building, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The initial term of this lease agreement shall be for two (2) years to commence on March 1, 2001, and terminate on February 28, 2003.

CITY may, at its option, extend this lease agreement for one (1) additional two (2) year period by sending notice to COUNTY 90-days prior to the termination of the initial term to the address below indicating its intentions to so extend the lease agreement.

**Office of the County Administrator
McLean County
104 W. Front Street, Room 701
Bloomington, Illinois 61702-2400**

(With copies to):

**Director, Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400**

2. **Rent.**
 - a. Rent for the initial term of this lease agreement shall be \$19,089.60 per year payable in equal monthly installments of \$1,590.80.
 - b. Rent for additional two-year lease extension period shall be \$20,044.08 per year payable in equal monthly installments of \$1,670.34.

c. All rent payments shall be mailed to the below address:

McLean County Treasurer
McLean County
104 W. Front Street, Room 706
Bloomington, Illinois 61702-2400

d. The monthly rent payment during the initial term of this lease and any subsequent extensions shall be payable to COUNTY on the first day of each month.

3. **Tenant's Use and Operation.** CITY shall use the aforementioned leased premises only for the purposes of its general business office. CITY shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. CITY shall, during the initial term of the lease and during an extensions thereof, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** COUNTY shall pay all electrical and gas utility invoices from the utility providers who service BUILDING, including the leased premises. CITY shall reimburse COUNTY for the actual utilities used by CITY on a **quarterly basis** via an invoice mailed to CITY by COUNTY. The calculation for determining an accurate billing each quarter for actual electricity and gas used by CITY shall be:

Month: (example calculation)

Electricity Total:	\$XXXX.XX
Gas Total:	+ \$YYYY.YY
Sub Total:	\$ ZZZZZ.ZZ

$ZZZZZZ.ZZ$ times 3rd Floor Portion @ 20.7% of BUILDING = \$AAA.AA	
\$AAA.AA CITY Office @13% of 3rd Floor:	<u>Billed Amount</u>

CITY shall be responsible for the payment of any phone and data services for their leased premises.

5. **Building Common Areas:** CITY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby and atrium areas for the purpose of egress and ingress of CITY employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and

federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CITY or its employees or clients. CITY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CITY shall keep all glass areas of the leased premises clean which are visible from the BUILDING common area hallways. CITY shall be responsible for their own custodial needs and the cost or replacement ceiling mounted light fixture lamps.

7. **Parking.** COUNTY shall provide CITY no parking stalls at BUILDING and further, CITY agrees not to park any employee vehicles in the lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.
8. **Alterations.** No alterations or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of CITY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CITY certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by CITY at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by CITY that CITY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CITY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CITY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CITY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CITY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** CITY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CITY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CITY business. CITY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CITY is given written request for same. COUNTY shall bill CITY without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** CITY shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CITY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an Additional Insured in all policies of liability insurance maintained pursuant to this provision. CITY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease or any subsequent lease agreement extensions thereof. CITY shall furnish COUNTY additional certificates of insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate(s).
- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** CITY shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.

11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CITY without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions, or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** CITY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, *et. seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et. seq.* and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
 - b. **Disclosure, Remediation, Liability, and Indemnification.** CITY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CITY, its agents, employees, invitees, clients, or licensees, or by the negligence of CITY, its agents, employees, invitees, clients, or licensees,
 - (i) CITY shall immediately notify COUNTY of the event;

- (ii) CITY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) CITY shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) CITY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) CITY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** CITY expressly covenants and agrees that the duties, obligations, and liabilities of CITY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CITY and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CITY to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of CITY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CITY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CITY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CITY shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CITY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy,

then COUNTY or CITY shall have the right to terminate this lease agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CITY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CITY shall be appointed by reason of CITY's insolvency or inability to pay its debts, or if any assignment shall be made of CITY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of CITY hereunder, by giving the CITY notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CITY shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CITY shall fail to make any payment of any rent or utilities and maintenance quarterly invoice hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CITY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CITY shall abandon or vacate the premises during the term of this lease agreement, or if CITY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CITY, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity:
 - a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CITY during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CITY to COUNTY.
 - b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate CITY's right to possession and repossess the leased premises without demand or notice of any kind to CITY, in which case COUNTY may relet all or any part of the leased premises. CITY shall be responsible for all costs of reletting. CITY shall pay COUNTY on demand any deficiency from such

deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CITY obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease or any lease agreement extension thereof, CITY shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease agreement, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CITY's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to CITY's business and repair any damage caused by such removal.
- (iv) CITY agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by CITY has been removed by CITY, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by CITY.

b. If CITY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of CITY which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to CITY or to any other person. The failure of CITY to remove any property from the leased premises shall forever bar CITY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CITY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CITY.

22. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Room 701
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400

If to Town of the City of Bloomington:

Office of the Supervisor of Assessments
Town of the City of Bloomington
200 W. Front Street, 3rd Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise

be on the same terms and condition herein specified, so far as applicable.

- 26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CITY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 27. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page nine (9) of this agreement pertaining to all notices.
- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of January, 2001.

APPROVED:

Town of the City of Bloomington

McLean County

By: _____

By: Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

By: _____

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

AssessorLease01.Doc

Members Salch/Emmett moved the County Board approve a Lease Agreement Between the County of McLean and the Town of the City of Bloomington (Township Assessor's Office) - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:



PEMCO Service Co., Inc.

1040 E. Second Street
Gilman, IL 60938



RECEIVED

DEC 20 2000

Facilities Mgt. Div.

December 14, 2000

PEMCO Quote Number S121400K
Page 1 of 3

Attn: Mr. Jack Moody, CFM
Director, Facilities Manager
Law & Justice Center
104 W. Front
PO Box 2400
Bloomington, IL 61701

PROJECT: Tank Abandonment & Aboveground tank installation

Dear Jack,

PEMCO and I are pleased to provide the following quotation for your consideration. Enclosed is a cost breakdown for your project as we understand it at this time.

Please feel free to contact me at (217)566-2423 if you have any further questions, or if I can be of any assistance to you.

Sincerely,

Kent Moore

Kent Moore

BUTCH VONDREHLE
Gilman
815/265-7364
Fax 815/265-7395

MIKE O'CONNELL
Bloomington
309/828-8134
Fax 309/827-4786

KENT MOORE
Sherman
217/566-2423
Fax 217/566-3538

PROPOSAL

ABANDONMENT IN PLACE:

Dig down to top of tank, enter top of tank, have fuel pumped out, enter tank and clean interior of tank. Pump cleaning solution into D.O.T. containers. Fill 6,000 gallon tank with slurry mix. Includes permit & clerical.

TOTAL TANK ABANDONMENT: \$4,319.00

ABOVE GROUND TANK EQUIPMENT:

- 1 - 500 Gallon UL 2085 Insulated, 2-Hour Fire Rated Tank (54"Wx64"Lx55"H)
 - 1 - 15 Gallon Internal Spill Container 4" NPT
 - 1 - Morrison 305-4" Bronze Adapter
 - 1 - OPW 634TT 4" Cap
 - 1 - Krueger 1-1/2" Leak Check Gauge
 - 1 - Morrison 748A 2" 4oz. Pressure Vacuum Vent
 - 2 - Morrison 244 6" Emergency Vent
 - 1 - EBW 616-300-01 1-1/2" Anti-Siphon Valve
 - 2 - United Sign Diesel Decal
 - 2 - United Sign Flammable Keep Fire Away Decal
 - 1 - 2"x7" Galvanized Pipe for vent
 - 1 - Ground Rod & Clamp
 - 1 - Simplex SST-10C UL Labeled Day Tank
- Includes:
- 1 - OPT0760-A Fuel Strainer
 - 1 - OPT063-A Vent Cap 10/25
 - 1 - OPT065 Drain Hand Valve 1/2" NPT
 - 1 - OPT087 Manual Shut-off Valve 1/2" Bronze
 - 1 - OPT190A Overflow Basin, 10 gallon
 - 1 - OPT191 Float Switch in basin with alarm
 - 1 - OPT390 Fuel Rise Pump Out Control W/Check Valve
 - 1 - STD OPT270 Power Available Green Pilot Light
 - 1 - STD OPT280 Dyno Automatic Operation Mode Switch
 - 1 - STD OPT311 Local/Remote Low Fuel Level Alarm W/Light
 - 1 - STD OPT312 Local/Remote High Fuel Level Alarm W/Light

(Continued next page)

EQUIPMENT: (Cont.)

- 1 - STD OPT325 High Level Fuel Level Emergency Pump Stop Switch
 - 2 - STD OPT340 Pump Running Light
 - 2 - STD OPT399 2 GPM Pump
 - 2 - STD OPT600 1/3 HP 115V-1 Phase Motor
- Freight included

TOTAL EQUIPMENT: \$10,300.00

LABOR TO INSTALL ABOVE LISTED EQUIPMENT: \$4,800.00

TOTAL QUOTE: \$19,419.00

PLEASE NOTE:

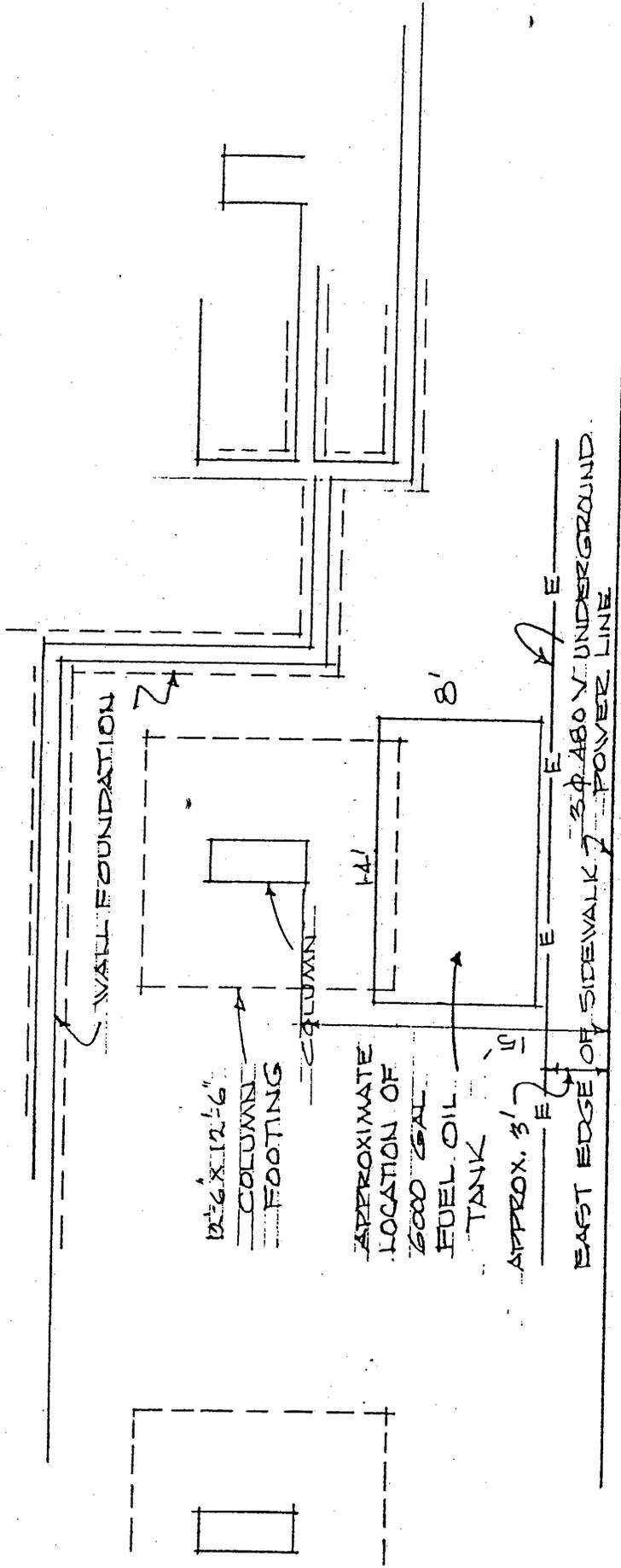
*Quote includes getting rid of diesel fuel as long as fuel contains less than 10% water. If fuel has more than 10% water, customer will be responsible for proper disposal. Customer will be responsible for any concrete replacement or any landscaping. Quote does not include any Environmental Assessment or analysis. PEMCO has Engineering services, if needed.

ACCEPTANCE OF PROPOSAL:

AUTHORIZED SIGNATURE:

[Handwritten Signature]

DATE OF ACCEPTANCE:
(Please sign & return one copy)



PARTIAL FOUNDATION PLAN, WEST SIDE OF
 McLEAN COUNTY LAW & JUSTICE CENTER,

BLOMINGTON, IL. 1/8" = 1'-0"
 GENE ASBURY, ARCHITECT NOV. 2, 2000



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

Division of Petroleum and Chemical Safety 9-19-00
1035 Stevenson Drive
Springfield, Illinois 62703-4259
(217)785-1020 or (217)785-5878

CU006450
Facility # 4031233
Date 9-19-00
Current Decal # N/A
Expiration Date N/A
Decal # Removed N/A
Issued by DIM KRL

NOTICE OF VIOLATION

OWNER OF TANKS
McLEAN COUNTY
Name 104 W FRONT ST
Street Address Bloomington IL 61702-2400
City JACK MOODY State 309-888-5192
Contact Person Phone

FACILITY
LAW & JUSTICE CENTER
Name 104 W FRONT
Street Address Bloomington IL 61702 McLEAN
City JACK MOODY State 309-888-5192
Contact Person Phone

Violations of 41 Ill. Adm. Code 170, of the Office of the State Fire Marshal on these premises are hereby called to your attention. These violations found, and/or corrections to be made, are marked with an (X), or stated in Remarks below. You have 30 days to correct said violations. Any repairs, modifications or alterations to the tank system must be performed by a contractor licensed by this office for such work. Please submit a letter in writing, with a copy of this Notice, to the office when said violations are corrected.

Table with 4 columns: Violation Category, Description, Tank Id #, and Status. Includes sections for Notification, Leak Detection, Cathodic Protection, Spill Prevention, Tanks to be Removed, Release Investigation, and Miscellaneous.

REMARKS: 5-12-00 MURPHY AND SUPERVISOR ANDERSON MET WITH MR JACK MOODY AT HIS REQUEST ON THIS DATE. IN INTERVIEW MR. MOODY STATED THAT THE UST (5800 GALLON DIESEL USED FOR BACK-UP SYSTEM IS CURRENTLY IN USE AND DOES NOT MEET THE 1998 UPGRADE REQUIREMENTS. 2ND AUDIT REPORT ON FILE DATE 5-12-00. UST NOT IN COMPLIANCE WITH 41 IL ADM CODE 170.430

Owner/Operator/Agent Not Available
JACK MOODY (FACILITIES DIRECTOR) 5/12/00
Person Interviewed (Printed) TOM HAWK Title (Printed) MAINT SUPERVISOR 9/19/00
Storage Tank Safety Specialist
WHITE - AGENCY CANARY - OWNER BLUE - STSS PINK - FACILITY

Members Salch/Pokorney moved the County Board approve a Request for Approval of PEMCO, Inc. proposal to provide service for the abandonment of the underground fuel storage tank at the Law and Justice Center and the installation of an above ground replacement tank – Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on pages 153-158.

JUSTICE COMMITTEE:

Member Pokorney, Vice-Chairman, stated there were no Items for Action and the General Report is located on pages 159-166.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there were no Items for Action and the General Report is located on pages 167-185.

COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik stated the Board Orientation Workshop will start as soon as the meeting ends, approximately 9:30 a.m., Room 700.

Mr. Zeunik also reminded the Finance Committee of the meeting in Room 703, immediately following the Board Meeting to discuss collective bargaining matters.

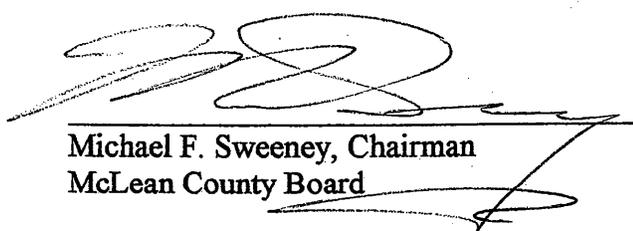
The McLean County Auditor presents the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

January 16, 2001

2000 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$197,158.74	\$197,158.74
Finance		\$457,796.48	\$457,796.48
Human Services		\$289,230.84	\$289,230.84
Justice	\$679.80	\$1,673,252.89	\$1,673,932.69
Land Use		\$20,829.50	\$20,829.50
Property		\$219,142.84	\$219,142.84
Transportation		\$268,835.11	\$268,835.11
Health Board		\$209,278.55	\$209,278.55
T.B. Clinic		\$14,387.52	\$14,387.52
Disability Board		\$42,621.99	\$42,621.99
Total	\$679.80	\$3,392,534.46	\$3,393,214.26



Michael F. Sweeney, Chairman
McLean County Board

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

Members Bass/Selzer moved for adjournment until Tuesday, February 20, 2001 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: 9:16 a.m.

Michael Sweeney
County Board Chairman

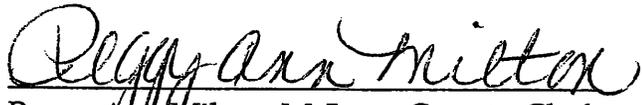


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of January, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 2nd day of February, 2001.



Peggy Ann Milton, McLean County Clerk