

Proceedings
of the
County Board
of
McLean County,
Illinois

August 19, 2008

*Subject to approval at
September 16, 2008
County Board Meeting*



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August 19, 2008

The McLean County Board met on Tuesday, August 19, 2008 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Diane Bostic, John Butler, Don Cavallini, Walter Clark, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, and Matt Sorensen.

The following Member was absent:

Cathy Ahart, Terry Baggett, and William Caisley.

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. Member Sorensen requested that all reappointments to the Lantz Cemetery District be removed.

The amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, July 22, 2008
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of Horse Farm Road –
Sec 07-00058-06-WR
 - (1) IDOT – Truck Access Route Program
(TARP) Agreement
 - (2) 80,000# Weight Limit Resolution
 - 2) Request Approval of Bridge Construction Petition
for 2008 Randolph Joint Culvert, Randolph Township
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of application in case SU-08-06
to amend a special use that was granted in
case 84-21-S to allow the expansion of a fertilizer
distribution facility in the Agriculture District on
property which is located in Hudson Township at
14359 E 2500 North Road, Hudson, IL
 - 2) Subdivision Cases:
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Justice Committee
 - a) Request Approval of Renewal of an Agreement
with Eric Abreu, DDS, for the Provision of Dental
Clinician Services at the McLean County Adult
Detention Facility – Jail Medical
 - b) Request Approval of Renewal of Identix
Maintenance Agreement for Livescan Digital
Fingerprinting Scanner – Sheriff's Department
 - 2) Property Committee
 - a) Request Approval of New Lease Agreement with
Fusion Brew, LLC (formerly Coffee Depot, LLC) –
Facilities Management
- F. Chairman's Appointments with the Advice and Consent of the County Board:
 - 1) REAPPOINTMENTS:

ADRIAN DRAINAGE DISTRICT
Mr. George J. Call
18000 E 200 North Rd.
Heyworth, IL 61745
(Three-year term to expire 1st Tuesday in September 2011)

BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT

Mr. George J. Call
18000 E 200 North Rd.
Heyworth, IL 61745
(Three-year term to expire 1st Tuesday in September 2011)

CHENOA DRAINAGE DISTRICT

Mr. Russell Johnson
27577 E. 2900 North Road
Chenoa, IL 61726
(Three-year term to expire 1st Tuesday in September 2011)

EASTERBROOK DRAINAGE DISTRICT

Mr. Byron Jones
37939 E 900 North Rd.
Saybrook, IL 61770
(Three-year term to expire 1st Tuesday in September 2011)

GRIDLEY DRAINAGE DISTRICT

Mr. Herschel P. Kearney
206 West 7th
Gridley, IL 61744
(Three-year term to expire 1st Tuesday in September 2011)

KUMLER DRAINAGE DISTRICT

Mr. Donald W. Wallace
32665 E. 600 West Road
Arrowsmith, IL 61722
(Three-year term to expire 1st Tuesday in September 2011)

LAWNDALE-CROPSEY DRAINAGE DISTRICT

Mr. Jeff Abbey
41266 E. 2100 N. Road
(Three-year term to expire 1st Tuesday in September 2011)

NORMAL-TOWANDA DRAINAGE DISTRICT

Mr. Gregory Kelley
911 Spear Drive
Normal, IL 61761
(Three-year term to expire 1st Tuesday in September 2011)

PATTON DRAINAGE DISTRICT

Mr. Terry Brown
113 Diane Lane
Lexington, IL 61753
(Three-year term to expire 1st Tuesday in September 2011)

PRAIRIE CREEK DRAINAGE DISTRICT

Mr. Warren Bane
32660 E. 1200 North Road
Arrowsmith, IL 61722
(Three-year term to expire 1st Tuesday in September 2011)

SABINA DRAINAGE DISTRICT

Mr. Robert Borngasser
32275 E. 500 North Road
Arrowsmith, IL 61722
(Three-year term to expire 1st Tuesday in September 2011)

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Kent Morefield
10759 N. 3150 East Rd.
Arrowsmith, IL 61722
(Three-year term to expire 1st Tuesday in September 2011)

SOUTH EMPIRE DRAINAGE DISTRICT

Mr. Jim Rafferty
28356 E. Highway 150
LeRoy, IL 61752
(Three-year term to expire 1st Tuesday in September 2011)

WHITE STAR DRAINAGE DISTRICT

Mr. Robert Borngasser
32275 E. 500 North Road
Arrowsmith, IL 61722
(Three-year term to expire 1st Tuesday in September 2011)

LANTZ CEMETERY DISTRICT

Mr. Jerome Denzer
10136 E. 1800 North Road
Bloomington, IL 61704
(Six-year term to expire on August 31, 2014)

2) APPOINTMENTS:

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Jeff Wilcox
13766 Oak Hill Rd.
Bloomington, IL 61705
(To complete three-year term to expire 1st Monday in May 2009)

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Doug Huskey
406 N. Main Street
Ellsworth, IL 61737
(To complete a Three-year term to expire April 30, 2010)

MARTIN TOWNSHIP DRAINAGE DISTRICT

Mr. Paul Ummel
14134 N. 3900 East Rd.
Saybrook, IL 61770
(Three-year term to expire 1st Tuesday in September 2011)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Neale McCormick
427 Standish Dr.
Bloomington, IL 61704
(Three-year term to expire December 31, 2010 – Recommended by
Airport Authority to fill vacant Airport Authority seat on Commission)

YATES DRAINAGE DISTRICT

Mr. Daryl Haney
31631 E. 3100 N. Rd.
Chenoa, IL 61726
(Three-year term to expire 1st Tuesday in September 2011)

3) RESIGNATIONS

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Kurt Moser
8174 Kings Mill Rd.
Bloomington, IL 61704

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Brian Dirks
27639 E. 1300 North Rd.
Ellsworth, IL 61737

MARTIN TOWNSHIP DRAINAGE DISTRICT

Mr. Donald Beecher
35386 E 1700 North Rd.
Colfax, IL 61728

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Jeff Kowalczyk
5 Reading Rd.
Bloomington, IL 61701

YATES DRAINAGE DISTRICT

Mr. Herbert Miller
611 N. 2nd
Fairbury, IL 61739

G. Approval of Resolutions of Congratulations and Commendation

Collert

Local Agency McLean County Section 07-00058-06-WR	 Illinois Department of Transportation Truck Access Route Program (TARP) Agreement	Job Number - Construction C-95-330-08 Job Number - Engineering
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This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Horse Farm Road Route FAS 494 Lane Miles 4.73

Number of Eligible Intersections 1

Termini Leroy Spur Road to US Route 136

Current Jurisdiction McLean County

Project Description

Upgrade to 80,000 pound access.

Division of Cost

Type of Work	TARP (1)	LA (2)	Total
Participating Construction	156,900	793,100	950,000
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
			0
			0
TOTAL	\$156,900	\$793,100	\$950,000

Note

- 1/ It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$156,900 not to exceed 50% of the final construction cost, whichever is the lesser.
- 2/ Any remaining balance shall be the responsibility of the LA.

Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the project costs.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
 6. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit B. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
 7. The LA shall maintain, for a minimum of 3 years after the completion of the project, 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 the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 8. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 9. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
 10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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Local Agency McLean County	Section 07-00058-06-WR
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - 80,000lb Truck Route Resolution/Ordinance

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Name Matt Sorensen

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature *Matt Sorensen*

Date 8-19-2008

TIN Number 37-6001569

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency McLean County	Section 07-00058-06-WR
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McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Horse Farm Road, McLean County Highway 21, from the Leroy Spur Road to US Route 136 to 80,000 pounds, and also,

NOW THEREFORE, the McLean County Board hereby establishes the Horse Farm Road, McLean County Highway 21, from the Leroy Spur Road to US Route 136, a distance of 12,488 feet (2.365 Miles), as a Class III Truck Route with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 07-00058-06-WR, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.

Dated this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

BRIDGE CONSTRUCTION PETITION

Sec 2008 Randolph Joint Culvert

TO: McLean County Board
Care of McLean County Clerk
115 E Washington St – Room 102
Bloomington, Illinois 61701

2008 Randolph Joint Culvert Drainage Structure, Located at 000N & 1600E

Ladies and Gentlemen:

Randolph Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the S line of the SE ¼ of Section 11 T 21 N, R 2E of the 3rd P.M., Randolph Road District.

That of the funds appropriated at the November 20th meeting of the McLean County Board \$ 5,500.00 be used as the County's share of the cost of this structure.

Randolph Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Randolph Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 11,000.00 and the present structure is inadequate.

Randolph Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Dennis Blawie
Highway Commissioner

Randolph Road District

Approved Eric Schmitt
County Engineer, McLean County, IL

Date: 7/25/2008

ATTEST

Matt Sorensen
Mr. Matt Sorensen, Board Chairman

Date: 8-19-2008

Peggy Ann Milton
Peggy Ann Milton, McLean County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sun Ag, Inc. in case SU-08-06, parcel no.(18) 07-09-100-006. They are requesting to amend a special use that was granted in case 84-21-S to allow the expansion of a fertilizer distribution facility in the Agriculture District on property which is part of the NW ¼ of Section 9, Township 25N, Range 2E of the 3rd P.M.; and is located in Hudson Township at 14359 E 2500 North Road, Hudson, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 5, 2008 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The four acre property is used as a fertilizer distribution facility, has 200 feet of frontage on the south side of 2500 North Road (County Highway 8) an asphalt road 21 feet in width. The property is relatively flat and drains to the south.

SURROUNDING ZONING AND LAND USES - The property is in the Agriculture District and is surrounded by land in the Agriculture District. The property to the north is in pasture. The property to the east, south and west is in crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The existing facility was approved in 1984 in special use case 84-21-S. The existing site has a 30,000 gallon tank for the storage of anhydrous ammonia. The applicant is proposing to expand this facility by installing two 12,000 gallon tanks to store anhydrous ammonia in order to better serve their customers in the area; these tanks will be moved from their Carlock facility that will be closed. The proposed location of the two tanks will meet all the setback requirements for fertilizer distribution facilities in the Agriculture District. The Illinois Department of Agriculture will also require a permit for the proposed expansion that includes safety plans. The staff at the facility are required to have anhydrous safety training every three years. The Hudson Township Fire Station is located three miles away.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 200 feet of frontage on the south side of 2500 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for the existing entrance. The existing entrance was approved in the 1984 special use case.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to allow the expansion of a fertilizer distribution facility in the Agriculture District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and member Rudolph was absent.

Respectfully submitted this 5th day of August 2008, McLean County Zoning Board of Appeals

James Finnigan

Acting Chair

James Finnigan, Acting Chair
Drake Zimmerman
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz
Julia Turner, Alternate Member

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2008
 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

Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0833 0002 PURCHASE/COMPUTER EQUIP.		12,000.00		0850 0001 CAPITALIZED ASSETS	12,000.00-

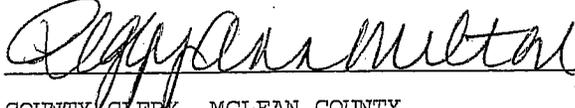
		12,000.00			12,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 19TH DAY OF AUGUST , 2008



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, is made this 19th of August, 2008, by and between the McLean County Board, (hereinafter known as the Board), and, Eric Abreu, a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

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

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

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

THE DENTAL CLINICIAN AGREES TO:

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

DENTAL CLINICIAN CONTRACT

Page Two

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

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the term of this Agreement (September 1, 2008 through August 31, 2010), provide compensation to the Dental Clinician at an hourly rate of \$140.00 portal to portal in addition to a monthly stipend of \$106.00 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT

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IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on September 1, 2008 and terminate on August 31, 2010 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

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

APPROVED:

Dental Clinician
Eric Abreu, DDS

Mike Emery
McLean County Sheriff

APPROVED:

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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



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

MEMORANDUM

DATE:	July 24 th , 2008
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JN</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF AGREEMENT WITH ERIC ABREU, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

Eric Abreu, DDS, has provided dental clinician services for the McLean County Adult Detention Facility since September of 2007.

In the past year, Dr. Abreu has provided on-site dental evaluation and treatment for approximately four hours each week. We have been very impressed with Dr. Abreu's practice style and his ability to work with the inmate population and the McLean County Detention Facility staff.

We recommend that the agreement for dental clinician services be renewed for a two year time period, and that the compensation for the 2008-2010 contract years be paid at an hourly rate of \$140.00 portal to portal, in addition to a monthly retainer of \$106.00. These figures represent an increase of 6%; however, the initial agreement in 2007 was based on figures which were negotiated with the previous dental clinician in December of 2004 and this new rate will be effective for a two year time period.

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



Identix, Incorporated
 6600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 832-0888
 TIN #: 94-2842486

MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract (if applicable)	SystemID
DE-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address

McLean County Sheriffs Department
 104 W Front Street, Room 105
 Bloomington, IL 61701
 USA
 Greg Allen
 (309) 888-4628
 (309) 888-5072

Equipment Location

McLean County Sheriffs Department
 104 W Front Street, Room 105
 Bloomington, IL 61701
 USA
 Greg Allen
 (309) 888-4628
 (309) 888-5072

Please refer to System ID
 number when placing a service
 call.

Your System ID# is: 4905-00228

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3500XC-ED	TouchPrint™ 3500 enhanced definition Live	1	1,489.00	2,176.00	2,635.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	172.00	342.00	458.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NFSINT	Touch Print version 6 and later Network File	1	0.00	0.00	0.00	0.00
TP-CSTX-IL101	Illinois State Police Live Scan Customization	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-SWOX-DIXFER	Demographic Interface Transfer License Fee; XP	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
Total (Except for Preventive)			\$1,661.00	\$3,626.00	\$4,201.00	\$241.00

NOTE: TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number _____

Secure ID, VPN, Other: Contact Name JEFF THOMPSON

Telephone Number (309) 888-5046

PERIOD OF COVERAGE:

*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

**Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

***Parts plus on site support 24 hours a day, 7 days a week.

****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday - Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated
5800 Rowland Road
Minnetonka, MN 55343
Tel: (952) 882-0888
TIN #: 04-2842496

Quotation Information				
Number	Date	Valid Until	Contract (If applicable)	System ID
DE-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address
 McLean County Sheriffs Department
 104 W Front Street; Room 105
 Bloomington, IL 61701
 USA
 Greg Allem
 (309) 888-4628
 (309) 888-5072

Equipment Location
 McLean County Sheriffs Department
 104 W Front Street; Room 105
 Bloomington, IL 61701
 USA
 Greg Allem
 (309) 888-4628
 (309) 888-5072

Please refer to System ID
 number when placing a service
 call.

EFFECTIVE START DATE: 02/01/2008 END DATE: 01/31/2009

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$1,661.00 per term of contract - prepayment.
- 9/5 price = \$3,626.00 per term of contract - prepayment.
- 24/7 price = ~~\$7,207.00~~ per term of contract - prepayment. \$3093.00
- Preventative Maintenance Visits at \$241.00 per time x _____ times per term of contract = \$_____.

TOTAL Cost \$ 3093.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

BY: Debbie Blanchard
 NAME: Debbie Blanchard
 TITLE: Contracts Administrator
 DATE: July 06, 2007

P.O. #: _____
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. THIS IS NOT AN INVOICE.

MCLEAN COUNTY SHERIFF: Mike Emery
 MIKE EMERY
 SHERIFF

DATE: 8-19-2008

COUNTY OF MCLEAN: Matt Sorensen
 MATT SORENSEN, CHAIRMAN OF
 THE MCLEAN COUNTY BOARD

DATE: 8-19-2008

Peggy Ann Milton
 PEGGY ANN MILTON, CLERK OF
 THE MCLEAN COUNTY BOARD

DATE: 8-19-2008

IDENTIX INCORPORATED
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Identix® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' *Help Desk Maintenance Services* are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLE CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

AGREEMENT

Between

The County of McLean

as Landlord,

and

Fusion Brew, LLC

as Tenant,

for

Retail Coffee-Kiosk Space Located in the Lobby of the
McLean County Law and Justice Center
104 West Front Street, Bloomington, Illinois

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Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and *The Coffee Depot, LLC*, owned by Mr. Virgil Hovar, 1007 Elder Street, Bloomington, Illinois, 61701 (hereinafter referred to as "FUSION BREW, LLC") as the owner and Tenant desires to change the name of their business from "Coffee Depot, LLC" to "FUSION BREW, LLC" effective on September 1, 2008, herein rescinding all previous lease agreements and parties mutually agree to continue a lease agreement of approximately 200 s.f. of floor space located on the west side of the first floor (lobby) of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for the purpose of tenant operating a coffee-shop retail sales operation for the sale of fresh brewed coffee, teas, juices, snack foods, and related products; and,

WHEREAS, this agreement expressly sets forth the rights and duties of each party, and rescinds all previous agreements, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall be for two years to commence on the 1st day of September, 2008 and terminate on the 31st day of August, 2010.
2. **Rent.** Rent to be paid to COUNTY during the **first year** of this agreement (September 1, 2008 to August 31, 2009) shall be \$278.51 per month. Rent to be paid to COUNTY during the **second year** of this agreement (September 1, 2009 to August 31, 2010) shall be \$286.87 per month. All monthly rent payments are due and payable by the first day of each month and shall be mailed or delivered to:

**McLean County Treasurer
Government Center – Mezzanine Level
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** FUSION BREW shall use the aforementioned leased premises only for the purposes of retail sales of beverages and food items included in the original business plan proposal presented to COUNTY. NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD AT ANY TIME. FUSION BREW 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. FUSION BREW shall, during the term of the lease agreement and during any future terms, continuously use the leased premises for the purposes stated herein.
4. **Normal Hours of Operation:** COUNTY agrees to FUSION BREW normal hours of operation to be 7:00 a.m. until 1:30 p.m., Monday through Friday. FUSION BREW understands that on all recognized holidays observed by COUNTY when BUILDING is normally closed, FUSION BREW will also be closed on those days of the year.

Should FUSION BREW desire to adjust these stated hours of operation, FUSION BREW shall inform COUNTY, but at no time remain open past the normal closing time of BUILDING. An exception may be made for any special events FUSION BREW may agree to host, from time to time, as may be requested by COUNTY offices or outside groups permitted by COUNTY to the use of BUILDING meeting rooms after hours.

5. **Utilities.** COUNTY shall pay all utilities provided to FUSION BREW from BUILDING installed utility services. FUSION BREW shall be responsible for the payment of any phone and data services for the leased premises and all other costs, included but not limited to, trash disposal and exterminator service.
6. **Building Common Areas:** FUSION BREW 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 and shall be limited to the area immediately surrounding the location of FUSION BREW. Such common areas shall include COUNTY designated areas for the purpose of egress and ingress of FUSION BREW employees, customers, and delivery of supplies and materials. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue. No bulk storage of supplies shall be permitted on the floor in the lobby outside of the coffee kiosk operation. FUSION BREW further agrees not to block any natural footpaths of egress or ingress used by employees and members of the public entering and exiting BUILDING.
7. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes unrelated to FUSION BREW, 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 FUSION BREW or its employees or customers. FUSION BREW shall keep the interior and exterior of leased premises as well as the floor space immediately surrounding FUSION BREW clean and orderly and in good condition and repair at all times and at its own expense. This includes the immediate clean-up by FUSION BREW employees of all beverage spills, paper trash, or food droppings anywhere in the lobby as may be caused by FUSION BREW customers or products. FUSION BREW shall keep all customer service areas of the leased premises clean at all times and at their own effort and expense. FUSION BREW shall be responsible for their own custodial needs for clean-up after hours and shall completely remove from BUILDING all trash generated from their operation at the conclusion of each shift.
8. **Parking.** COUNTY shall provide FUSION BREW no parking stalls at BUILDING and further, FUSION BREW agrees not to park any employee vehicles or permit

customer vehicles to park in the 200 W. Front Street lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.

9. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises, once FUSION BREW occupies the lobby space, 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 BUILDING, with the exception of FUSION BREW 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 FUSION BREW certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by FUSION BREW 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 FUSION BREW that FUSION BREW 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. FUSION BREW shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

10. **Indemnity Agreement:** FUSION BREW agrees to indemnify and save and hold harmless COUNTY (including its officials, agents, and employees) and the McLean County Public Building Commission, hereinafter referred to as "PBC", (including its officials, agents, and employees), from any loss, liability, claim, action, damages, or costs that may be incurred arising out of or in any way connected with this undertaking, whether or not it arises out of the acts or omissions on the part of FUSION BREW.

11. **Insurance Requirements:**
 - a. **Property Insurance:** For the entire term of this agreement, or any extensions thereof, FUSION BREW shall be responsible for obtaining and maintaining the applicable policies for protecting FUSION BREW against loss or damages to its own furnishings, equipment, personal property in or on the leased premises, and for business income loss. COUNTY and PBC will not reimburse FUSION BREW for loss of business income. FUSION BREW will look to its own policies of insurance for reimbursement. COUNTY and PBC will maintain property insurance for their own interests as dictated by their contractual relationship on ownership and tenancy of BUILDING.

 - b. **Liability Insurance:** FUSION BREW shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of General Liability Insurance with respect to the leased premises and the business operated

by FUSION BREW in the leased premises, and in which the limits of liability shall be as follows:

1. Bodily Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 2. Personal Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 3. Property Damage limits of not less than \$1,000,000.00 per occurrence/aggregate; and
 4. Products and Completed Operations limits of not less than \$100,000.00 per occurrence/aggregate.
 5. COUNTY and PBC shall be named as Additional Insureds in all policies of liability insurance maintained pursuant to this provision.
 6. Insurance carriers shall be admitted to do business in the state of Illinois.
- c. **Added Risk.** FUSION BREW shall also pay for any resultant increases in insurance rates for COUNTY and/or PBC on BUILDING as a result of added risks attributable to this undertaking in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from FUSION BREW's business. FUSION BREW's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after FUSION BREW is given written request for same. COUNTY and PBC shall bill FUSION BREW without notice or negotiation for any rate increases.
12. **Loss of Revenue:** Neither COUNTY nor the PBC shall be responsible for loss of revenue of FUSION BREW in the event that BUILDING is closed for any reason or is rendered unoccupiable, whether or not said closing is the result of actions or inactions taken or not taken by the COUNTY or the PBC, including but not limited to acts of God, weather conditions, epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance, or other similar occurrence that may have a material adverse effect.
 13. **Conduct.** FUSION BREW 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.
 14. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice by FUSION BREW shall be permitted on the outside of BUILDING.
 15. **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.

16. **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.

17. **Hazardous Material.**
 - a. **Prohibition.** FUSION BREW 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 any 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.** FUSION BREW 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 FUSION BREW, its agents, employees, invitees, clients, or licensees, or by the negligence of FUSION BREW, its agents, employees, invitees, clients, or licensees,
 - (i) FUSION BREW shall immediately notify COUNTY of the event;
 - (ii) FUSION BREW shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) FUSION BREW shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) FUSION BREW shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) FUSION BREW shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY and the PBC from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
18. **Survival.** FUSION BREW expressly covenants and agrees that the duties, obligations, and liabilities of FUSION BREW under the preceding paragraph 17(a) and 17(b) shall survive the termination of this lease, and are binding upon FUSION BREW and its successors and assigns.
19. **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 FUSION BREW 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 FUSION BREW 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 FUSION BREW, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or FUSION BREW to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor FUSION BREW shall have any right in or to any award made to the other by the condemning authority.
20. **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 FUSION BREW 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 eighty (180) 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 FUSION BREW shall have the right to terminate this lease agreement, or any extensions thereof.
21. **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 FUSION BREW shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of FUSION BREW shall be appointed by reason of

FUSION BREW's insolvency or inability to pay its debts, or if any assignment shall be made of FUSION BREW'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 FUSION BREW hereunder, by giving FUSION BREW notice in writing of the election of COUNTY to so terminate.

22. **Assignment and Subletting.** FUSION BREW shall not assign or in any manner transfer this lease or any estate or interest herein without the express written prior consent of COUNTY.
23. **Default.** If FUSION BREW shall fail to make any payment of rent 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 FUSION BREW is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if FUSION BREW shall abandon or vacate the premises during the term of this lease agreement, or if FUSION BREW 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 FUSION BREW, 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 FUSION BREW 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 FUSION BREW to COUNTY.
 - b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate FUSION BREW's right to possession and repossess the leased premises without demand or notice of any kind to FUSION BREW, in which case COUNTY may relet all or any part of the leased premises. FUSION BREW shall be responsible for all costs of reletting. FUSION BREW 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 FUSION BREW obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
24. **Termination; Surrender of Possession.**
- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, FUSION BREW shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph nine (9) 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 FUSION BREW's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to FUSION BREW's business and repair any damage caused by such removal.
 - (iv) FUSION BREW 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 FUSION BREW has been removed by FUSION BREW, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by FUSION BREW.
- c. If FUSION BREW 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 FUSION BREW which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to FUSION BREW or to any other person. The failure of FUSION BREW to remove any property from the leased premises shall forever bar FUSION BREW from bringing any action or asserting any liability against COUNTY with respect to such property.
25. **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 FUSION BREW 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 FUSION BREW.
26. **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
Government Center, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County Law and Justice Center, Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to FUSION BREW, LLC:

Mr. Virgil Hovar
1007 Elder Street
Bloomington, Illinois 61701

27. **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.
28. **Compliances:** FUSION BREW agrees to comply, during the term of this lease and any subsequent lease extensions thereof, with all applicable McLean County Health Department codes and regulations and to maintain in good-standing a Health Department food permit at all times. Failure to maintain in good standing the required Health Department food permit shall constitute breach of contract after ten days of any notice to comply issued from the McLean County Health Department. Further, FUSION BREW agrees to comply with all City of Bloomington Building Code and Enforcement Department applicable codes and regulations pursuant to this undertaking as may be required by the City of Bloomington, and requirements of the McLean County Facilities Management Department.
29. **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.

30. **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.
31. **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 FUSION BREW unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
32. **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 thirty (30) days prior written notice of termination to the other party, by abiding by paragraph 26, page eight (8) of this agreement pertaining to all notices.
33. **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.
34. **Laws of Illinois:** 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.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 19th day of August, 2008.

APPROVED:

FUSION BREW, LLC

By: _____
Virgil Hovar-Owner

ATTEST:

By: _____

McLEAN COUNTY

By: _____
Matt Sorensen, Chairman
McLean County Board

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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GEORGE J. CALL
AS A COMMISSIONER OF THE
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of George J. Call on the Adrian Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George J. Call as a Commissioner of the Adrian Drainage District for a term to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to George J. Call and John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GEORGE J. CALL
AS A COMMISSIONER OF THE
BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of George J. Call on the Brokaw-Brining-Bailey-Linton Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George J. Call as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District for a term to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to George J. Call and John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF RUSSELL D. JOHNSON
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Russell D. Johnson as a Commissioner of the Chenoa Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Russell D. Johnson as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Russell D. Johnson and Mr. Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF BYRON JONES
AS A COMMISSIONER OF THE
EASTERBROOK DRAINAGE DISTRICT

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

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Byron Jones as a Commissioner of the Easterbrook Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Byron Jones and Jay Reece, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF HERSCHEL P. KEARNEY
AS A COMMISSIONER OF THE
GRIDLEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Herschel P. Kearney as a Commissioner of the Gridley Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Herschel P. Kearney as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Herschel P. Kearney and Ben Roth, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

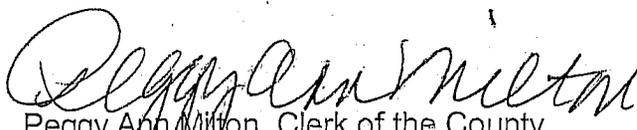
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DONALD W. WALLACE
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Donald W. Wallace as a Commissioner of the Kumler Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald W. Wallace as a Commissioner of the Kumler Drainage District to fulfill a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Donald W. Wallace and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JEFFREY G. ABBEY
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 2, 2008 of Jeffrey G. Abbey as a Commissioner of the Cropsey-Lawndale Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

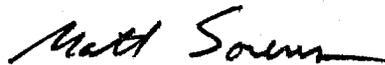
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jeffrey G. Abbey as a Commissioner of the Lawndale-Cropsey Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jeffery G. Abbey and Mr. Tom Brucker, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GREGORY KELLEY
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Gregory Kelley as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

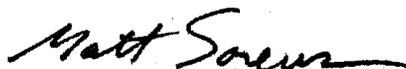
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Thomas Kelley as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Gregory Kelley and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF TERRY L. BROWN
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Terry L. Brown as a Commissioner of the Patton Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Terry L. Brown as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Terry L. Brown and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF WARREN J. BANE
AS A COMMISSIONER OF THE
PRAIRIE CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Warren J. Bane as a Commissioner of the Prairie Creek Drainage District, it is advisable to consider an appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Warren J. Bane as a Commissioner of the Prairie Creek Drainage District for a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Warren J. Bane and John Pratt, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

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

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

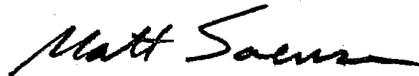
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a Commissioner of the Sabina Drainage District for a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and John Yoder, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

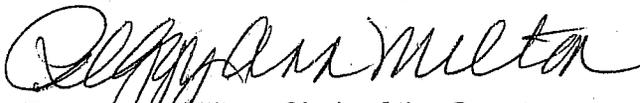
ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF KENT MOREFIELD
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Kent Morefield as a Commissioner of the Sangamon River Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

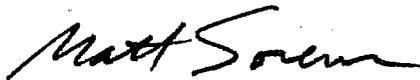
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Morefield as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kent Morefield and Hunt Henderson, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JIM RAFFERTY
AS A COMMISSIONER OF THE
SOUTH EMPIRE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Jim Rafferty as a Commissioner of the South Empire Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

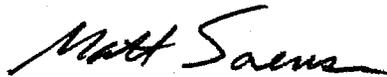
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jim Rafferty as a Commissioner of the South Empire Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jim Rafferty, the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

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

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

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and Hunt Henderson, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JEROME DENZER
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Jerome Denzer on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jerome Denzer as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Jerome Denzer and John Yoder, Attorney at Law, as well as the County Auditor, County Clerk and County Administrator's Office.

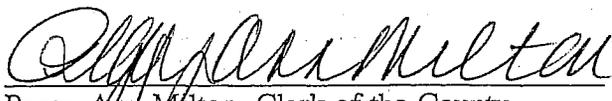
Adopted by the County Board of McLean, County, Illinois this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOYCE KATH
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Joyce Kath on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

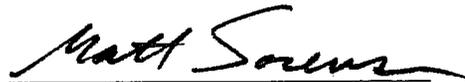
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joyce Kath as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Joyce Kath and John Yoder, Attorney at Law, as well as the County Clerk, County Auditor and County Administrator's Office.

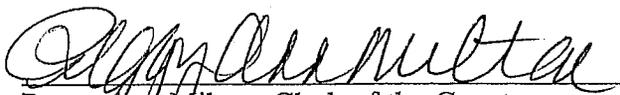
Adopted by the County Board of McLean, County, Illinois this 19th day of August 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JUDY MOHR
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Judy Mohr on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

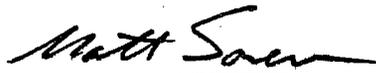
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Judy Mohr as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this resolution of reappointment to Judy Mohr and John Yoder, Attorney at Law, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean, County, Illinois this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF CARL SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Carl Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

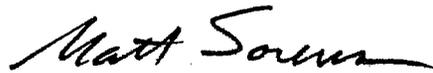
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Carl Schippert as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this Resolution of Reappointment to Carl Schippert and John Yoder, Attorney at Law, as well as the County Clerk, County Auditor and County Administrator's Office.

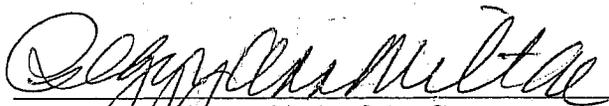
Adopted by the County Board of McLean, County, Illinois this 19th day of August 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOYCE SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Joyce Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

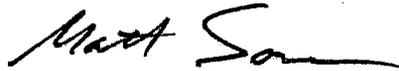
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joyce Schippert as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this Resolution of Reappointment to Joyce Schippert and John Yoder, Attorney at Law, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean, County, Illinois this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF STEVE SCHIPPERT
AS A TRUSTEE OF THE LANTZ CEMETERY DISTRICT

WHEREAS, due to the expiration of term of Steve Schippert on the Board of Trustees of the Lantz Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

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

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Steve Schippert as a Trustee of the Lantz Cemetery District for a six-year term scheduled to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a certified copy of this Resolution of Reappointment to Steve Schippert and John Yoder, Attorney at Law, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean, County, Illinois this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF JEFF WILCOX
AS A MEMBER OF THE BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

WHEREAS, due to the resignation of Kurt Moser as a member of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jeff Wilcox as a member of the Bloomington Township Public Water District to complete a five year term to expire on the first Monday in May, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Jeff Wilcox and Mr. Dan Deneen, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

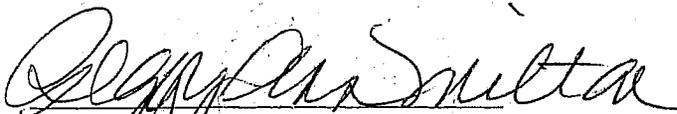
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF DOUG HUSKEY
AS A MEMBER OF THE ELLSWORTH FIRE PROTECTION DISTRICT**

WHEREAS, due to the resignation of Brian Dirks as a member of the Ellsworth Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

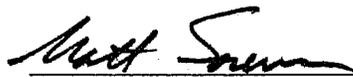
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Doug Huskey as a member of the Ellsworth Fire Protection District to complete a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Doug Huskey and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

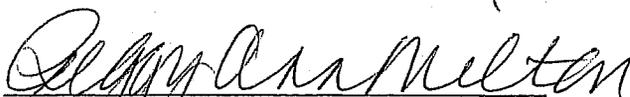
Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF PAUL UMMEL
AS A COMMISSIONER OF THE
MARTIN TOWNSHIP DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Beecher as a Commissioner of the Martin Township Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Paul Ummel as a Commissioner of the Martin Township Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Paul Ummel and James DePew, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION OF APPOINTMENT OF NEALE McCORMICK AS A
MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

WHEREAS, due to the expiration of term of Mr. Jeff Kowalczyk, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Neale McCormick for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Mr. Neale McCormick and to the Director of the McLean County Regional Planning Commission, as well as the County Auditor, County Clerk and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 19th day of August 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF DARYL HANEY
AS A COMMISSIONER OF THE
YATES DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Herbert F. Miller as a Commissioner of the Yates Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

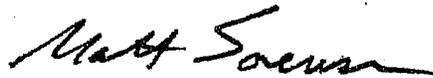
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Daryl Haney as a Commissioner of the Yates Drainage District for a term of three years to expire on the first Tuesday in September, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Daryl Haney and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of August, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

Members Gordon/Owens moved the Consent Agenda approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Rackauskas voted present on item E1a.

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

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING and ADOPTING an AMENDMENT to the
RULES of the COUNTY BOARD of McLEAN COUNTY

WHEREAS, the McLean County Board adopted the *Rules of the County Board of McLean County* on February 20, 2007; and,

WHEREAS, the McLean County Board deems it necessary and appropriate to amend the Preamble to its *Rules* to incorporate the Recommendations presented by Mr. Robert T. Kearney in his report to the Board dated June 13, 2008; and,

WHEREAS, the McLean County Board deems it necessary and appropriate to amend Section 5.11-3 of the *Rules* governing who shall serve as Temporary Chairman at a Standing Committee meeting when both the Chairman and Vice Chairman are absent; now, therefore,

BE IT RESOLVED that the Preamble of the *Rules of the County Board of McLean County* shall be amended by adding the following paragraphs:

8. Be dedicated to and act in accordance with the highest ideals of honor and integrity in all public and personal relationships that are related to his/her responsibilities as a Board member, in order that the member may merit the respect and confidence of their fellow Board members, other elected officials and employees, and the public.

9. Handle all personnel matters that may come before the Board on the basis of merit so that fairness and impartiality govern a member's actions pertaining to all employment and personnel issues.

BE IT FURTHER RESOLVED that Section 5.11-3 of the *Rules* shall be amended by adding the following:

Section 5.11-3 Appointment of Standing Committees: The Chairman shall appoint the members of all standing committees not later than the December Board meeting in each year in which the Board elections are held, subject to approval by the members of the Board. Members of standing committees shall serve for two years. The first member named shall be Chairman and the second named shall be Vice Chairman. The third named shall serve as Temporary Chairman in the absence of the Chairman and Vice Chairman.

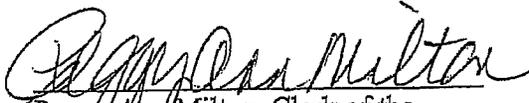
This amendment shall become effective immediately upon and after its adoption.

(2)

ADOPTED by the McLean County Board this 19th day of August, 2008.

ATTEST:

APROVED:



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



Matt Sorensen, Chairman
McLean County Board

Member Selzer/Bostic moved the County Board approve the Six Reappointments to the Lantz Cemetery District which were removed from the Consent Agenda. Member Sorensen stated the following: I would like for us to send a letter to the District suggesting they look at their by-laws so that they will not have all seven terms expire at one time. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Vice-Chairman, presented the following:

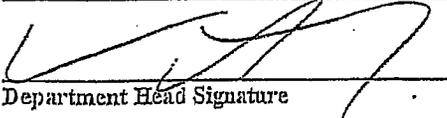
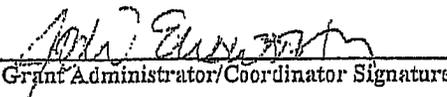
McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> State's Attorney's Office	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Domestic Violence Multi Disciplinary Team Program	<u>Grant Date:</u> Start: 9/1/2008 End: 8/31/2009
<u>Grant Amount:</u> \$76,386.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 9/1/2008
<u>Match Amount (if applicable):</u> Required Match :\$25,462.00 Overmatch: \$34,421.68	<u>Source of Matching Funds (if applicable):</u> State's Attorney's Office
<u>Grant Total Amount:</u> \$136,269.68	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information																											
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																										
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Grant Expense Chart																											
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	<u>Description of subcontracting costs:</u> N/A																										
	<u>Other requirements or obligations:</u> N/A																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

	7/28/08
Department Head Signature	Date
	7/28/08
Grant Administrator/Coordinator Signature (if different)	Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman	Date

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
None	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	\$ 1,215.00	6		\$ 6,190.17	\$ 1,099.83	\$ 7,290.00
PerDiem	\$ 42.00	6	5	\$ 1,260.00	\$ -	\$ 1,260.00
Lodging	\$ 115.00	6	5	\$ 3,450.00	\$ -	\$ 3,450.00
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 10,900.17	\$ 1,099.83	\$ 12,000.00

* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

3 people attending 2 conferences each totals 6 units of airfare, per diem & lodging. Therefore, the "number of people" is shown as 6. Lodging is an estimated figure of \$100 plus 15% tax per night for 5 nights per conference. Total cost per person per conference (airfare, per diem & lodging) would be \$2,000 (a total of \$12,000 for 3 people to attend 2 conferences

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 3,000.00	\$ -	\$ 3,000.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.
(See Attached Budget Instructions)

Total shown is for three people to attend two conferences each during the grant term with a registration fee of \$500.00 per person per conference. 3 people x 2 conferences each = 6 conference units, at a cost of \$500 each (6 x \$500 = \$3,000).

	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
GRAND TOTAL			
PERSONNEL SERVICES	\$ 62,485.83	\$ 58,783.85	\$ 121,269.68
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 10,900.17	\$ 1,099.83	\$ 12,000.00
CONTRACTUAL	\$ 3,000.00	\$ -	\$ 3,000.00
TOTAL COST	\$ 76,386.00	\$ 59,883.68	\$ 136,269.68

All procurements must be competitive

Memo

To: Honorable Members of the Justice Committee
From: Bill Yoder
CC: Chief Judge Elizabeth A. Robb
Date: 7/21/2008
Re: Domestic Violence Grant

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. We have completed four years of this grant and have been approved for two more years of the grant with a required renewal after each year. The fifth year of the grant funding is \$76,386 and covers one (1) Assistance State's Attorney and an additional Assistant State's Attorney's salary is provided for match for 60% of her time spent working with Domestic Violence cases.

The Project Coordinator and I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

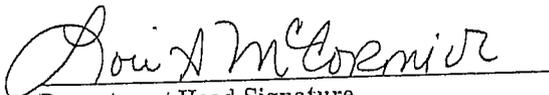
<u>Requesting Agency or Department:</u> Adult Court Services		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 9/1/2008 End: 8/31/2009
<u>Grant Title:</u> Multi Disciplinary Domestic Violence Grant		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 9/1/2008	
<u>Grant Amount:</u> \$50,923.00		<u>Source of Matching Funds (if applicable):</u> McLean County Court Services	
<u>Match Amount (if applicable):</u> Required Match :\$16974.00 Overmatch: \$76,060.00		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<u>Grant Total Amount:</u> \$143,957			
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Grant Costs Information

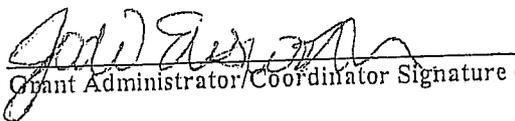
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
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GRANT TOTAL	\$143,956.48																										
		<u>Description of subcontracting costs:</u> N/A																									
		<u>Other requirements or obligations:</u> We have funded trainings as well as cell phone service under the federal dollars portion of this budget.																									

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

7.23.08
Date


Grant Administrator/Coordinator Signature (if different)

7/24/08
Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

Form Date: 4/21/06

McLean County Court Services

Budget & Budget Narrative

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Probation Officer- Match	\$ 44,824.00			\$ -	\$ 44,824.00	\$ 44,824.00
Project Coordinator	\$ 34,228.00	12	100%	\$ 34,228.00	\$ -	\$ 34,228.00
Probation Officer- Match	\$ 43,708.00			\$ -	\$ 43,502.00	\$ 43,502.00
Probation Supervisor	\$ 47,080.00		10%	\$ -	\$ 4,708.00	\$ 4,708.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
		Total FTE	1.10	\$ -	\$ -	\$ -
		Total Salary		\$ 34,228.00	\$ 93,034.00	\$ 127,262.00
		Fringe Benefits (Use figure from Fringe Benefit Worksheet)		\$ 8,873.00	\$ -	\$ 8,873.00
		TOTAL PERSONNEL SERVICES		\$ 43,101.00	\$ 93,034.00	\$ 136,135.00

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)
 Two DV Probation Officer's Salaries will be used as Match for a total of \$44,824.00 for Probation officer I and 43,502.00 for probation officer position II. Fringe Benefits will not be covered under this grant. The probation officers will maintain contact with domestic violence offenders to ensure probation compliance. The probation officer will also attend monthly team meetings and report data and fiscal information to the Project Coordinator in order to submit quarterly data reports.

The Project Coordinator Position will be funded under the personnel portion of the court services department. The salary of this position that is being requested for use of federal dollars is \$34,228.00. A total fringe rate of \$8,873.00 is being requested to cover benefits for the Project Coordinator. This total between the fringe and the salary will total \$43,101.00. The Project Coordinator will be responsible for maintaining compliance of the grant through data and fiscal reporting and holding monthly team meetings to address Domestic Violence issues.

The Probation Supervisor will provide assistance with the Domestic Violence Offender Case Load. This position will provide supervisory responsibilities over the two DV probation officers. Time sheets will be kept for this position. An annual salary of \$47080 is paid for this position. 10% of this positions time will be spent on this program as match. The total match contribution will be \$4,708.00. Benefits will not be covered under this grant.

Budget & Budget Narrative

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

McLean County Court Services

Budget & Budget Narrative

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	400	4		\$ 2,000.00	\$ -	\$ 2,000.00
PerDiem	\$ 42.00	4	4	\$ 840.00	\$ -	\$ 840.00
Lodging	\$ 150.00	4	3	\$ 2,250.00	\$ -	\$ 2,250.00
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 5,090.00	\$ -	\$ 5,090.00

* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

\$400 dollars per airfare equals \$400 for airfare for each probation officer and deputy director supervisor to fly to a training for a total of \$1,200. Then the PC will attend two trainings with airfare of \$400 each for a total of \$800. The total airfare for trainings will total \$2,000.00.

Per Diem for the 3 probation officers will total \$42 a day for 4 days for a total of \$168 each person for a total of \$504.00 Then the Project Coordinator is requesting to attend two trainings with per diem of \$42 a day for 4 days for each training. So for each trip \$168 of per diem will be expended for a total of \$336.00. The total per diem costs for the 3 probation officers and the Project Coordinator will total \$804.00

Lodging costs for 3 probation officers of \$150 a day for 3 days equals \$450 for each probation officer for a total of \$1350.00. The Project Coordinator is attending two conferences with lodging at \$150 a night for 3 nights equalling \$450 for each of the two trainings for a total of \$900.00 for the Project Coordinators lodging. The total lodging expenses for 3 probation officers and the project coordinator totals \$2,250.00

Three (3) DV probation officers will attend one national training and the Projecto Coordinator would be attending two national conferences in the upcoming year. The project Coordinator will come back and train the MDT team on the information learned at both trainings being requested to attend.

McLean County Court Services

Budget & Budget Narrative

Budget & Budget Narrative	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
CONTRACTUAL							
Cell Service	\$ 19.29				\$ 231.48	\$ -	\$ 231.48
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ 2,500.00				\$ 2,500.00	\$ -	\$ 2,500.00
Other: (Specify)					\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 2,731.48	\$ -	\$ 2,731.48

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

Three (3) DV probation officers would attend a training session in the upcoming year and the Project Coordinator will attend two national trainings.

The cell phone is for the Project Coordinator.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL	\$ 43,101.00	\$ 93,034.00	\$ 136,135.00
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 5,090.00	\$ -	\$ 5,090.00
TRAVEL	\$ 2,731.48	\$ -	\$ 2,731.48
CONTRACTUAL			
TOTAL COST	\$ 50,922.48	\$ 93,034.00	\$ 143,956.48

All procurements must be competitive

Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth A. Robb
Date: 7/21/2008
Re: Domestic Violence Grant

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. We have completed three years of this grant and have been approved for two more years of the grant with a required renewal after each year. The fifth year of the grant funding is \$50,923 and covers the Grant Project Coordinator's position as well as training for three (3) Probation Officers.

Due to a reduction in funding for many federal grants each county office was looking for ways to fund all of the necessary staff without budget overages. A resolution to this problem was to move the Project Coordinator position from the State's Attorney's Office to the Court Services budget to utilize their grant funds and to allow Court Services staff to attend Domestic Violence related trainings in the upcoming grant year.

I have attached a copy of the county's grant information form for your review and approval.

The Project Coordinator and I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.

Members Selzer/Owens moved the County Board approved the Request for Approval of Resolution to Amend the Rules of the County Board of McLean County - Rules Subcommittee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the following: the General Report can be found on pages 35-42.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

Agencies will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for their review. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

Agencies shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Agencies using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES / BILLING

Each agency will pay the City of Bloomington an annual fee of seven thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility for 2008-2009. This fee shall be paid on January 1st of each year and shall represent payment for use from previous July 1 to current year June. The fee shall be the same regardless of the number of times the agency uses the facility during the year. Fees will increase three percent (3%) each July 1st, starting 2009, payable January 2010.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of July 1st. However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house", and increase the size of the rifle range, if feasible. If an agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do

so, until the Chief or his designee can verify and document the problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty days notice of such intention to the other parties to this Agreement before June 1st of any year effective July 1st of that year.

IX. TERM

This Agreement shall remain in full force and effect for a period of 1 year, beginning on July 1, 2008 and terminating on June 30, 2009. Payment is due January 1, 2009.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void

this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

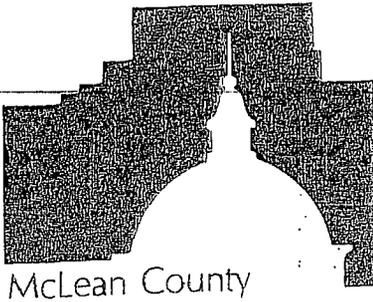
ATTEST: _____
Bloomington City Clerk

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk



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

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

July 28, 2008

To: The Honorable Chairman and Members of the Justice Committee
From: Sheriff Mike Emery
RE: August 5, 2008 Justice Committee Agenda

I would respectfully request that the following three items be placed on the August 5th Justice Committee Agenda for Action, and the remaining two items be placed on the Agenda for Information.

Action

1. **Renewal of Intergovernmental Agreement between the City of Bloomington, the County of McLean and the Town of Normal Regulating the Use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington.**

The McLean County Sheriff's Office utilizes the Bloomington Police Range for practice and annual qualification. The current agreement expired June 30, 2008. The new three year agreement is requested in order to continue our participation in firearms practice and qualification. Our annual fee remains the same for 2008. In 2009 and 2010, we will experience a 3% increase. The increase is attributed to the capital improvements of the range facility scheduled by the City of Bloomington.

2. **Renewal of Identix Agreement.**

The Identix annual maintenance agreement for livescan digital fingerprinting scanner is utilized to transfer inmate fingerprints to the Bureau of Identification for the State of Illinois.

3. Intergovernmental Agreement between McLean County Sheriff's Office and Olympia School District.

The Olympia School District has asked the McLean County Sheriff's Office for assistance in supplying a School Resource Officer for the Olympia School District #16. This position is proposed to begin for the 2008-2009 school year. Olympia has agreed to fund 75% of the cost.

Information

- 1. McLean County Detention Facility Population Report**
- 2. Report regarding performance of StarCom radio system at State Farm on July 7, 2008**

If you have any questions prior to the meeting, please feel free to contact me.

Respectfully,



Mike Emery
Sheriff

Members Renner/Harding moved the County Board approved Requests for Approval of a Domestic Violence Multi- Disciplinary Team Grant Extension of \$76,386.00 and a Domestic Violence Multi- Disciplinary Team Grant Extension of \$50,923.00 from the Illinois Criminal Justice Information Authority for Fiscal Year 2008-2009 - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion

Member Renner, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF MCLEAN, OLYMPIA
COMMUNITY UNIT SCHOOL DISTRICT 16, AND
THE MCLEAN COUNTY SHERIFF**

This Agreement entered into this ____ day of _____, 2008 between the County of McLean (hereinafter "County"), Olympia Community Unit School District No. 16 (hereinafter "Olympia"), and the McLean County Sheriff (hereinafter "Sheriff"), pursuant to the following terms and conditions.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation.

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- 1. Purpose.** This Agreement establishes and delineates the mission of the School Resource Officer, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between police officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.
- 2. Mission.** The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning Sheriff's Deputies to school facilities on a *full-time* basis during the regular school year. The SRO Program accomplishes the mission by creating and maintaining safe, secure and orderly learning environment to students, teachers and staff. The SRO Program will strive to establish a trusting channel of communication with students, parents and teachers. SRO's will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. SRO's will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge

of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRO's will serve as a confidential source of counseling for students and parents concerning law-related problems they face as well as providing information on community resources available to them.

3. Organizational Structure

A. Composition. The SRO Program will consist of one (1) full-time Sheriff's Deputy who is a Certified Police Officer and meet all requirements as set forth by the Sheriff's Rules and Regulations.

B. Supervision. The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Sheriff. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the Sheriff. On a daily basis, the SRO will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators and carry out tasks as requested, however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Sheriff's chain of command.

C. Relationship of Parties. The County and the assigned deputy shall have the status of an independent contractor for purposes of this Agreement. The deputy assigned to Olympia shall be considered to be an employee of the County and shall be subject to its control and supervision. The assigned deputy will be subject to current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the Olympia to accomplish the goals of this Agreement is a County employee and that no rights under County employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the Sheriff to accomplish the goals of this Agreement is an Olympia employee and that no rights under school district employment, retirement, of personnel rules accrue to such person.

4. Procedures.

A. Concept. SROs are first and foremost the Sheriff's law enforcement officers. SROs shall be responsible for carrying out all duties and responsibilities of a deputy sheriff and shall remain at all times under the control, through the chain of command of the Sheriff. All acts of commission or omission shall conform to the Sheriff's Rules of Conduct. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role. SROs report directly to the SRO Sheriff's supervisor in connection with the assignment of law enforcement instructions and not to the law enforcement duties. SROs are not formal counselors and will not act as such, however, they are to be used as a law-related resource to assist students, faculty, staff and all persons involved with the Olympia. SROs are to be used as instructors of law enforcement topics, and will provide instruction when Olympia requests, under the supervision of a certified teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Sheriff's responsibilities of the SRO will include, but not be limited to:

- 1. To enforce criminal law and protect the students, staff, and public at large against criminal activity;**
- 2. Provide information concerning questions about law enforcement topics to students and staff;**
- 3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills when Olympia requests it under supervision of a certified teacher;**
- 4. Coordinate investigative procedures between Police and school administrators;**
- 5. Provide law-related counseling on a limited basis to students, staff and faculty;**
- 6. Handle initial police reports of crime committed on campus;**
- 7. Take enforcement action on criminal matters when appropriate;**
- 8. Wear an approved police uniform at all times or other apparel approved by the Sheriff;**

9. **As the need arises, and when mutually agreed to by and between the parties, attend school special events and non-regular school year functions as assigned by the Sheriff and requested by the school administrators.**

C. Enforcement. Although SROs have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations may be issued and arrest made when appropriate and in accordance with Sheriff's standard operating procedure.

5. Equipment and Working Conditions

A. County Responsibilities. The County shall provide one (1) SRO deputy who has or will obtain training from the Cops in Schools Regional Training Program within six months of the execution of this agreement as an SRO. Each officer shall be a fully equipped non-probationary Sheriff's Deputy in good standing. Olympia may participate in interviews of candidates for the SRO deputy and may provide recommendations for the position; however, the Sheriff retains the final authority to employ and assign the deputy to the position.

B. Olympia's Responsibilities. Olympia shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. **Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes;**
2. **A location for files and records, which can be properly locked and secured;**
3. **A desk with drawers, chair, worktable, and filing cabinets;**
4. **Access to and encouragement of classroom participation by SROs;**
5. **Opportunity for SROs to address teachers and school administrators about the SRO Program, goals, and objectives.**

C. Olympia shall assign one of its administrators or teachers to the Cops in Schools Regional Training Program within six months of the execution of this agreement.

D. Reporting of Serious Crimes. If an investigation by a school official into a student disciplinary matter uncovers evidence of a serious crime as defined as defined by law, the school official shall notify the SRO, the student's parents or guardians, and the appropriate school personnel. The SRO officers shall comply with the Illinois School Student Records Act (105 ILCS 10/1 et seq.) The records release must be necessary for the discharge of the officer's duties, and the student records will not be disclosed to any other party except as provided under law or order of court.

6. Time and Place of Performance. The Sheriff will endeavor to have an SRO available for duty at the assigned school each day that the school is in session during the regular school year. The Sheriff is not required to furnish substitute officers on days when regular SRO is absent due to illness, other authorized leave or Sheriff's training requirements, unless the absence is anticipated to be three (3) or more days in duration, in which case a substitute will be assigned. The SRO will inform school administrators when an absence is anticipated. The Sheriff at all times maintains the authority to reassign an officer to other duties, whether on a temporary basis or permanent basis.

7. Evaluation. It is mutually agreed that Olympia shall evaluate annually the SRO Program and the performance of each SRO with forms developed jointly by the parties. The evaluation shall be shared with the Sheriff. It is further understood that Olympia's evaluation of each officer is advisory only and the Sheriff retains the final authority to evaluate the performance of the SRO. Olympia may request that an SRO be reassigned or replaced by the Sheriff.

8. Reimbursement. The intent of the parties is that Olympia shall reimburse McLean County for the partial cost of one (1) deputy for the program. Accordingly, the cost set forth herein is the total cost to be paid by Olympia and not calculated on an hourly basis or actual time basis but for the program as a whole. Olympia shall pay an annual cost of 75% of the SRO's salary and fringe benefits for each of the four years under this Agreement, provided the amount paid hereinunder shall not exceed \$45,000 for the first year. The not to exceed amount to be paid by Olympia for each of the remaining three years of this agreement shall be determined by the mutual approval of the parties no later than April 1st of each of the remaining three years of this agreement. Installments are to be paid on a monthly basis upon invoice from the County. The payments shall be made payable to the McLean County Sheriff's Department, 104 West Front Street, Bloomington, IL 61701.

9. **Term of the Agreement.** The term of the agreement is four years commencing on the ____ of August, 2008 and ending on the ____ of August 2012.

10. **Insurance and Indemnification.** The County agrees to the extent allowed by law to hold Olympia, its agents and employees free, harmless and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO officers. Olympia agrees to the extent allowed by law to hold the County, the Sheriff, their agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the Olympia agents or employees.

11. **Termination.** Any party shall be entitled to terminate this Agreement upon giving ninety (90) calendar days advance, written notice to the other parties. The parties shall continue to perform their respective duties and obligations under this Agreement through the effective date of said termination.

The foregoing shall constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

County of McLean,

ATTEST:

Chairman, McLean County Board

Clerk of the County Board of
McLean County, Illinois

McLean County Sheriff,

Olympia Community Unit School
District No. 16,

ATTEST:

President, Board of Education

Clerk, Board of Education

Members Renner/Cavallini moved the County Board approved the Request for Approval of Renewal of Intergovernmental Agreement between the City of Bloomington, the County of McLean and the Town of Normal Regulating the Use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

An ORDINANCE of the McLEAN COUNTY BOARD
INCREASING THE FILING FEE IN ALL CIVIL CASES
TO FUND THE NEUTRAL SITE CUSTODY EXCHANGE PROGRAM
OF THE FAMILY VISITATION CENTER

WHEREAS, the Children's Foundation has proposed that the McLean County Circuit Court support an increase in the filing fee in all civil cases to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may increase the filing fee in all civil cases up to \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may require the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government; and,

WHEREAS, on March 12, 2008, the McLean County Circuit Court unanimously agreed to support increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, the McLean County Circuit Court recommends that the County Board adopt an Ordinance increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of August 1, 2008; and,

WHEREAS, the Justice Committee, at its regular meeting on August 5, 2008, recommended to the County Board that, pursuant to 55 *ILCS* 82/1, the filing fee in all civil cases be increased \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of September 1, 2008; now, therefore,

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

- (1) Pursuant to 55 *ILCS* 82/1, the County Board hereby increases the filing fee in all civil cases \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.
- (2) Pursuant to 55 *ILCS* 82/1, the County Board hereby requires the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange Act fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases,

(2)

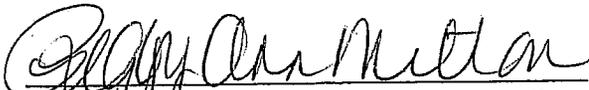
except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.

- (3) Pursuant to 55 ILCS 82/1, the County Board hereby establishes September 1, 2008 as the effective date of this Ordinance and hereby provides notice to the Circuit Court Clerk of the effective date to commence the charges and collection of this fee.
- (4) Pursuant to 55 ILCS 82/1, the County Board hereby directs the County Treasurer to establish a Special Revenue Fund designated as the Neutral Site Custody Exchange Act Fund.
- (5) Pursuant to 55 ILCS 82/1, upon monthly remittance of the fees collected by the Circuit Court Clerk, the County Treasurer shall deposit the fees in the Neutral Site Custody Exchange Act Fund.
- (6) Pursuant to 55 ILCS 82/1, the County Board shall make and approve disbursements from the Neutral Site Custody Exchange Act Fund to one or more qualified not-for-profit organizations that operate within the County based on each such organization's proportionate share of the total number of neutral site custody exchanges handled by all such organizations in the County during the year prior to the grant application.
- (7) In the event that federal grant funding for the federal fiscal year beginning October 1, 2008 is approved for the McLean County Family Visitation Center, then the County Board shall immediately consider rescinding this Ordinance.
- (8) The County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit Court, the Circuit Court Clerk, the County Treasurer, and the County Administrator.

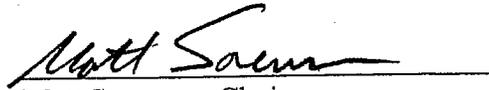
ADOPTED by the McLean County Board this 19th day of August, 2008.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

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OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

July 31, 2008

To: The Honorable Chairman and Members of the Justice Committee

From: John M. Zeunik
Terry Lindberg
Chris Behrns

Re: Family Visitation Center – Neutral Site Custody Exchange Fee

At the July 22, 2008 County Board meeting, the Board voted to refer the proposed fee increase to support the Neutral Site Custody Exchange program currently operated by the Children's Foundation to the County Administrator's Office for further review.

I. Background and History

The McLean County Domestic Violence Task Force first convened in 1993. One of their tasks was to improve the safety of visitations and child exchanges. The McLean County Domestic Violence team continues to meet on a monthly basis. In June, 1998, local officials identified the need for a neutral site custody exchange program. In 1999, the Children's Foundation (TCF) and Partners for Community (PFC) offered to collaborate on the development of such a site. Gathering information on program design and service delivery from the Umbrella Tree program in Thief River Falls, MN, the McLean County Family Visitation Center (FVC) was opened in September, 1999.

Funding was first available through the Illinois Violence Prevention Authority (IVPA) pilot grant which ended in 2001. In July, 2001, FVC services operated on a part-time basis, with funding from a one-time grant of \$10,000.00 approved by the McLean County Board and contributions from churches, individual donations, and in-kind donations from TCF.

In March, 2002, the FVC was awarded a 2 year Safe Havens grant of \$223,559.00 from the U. S. Department of Justice. The FVC was awarded a second 2 year federal grant totaling \$347,568.00. A third federal grant of \$349,796.00 funded the program through September 30, 2008. The Safe Havens grants allowed the FVC to run a seven day neutral site custody exchange program, provide extensive training and outreach opportunities, and collaborate with other similar programs across the country, as well as

items (e.g. secure locks, cameras and monitors) and to offer a comprehensive program of services. The FVC has submitted an application for another Safe Havens federal grant for the period beginning October 1, 2008. In past grant cycles, there was an indication that funding was forthcoming at least 30 to 60 days before the grant period, and that has not occurred at this point.

The FVC strives to fulfill the following objectives:

- Provide a safe and neutral location for non-custodial parents to maintain contact with their children,
- Prevent child abuse,
- Reduce the potential for harm to victims of domestic violence,
- Enable an ongoing relationship between the non-custodial parent and child,
- Facilitate appropriate child/parent interaction during supervised contact,
- Help build safe and healthy relationships between parents and children,
- Where appropriate, provide written factual information to the court regarding supervised contact.

The FVC is currently open 9:00 am – 9:00 pm, seven days a week. The operation serves an average of 22 families per week and there is currently a waiting list of 4 families. The FVC averages 14 supervised visits and 8 exchanges per week. Supervised visits involve the non-custodial parent visiting with the child in a supervised setting, in which a trained facilitator monitors the behavior and interaction between the child and parent and then makes a recommendation on whether the parent should be granted non-supervised partial custody of the child.

Local Family Visitation Center staff note that the McLean County program is one of only nine family visitation centers in the state. The nine cited programs are supported by either participant fees or dedicated filing fees.

The Family Visitation Center is one of 13 major programs operated by the McLean County division of the Children's Home and Aid Society of Illinois (CHASI), formerly known as the Children's Foundation. The fiscal year 2009 budget for all of these programs totals more than \$4 million dollars, comprised of federal and state grants, restricted and unrestricted donations, program participant fees and other miscellaneous funding sources.

II. Future Options

To continue operations of the Neutral Site Custody Exchange program, the FVC is requesting County Board approval of an additional filing fee on all civil cases. The Neutral Site Custody Exchange Funding Act 55 /LCS 82/1 was passed by the General Assembly and signed into law in 2000. It provides that a County Board may vote to

authorize the addition of a civil case filing fee of not less than \$1.00, nor more than \$8.00, to be paid at the time of filing. For your information, the standard civil case filing fee is currently \$223.00, while the small claims filing fee is currently \$73.00. An \$8.00 increase in the civil case filing fee represents a 3.58% increase in the civil case filing fee for a standard civil filing, and an 11% increase in the filing fee for a small claims case.

The County Board has approved two increases in Court filing fees in the past years. In August, 2006, the Board approved a \$10.00 fee to be assessed on all civil cases to support the Law Library. In June, 2006, the Board approved an increase of \$5.00 in the Civil Case filing fee to support the Children's Waiting Room in the Law and Justice Center. In August, 2006, to support the County's Drug Court, the Board approved a \$5.00 and a \$10.00 fee to be paid by the defendant in specific criminal cases upon the order of the Court as a result of a conviction or court ordered supervision. In April of this year, to support the Children's Advocacy Center, the Board approved a \$15.00 fee to be paid by the defendant upon the order of the Court as a result of a conviction or court ordered supervision.

At the previous meeting of the Justice Committee, the FVC projected that an \$8.00 civil case filing fee would generate estimated \$60,000.00 in revenue (an average of 7,500 cases). However, in many instances, there will be more than one filing per case. On the other hand, there are some cases that would not require any filings at all. We have carefully assessed the yield on the proposed neutral site custody fee and estimate that every \$1.00 of additional fees would result in \$10,000.00 of new annual revenue, i.e., an \$8.00 fee would raise \$80,000.00 annually.

To get a better estimate of how many filings would be collected, the following table has been constructed. The 2003-2007 Average is the average of cases from 2003 to 2007. The factor is an estimate of how many filings will be collected per case. The total filings are the average multiplied by the factor.

<u>Civil Case</u>	<u>2003-2007 Avg.</u>	<u>Factor</u>	<u>Total Filings</u>
Adoption	84	0.00	0
Arbitration	678	2.00	1,356
Chancery	514	2.00	1,028
Dissolution	629	1.33	836
Eminent Domain	3	0.00	0
Family	441	2.00	882
Law	200	2.00	400
Law (Minor)	1,139	1.33	1,515
Municipal Corp.	0	0.00	0

<u>Civil Case</u>	<u>2003-2007 Avg.</u>	<u>Factor</u>	<u>Total Filings</u>
Mental Health	154	0.00	0
Misc. Remedy	271	0.80	217
Order for Protection	204	0.00	0
Probate	290	1.00	290
Small Claims	2,685	1.33	3,571
Tax	1	1.00	1
<u>Total</u>			<u>10,095</u>

III. Staff Recommendation

Discussions with FVC staff and a review of previously submitted materials suggest a limited, 30 hour per week neutral site exchange program could be operated without any federal funding, relying solely on filing fees at the \$8.00 level.

Friday 9:00 a.m. - 8:00 p.m.
 Saturday 9:00 a.m. - 6:00 p.m.
 Sunday 9:00 a.m. - 5:00 p.m.
 Wednesday 5:00 p.m. - 7:00 p.m.

If the County Board supports the continued existence of a neutral site custody exchange program, the statutorily authorized increase in the civil case filing fee should be enacted at the \$8.00 level. The statute provides that the FVC will need to obtain approval from the Chief Judge annually prior to receiving filing fee revenue. If federal grant funds are awarded, consideration should be given to rescinding the filing fee increase or withholding a grant to the FVC until federal funds are fully exhausted.

The total projected expenditures to operate a 30 hour per week program total \$79,285.00. Below is the projected budget for a 30 hour per week program.

Program Supervisor:	1.0 FTE	\$36,500.00
Visitation Facilitator	0.5FTE	13,000.00
Benefits		13,365.00
Total Salaries & Benefits		\$62,865.00

Specific assistance to clients:

The Honorable Chairman and Members of the Justice Committee
July 31, 2008
Page Five

\$80.00 per month to assist victim & children with transportation to FVC:	960.00
\$40.00 per month for snacks & drinks:	480.00
\$80.00 per month for infant items:	960.00

Total Specific Assistance:	\$ 2,400.00
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Staff mileage:	2,500.00
Postage:	420.00
Office Supplies:	600.00
Spanish Translator:	3,000.00
Neville House pass-through: (for domestic violence training)	3,000.00
Telephone:	1,500.00
Utilities:	2,400.00
Maintenance:	600.00

Total:	\$14,020.00
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Total Operating Budget – 30 Hour per Week:	<u>\$79,285.00</u>
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If there is no additional funding, the proposed \$8.00 increase in the civil case filing would generate \$80,760.00 in revenue (10,095 multiplied by \$8.00). Therefore, an increase of \$8.00 in the civil case filing fee will likely fund the operating budget for a 30 hour per week neutral site custody exchange program. Over time, the personnel and benefit expenses and contractual operating expenses are likely to increase. Therefore, the Children's Foundation will need to continue soliciting additional donations and other grant funding to support this program since an increase in the number of civil case filings is the only factor that will generate an increase in revenues attributable to the \$8.00 civil case filing fee.

We will be pleased to discuss this recommendation with the Committee members.

Thank you.

Members Renner/Rackauskas moved the County Board approve the Request for Approval of an Ordinance of the McLean County Board Increasing the Filing Fee in all Civil Cases to fund the Neutral Site Custody Exchange Program of the Family Visitation Center – Circuit Court. Member Selzer stated the following: this was brought back after further discussion and report by Justice and I think they've done a good job but I still have some a couple of questions and concerns. First of all, while the rules don't require us to bid for professional services, and one could argue that this is a professional service, I question if it was looked at for anybody else to provide this service. This fee is going to raise \$80,000. Have we talked to the Sheriff's Department about providing staffing for this visitation center? Also, why was the Children's Foundation chosen over other entities that may or may not be able to provide this service? I still have a fundamental concern about how we are funding it. If it is really a needed service for all the people in McLean County then I think we should pony into the General Fund rather than tack on another fee. Another concern is whether we are going out to bid for these types of services or if the incumbent just gets the business. Member Renner stated the following: my understanding is that the Children's Foundation got the initial grant and they provided the service. I think the more times we went back the more we realized the unique and special nature of what they do at this particular facility. Actually, I asked Judge Robb to come to speak to us about why this is unusual and, in terms of the filing fees, to call to everyone's attention... Member Selzer interrupted with: it is not the question whether or not the service is needed. I don't have a question about whether or not we should provide the service. My question is why we are using the Children's Foundation and have we in fact looked at other organizations including our own to provide the same service. We might have more flexibility if we had deputies doing this or other things. Member Renner stated the following: I think Judge Robb could speak to that as well. I call your attention to the memo at everyone's place prepared by Mr. Zeunik and his staff. You may not have had a chance to take a look at it, but it does clarify the fees. One thing that surprised the committee was that virtually all of the fees are state mandated fees. The specific fees for civil cases that we, as a Board, have added are confined pretty much to paragraph 2 so they would include the \$5 to support the children's waiting room and \$10 for the law library. In paragraph 2 they were summarized. When Member Caisley brought the very thick book of fees to us, virtually all of those are mandated by Springfield. This particular board has added three. That put this into clear perspective. Judge Robb can perhaps answer some of these questions. Judge Robb stated the following: thank you for the opportunity to speak to the issue today. Member Selzer I would like to answer your question as to why there was only one agency. It was not placed for bid. The judges had been seeking a social service agency to provide services such as the ones that are being provided now by the Children's Foundation. At that time, the Children's Foundation was the only agency that was interested in seeking grant funding to provide the services to the court. When that agency obtained that funding they actually modified their building to provide two visitation rooms. They have separate entrances, at least two. Ms. Kelley and Ms. Piper are going to speak more specifically to the modifications done to the building. The modifications enable parents who are bringing a child to the site for visitation to enter through one door and the parent who is coming for visitation can enter through another door. There are security cameras now in place – a lot of security measures have been taken. There's a one-

way window so there's an opportunity when there is an actual visitation going on at the site for one of the staff members of the Children's Foundation to observe the visitation to see how the interactions are between the child and the parent. They invested, with the grant funding, significant dollars to set up a visitation site that is well secured for the family and the children and a proper place for children to actually visit with the parent who is the non-custodial parent. For a number of years, the Children's Foundation has been fortunate enough to receive federal funding for this mutual site visitation exchange facility but now the funding looks as though it will not be continuing. That's when the Children's Foundation came to the judges back in February or March to ask the Judges if they would support an ordinance, which is allowed statute, to fund this site. We view this as a continuing service that is being provided to the court by the Children's Foundation. That's why no further bids from other agencies were sought. With regards to whether other agencies in the County could provide this same service, I do not believe that Sheriff Deputies would be the appropriate persons to be involved in this. This is not just an exchange site. That occurs in some cases but in more significant situations this is actually the place where the visitation occurs. It is for a two to three hour period. It is supervised and occurs because there may be an order of protection in effect between the parents of these children. It may be a situation where there is a very acrimonious divorce going on and these children need a safe secure site. The people who observe these visitations are trained in child development. They actually do site counseling for the children and the parents. The goal is to move these families out of the visitation site so that other families can use the facility but while the family is there staff is observing, counseling, writing reports that the court uses in determining whether the visitation should be expanded or moved out of the site. While we have very experienced Deputies, I don't think that many of them have those types of skills. It is much more sophisticated because it is not only a place where children are exchanged. Like I said I don't think Sheriff Emery has the facilities or manpower to be involved in this type of an exchange. This is a very well regarded site. Other places in the country and the state have come here to observe the type of exchange and the program that has been established here. It is very well respected. It is intended to be therapeutic for the families going through some very disruptive times. Chairman Sorensen asked the following: are there any questions for Chief Judge Robb? Member Selzer asked the following: in the statute, it talks about the first rule that shall be made is that all work performed by staff and volunteers shall be performed without collecting a fee or charge from the parties involved in the custody exchange. So if you are involved in a custody exchange you can't pay a fee. If there is a fee on any of the court cases, does that contradict this? Would we have to exempt any court case fees from those parties involved in the actual exchange site? It seems like it would be in conflict. If we can't charge a fee but there is a fee on the court case. Judge Robb stated the following: I believe that fee refers to the Agency charging a fee for the visitation. The fees are charged to the persons who file cases. I think the part of the statute that you are reading states that whatever agency is doing the service cannot charge a fee for the families utilizing it. Member Selzer stated the following: I'm curious if we are contradicting ourselves by imposing the fee on those filing cases if they are in fact using this service. Judge Robb stated the following: I think they are talking about two different types of fees. One is the filing fee and the other is a fee for the service to use the visitation. Member Sorensen stated the following: I just wanted

to make sure we weren't contradicting ourselves. Judge Robb stated the following: I don't believe that we are. Member Wendt stated the following: last year they were charging a fee. They had a fee schedule of some sort that one of the parents had to pay. Do you have the amount? I figured if they collected from everybody they would have about \$27,000. Judge Robb stated the following: they are not going to collect from everybody. Member Wendt stated the following: I know. I would like to know what they did collect. Ms. Lisa Piper stated the following: \$2,000. Member Wendt asked the following: what is the criteria for someone not having to pay the fee? Is it income level or what? Ms. Piper stated the following: it is based on income and most fall beyond the poverty line. Member Wendt stated the following: so only \$2,000. My second question is how much is that federal grant? Ms. Piper stated the following: we wrote for \$150,000. Member Wendt stated the following: have you contacted the offices to find out where that grant is? Ms Piper stated the following: they don't know. The DOJ hasn't sent them any information. Member Wendt stated the following: the other thing that bothers me about adding this fee on is that once we put that on and it exempts these people that are causing problems they aren't going to be charged anything even if they can afford it. I like the idea of the county being involved in this rather than punishing the people that need to use the courts. Then all the tax payers in McLean County could share in the cost, and we can avoid that part of the statute and we can charge those that can afford it a reasonable fee to do this. It bothers me when we exempt the people causing the problem so the way it is set up now, I would vote no. I guess what I would look at is if we could put off this until the federal budget is passed and we finally would know for sure if the grant is there. We're looking at enough money in that grant to fund 60 hours of this service and if we had 60 hours that would probably be sufficient for the program. Member Rackauskas stated the following: there should be responsibility but you can't get blood from a turnip. It is the children that are at risk and you may want the adults to be responsible but the ones who really pay the cost are the children. We are really advocates for the children. They are the innocent victims here and I think we as a society and a community need to protect them. We need to and that is why I think that we need to make a decision today. Judge Robb stated the following: we've been informed by the Children's Foundation that if this doesn't happen today, they will have to close and once we lose the service it will be very difficult to get it back. Member Nuckolls stated the following: I certainly appreciate Member Wendt's comments and his concerns and Betty is right on target. I am glad Judge Robb mentioned the closure if nothing is done. We really don't have the option of time. I happen to note when Chief Judge Robb, Will Scanlon, Theresa Kelly, and others came to our last Justice Committee meeting they provided clear insight into this badly needed program. Very few, if any, folks on the Board question the need for this program. They have shown patience and compromise during this period that we are in discussion and deciding what to do. They have already shown compromise by modifying the budget from what it was before. I am in full support of the program and the fee and I'm wishing that we can go on and vote for it. They have done an outstanding job and I know they will continue to do so. I know they will. Member Gordon stated the following: Member Wendt is correct that the fiscal year begins October 1st. It is my understanding that not once in the last 25 years have all appropriations for that fiscal year beginning October 1st been approved by the Congress. If the closing date is September 30th then we don't have the luxury, as

Member Nuckolls has said. If things were working closer to a perfect world, October 1st would be the start of the fiscal year and we would know well ahead if this grant had been approved or not. On page 87 in our packet, the statement is made, in the last full paragraph and the last sentence, "If Federal Grant Funds are awarded, consideration should be given to rescinding the filing fee increase or withholding the grant the FVC, Family Visitation Center until federal funds are fully exhausted." That option was obviously considered by the Justice Committee. It is in plain black and white for us if the grant is in fact reapproved or at least some amount of funding. If in fact, and it seems likely, the federal grant is not approved at all and no additional funding comes from the Department of Justice, that we are talking about a present 84-hour-a-week program being cut to 30 and the Family Visitation Center would have to start depending on bake sales or what-have-you. The service is, I think, so critical that if the County does approve the fee, we have a base to start from and hope that if the DOJ is approved for the coming year maybe the year after might be approved. Applications are always welcome. Responses are not always forthcoming. This is the situation we are in now. I support the fee as it stands, knowing it is not going to meet the needs fully. Member Segobiano stated the following: this is another situation where we are damned if we do and damned if we don't. I agree with some of Mr. Selzer's concerns I wish he suggested the Juvenile Detention Center. I don't know what expertise we have out there but certainly that area would be worth looking at. Mr. Gordon just brought up the issue that we have the right to rescind this if funding becomes available elsewhere. But I think some of these federal grants have a tendency only to get you started and that is exactly a three-year grant. I remember the Youth Service Grant came in at \$32,000.00 a year for three years and the in the fourth year we got hit with a budget request for probably 1/2 million dollars and we said no thank you and that service is still being provided. We do have the opportunity to provide funding for this and also as Mr. Gordon just said, have the opportunity to rescind that. I think we really need to get some answers to the questions that were raised here today and I'm willing to vote for this but also I'm willing to take a look at this program to see how it is progressing and how the money is it being spent. At some point in time, we need to look within as to what structure we can provide to the tax payers and maybe at a cost savings. Member Selzer stated the following: I fully support the center. There is no question that there is a need, but we cannot turn a blind eye to anything that we do. The Children's Foundation is a great organization and they said that they are going to close this facility. That is their choice if they do. It is not ours. It's their choice. If you look at the publically filed 994 for the Children's Home and Aid Society, they have three organizations. They have a Foundation, they have an oversight organization, and then they have the Society itself. Each of which shows excess revenues over expenditures as of last year, \$1.3 million on one of them, \$300,000 on another, and \$200,000 on another. As someone in a non-profit, I wouldn't mind having that excess income over revenue every year. Their choices are their choices, but we need to provide a service. We need to find the best way to do it. Furthermore, if this grant comes through after we have started collecting this fee, are they rebating that money to us then, because it doesn't say that in here? There is a suggestion that we rescind it but it is not in the ordinance we're passing. All I am saying is that we just need to be smart about what we are doing. These federal grants are all hanging in limbo. Every single one of them across the nation is hanging in limbo. So let's address the problem at hand. If they

have to close by September 30th, then let's grant an extension through the end of the year with the budget cycle and have it come out of the general fund before we do something like this. We have done this before to ourselves and we haven't even done, I don't think, a fair due diligence. I would just remind the Members of what we used to do with our economic block grant development. They would come to the Finance Committee with an application and the Finance Committee would sit there as judge, jury, and information gatherer. I don't know of anybody here on this Board who had a background in credit and we didn't do that. We changed it where it goes to Economic Development to a panel of bankers to review that. We cannot mix the emotion of wanting the center open, which is a must have for this County, with how we fund it and who we give our funding to. We talked about the Challenger Learning Center last week - \$25,000 to help a non-profit to help all of the kids of the County. We are going to give \$80,000 to another non-profit to help a selected number of kids in the County - not that they don't need help and not that we shouldn't do it but we need to put the appropriate burden where it belongs, I think, and that's to put it into the General Fund. I would like to, if the chairman would allow it, propose a substitution motion that would fund this center on a reimbursement basis from the General Fund through the end of the year and have this addressed at the budget cycle. Chairman Sorensen stated the following: hold off and I'll give you a shot. Member Nuckolls stated the following: the questions and concerns are very legitimate. Member Selzer raises another one. Judge Robb and Chairman Renner, please correct me if I am wrong. If the funding of the grant is approved the money will be returned or not accepted. Judge Robb stated the following: when the money is collected the county will disperse it. There isn't any money yet, obviously, so the money has to be collected and then there has to be a disbursement. Member Nuckolls stated the following: I'm talking about the grant specifically. Member Segobiano stated the following: Mr. Selzer just brought up some very interesting points in regards to the three funds, the surplus, and as he mentioned, this is the second month in a row that we are funding a nonprofit agency. I think that once again there have been questions raised today that have not been answered. Certainly, we need a reply from the agency as to what are they doing with the surplus fund and what are their intentions for those surplus funds. I think they are very legitimate questions that we should at least answer. What is the purpose of that fund and how do they plan on disbursing it as a nonprofit agency. Chairman Sorensen asked the following: are there any other questions, comments, or discussion? Member Owens asked the following: upon passage today how soon would the fee be collected? Judge Robb asked the following: what does the ordinance say? Chairman Sorensen stated the following: September first. Member Selzer stated the following: Mr. Chairman, as I said before, I think that this is a "must have" program for the County but I would like to make a substitute motion that would reimburse the Children's Foundation in an amount not to exceed what the fee would have brought in but on a reimbursement basis between now and the end of this fiscal year for the County and then revisit the fee and how we pay for this in the budget process. Chairman Sorensen stated the following: we have a substitute motion and a second, Wendt. I guess as a point of clarification, which bucket of gold do we want to take this out of. Member Selzer stated the following: the unencumbered fund balance. Mr. Zeunik stated the following: certainly the Board has the authority to adopt and approve an emergency appropriation, as Member Selzer has suggested, that would cover the expenses

through the end of the year. I guess the only thing that I would like to point out to the Board is, as all of you know, we are in the throws right now of preparing a recommended budget which we will bring for your consideration at next month's meeting. A number of Members have suggested that the general fund pick up this expense. Let the General Fund pick up \$80,000. We are currently looking at a deficit in the General Fund based on all the requests that have been submitted by all of the department and elected offices in the general fund which is well in excess of \$1,000,000 and that does not include the new position requests. That is just simply operating requests. A part of that is driven by the fact that we're seeing and have seen, those of you on the Finance Committee see it every month, a dramatic drop in sales tax revenue which is the second largest revenue source in the General Fund after the property tax. We are projecting right now in sales tax revenue for the Fiscal Year 2008 that we will end the year below the appropriated amount in the budget and in Fiscal Year 2009 sales tax revenue will be lower than 2008 based on information that we received from the Treasurer's office and looking at reports from the State of Illinois. Clearly, that is a result of the economic situation. All of us understand that. All of us see it in our own lives and it certainly affects the county. We will likely be looking at a General Fund property tax rate that will be at or near the statutory maximum permitted under Illinois Law which is \$.25 per \$100 of assessed valuation. The only point I am making is there are always tradeoffs in the budget process and certainly if this Board decides that they want this program funded out of the General Fund, we can do everything possible to make that happen in FY 2009 but there will also be other county services or programs that may have to be scaled back in order to add something into a budget which is already very, very tight. We are again at the beginning of another cycle that we see in local government where we come off a cycle where we see a lot of growth in revenue and now we're beginning to see that slow down. I think it's important to understand that if you are looking for a permanent source of funding and you want the General Fund to be that source, we can do that but there are other decisions that the oversight committees will need to make. Funding the program between now and the end of the year with an emergency appropriation is certainly doable. There are certainly sufficient funds available in the fund balance to do that. That's a policy decision that this Board needs to make. Member Gordon stated the following: if the annual total projected by the \$8 fee increase is \$80,760 then for October, November, and December the total we are talking about out of the unencumbered fund balance would be \$20,190, one-quarter of that amount for three months. Chairman Sorensen stated the following: I agree. Are you amending the substitution motion? Member Gordon stated the following: no, I stated this simply for clarification. Chairman Sorensen stated the following: just as a point of reference the substitute motion was predicated on the budget for the center, the motion was predicated on the likely collection of the fee. Member Gordon stated the following: this is for reference only and I appreciate that correction. Member Selzer stated the following: I would just offer, after hearing that Mr. Zeunik said, that while I don't necessarily change my stance on it, that when push comes to shove in a month or two and we know for sure that the fee is the way we want to go, then we need to put a provision in this existing ordinance that states that if the grant is approved, the fee is repaid back to the County. I think there is an ethical issue too of accepting a grant for \$150,000 if in fact we already received \$20,000 of it in fees. Do we then return part of that grant and keep the fees? I mean

there just has to be some provision rather than the handshake that says "yeah, if we get the grant we're going to go ahead and stop the fee." Member Cavallini stated the following: based upon Mr. Zeunik's comments it seems to me like we are at that point where we are between a rock and hard place. I look at this right now as taking a multiple choice test and there is no one correct answer but maybe a best answer. As I try to think this through, having heard I think both sides of this issue, I have this feeling that the sentiment here is that most of us support the work that this organization is doing and the need for the service but the question is, how do we best fund it. In light of Mr. Zeunik's comments, I don't believe I can support this amended motion. Member Wendt stated the following: I think we could go ahead and include the \$20,000 in the amendment with the understanding that we would advance that money to this organization with the understanding that if they get the grant they would return the money to the County. That way we can make sure it stays open for the next three months; if they get the grant, we get our money back and we haven't bothered the fee system. At that time, we can determine whether we want the general public, all of us, to share in that cost or if we want to hit the people that are using the courts. Personally, I think if we decide to stay in this business it should be spread evenly among all the tax payers. Member Gordon stated the following: I want to point out that we may be making an assumption that has a little risk involved. It may be more hope than reality that the Federal budget will be approved January 1, 2009. It could go well past three months. In general, I mention the federal budget process but because it is part of the reality we are dealing with too. I don't want to be taken literally that the three months is a sure thing because it is anything but. Member Wendt stated the following: can't we, in January, if the federal money hasn't come in, appropriate some more money for them. I know they're probably not going to do this appropriation until after the new president takes office depending upon which party wins because I understand that is what they are going to do. We could go month by month until whoever decides that they are going to appropriate the money and we could still be on the same thing making sure that this organization has enough money to carry forward but yet we aren't stuck with the fee thing and we are not totally committed to that system until we find out for sure when this is available. Chairman Sorensen stated the following: while I would like to believe that the County Board is all-powerful, I have to admit that we have limited resources and we must keep that in mind. Member Butler stated the following: well the question of where to take the money from is always a challenge because no tax is fair to everybody. I'm not going to be using that organization and most of us here are not but if we tie them to a fee then they know what their income is, month to month, and they have to live within that income or they have to reach into their own pockets a bit. As a charitable nonprofit organization, I think we can rely on them to provide a little bit more than the 30 hours of service because I think to manage and contain it to an exact number of hours on their part is difficult if not impossible. They are going to service people who come to them with a need. We are throwing in money from a known source and not an open ended or even a closed ended. Okay, we go to the budget, the General Fund, now and three months from now we have to go back to the General Fund. They are going to come and say, you know what we've been operation on this \$20,000 and we discovered it really should have been \$30,000. Yet, if we have the fee and they have to work inside that fee and provide the service that they deem that fee covers and then whatever else they want they have take out of their

unencumbered services. Member Renner stated the following: just again to clarify, in local government particularly in Illinois and particularly when you are a county that is not home rule, we don't have attractive options. They all stink. We are the poor bastard stepchild of the federal system, so we don't really have anybody else to mandate and we can't pass our cost on. The tire hits the pavement at local government and we have to decide if this is something we want to do for the community and if so how do we fund it. Again, there is no grant revenue stream. It is a frustration with local government. Member Segobiano stated the following: thank you Mr. Chairman. In regards to Mr. Zeunik's comment, I think everyone on this board that has been here any time at all has applauded John and his staff as well in regards to keeping this county in the black and each year we have had a budget that was presented to us by John with very little discussion because we have faith and confidence in what he is doing. Based on what John has said about where the money is coming from, you know it is like robbing Peter to pay Paul. We are going to get ourselves in that situation. We're talking about the health and well being of some children. Well if we are going to rob Peter to pay Paul, are we going to take money from the Sheriff's Department who protects our citizens as well as our children? What about our Treasurer's office who has to collect our taxes to make sure that schools are operating? I think we are getting into a situation here where we are going to take from one and give to another and I don't know whether I can do that or not. I'd like them to tell us exactly what their intentions are for the fund balance on all three accounts and is it there until September. It is not our decision, it is their decision and they have to base that decision looking on their fund balances. So are we going to get into that game of robbing Peter to pay Paul and if we do where does it end? Member Nuckolls: I would like to make a comment to go ahead and pass on it. Member Moss stated the following: if I were involved with the Children's Foundation and I were sitting here considering a possibility that I was going to be offered a band aid approach to fund this vital program, I would be cringing right now. It seems to me that the simple solution would be to approve the ordinance as presented and I do not have a problem with that. Member Selzer stated the following: I just want to say one thing as I have said before. This is the right thing for us to do, to make sure this stays open. I guess maybe I am just in the minority because I sure would like to know why we can ask for a grant for \$150,000 but say we can do it on \$80,000. The point I am trying to get is if we are cutting back and that's acceptable and it can be worked within those limits then why did we ask for \$150,000 to begin with? Contrary to what some of us may believe, this is all tax money. It's all our money. I don't care if the County gives it, the State gives it, or if it is the Federal Government. I have no problem as I've said before with approving the \$8 fee but here we are again. We're going to approve an ordinance where what the minutes say is not reflected the ordinance. The minutes indicate, as was well pointed out, that if this grant is received, then all bets are off. Well if that is the case then put it in the ordinance. Don't just approve it blindly and if they need \$150,000 then why are we limiting the fee? What do we need? We need to do what we say or say what we're going to do. Member Renner stated the following: they refigured and gave us the "bare bones." [Several members speaking at once.] Chairman Sorensen: I'm doing to ask that we limit conversation. Member Selzer stated the following: I would be happy to withdrawal the substitute motion if the seconder wants to; if we are willing to look at putting something in here that states the fee is going to have a limit if a grant is

approved. Member Harding stated the following: if we remove that then I don't have much to say, but at first I did when John gave us the reality check that is again the Peter/Paul - Peter is going to evaporate completely. We are not going to have Peter to go to. I don't think in as long as I have been here that I have had a judge come before us so impassioned. I have never had an item come three times before us with such vigor and passion. We have tied these people up trying to get us to see what they need and we are relatively intelligent people and we are passionate people. We see it, we get it, and I think we just really need to look to Beth Robb, the other judges, and to the folks at the Center who keep coming back to us trying to get us to understand. They don't want to close the doors. They can't keep them open. There's no money. If they thought they could keep it open they wouldn't keep doing this work - coming back with more documentation. We are just tying up so much of their time when they need to be doing the good work that they do. If Member Selzer is going to remove his motion and we can vote on the original motion to keep the doors open, I hope we will do that. Chairman Sorensen asked the following: just to clarify, Member Selzer, have you withdrawn your substitute motion? Member Selzer stated the following: if the seconder agrees. Member Wendt stated the following: what we are going to do, using the same example here, not using the General Fund, is now we will rob "John" out here with a filing fee to fund it rather than getting it from the General Fund. You are getting the money from somebody. You are either getting it from the General Fund or you are taking it from somebody out here in the community as an additional tax. If you are going to look at it that way, then I hesitate to remove my second. I would like to see a vote on that. Chairman Sorensen stated the following: I will call the question on the substitute motion. Substitute motion failed. We are back to the original motion which is as presented in the packet. There was discussion regarding a possible amendment to that and I think that we've worked up language on that possible amendment and with leave of the board I'm going to ask that John present it. Mr. Zeunik stated the following: on page 83, the following language, if acceptable, could be inserted as paragraph seven: In the event that federal grant funding for the federal fiscal year beginning October 1, 2008 is approved for the family visitation center then the County Board shall immediately consider rescinding this ordinance. Chairman Sorensen stated the following: Member Gordon moves the amendment as read into the record and it is seconded by Owens. Are there any questions or comments on the amendment? There were none. Clerk Milton shows all Members present except Member Wendt voting in favor of the Motion. Motion carried. Chairman Sorensen asked if there was any discussion on the now amended main motion. There was none. Clerk Milton shows all Members present except Member Wendt voting in favor of the Motion. Motion carried

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: the Land Use and Development Committee brings no Items for Action and our General Report is found on pages 107-108.

PROPERTY COMMITTEE:

Member Bostic, Chairman, stated the following: the Property Committee has no Items for Action and our General Report can be found on pages 109-115.

TRANSPORTATION COMMITTEE:

Member Hoselton, Chairman, stated the following: the Transportation Committee has no Items for Action and our General Report can be found on pages 116-121.

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

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
Collector's Automation Fund 0168, County Treasurer 0004, Financial Management 0004

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Collector's Automation Fund 0168, County Treasurer 0004, Financial Management Program 0004; and,

WHEREAS, The County Treasurer has determined that the tax collection process would be improved by acquisition of a high speed envelope opener and an automatic check endorser; and,

WHEREAS, sufficient funds exist for such a purchase in the unappropriated fund balance of the Collector's Automation Fund; and,

WHEREAS, the Finance Committee, on Wednesday, August 6, 2008, recommended approval of an Emergency Appropriation Ordinance to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance to appropriate sufficient funds to permit the County Treasurer to purchase a high speed envelope opener and an automatic check endorser, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Collector's Automation Fund 0168; County Treasurer 0004, Financial Management Program 0004 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Unappropriated Fund Balance 0168-0004-0004-0400.0000	\$ 0.00	\$ 4,250.00	\$ 4,250.00

2. That the County Auditor is directed to add to the appropriated budget of the Collector's Automation Fund 0168 County Treasurer 0004, Financial Management Program 0004 the following appropriation:

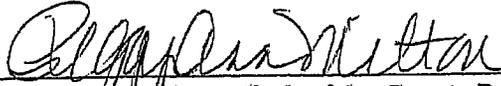
Purchase of Furn/Office Equipment 0168-0004-0004-0832.0001	\$ 0.00	\$ 4,250.00	\$ 4,250.00
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3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor and County Treasurer.

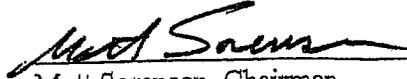
ADOPTED by the McLean County Board this 19th day of August, 2008.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

E:/ea_treas_auto_aug08

Members Selzer/Cavallini moved the County Board approved the Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance Collector's Automation Fund 0168, County Treasurer 0004, Financial Management 0004 - County Treasurer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE DIRECTOR OF COURT SERVICES
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the Director of Court Services has hired an individual with skills, knowledge and experience above the minimum required for the position of Assistant Superintendent - Juvenile Detention Center; and,

WHEREAS, the Director of Court Services has requested authorization from the Finance Committee to offer a salary above the starting maximum salary in order to adequately and competitively compensate the person who has been chosen for this position; and,

WHEREAS, the Finance Committee, at a meeting on Tuesday, August 6, 2008, approved the request of the Director of Court Services to offer a salary above the starting maximum salary in order to adequately compensate the person hired for the Assistant Superintendent - Juvenile Detention Center position; now, therefore,

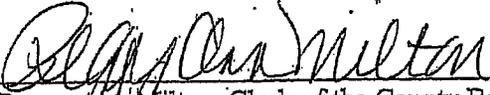
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the Director of Court Services is hereby authorized to offer a starting salary at Step 33 of Grade 11 in order to compensate the person the Director has hired for the position of Assistant Superintendent - Juvenile Detention Center.
- (2) That the Director of Court Services is directed to work with the County Administrator's Office in preparing the supporting documents to implement the authorized salary above the starting maximum salary.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of Court Services, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of August, 2008.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

e:john/cobd/res_courtservices_assistsupjdc_Aug08

Members Selzer/Owens moved the County Board approved the Request for Approval of a Resolution Authorizing the Director of Court Services to offer a Salary above the Starting Maximum Salary – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the following: the General Report can be found on pages 125-137.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had nothing to report.

OTHER BUSINESS AND COMMUNICATION:

Member Rackauskas stated the following: as some people know I sit on the Convention and Visitor's Board and it was mentioned to us at our last meeting about a ghost tour in downtown Bloomington – just so people know. They have ghost tours at 8:30, Friday evening. It is a very interesting historical lesson and I recommend it - wearing comfortable shoes.

Chairman Sorensen stated the following: I will announce that as of this morning I am in receipt of a letter from Vice-Chairman Selzer resigning his position as Vice-Chairman and his seat on this Board affective, August 30, 2008. I would like to take this opportunity to thank Dave for his service to this Board and to this community. I will announce at the September executive committee meeting the timetable and the sequence of events for replacing Member Selzer. It looks to me like there will probably be a special election for Vice-chairman at the September Board meeting.

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

MCLEAN COUNTY BOARD COMPOSITE

August 19, 2008

2008 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$228,928.94	\$228,928.94
Finance		\$978,040.24	\$978,040.24
Human Services		\$519,228.30	\$519,228.30
Justice	\$1,272.24	\$2,329,204.73	\$2,330,476.97
Land Use		\$24,815.65	\$24,815.65
Property		\$639,607.30	\$639,607.30
Transportation		\$1,990,130.38	\$1,990,130.38
Health Board		\$481,339.23	\$481,339.23
Disability Board		\$51,270.22	\$51,270.22
T. B. Board		\$20,551.25	\$20,551.25
Total	\$1,272.24	\$7,263,116.24	\$7,264,388.48



Matt Sorensen, Chairman
McLean County Board

Members Cavallini/Owens the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.