



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center

**Tuesday, November 14, 2006**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – October 1, 2006  
September 19, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:

- A. Executive Committee – Chairman Sweeney
  - 1) Items to be Presented for Committee Action:

- a) REAPPOINTMENTS:

**McLEAN COUNTY EXENSION BOARD**

Ms. Diane Bostic  
907 N. Mitsubishi Motorway  
Normal, IL 61761

**McLEAN COUNTY EXENSION BOARD**

Mr. Bob Nuckolls  
8 Scofield Court  
Bloomington, IL 61704

b) APPOINTMENTS:

**BOARD FOR CARE AND TREATMENT OF PERSONS  
WITH DEVELOPMENT DISABILITIES (377 Board)**

Ms. Jane Turley  
5220 Department of Health Sciences  
Illinois State University  
522 Felmley Science Annex  
Normal, IL  
(Three-year term to expire on June 30, 2009)

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. David Feese  
37344 Comanche Drive  
Saybrook, IL 61770

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. Gary Morefield  
10673 N. 3400 East Road  
Arrowsmith, IL 61722

c) RESIGNATIONS:

**BOARD FOR CARE AND TREATMENT OF PERSONS  
WITH DEVELOPMENT DISABILITIES (377 Board)**

Ms. Joanne Maitland  
12401 North 750 East Road  
Bloomington, IL 61704

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Ms. Sidney Schaefer  
12624 N. 4000 E. Road  
Saybrook, IL 61770

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. Steven R. Streenz  
9611 N. 3500 E. Road  
Arrowsmith, IL 61722

- d) Request Approval of Proclamation Declaring  
the Official Christmas Ornament for the Town of  
Normal, the City of Bloomington, and the County  
of McLean, Illinois – Administrator's Office 1
- e) Request Approval of Professional Services  
Agreement with Berbee Networks for  
Installation of Justice Production Server –  
Information Services Department 2-10
- f) Review of FY'2007 Recommended Budget  
(1) County Board 0001 11-16

- 2) Items to be Presented to the Board:
  - a) Information Services General Report
  - b) General Report
  - c) Other

B. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
  - a) Request Approval of Application to vacate the south 15 feet of the north 40 feet of the front yard setback of Lot 10, Prairie Trails Subdivision which is located in Old Town Township at 8737 Prairie Trail, Bloomington, File No. S-06-25
  - b) Request Approval of Application to vacate the west 5 feet of the east 40 feet of the front yard setback of Lot 7 Oakhill Subdivision which is located in Dale Township at 13660 North Oakhill Road, Bloomington, File No. S-06-26
  - c) Request Approval of Application for a Waiver of Preliminary Plan Requirements and a three lot Final Subdivision Plat for the Tandy Subdivision which is located in Old Town Township at 19202, 19210, 19238 US 150 Hwy, Bloomington, File No. S-06-18
  - d) Request Approval of Application of a Preliminary Subdivision Plan for 9 lots on 23 acres with a request to allow Storm Water Detention on site for each Individual lot on property which is located immediately East of 1000 East Road, immediately North of Washington Heights Subdivision, immediately South of Heartland Industrial Subdivision and ¼ miles South of IL Route 9, File No. S-06-20
  - e) Request Approval of Application for two easement and two road right-of-way vacation plats for the Hickory Hill Subdivision which is located in Bloomington Township at 9147 Hickory Hill Court, Bloomington, File No. S-06-23
  - f) Request Approval of Application for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Hickory Hills Estate Subdivision which is located in Bloomington Township at 9147 Hickory Hill Court, Bloomington, File No. S-06-27
  - g) General Report
  - h) Other

C. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

- a) Request Approval of Amendment to the McLean County Ordinance Adopting and Enacting Rules and Regulations Pertaining to the Public Use of all County Parks and Recreational Areas, and Providing for the Enforcement of said Ordinance and Fixing of Penalties for its Violation – Parks and Recreation
- b) Request Approval of Request for 2007 Approved Vendor List for Purchase of Janitorial and Paper Supplies– Nursing Home
- c) General Report
- d) Other

18-20

D. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) General Report
- b) Other

E. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

- a) Request Approval of an Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region – County Administrator's Office

21-25

2) Items to be Presented to the Board:

- a) Request Approval of an Extension of Intermittent Leave Without Pay – Circuit Clerk's Office
- b) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Chenoa Township on Parcel #03-02-432-006 – Treasurer's Office
- c) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Chenoa Township on Parcel #03-02-485-005 – Treasurer's Office
- d) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Chenoa Township on Parcel #03-02-485-006 – Treasurer's Office

- e) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Normal Township on Parcel #14-21-151-006 – Treasurer’s Office
  - f) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to City of Bloomington Township on Parcel #21-05-356-011 – Treasurer’s Office
  - g) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Cheney’s Grove Township on Parcel #25-21-354-002 – Treasurer’s Office
  - h) Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Randolph Township on Parcel #28-33-427-003 – Treasurer’s Office
  - i) Request Approval of an Amendment to McLean County Revised Code, Chapter 26, Food Service, and Chapter 28, Health and Sanitation – Health Department
  - j) Request Approval of the Recommendation and Award of Bids for Public Officials Bonds – Election Year 2006 – Risk Management
  - k) Request Approval of Class D Raffle License for Central Catholic High School
  - l) Request Approval of an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County – County Administrator’s Office
  - m) Request Approval of an Engagement Letter with Clifton Gunderson, LLP to perform transition Audit in Sheriff’s Department – County Administrator’s Office
  - n) General Report
  - o) Other
- 26-33

F. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
  - a) Request Approval to Apply for a Juvenile Accountability Incentive Block Grant (JABIG) to Purchase twenty-five Computers for the Juvenile Division of Court Services – Court Services

- b) Request Approval of a Master Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and the County of Livingston – Court Services 36-42
  - c) Request Approval of a Master Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and the County of Logan – Court Services 43-48
  - d) Request Approval of a Master Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and the County of Woodford – Court Services 49-54
  - e) Request Approval to accept a Grant Award from the Edward Byrne Justice Assistance Grant, Application #2006-DJ-BX-1155 – Sheriff’s Department 55-65
  - f) Request Approval of the Interlocal Agreement between the County of McLean, Illinois and the City of Bloomington for the 2006 Byrne Justice Assistance (JAG) Program Award – Sheriff’s Department 66-67
  - g) Request Approval of an Intergovernmental Agreement between the McLean County Coroner’s Office and the Law and Justice Commission, MTU #8 – Coroner’s Office 68-70
- 2) Items to be Presented to the Board:
- a) General Report
  - b) Other

G. Report of the County Administrator

- 1) Items to be Presented to the Board:
- a) General Report
  - b) Other

H. Presentation of the Fiscal Year 2007 Recommended Budget

- 1) Consideration of Recommended Fiscal Year 2007 Departmental Budgets:
- a) Request Consideration and Approval of Departmental Budgets under the Oversight of the Executive Committee – Vice Chairman Sorensen 71-72
  - b) Request Consideration and Approval of Departmental Budgets under the Oversight of the Finance Committee – Chairman Sorensen 72-75
  - c) Request Consideration and Approval of Departmental Budgets under the Oversight of the Justice Committee – Chairman Renner 75-78

- d) Request Consideration and Approval of Departmental Budgets under the Oversight of the Land Use and Development Committee – Chairman Gordon 78
- e) Request Consideration and Approval of Departmental Budgets under the Oversight of the Property Committee – Chairman Bostic 79-80
- f) Request Consideration and Approval of Departmental Budgets under the Oversight of the Transportation Committee – Chairman Bass 80-81
- 2) Request Approval of the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, as recommended by the Oversight Committees 82-88
- 3) Request Approval of the McLean County 2006 Tax Levy Ordinance 89-103
- 4) Request Approval of the Amendment to the Full Time Equivalent (FTE) Resolution for Fiscal Year 2007 104-107
- 5) Request Approval of the Five Year Capital Improvement Budget, as recommended by the Oversight Committees

6. Other Business and Communications

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

8. Adjournment



Easter Seals

www.ci.easterseals.com

November 2, 2006

Michael Sweeney  
Chairman, McLean County Board  
McLean County Administrative Office  
104 West Front  
Bloomington, IL 61701

Dear Chairman Sweeney:

I am writing to you on behalf of Easter Seals in McLean County. We are excited to once again offer to our community a very unique collectible Christmas ornament representing Bloomington, Normal and McLean County.

We are very grateful to you for your support over the past 16 years via proclamations declaring the Easter Seals Christmas Ornament the "Official Christmas Ornament of Bloomington-Normal and McLean County." We are once again asking for support in this way.

This year the ornament is entitled "The Lodge at Timber Pointe." Dedicated in August 2006; the Lodge is a result of the collaboration of the four Rotary Clubs of Bloomington-Normal and the Timber Pointe Charitable Foundation. This beautiful building will greatly enhance the ability of Easter Seals to provide camping experiences for children and adults with disabilities and special needs at Timber Pointe Outdoor Center. An important resource for the whole community, the Lodge at Timber Pointe is also available for use by the general public for meetings and special events.

We greatly appreciate your continued support and look forward to your response to this request.

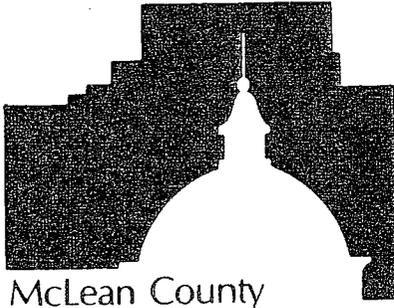
Best regards,  
  
Kristen Pressler  
Director of Development

Steven R. Thompson  
President & CEO

**Peoria Center**  
507 E. Armstrong Ave.  
Peoria, IL 61603  
309.686.1177 phone  
309.686.7722 fax

**Bloomington Center**  
303 N. Hershey Road, Suite 2  
Bloomington, IL 61704  
309.663.8275 phone  
309.662.7872 fax

**Timber Pointe  
Outdoor Center**  
20 Timber Pointe Lane  
Hudson, IL 61748  
309.365.8021 phone  
309.365.8934 fax



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval  
of Professional Services for  
Installation of Justice Production Server**

To the Honorable Members of the Executive Committee and the McLean County Board:

Please find attached a statement of work for professional consulting services provided by Berbee Networks (recently acquired by CDW-g), a firm specializing in IBM and Cisco equipment. Quotations were received from LRS, IBM, Decision-1 and CDW-G. Berbee/CDW-G submitted the lowest-priced quotation.

The work to be performed is the one-time installation and configuration of the newly purchased IBM p-series box which hosts the Integrated Justice system for the County. The rate is at \$2000/day, travel included. The vendor estimates three days; we anticipate to more likely be two days.

Sufficient monies are currently available in the FY 2006 budget for this purpose.

Information Services respectfully requests the approval of the attached Statement of Work.

I'll be happy to answer any questions you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director, Information Services.

# Statement of Work

Prepared for McLean County, IL

Version 1.0

November 6, 2006

## Description of Services

McLean County, IL has requested Berbee's assistance to integrate the following hardware solution previously purchased:

- IBM DS4300 Turbo (1722-60U)
- IBM 3582 Tape Library (3582-L23)
- IBM Hardware Management Console (HMC) (7310-CR3)
- Monitor for the HMC (7316-TF3)
- IBM System p Model 52a (9131-52a)
- IBM Rack (7014-T42)

All of the equipment is presently racked, with the exception of the IBM 3582 Tape library. Berbee will provide the following services:

- 1) Rack mount the IBM 3582 and power it on(or have IBM do this)
- 2) Power up the IBM DS4300 disk array, configure both controllers on the IP network
- 3) Attach any EXP710 or EXP810 drawers (if applicable)
- 4) Cable the IBM HMC and monitor and power it up, configure IP communications.
- 5) Attach the IBM p52a server to the HMC, setup console communications as required.
- 6) Attach the IBM DS4300 to the IBM p52a server.
- 7) Configure RAID sets and LUNs on the DS4300, assign to p52a server.
- 8) Attach the IBM 3582 to the IBM p52a server, check for proper operation.

McLean County staff will be responsible for the following:

- a) Obtaining static IP addresses, routes and subnet masks for all equipment as needed.
- b) Installing and configuring AIX and associated software and patches required for Oracle, as well as attachment to the IBM 3582 tape library.
- c) Providing on-site assistance to Berbee engineers as required during this installation



## Schedule

Berbee will schedule for commencement of work to begin December 11, 2006.

To begin work at the above date, the Statement of Work must be signed by December 11, 2006 and the Consulting Services and Product Agreement must be signed no later than December 11, 2006. If resolution to the Statement of Work or Consulting Services and Product Agreement exceeds this date, Berbee will cease work until the agreements can be executed.

## Rates, Expenses, and Payment Terms

Client shall pay Berbee consulting fees based on the following hourly rates and terms.

TABLE 1. SERVICE RATES

ROLE	RATE
Systems Engineer	\$2000/day including travel

Rate of 150% for scheduled services and 200% for unscheduled services of the rates stated above shall apply to services requested and performed weekdays between 6:00 p.m. and 8:00 a.m., or any time weekends or holidays.

Berbee will issue its invoices for consulting fees on a periodic basis but not more frequently than monthly. Client shall pay such invoices within 30 days of receipt. A late fee of 1.5% per month may be charged on past due balances. Any objections by Client to an invoice must be made to Berbee within 15 days after the date of the invoice. Upon notice to Client, Berbee may adjust its hourly rates, provided, however, that such rates shall remain fixed for at least six months from the date of this Statement of Work or any subsequent adjustment date.

## Estimate

The following table is a projected estimate based on current known information and hypothetical assumptions. This table is only meant to provide information and should not be considered a presentation of future billings. Implementation plans, circumstances, and scope of work may change, and those changes may be significant. Changes will be discussed with Client and require a Change Request. Accordingly, this schedule is not intended to provide a **fixed price or price limit**.

TABLE 2. PROJECTED ESTIMATE

PHASE	BLENDED RATE	ESTIMATED DAYS	COST
Hardware installation and integration	\$2000/day	Three	\$6000



### Purchase Order

\_\_\_ The purchase order related to this agreement is attached.

\_\_\_ A purchase order is not required for payment under this contract.

### Signatures

This Statement of Work is entered into as of this 6th day of November, 2006, (Statement of Work Effective Date) by and between Berbee Information Networks Corporation (Berbee), and McLean County, IL(Client).

This Statement of Work is subject to all the terms and conditions of the Consulting Services and Product Agreement between Client and Berbee (Agreement). All terms and conditions of the Agreement that refer to a Statement of Work or a Work Order in the Consulting Services and Product Agreement executed by the parties apply to this Statement of Work.

In acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have executed this Statement of Work on the dates set forth below. This Statement of Work is effective on the Statement of Work Effective Date.

**Berbee Information Networks Corporation**

**McLean County, IL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Internal Use	Activity _____
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## Consulting Services and Product Agreement

This Consulting Services and Product Agreement ("Agreement") applies to the purchase of products ("Products") and services ("Services") by McLean County, IL ("You") from Berbee Information Networks Corporation ("Berbee"). You and Berbee may individually be referred to as a "Party," and collectively are referred to as the "Parties." The Parties agree as follows:

### 1. Consulting Services

**1.1 Statement of Work.** Berbee will perform its Services for You under a statement of work signed by both Parties ("Statement of Work"). From time to time, You may request the performance of additional Services or changes to a Statement of Work. In such cases, the Parties will prepare and execute a new Statement of Work or a change order amending a Statement of Work. Each Statement of Work will include a description of the Services, pricing, payment terms, and any special terms and conditions.

**1.2 Fees and Expenses.** As compensation for the Services provided pursuant to this Agreement, You will pay Berbee the fees and billable expenses indicated in each Statement of Work, plus any applicable tax.

### 2. Products

**2.1 Application.** This Agreement applies to any Products that You purchase (or lease through a third party) from Berbee.

**2.2 Purchase Price; Payment; Security Interest.** You agree to pay the total purchase price for the Products, plus any applicable sales/use tax. Payment is due on the date specified by Berbee on the invoice for the Product which shall be no earlier than thirty (30) days after Your receipt of the Product. Any personal property taxes related to the Product that are assessable on or after actual delivery of the Product are Your responsibility. Any payment not received by Berbee by the date specified on the invoice will be subject to a late fee of the lesser of one and one-half percent (1.5%) per month, or the maximum allowed by law. You agree to pay for any partial shipment of Product under the same terms set forth above. You hereby grant to Berbee a security interest in the Products. Upon default, including Your failure to pay sums when due, Berbee shall have all rights and remedies for default provided by applicable law. You irrevocably appoint Berbee or its designee to execute and file any financing statements or other applicable documents on Your behalf that are necessary to perfect Berbee's security interest. As to each item of Product, Berbee's security interest shall terminate when Berbee has received all amounts You owe to Berbee for that Product.

**2.3 Intent to Purchase or Lease.** Berbee may provide You with the option of either purchasing directly from Berbee or third-party leasing of a Product. If You choose the lease option, You must inform Berbee of Your decision to lease the Product within five (5) days of issuing a written purchase request to Berbee concerning the Product. If You elect to lease a Product, then, prior to the date of shipment, You will provide Berbee with either the lessor's purchase order or a signed lease supplement with the third-party lessor. If You choose to lease, You must provide the lessor and Berbee with a signed "Certificate of Acceptance" or similar lessor document used to confirm the lease arrangement ("COA") for the Product within five (5) days of delivery of the Product. If You fail to timely provide a signed COA or a written notice of rejection, then You will be deemed to have irrevocably

accepted the Product and will be responsible for payment in full for the Products delivered. You may be invoiced for late fees of one and one-half percent (1.5%) per month on payments not received by Berbee within thirty (30) days of delivery.

**2.4 Rejections and Claims.** You may reject any Product should it fail to conform to a material specification that You have provided to Berbee in advance of the order. To reject a Product, You must give Berbee explicit written notice of the rejection within five (5) days of delivery of the Product to You. The notice must specifically indicate that it is a notice of rejection and describe the non-conformity for which You are rejecting the Product. Berbee and the manufacturer of the Product will use reasonable commercial efforts to cure the non-conformity. If Berbee and the manufacturer are not able to cure the non-conformity within thirty (30) days of receiving Your notice, then Your sole and exclusive remedy is to return the Product to the manufacturer or other Berbee supplier of the Product as directed by Berbee, and Berbee will refund the full amount You have paid for the non-conforming Product. Returned Product must be accompanied by a Berbee issued authorization. Product is deemed to be irrevocably accepted by You thirty (30) days from delivery, unless You provide notice of rejection as stated above.

**2.5 Delivery; Freight Costs; Purchase Orders; Risk of Loss; Title.** Berbee will arrange for delivery of the Product ordered by You. Berbee will accept Your purchase orders solely for accounting purposes, and for no other purpose. Any change in the quantity or Product ordered on any purchase order after receipt of such purchase order for Products and Services by Berbee may result in a rework, cancellation or restocking charge to You. Berbee will deliver the Products You order to the location You specify on Your purchase order. You agree to pay the costs of the delivery (including insurance) of the Product to the location, provided, however, that You will not incur such costs if they are paid by the manufacturer or third party vendor providing such Product. Risk of loss for the Product passes to You upon shipment. Title to a Product will pass to You upon full payment for the Product (including any delivery charges or taxes).

**2.6 Installation.** Unless otherwise provided in a Statement of Work, all Product is provided to You without installation services. You will make available, at no cost to Berbee, a suitable place for installation of the Product, including but not limited to providing all necessary security, power, and air conditioning required for operation of the Product as indicated in any instructions or specifications provided by the manufacturer(s).

### 3. Limited Warranties; Disclaimers.

**3.1 Services.** Berbee warrants that any Services that it provides to You under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Your sole and



exclusive remedy for a breach of Berbee's warranty will be for Berbee in its sole discretion to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee You paid for the Services that are in breach of Berbee's warranty. You must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Berbee's warranty are performed. This warranty is voided in the event that You make alterations to the Service work product provided by Berbee. If You do not notify Berbee of a breach of Berbee's warranty during that 30-day period, You will be deemed to have irrevocably accepted the Services.

**3.2 Products.** Berbee does not warrant any Product. All Products are provided to You by Berbee "AS IS." Berbee will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. You, recognizing that Berbee is not the manufacturer of any Product, expressly waive any claim that You may have against Berbee based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waive any right to indemnification from Berbee against any such Claim made against You by another. You acknowledge that no employee of Berbee or any other party is authorized to make any representation or warranty on behalf of Berbee that is not in this Agreement.

**3.3 DISCLAIMER.** BERBEE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4. LIMITATIONS OF LIABILITY.** IN NO EVENT, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL BERBEE OR ANY OF ITS THIRD PARTY SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES, LOST REVENUE, LOST PROFITS, LOST BUSINESS, LOST OR DAMAGED DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, DELAYS, INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER FORESEEABLE OR NOT AND EVEN IF BERBEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT WILL BERBEE'S AGGREGATE LIABILITY (INCLUDING ATTORNEYS' FEES AND ALL OTHER COSTS) TO YOU, IF ANY, EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID BY YOU TO BERBEE UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICES FOR WHICH LIABILITY HAS BEEN ASSERTED.

**5. Confidentiality.** During the term of this Agreement and for a period of three (3) years thereafter (and, as to trade secrets of each Party, for such longer time as such information remains a

trade secret of such Party without unauthorized disclosure by the receiving Party hereunder), each Party will keep in confidence all Confidential Information (as defined below) of the other Party and neither Party will use or disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any Confidential Information relating to the other Party obtained by virtue of this Agreement or the Services performed pursuant to the Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. "Confidential Information" means information that a Party possesses or to which such Party has legal rights (for example, third party confidential information in such Party's lawful possession) and includes, but is not limited to, technical processes and formulas, source and object code, product designs, fees, quotes and selling price and other unpublished financial information, product and business plans, marketing data, the terms and conditions of this Agreement (including any Statements of Work), documents, copies of documents, data, summaries, reports and all other information of all kinds, whether oral, electronic or written. Confidential Information does not include any information that is: (i) generally known or available to the public through no act of the receiving Party, (ii) already known to the receiving Party at the time of receiving such Information, (iii) independently developed by the receiving Party; or (iv) furnished to the receiving Party by a third party with the right to do so. You and Berbee agree to use all reasonable precautions and take any action necessary to prevent the Confidential Information from being acquired, accessed or used by unauthorized persons.

## **6. License and Ownership Rights.**

**6.1 Deliverables.** Materials specifically prepared by Berbee for You as a deliverable under a Statement of Work ("Deliverables") becomes Your property when delivered to You and fully paid for by You. Except for Pre-existing Work (as defined below) in such Deliverables, You will own all United States and international copyrights in the Deliverables. As between You and Berbee, Berbee will own all intellectual property rights to any pre-existing work that is included in any Deliverable (the "Pre-existing Work"). Berbee grants You a non-exclusive, royalty-free, non-transferable, perpetual license to use such Pre-existing Work, but only in connection with Your use of the Deliverable in which it is included.

**6.2 Common Elements.** To the extent that a Deliverable contains one or more Common Elements (as defined herein) that are developed by Berbee during the course of creating the Deliverable, You grant Berbee a royalty-free, perpetual, non-exclusive, worldwide, transferable license to make, have made, use, sell, improve, copy, prepare derivative works of, display, perform and distribute any such Common Element as determined by Berbee in its sole discretion. As used in this Section, "Common Element" means any part of a Deliverable that is not solely and directly related to Your business, but rather is used or useful to perform common operations or tasks (such elements may include, by way of example only, hardware or software configurations, scripting of repeated tasks, customizations to third-party applications, software operations or techniques for the manipulation of data). You and Berbee will sign such documents and take such



actions as are reasonably requested by the other to effectuate and confirm the agreed to ownership rights and interests.

## 7. Term and Termination.

7.1 This Agreement is effective upon the date specified in Section 9.5, and will remain in force perpetually, unless otherwise terminated as provided herein.

7.2 Either Party may terminate this Agreement or any Statement of Work upon at least fourteen (14) days' advance written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statements of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed. In the event of termination of this Agreement or any Statement of Work, You will pay Berbee for all Product shipped to You as well as for all partial Services provided (plus, to the extent that a Statement of Work for Services provides for a termination fee, payment of such termination fee) and all direct costs incurred by Berbee thereunder.

8. Taxes. You will pay or reimburse Berbee for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by Berbee under this Agreement, excluding, however, income taxes on profits that may be levied against Berbee.

## 9. General

9.1 **Authority.** Each Party represents and warrants that such Party has the power and authority to enter into and fully perform its obligations under this Agreement. You further warrant that You have the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Berbee to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Your information technology system upon which or related to which Berbee provides Services under this Agreement.

9.2 **Integration; Headings; Survival.** This Agreement and any Statements of Work constitute the entire agreement between Berbee and You with respect to Services and the Products. This Agreement supersedes all prior correspondence between the Parties. Except to the extent that a Statement of Work specifically states that it supersedes a term of this Agreement, the terms of this Agreement shall have precedence with regard to the subject matter of this Agreement and the Statement of Work. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Section and subsection headings are included for convenience only and are not to be used to construe or interpret this Agreement. Except as otherwise provided, any rights and duties of the Parties which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, indemnity, confidentiality, ownership of work product, and

survival of obligations, shall survive the termination of this Agreement.

9.3 **Assignment.** Except as expressly provided herein, this Agreement may not be assigned by a Party without the prior written consent of the other Party; provided, however, that a Party shall have the right to assign and otherwise transfer this Agreement without consent to any successor that acquires all or substantially all of the business or assets of such Party by way of merger, consolidation, other business reorganization, or the sale of stock or assets, provided that the assigning Party notifies the other Party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement. This Agreement shall be binding upon successors and permitted assigns of the Parties. Any assignment not in accordance with this Section is null and void.

9.4 **Notice.** Any notice provided for herein will be in writing and sent by overnight courier, registered or certified mail, postage prepaid, to the address of the Party contained herein. Either Party may change its address for notice purposes by notifying the other Party in this manner.

9.5 **Execution, Acceptance and Communication.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and of equal force and effect. This Agreement is subject to acceptance by both parties and will become effective upon signature by both parties. Either Party may communicate with the other by electronic means. When electronic communications are used, they are the equivalent of written and signed documents.

9.6 **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to its laws that direct the application of the laws of another state. The Parties agree that any claim or suit filed in connection with this Agreement shall be filed exclusively in state or federal courts located in Dane County, Wisconsin, which courts shall have exclusive jurisdiction over any dispute between the Parties. If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. This provision shall be construed as applicable to the entire Agreement.

9.7 **Relationship.** The relationship between You and Berbee is that of independent contractors not that of employer/employee, partnership or joint venture.

9.8 **Publicity.** Upon written approval by the other Party, either Party may advertise the relationship created pursuant to this Agreement, which approval will not be unreasonably withheld.

9.9 **No Waiver.** The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of either Party thereafter to enforce each and every provision thereof in accordance with its terms.

9.10 **Force Majeure.** No liability shall result to You or Berbee from delay in performance or nonperformance caused by circumstances beyond the reasonable control of You or Berbee including, but not limited to, acts of God, fire, war, embargo, any law or governmental regulations or labor



dispute, and the period of performance shall be deemed extended to reflect such delay as agreed upon by the Parties.

**9.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will

be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties and the remainder of the Agreement will continue in full force and effect to the extent that continued operation under this Agreement without the invalid or unenforceable provision is consistent with the intent of the Parties as expressed in this Agreement.

Agreed and confirmed:

**BERBEE INFORMATION NETWORKS CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Address:

5520 Research Park Drive

Madison, Wisconsin 53711

608.288.3000 (Phone)

608.288.3007 (Fax)

**McLean County, IL (YOU)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

D&B D-U-N-S Number: \_\_\_\_\_

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Pages: 1 -- 4

Department: County Board 0001

Fund: General 0001

CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 14,982,740	\$ 15,990,845	\$ 17,025,775	\$ 1,034,930	6.47%
Salaries	\$ 135,536	\$ 136,670	\$ 198,256	\$ 61,586	45.06%
Fringe Benefits	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	0.00%
Materials & Supplies	\$ 4,500	\$ 4,500	\$ 4,600	\$ 100	2.22%
Contractual	\$ 1,003,727	\$ 1,060,009	\$ 1,179,658	\$ 119,649	11.29%
Capital Outlay	\$ 96,000	\$ 121,000	\$ 165,500	\$ 44,500	36.78%
Other	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL:</b>	<b>\$ 1,247,763</b>	<b>\$ 1,330,179</b>	<b>\$ 1,556,014</b>	<b>\$ 225,835</b>	<b>16.98%</b>

Please see attached highlights of the Recommended Budget.

McLean County  
Fiscal Year 2007 Recommended Budget

Fund: General 0001

Department: County Board 0001

Highlights of the Recommended Budget:

REVENUE:

401.0001 General Property Taxes: This revenue line item account has decreased from \$7,219,191.00 in the FY'2006 Adopted Budget to \$7,027,423.00 in the FY'2007 Recommended Budget. The projected 2006 Equalized Assessed Valuation of \$3,384,500,600.00 reflects a 5.11% increase over the previous year. The adjusted Equalized Assessed Valuation, which is used to compute the tax rate, is projected at \$3,066,478,249.00 which is an increase of 4.99% over the prior year.

The proposed General Fund property tax levy would result in a tax rate of \$0.22917 per \$100 of equalized assessed valuation. The statutory maximum tax rate is \$0.25000 per \$100 of equalized assessed valuation.

407.0001 Retailers Occupation Tax: This revenue line item account has increased from \$5,380,400.00 in the FY'2006 Adopted Budget to \$6,010,400.00 in the FY'2007 Recommended Budget. This represents an 11.7% increase over the prior year. Year-to-date sales tax receipts through October 31, 2006 total \$4,874,670.32. The projected 2006 sales tax revenue to year-end totals \$5,849,604.00.

407.0002 State Income Tax: This revenue line item account has increased from \$1,325,850.00 in the FY'2006 Adopted Budget to \$1,595,425.00 in the FY'2007 Recommended Budget. This represents a 20.3% increase over the prior year. Year-to-date State income tax receipts through October 31, 2006 total \$1,281,286.20. The projected 2006 State income tax revenue to year-end totals \$1,537,543.00.

(2)

407.0010 Personal Property Replacement Tax: This revenue line item account has increased from \$1,129,199.00 in the FY'2006 Adopted Budget to \$1,395,050.00 in the FY'2007 Recommended Budget. This represents a 23.5% increase over the prior year. Year-to-date personal property replacement tax receipts through October 31, 2006 total \$1,314,736.24. The total revenue budgeted is based on the letter received from the Illinois Department of Revenue. Every year the Department of Revenue advises the County of the anticipated amount of Personal Property Replacement Tax revenue to be received in the coming fiscal year.

410.0575 Landfill Host Fees: This revenue line item account has increased from \$110,000.00 in the FY'2006 Adopted Budget to \$170,000.00 in the FY'2007 Recommended Budget. This line item accounts for the receipt of 50% of the projected Landfill Host fees to be received from the landfill operator during FY'2007. The other 50% of the projected Landfill Host fees to be received in FY'2007 have been budgeted in the Solid Waste Management Fund 0159 to cover the expenses of meeting the requirements set forth in the Solid Management Planning Act.

404.0007 Safe Havens Federal Grant: This revenue line item account has been included the FY'2007 Recommended Budget to account for the receipt of the Safe Havens Federal Grant funds. The County is the recipient of the grant funding. The Children's Foundation administers the grant and delivers the services that are to be provided pursuant to the terms of the grant agreement.

407.0009 Inheritance Tax Fees: This revenue line item account has increased from \$80,000 in the FY'2006 Adopted Budget to \$100,000 in the FY'2007 Recommended Budget. Year-to-date inheritance tax fee receipts through October 31, 2006 total \$135,219.06.

410.0114 Off-Track Betting: This revenue line item account has decreased from \$45,000.00 in the FY'2006 Adopted Budget to \$35,000.00 in the FY'2007 Recommended Budget. This represents a 22.2% decrease over the prior year. Year-to-date off-track betting revenues through October 31, 2006 total \$30,740.99.

450.0011 Transfer from Other Funds: This revenue line item account has decreased from \$231,171.00 in the FY'2006 Adopted Budget to \$197,863.00 in the FY'2007 Recommended Budget. This Transfer covers the FICA/Social Security expense and the IMRF expense for the County employees at MetCom. The County's share of the annual operating expense for MetCom is paid from a contract services line item in the County Board's departmental budget (see line item account 777.0017 below).

(3)

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2007 Recommended Budget.

501.0001 Elected Officials' Salaries: This salary line item has increased from \$92,550 in the FY'2006 Adopted Budget to \$94,814 in the FY'2007 Recommended Budget. This increase reflects the approved increase in the annual salaries of the County Board members.

523.0002 Escrow Account: This salary line item has increased from \$30,000 in the FY'2006 Adopted Budget to \$90,000 in the FY'2007 Recommended Budget. This increase is based on the fact that the County will be negotiating two Collective Bargaining Agreements with an effective date of January 1, 2007.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at the same dollar amount as in the FY'2006 Adopted Budget with the following exception.

620.0001 Operating/Office Supplies: This line item has increased from \$100 in the FY'2006 Adopted Budget to \$200 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenses as of the date the Recommended Budget was prepared.

Contractual Services:

All of the Contractual Services line item accounts have been budgeted in the FY'2007 Recommended Budget at the same dollar amount or less as in the FY'2006 Adopted Budget, with the following exceptions.

706.0001 Contract Services: This line item account has increased from \$32,850 in the FY'2006 Adopted Budget to \$55,000 in the FY'2007 Recommended Budget. This line item account includes the following contractual obligations to be funded during FY'2007: Anderson Legislative Services, court reporter expenses for public hearings, labor relations outside counsel, the County's share of the groundwater monitoring study and the codification and printing of all County Ordinances.

(4)

715.0001 Dues and Memberships: This line item account has increased from \$12,000 in the FY'2006 Adopted Budget to \$15,000 in the FY'2007 Recommended Budget. This line item account includes the following Dues and Membership expenses: National Association of Counties (\$3,012.00); Metro Counties of Illinois (\$5,000.00); McLean County Mayor's Association (\$150.00); McLean County Chamber of Commerce (\$3,300.00); McLean County Community COMPACT (\$100.00); and Heartland Resource and Conservation District (\$200.00).

718.0001 Schooling & Conferences: This line item account has been budgeted at \$10,000.00 in the FY'2007 Recommended Budget. This is based on a review of the year-to-date expenses as of the date the Recommended Budget was prepared.

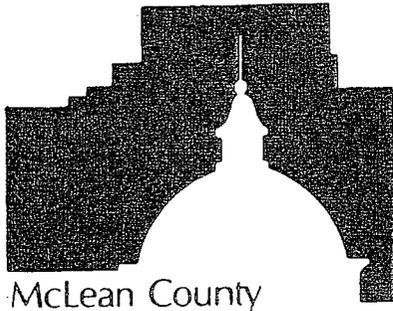
760.0002 Non-Travel Business: This is a new line item account added by the Auditor's Office to track registration expenses for community breakfast/luncheon meetings that Board members attend, for example, the Annual Economic Outlook for McLean County Breakfast.

777.0002 Economic Development Council: This line item account has increased from \$45,000 in the FY'2006 Adopted Budget to \$80,000 in the FY'2007 Recommended Budget. This increase matches the contribution by the City of Bloomington and the Town of Normal to the EDC. This increase is in response to the EDC's Navigating a New Direction campaign. The EDC is seeking financial contributions from local businesses, local government and educational institutions totaling \$3,000,000.00 over the next five years.

777.0017 Metro McLean County Centralized Communications: This line item account has increased from \$492,815 in the FY'2006 Adopted Budget to \$536,426 in the FY'2007 Recommended Budget. Pursuant to the Intergovernmental Agreement between the City of Bloomington, Town of Normal, McLean County, and the Emergency Telephone Systems Board, this line item account reflects the County's share of the annual operating expenses for the Metro McLean County Centralized Communications Center, Fund 0452, Department 0030.

777.0018 Safe Havens Grant: This expenditure line item account has been included in the FY'2007 Recommended Budget to account for the expenditure of the Safe Havens Federal Grant funds. The County is the recipient of the grant funding. The Children's Foundation administers the grant and delivers the services that are to be provided pursuant to the terms of the grant agreement.





McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**Information Services Status Report  
November 14, 2006**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in September.

**General Administration:**

- Reviewed and updated requirements related to go-live issues for Civil Data Load.
- Accepted request to participate in ICJIA Funding committee for statewide justice.
- Attended Illinois County Information Manager's Association meeting.
- Attend Government Municipal Information Services conference.

**Hardware/Network**

- Resolved access issues with employee's personalized network drives.
- Planned migration of personalized network drives to our Storage Area Network (SAN)
- Took delivery of 47 PCs and have begun configuration & deployment.
- Investigated additional bandwidth alternatives for County internet.
- Assisted in installation of new in-car video systems for Sheriff's department.
- Assisted Regional Planning in access issues related to new servers.
- Began assessment of server virtualization project.
- Began assessment of alternative remote desktop access methodology.

**Programming/Database/Web**

- Finished conversion of Criminal History (State's Attorney's office) into new ".net" form
- Continued improving internally developed reports and forms for IJIS project.
- Loaded 3<sup>rd</sup> test data load for EJS data load.
- Began evaluation of Office 2007, Windows Vista, Exchange 2007 and needed training.
- Web improvements to accommodate elections, etc.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Services



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

**TO: Honorable Chairman and Members, Property Committee**

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

**DATE: 10/25/06**

**RE: Emerald Ash Borer- EAB**

Emerald ash borer is an exotic non-native insect that was first discovered in the U.S. near Detroit, Michigan in 2002, and thought to have been transported from Asia in wood packing material shipped to the U.S. Adult beetles cause some damage to ash trees by eating foliage. The most significant damage is the result of EAB larvae feeding on the inner bark of ash trees, eventually killing the affected trees. More than 20 million trees are dead or dying in Michigan, Indiana and Ohio due to the damage caused by the pest. Areas of Michigan, Indiana and Ohio are under quarantine for EAB as well.

In July, The Illinois Department of Agriculture (IDA) established a quarantine zone in Kane County, site of the first EAB infestation in the state. Movement of ash trees and ash materials out of the 51 square mile area is prohibited to control the spread of the invasive pest. IDOA has since expanded the EAB quarantine to include Wilmette and this area of Cook County.

Transporting firewood is one way the emerald ash borer can be spread from areas with infested trees. It is believed that this is how EAB was moved to Northern Illinois. Quarantines are imposed to prevent infested ash firewood, logs or nursery trees from being transported and starting new infestations. The exposure likelihood to date from EAB to McLean County Parks has been relatively low due to the fact that less than 50 camping site nights per year are from Michigan, Indiana and Ohio combined. Unfortunately, the recent infestations in northern Illinois significantly increase the possibility of EAB exposure by visitors to McLean County's Parks.

Since this Summer, the Department of Parks and Recreation has had educational material posted and reminded visitors from the collar counties about the Firewood Ban. The Department of Parks and Recreation also cooperated with monitoring efforts by IDA and will continue to do so in the future. While the IDA quarantine is in effect, the Department of Parks and Recreation currently has no current enforcement mechanism, other than to request compliance.

The McLean County Department of Parks and Recreation is recommending an ordinance amendment **prohibiting** bringing to or using at County Parks sites, firewood from any area where a quarantine has been imposed due to the discovery of the emerald ash borer (EAB). The new regulation, which is recommended to be effective immediately, is intended to help prevent the spread of the emerald ash borer, particularly to any property owned or managed by the McLean County Department of Parks and Recreation.

The new regulation also bans the distribution of firewood at County Park sites unless authorized in writing by the County Parks Department. Visitors will be asked to forfeit firewood by County Parks or Sheriff's Department personnel if it has been brought to County sites from EAB quarantine areas.

The Department anticipates enforcement of the ordinance by asking those persons from quarantined areas as they check-in to campgrounds if they have brought firewood with them in violation of the quarantine and if they have, this firewood would be confiscated under the County Ordinance and immediately destroyed using recommended techniques. The ordinance is similar to a permanent EAB quarantine firewood ban that is anticipated to be placed on Illinois Department of Natural Resources sites early next year. The Department will continue to work with federal, state and local agencies and organizations to increase public awareness of this issue and prepare plans for addressing exposures in McLean County in the future.

ORDINANCE

AMENDING THE MCLEAN COUNTY ORDINANCE ADOPTING AND ENACTING RULES AND REGULATIONS PERTAINING TO THE PULBIC USE OF ALL COUNTY PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT OF SAID ORDINANCE AND FIXING OF PENALTIES FOR ITS VIOLATIONS.

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

35.12 GENERAL RULES

35.12-16

“It shall be unlawful:

For any person to bring or possess on Department of Parks and Recreation properties firewood from any geographical area where wood exportation has been prohibited by either State or federal quarantine; or to distribute firewood on Department properties without prior written agreement with the Department. Department staff or Sheriff’s Department officers may confiscate any firewood brought onto Department properties found to be in violation of this Part.”

ADOPTED by the County Board of McLean County this 21st day of November, 2006

ATTESTED:

APPROVED:

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

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Michael F. Sweeney, Chairman  
McLean County Board

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

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

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

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

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

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

1. That the Joint Education Committee of McLean, DeWitt and Livingston Counties shall consist of the following members: three (3) members from McLean County, one (1) member from DeWitt County, and one (1) member from Livingston County.
2. That for the Educational Service Region's **2007-2008** fiscal year, McLean County shall contribute 66%, DeWitt County shall contribute 16% and Livingston County shall contribute 18% of the cost of defraying the expenses of the Educational Service Region.
3. That for the Educational Service Region's **2008-2009** fiscal year, McLean County shall contribute 66%, DeWitt County shall contribute 16% and Livingston County shall contribute 18% of the cost of defraying the expenses of the Educational Service Region.
4. That for the Educational Service Region's **2009-2010** fiscal year, McLean County shall contribute 67%, DeWitt County shall contribute 15% and Livingston County shall contribute 18% of the cost of defraying the expenses of the Educational Service Region.
5. That for the Educational Service Region's **2010-2011** fiscal year, McLean County shall contribute 68%, DeWitt County shall contribute 15% and Livingston County shall contribute 17% of the cost of defraying the expenses of the Educational Service Region.
6. That for the Educational Service Region's **2011-2012** fiscal year, McLean County shall contribute 69%, DeWitt County shall contribute 14% and Livingston County shall contribute 17% of the cost of defraying the expenses of the Educational Service Region.
7. That this agreement shall terminate December 31, 2012.

8. That this agreement may only be amended by agreement of all of the parties. Furthermore, by mutual consent of the parties, this agreement may be amended or terminated in the event consolidation or redistricting of this regional office of education occurs during the term of this agreement.
9. No waiver or breach of this agreement or any provision hereof shall constitute a waiver of any other or further breach of this agreement or any provision hereof.
10. This agreement is severable, and the invalidity, or unenforceability, of any provision of this agreement, or any party hereof, shall not render the remainder of this agreement invalid or unenforceable.
11. That the Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region entered into prior to the date of this agreement shall terminate on December 31, 2006 and thereafter be replaced with this agreement.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by the County Boards of McLean, DeWitt and Livingston Counties.

County of McLean,

By: \_\_\_\_\_  
County Board Chairman

ATTEST: \_\_\_\_\_  
McLean County Clerk

County of DeWitt,

By: \_\_\_\_\_  
County Board Chairman

ATTEST: \_\_\_\_\_  
DeWitt County Clerk

County of Livingston,

By: \_\_\_\_\_  
County Board Chairman

ATTEST: \_\_\_\_\_  
Livingston County Clerk

W:\IG\_ROE.2007-2012

REGIONAL OFFICE OF EDUCATION: EAV by COUNTY

COUNTY	2003 TOTAL EAV	% of TOTAL	2002 TOTAL EAV	% of TOTAL	FY'2007 % FUNDING per AGREEMENT
DeWitt County	\$ 420,054,579	11.41%	\$ 451,028,617	12.60%	16.00%
Livingston County	\$ 516,148,518	14.02%	\$ 509,640,601	14.24%	18.00%
McLean County	\$ 2,744,722,629	74.57%	\$ 2,617,935,110	73.16%	66.00%
TOTAL EAV:	\$ 3,680,925,726		\$ 3,578,604,328		

**AN ORDINANCE REGULATING SMOKING IN PUBLIC PLACES  
AND PLACES OF EMPLOYMENT IN THE  
UNINCORPORATED AREAS OF McLEAN COUNTY**

WHEREAS, the City of Bloomington and Town of Normal have adopted strict no smoking ordinances to protect the health of their citizens; and

WHEREAS, secondhand smoke, which contains 4,000 chemicals, 63 of which cause cancer, is the third leading cause of preventable death in the United States, and the National Cancer Institute determined in 2000 (Monograph #10) that secondhand smoke is responsible for the early deaths of as many as 65,000 Americans annually; and

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart, stroke, respiratory disease, and lung cancer; and

WHEREAS, the Public Health Service's National Toxicology Program has listed secondhand smoke as a known carcinogen (U. S. DHHS, 2000, citing Cal. EPA, 1997); and

WHEREAS, the ills of smoking and secondhand smoke are well documented in all of the independent medical studies and secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

WHEREAS, children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden death syndrome, developmental abnormalities, and cancer; and

WHEREAS, the Americans with Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability; and

WHEREAS, (1) the U. S. Surgeon General has determined that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke, (2) the Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation, (3) air cleaners, which are only capable of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke, (4) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) bases its ventilation standards on totally smoke-free environments because it cannot determine a safe level of exposure to secondhand smoke, which contains cancer-causing chemicals, and ASHRAE acknowledges that the technology does not exist that can remove chemicals from the air that cause cancer; and

WHEREAS, a recently promulgated ASHRAE Position Document on Environmental Tobacco Smoke concludes that at present, the only means of eliminating health risks associated with indoor exposure is to ban all smoking activity; and

WHEREAS, the ASHRAE Position Document further concludes that no current ventilation, air cleaning or other technologies have been demonstrated to control health risks from environmental tobacco smoke exposure in spaces where smoking occurs; and

WHEREAS, a significant amount of secondhand smoke exposure occurs in the workplace, and employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and a measurable decrease in lung function; and

WHEREAS, smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates and increased liability claims for diseases related to exposure to secondhand smoke; and

WHEREAS, numerous economic analyses examining restaurant and hotel receipts and controlling for economic variables have shown either no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke-free; and

WHEREAS, creation of smoke-free workplaces is sound economic policy and provides the maximum level of employee health and safety; and

WHEREAS, smoking is a potential cause of fires, cigarette and cigar burns and ash stains on merchandise and fixtures and contributes to the economic damage of businesses; and

WHEREAS, on June 25, 2006, the Illinois Governor signed into law Senate Bill 2400 which gives non-home rule counties the ability to regulate smoking in public places and places of employment; and

WHEREAS, enacting an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County will eliminate secondhand smoke exposure in all workplaces and public places including without limitation restaurants and bars; and

WHEREAS, the County Board of McLean County, Illinois finds and declares that the purposes of this Ordinance are (1) to protect the public health and welfare by prohibiting smoking in all public places and places of employment, and (2) to guarantee the right of nonsmokers to breathe smoke-free air which shall have priority over the desire to smoke; now, therefore,

**BE IT ORDAINED** BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS  
as follows:

The McLean County Code is hereby amended by adding a new Chapter 39 to read as follows:

**Section 39 - 1 Title.**

This Chapter shall be known as the Regulation of Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County.

**Section 39 - 2 Definitions.**

The following words and phrases whenever used in Chapter shall have the following meanings:

“Adult Day Care Home” means a private residence which receives for care one or more aging or disabled adults, not related to the family.

“Business” means any sole proprietorship, partnership, joint venture, corporation, limited liability company or other business entity formed for profit-making purposes, including without limitation retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

“Child Day Care Home” means a private residence which receives for care one or more children under the age of 12, not related to the family.

“Church” means a facility primarily and regularly used for religious worship or religious instruction.

“Employee” means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

“Employer” means any person, business, partnership, association, corporation, including without limitation a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

“Enclosed Area” means all space in any structure or building that is enclosed on all sides by any combination of walls, half walls, windows, or doorways extending from floor to the ceiling, regardless of whether they are open or closed.

“Facility” means any enclosed structure or building intended for human occupancy.

“Family” means one or more persons related by blood, marriage or adoption that owns and operates a business which employs no more than three unrelated persons.

“Health care facility” means any office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, rehabilitation hospitals, clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and other specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms and wards within health care facilities.

“Place of employment” means any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, and hallways. A private residence is not a “place of employment” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Private Club or Lodge” means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and if alcoholic beverages are sold such sale is incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, any business, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, service line, shopping malls, sports arenas, theaters, waiting rooms and common areas in multiple family residences. A private residence is not a “public place” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Retail tobacco store” means any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.

“Service line” means any indoor line at which one (1) or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

“Shopping mall” means any enclosed walkway or hall area that serves to connect retail or professional establishments.

“Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah or other lighted tobacco product in any manner or in any form.

“Sports Arena” means any enclosed sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley and other similar places where members of the general public assemble to participate in or witness sports, cultural, recreational or other events.

### **Section 39 - 3 McLean County Owned Facilities.**

Smoking shall be prohibited in any McLean County government facility and any McLean County government vehicle, including without limitation facilities and vehicles owned, leased, or operated by McLean County government.

### **Section 39 - 4 Prohibition of Smoking in Public Places and Places of Employment.**

Smoking shall be prohibited in all enclosed public places and places of employment within the unincorporated areas of McLean County, except as provided in Section 39 - 5.

### **Section 39 - 5 Where Smoking is not Regulated.**

Notwithstanding any other provision of this Chapter to the contrary, the following enclosed indoor areas shall be exempt from the provisions of Section 39 - 4.

1. Private residences and private residences wherein a home occupation or home office is permitted under the McLean County Zoning Ordinance, except when used as a licensed child day care home, adult care home, or health care facility, ~~or a home-based business of any kind open to the public~~, provided, however, private sleeping rooms in nursing homes and assisted living centers are not subject to Section 39 - 4, unless a roommate objects to smoking in the room.
2. Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than twenty-five per cent (25%) of the rooms rented to guests in a hotel or motel may be so designated.
3. Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of any section of this Chapter.

4. Private clubs or lodges.
5. Churches.
6. Public places that possess a current and valid Class "D" liquor license issued by the McLean County Liquor Control Commission.
7. Places of employment which are solely operated as family businesses, except when used as a licensed child day care home, adult care home, or health care facility.

Public places and places of employment which are exempt from the provisions of Section 39-4 shall have posted at every public entrance a conspicuous sign clearly stating that smoking is permitted.

#### **Section 39 – 6 Declaration of Establishment as Non-Smoking.**

Notwithstanding any other provisions of this Chapter, an owner, operator, manager, or other person in control of any enclosed indoor area described in Section 39 – 5 may declare that entire indoor area as a non-smoking place.

#### **Section 39 - 7 Non-Retaliation.**

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Chapter or reports or attempts to prosecute a violation of this Chapter.

#### **Section 39 - 8 Enforcement.**

A. Notice of the provisions of this Chapter shall be given to all applicants for a liquor license in McLean County.

B. Any citizen who desires to register a complaint under this Chapter may file a police report with the McLean County Sheriff.

C. McLean County shall have the authority, while a public place or place of employment is undergoing an otherwise mandated inspection, to inspect for compliance with this Chapter.

D. An owner, manager, operator or employee of a public place or place of employment regulated by this Chapter shall inform persons violating this Chapter of the appropriate provisions thereof. The posting of a no smoking sign that conforms with this Chapter shall be considered adequate notice.

E. In addition to the remedies provided by this Chapter, the McLean County Board Chairman or any person aggrieved by the failure of the owner, operator, manager or other person in control of a public place or a place of employment to comply with the provisions of this Section may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

#### **Section 39 - 9 Posting of Signs.**

Every public place and place of employment where smoking is prohibited by this Chapter, shall have posted at every public entrance a conspicuous sign clearly stating that smoking is prohibited. The international "no smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar diagonally across it shall be considered acceptable under this Section.

#### **Section 39 - 10 Violations and Penalties.**

A. A person who smokes in an area where smoking is prohibited by this Chapter shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

B. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to prohibit smoking shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

An owner, manager, operator or person in control of a place subject to this Chapter shall be deemed to have permitted a violation of the Chapter if a violation has occurred while the owner, manager, operator or person in control is physically present at the location at the time of the violation. It shall be a defense to this charge that the owner, manager, operator or person in control of the premises has told the smoking offender that smoking is prohibited, and if the smoker does not stop smoking, the owner, manager, operator or person in control has called the McLean County Sheriff's Department at the time of the violation and reported the refusal to comply with the Ordinance.

C. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to post a sign in conformance with the provisions of this Division shall be guilty of an infraction punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

D. Each day on which a violation of this Chapter occurs shall be considered a separate and distinct violation.

**Section 39 - 11 Public Education.**

McLean County, through the McLean County Health Department, shall engage in a continuing program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide owners, operators, and managers in their compliance with it.

**Section 39 - 12 Other Applicable Laws.**

This Chapter shall not be interpreted or be construed to permit smoking where it is otherwise restricted by other applicable laws.

**Section 39 - 13 Severability.**

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

**Section 39 - 14 Effective Date.**

That this Ordinance shall take effect January 1, 2007.

**Section 39 - 15 Date of Adoption.**

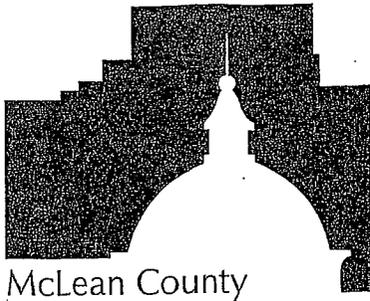
That this Ordinance is adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

\_\_\_\_\_  
Chairman, McLean County Board

ATTEST:

\_\_\_\_\_  
Clerk of the McLean County Board



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

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## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman  
Date: 10/30/2006  
Re: Juvenile Accountability Incentive Block Grant

---

McLean County Court Services recently received information regarding a Juvenile Accountability Incentive Block Grant (JABIG) which will allow McLean County to purchase twenty-five computers for the juvenile division of court services.

This a great opportunity, as it allows the county to purchase very needed computer equipment for the juvenile division, thus freeing Information Services computer budget for other departments.

This is a one time equipment grant with a 15% cash match. This match would come from the department's 2006 budget..

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**

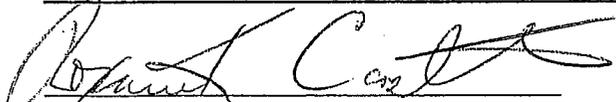
<b>Requesting Agency or Department:</b> McLean County Court Services		<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Juvenile Accountability Incentive Block Grant Program (JAIBG)		<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: One time grant  End:
<b>Grant Title:</b> Juvenile Reporting Center Program Equipment Request			
<b>Grant Amount:</b> \$32,514.53		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<b>Match Amount (if applicable):</b> Required Match :\$3,612.71 Overmatch: \$		<b>Expected Initial Receipt Date:</b>	
<b>Grant Total Amount:</b> \$ 36,127.24		<b>Source of Matching Funds (if applicable):</b> Juvenile Probation Fees	
<b>Will it be likely to obtain this grant again next FY?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td align="right">\$</td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$36,127.24</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td align="right">\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right">\$</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	<b>Total Personnel Cost</b>	\$	<b>Additional Expenses</b>		Subcontractors	\$	Equipment	\$36,127.24	Other	\$	<b>Total Additional Expenses</b>	\$	<b>GRANT TOTAL</b>	\$	<b>Description of equipment to be purchased:</b> 25 Desk Top Computers 25 Monitors 25 Microsoft Office 2003 DVD Burner  <b>Description of subcontracting costs:</b>  <b>Other requirements or obligations:</b>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
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<b>Total Additional Expenses</b>	\$																										
<b>GRANT TOTAL</b>	\$																										

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

**Responsible Personnel for Grant Reporting and Oversight:**

  
 Department Head Signature

10-30-09  
 Date

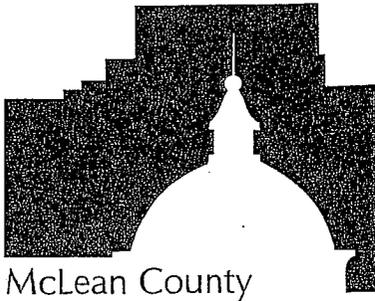
\_\_\_\_\_  
 Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
 Date

**OVERSIGHT COMMITTEE APPROVAL**

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
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# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: October 30, 2006

RE: Juvenile Detention Bed Space Master Contract

---

I have attached a master contract for lease of space in the McLean County Detention Center, for Livingston, Logan and Woodford Counties. This contract guarantees each county bed space at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. The master contract replaces the contract for lease of space that has previously been entered into with each county.

This contract has been reviewed and approved by the McLean County States Attorney's office.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**MASTER CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**I. PURPOSE**

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

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

**WHEREAS**, the McLean County Board and the Livingston County Board have by appropriate action, authorized this Agreement;

**WHEREAS**, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Livingston County.

**II. PARTIES**

McLean County is the receiving County. Livingston County is the transmitting County.

**III. TERMS**

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

The McLean County Board hereby delegates to the Superintendent of the McLean County Juvenile Detention Center the authority to approve purchases of detention days by the Transmitting County. The Superintendent of the Juvenile Detention Center shall consider the current population of the Detention Center, the number of detention days held and used by the transmitting County, the total number of detention days contracted for by all counties for space in the Juvenile Detention Center, the need for certainty in population management, current staffing levels and appropriate population numbers for the safety of juveniles detained in the Juvenile Detention Center

The transmitting County agrees to make payment promptly upon being billed.

The receiving County shall not be obligated to accept a detainee if doing so would result in overcrowding of the Juvenile Detention Center or would impair the safety of the staff or residents of the McLean County Juvenile Detention Center.

#### **IV. BILLING**

The receiving County will bill for services rendered under this Agreement on a monthly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### **V. DETAINEES**

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### **VI. NOTIFICATION**

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

Consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving

County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted.

Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

**XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Michael Shaughnessy  
Director/Chief Probation Officer  
119 1/2 North Mill Street  
P.O. Box 405  
Pontiac, Illinois 61764-0405

**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Livingston County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Livingston County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Y:/hug/documents/Master Contract Juvenile Detention Center.doc

**COUNTY OF MCLEAN**

**PURCHASE ORDER**  
**No. JDC 2006-00**

**SHIP TO:**

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE.**

McLean County Court Services  
 Juvenile Detention Center  
 903 N. Main Street  
 Normal, IL. 61761  
 Attention: Dave Goldberg

**DATE:** \_\_\_\_\_, 2006

**VENDOR NO.**

V  
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\_\_\_\_\_ County  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attn: Dave Goldberg**

<b>F.O.B.</b>	<b>VIA</b>
	<b>TERMS</b>
	<b>Standard</b>

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
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\_\_\_\_\_  
 AUTHORIZED BY

**ORIGINAL COPY**

**MASTER CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**I. PURPOSE**

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

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

**WHEREAS**, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

**WHEREAS**, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.

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If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

Consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving

County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted.

Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

**XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Dean Aeilts  
Director/Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, IL 62656

**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Y:/hug/documents/Master Contract Juvenile Detention Center.doc



# MASTER CONTRACT FOR LEASE OF SPACE IN THE McLEAN COUNTY JUVENILE DETENTION CENTER

## I. PURPOSE

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

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

**WHEREAS**, the McLean County Board and the Woodford County Board have by appropriate action, authorized this Agreement;

**WHEREAS**, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Woodford County.

## II. PARTIES

McLean County is the receiving County. Woodford County is the transmitting County.

## III. TERMS

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

The McLean County Board hereby delegates to the Superintendent of the McLean County Juvenile Detention Center the authority to approve purchases of detention days by the Transmitting County. The Superintendent of the Juvenile Detention Center shall consider the current population of the Detention Center, the number of detention days held and used by the transmitting County, the total number of detention days contracted for by all counties for space in the Juvenile Detention Center, the need for certainty in population management, current staffing levels and appropriate population numbers for the safety of juveniles detained in the Juvenile Detention Center

The transmitting County agrees to make payment promptly upon being billed.

The receiving County shall not be obligated to accept a detainee if doing so would result in overcrowding of the Juvenile Detention Center or would impair the safety of the staff or residents of the McLean County Juvenile Detention Center.

#### **IV. BILLING**

The receiving County will bill for services rendered under this Agreement on a monthly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### **V. DETAINEES**

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### **VI. NOTIFICATION**

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

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The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

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Consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving

County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

#### **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

#### **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

**XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Matt Noar  
Director/Chief Probation Officer  
105 E. Court Street  
Eureka, Illinois 61530

**XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

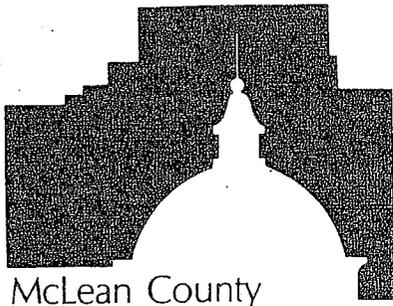
\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





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

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 30, 2006

TO: Mr. Tari Renner, Chairman  
FROM: Sheriff David Owens  
SUBJ: NOVEMBER 6<sup>th</sup> 2006 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following one (1) item be placed on the November 6<sup>th</sup>, 2006 Justice Committee Agenda for Action and one (1) item for Information only:

**Action**

- 1) **Edward Byrne Justice Assistance Grant:** Please find attached the grant application for \$11,646.00 through the Department of Justice, Edward Byrne Justice Assistance Grant. This grant is an equipment grant and McLean County has no financial obligation.

Included with the application are copies of the disbursement of funds agreement with the City of Bloomington. I would respectfully request the Justice Committee approve this agreement.

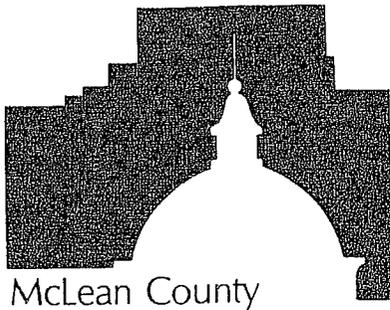
**Information**

- 1) **McLean County Detention Facility Population Report:** (Please see attached)

Respectfully,

David Owens  
Sheriff

DO:jc



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
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Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 19, 2006

To : Chief Deputy Love  
From : Lt. Mike Emery  
RE : Edward Byrne Justice Assistance Grant  
Application Number 2006-DJ-BX-1155

Chief,

Provided is the grant application we made for \$11,646.00 through the Department of Justice, Edward Byrne Justice Assistance Grant. McLean County has been approved for this amount of grant funding.

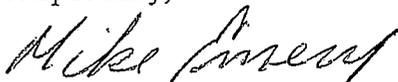
Included with the application are copies of the disbursement of funds agreement with the City of Bloomington. This agreement needs to be approved by our County Board, signed by the proper authority and three copies need to be returned to the Clerk for the City of Bloomington.

The City of Bloomington and County of McLean will equally share the \$11,646.00 award, with each entity receiving \$5,823.00. The program that McLean County will use this funding for will be the purchase and installation of security cameras in locations of our County Jail that pose security risks.

This is an equipment grant and McLean County has no financial obligation. The award is specifically for the purchase of the Jail security cameras.

Please advise if you have any questions.

Respectfully,

  
Lieutenant Mike Emery 3498

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<b>Requesting Agency or Department:</b> McLean County Sheriff's Department City of Bloomington Police Department		<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Department of Justice Office of Justice Programs		<b>Grant Type:</b> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other Grant # 2006-DJ-BX-1155	<b>Grant Date:</b> Start: 10/01/05 End: 09/30/09
<b>Grant Title:</b> Edward Byrne Justice Assistance Grant		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: December 1, 2006	
<b>Grant Amount:</b> \$11,646.00		<b>Source of Matching Funds (if applicable):</b> None	
<b>Match Amount (if applicable):</b> Required Match: \$None Overmatch: \$None		<b>Equipment Pass Through?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Grant Total Amount:</b> \$11,646.00		<b>Will it be likely to obtain this grant again next FY?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<b>Will personnel be supported with this grant:</b> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 0</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td><b>\$ 0</b></td> </tr> <tr> <td colspan="2"><b>Additional Expenses</b></td> </tr> <tr> <td>Subcontractors</td> <td>\$ 0</td> </tr> <tr> <td>Equipment</td> <td>\$5,823.00</td> </tr> <tr> <td>Other</td> <td>\$ 0</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td><b>\$ 0</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$5,823.00</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$ 0	Fringe Benefit Cost	\$ 0	<b>Total Personnel Cost</b>	<b>\$ 0</b>	<b>Additional Expenses</b>		Subcontractors	\$ 0	Equipment	\$5,823.00	Other	\$ 0	<b>Total Additional Expenses</b>	<b>\$ 0</b>	<b>GRANT TOTAL</b>	<b>\$5,823.00</b>	<b>Description of equipment to be purchased:</b> Security surveillance cameras for the McLean County Detention Facility
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	<b>Description of subcontracting costs:</b> None																								
	<b>Other requirements or obligations:</b> Total amount of grant funding \$11,646.00 is to be divided equally with the City of Bloomington Police Department. Each entity is to receive \$5,823.00																								

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

Responsible Personnel for Grant Reporting and Oversight:

Lt. Mike Emery Mike Emery 10/30/06  
 Department Head Signature Date

\_\_\_\_\_  
 Grant Administrator/Coordinator Signature (if different) Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of McLean 104 W. Front Street Bloomington, IL 61702-2400		4. AWARD NUMBER: 2006-DJ-BX-1155	
		5. PROJECT PERIOD: FROM 10/01/2005 TO 09/30/2009 BUDGET PERIOD: FROM 10/01/2005 TO 09/30/2009	
1A. GRANTEE IRS/VENDOR NO. 376001568		6. AWARD DATE 08/24/2006	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Security Cameras		10. AMOUNT OF THIS AWARD \$ 11,646	
		11. TOTAL AWARD \$ 11,646	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under P.L. 109-108			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Domingo S. Herraiz Director, Bureau of Justice Assistance		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Michael Sweeney CEO	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR    FUND CODE    BUD. ACT.    DIV. OFC.    REG.    SUB.    POMS    AMOUNT X    B    DJ    80    00    00       11646		21. DJ06U01001	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
**Bureau of Justice  
Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2006-DJ-BX-1155

AWARD DATE 08/24/2006

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice  
Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2006-DJ-BX-1155

AWARD DATE 08/24/2006

*SPECIAL CONDITIONS*

6. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded methlab operations:

A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.

B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.

C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants: (See Part II of this special condition)

7. 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice  
Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 5

PROJECT NUMBER 2006-DJ-BX-1155

AWARD DATE 08/24/2006

*SPECIAL CONDITIONS*

8. The recipient agrees to submit to BJA for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund may not be used to pay debts incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
12. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.
13. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
14. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. part 66 or (2) 28 C.F.R part 70 and OMB Circular A-110. Further, the use of program income must be shown on the quarterly Financial Status Report, SF269.
15. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.ojp.usdoj.gov/ec/states.htm>.
16. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice  
Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 5

PROJECT NUMBER 2006-DJ-BX-1155

AWARD DATE 08/24/2006

*SPECIAL CONDITIONS*

17. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
18. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
19. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov)."
20. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
21. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
22. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2006-DJ-BX-1155

PAGE 1 OF 1

This project is supported under P.L. 109-108

1. STAFF CONTACT (Name & telephone number)

Judy B. Poston  
(202) 616-1283

2. PROJECT DIRECTOR (Name, address & telephone number)

David Owens  
Sheriff  
Law and Justice Center  
104 W. front Street  
Bloomington, IL 61702-2400  
(309) 888-5034 ext.5034

3a. TITLE OF THE PROGRAM

FY 2006 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Security Cameras

5. NAME & ADDRESS OF GRANTEE

County of McLean  
104 W. Front Street  
Bloomington, IL 61702-2400

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2005 TO: 09/30/2009

8. BUDGET PERIOD

FROM: 10/01/2005 TO: 09/30/2009

9. AMOUNT OF AWARD

\$ 11,646

10. DATE OF AWARD

08/24/2006

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment programs; and 6) planning, evaluation, and technology improvement programs.

McLean County and Bloomington have agreed that the County will be the fiscal agent and the JAG allocation will be equally divided between the two jurisdictions. Funds will be used for law enforcement purposes. Planned equipment purchases include surveillance cameras for the detention facility to increase safety.

NCA/NCF

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

This form is for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this for for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR210. This information will be used by the Treasury Department to transmit payment data, by electric means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY Office of Justice Programs		OJP Grant Number/s: 2006-DJ-BX-1155
AGENCY IDENTIFIER OJP	AGENCY LOCATION CODE (ALC): 15-04-0001	
ADDRESS 810 Seventh Street, NW Attn: Office of the Comptroller Control Desk		
Washington D.C. 20531		
CONTACT PERSON NAME Office of the Comptroller Customer Service Center		TELEPHONE NUMBER (800) 458-0786
ADDITIONAL INFORMATION		

**PAYEE/COMPANY INFORMATION**

NAME: County of McLean		OJP Vendor Number: 376001568
ADDRESS: 104 W. Front Street		
Bloomington IL 61702-2400		
CONTACT PERSON NAME: Mr. Michael Sweeney		TELEPHONE NUMBER: (309) 888-5110 5110

**FINANCIAL INSTITUTION INFORMATION**

NAME: Chase		
ADDRESS: 2404 E. Oakland		
Bloomington Illinois 61704-1704		
ACH COORDINATOR NAME: Patti Miller		TELEPHONE NUMBER: (309) 433 9152
NINE-DIGIT ROUTING TRANSIT NUMBER: 07100001		
DEPOSITOR ACCOUNT TITLE: McLean County Treasurer		
DEPOSITOR ACCOUNT NUMBER: 273006999		LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX		
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)		TELEPHONE NUMBER: (309) 888-5110

NSN 7540-01-274-9925

388110;

SF3881 (Rev. 1290)  
Prescribed by Department of  
Treasury

AGENCY COPY

GMS APPLICATION NUMBER 2006-F2936-IL-DJ (Mandatory)

CITY SECRETARY  
CONTRACT NO. \_\_\_\_\_

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON, IL AND COUNTY OF MCLEAN, IL**

**2006 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 31st day of August, 2006, by and between The COUNTY of McLean, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections \_\_\_\_\_, \_\_\_\_\_ Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the COUNTY agrees to provide the CITY \$5,823 from the JAG award for the security upgrade program and tech lab workstation: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

COUNTY agrees to pay CITY a total of \$5,823 of JAG funds.

**Section 2.**

CITY agrees to use \$5,823 for the security upgrade program and tech lab workstation until August 31, 2008(date).

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the \_\_\_\_\_ Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the \_\_\_\_\_ Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

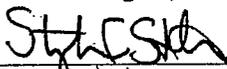
**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

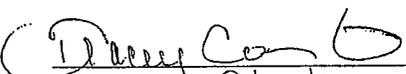
**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

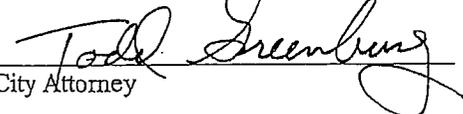
CITY OF Bloomington, IL COUNTY OF McLean, IL.

 \_\_\_\_\_  
~~City Manager~~ Mayor County Board Chairman

ATTEST: APPROVED AS TO FORM:

 \_\_\_\_\_  
City Secretary Clerk Assistant District Attorney

APPROVED AS TO FORM: \_\_\_\_\_  
Contract Authorization

  
City Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

## Intergovernmental Agreement

### Law and Justice Commission, MTU #8

The undersigned unit of local government, charged with the duty of enforcing the law and providing training for the law enforcement officers employed by each of them, recognize that few of them individually have the resources or the volume of trainees to support an in-service training program of the quality that could be provided by a joint effort with assistance available through the Intergovernmental Law Enforcement Officer's In-Service Training Act.

For and in consideration of the payments and contributions herein set forth, and a mutual covenant and obligation of the parties hereto, it is agreed by and among the undersigned parties as follows:

- 1) **AUTHORITY.** The parties hereto enter into this Intergovernmental Agreement pursuant to the authority vested in them by Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) for the joint exercise of this power to employ peace officers and to train them, and in accordance with the Intergovernmental Law Enforcement Officer's In-Service Training Act (50 ILCS 750/1 et. seq.) as any of them may now or hereafter be amended.
- 2) **DEFINITIONS.** "Act" means the Intergovernmental Law Enforcement Officer's In-Service Training Act. "Region" means the Law and Justice Commission, MTU #8. "Member" means any unit of local government which by official action of its governing body agrees to participate in the Region as provided herein. "Police Training Board" means the Illinois Local Governmental Law Enforcement Officers Training Board. "Advisory Board" means the Law and Justice Commission MTU #8 Advisory Board. "Units of local government" means counties, municipalities, townships, special districts, and entities designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts.
- 3) **PURPOSE.** The purpose of this contract is to participate in the multi-jurisdictional unit known as the Region which shall analyze and determine the law enforcement training needs of its members' law enforcement personnel employed by the state, by units of local government or by the federal government, or government, or their agencies and departments in the administration of justice. The Region will cooperate and coordinate its efforts with the Police Training Board.

- 4) **MEMBERS.** Units of local government may be added as members of the Region upon a majority vote of the representatives on the Advisory Board present at a regular meeting, provided that written notice that such question will be voted on has been mailed to each representative on the Board not less than ten days prior to the said meeting.
- 5) **DUTIES OF REGION.** The Region shall have as its duties and responsibilities those which are prescribe in the Act and those which are set forth in this Intergovernmental Agreement. The Region shall make rules pursuant to the Act and this Intergovernmental Agreement. The Region shall limit its operations to in-service training of law enforcement personnel employed by the state, by units of local government, or by the federal government, or their agencies and departments in the administration of justice.
- 6) **STAFF.** The staff of the Region shall consist of a full-time director appointed by the Board who shall be the chief executive officer of the Region and such clerical employees and other personnel as shall be authorized by the Board to be necessary for the operation of the Region.
- 7) **DUTIES OF DIRECTOR.** The Director shall be responsible for
  - a. managing and coordinating the on-going operation of the Region,
  - b. employing, terminating and supervising authorized or part-time staff
  - c. arranging for qualified instructors from among the employees of the state, local or federal departments or agencies wherever practical, and obtaining other instructional services as required
  - d. preparing and presenting to the Board, not less than sixty days prior to each fiscal year, a detailed proposed operating budget and a detailed schedule of proposed training for the upcoming year, and
  - e. securing and keeping in force at all times a policy or policies of insurance in amounts to be determined from time to time by the Board to protect against liabilities arising out of the operation of the Region.
- 8) **FUNDING.** Participating members shall contribute an annual fee fixed by the Advisory Board.
- 9) **OPERATION.** The fiscal year for the Region shall be July 1 through June 30.

10) **TERMINATION.**

- a. Any member may terminate its participation voluntarily only at the end of any fiscal year with sixty days advance written notice to the Advisory Board.
- b. In the event a member is terminated for failure to make contribution when pursuant due pursuant to Article 8 of this contract, all of that member's rights to the services and privileges of membership in the Region shall immediately cease and abate; and any contributions already made to the Region shall be forfeited to and retained by the Region.
- c. Termination shall occur if all parties agree or if funds are insufficient for operation of the Region.

11) **HUMAN RIGHTS.** This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.).

**COUNTY OF McLEAN**

**ATTEST:**

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**McLEAN COUNTY CORONER'S  
OFFICE**

**LAW AND JUSTICE COMMISSION,  
MTU #8**

\_\_\_\_\_  
Beth C. Kimmerling, Coroner

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

November 9, 2006

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik  
County Administrator

Re: Review of Recommended Budget for Fiscal Year 2007

To assist you during your review and consideration of the Recommended Budget for Fiscal Year 2007, I have summarized below the specific line item operating account changes made during the Oversight Committee review process. I have also enclosed a Summary of the Personnel Changes as tentatively approved and recommended by the Oversight Committees. Should you have any questions concerning this information, please call me at 888-5110.

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<u>0001-0001 County Board</u>	\$1,556,014	\$ 1,556,014	\$ 0

**EXECUTIVE COMMITTEE:**

After printing the FY'2007 Recommended Budget, the Administrator's Office discovered an error in the FTE staffing level in the County Clerk's Office. The FY'2007 Recommended Budget lists 4.0 FTE Deputy County Clerk and 1.0 FTE Office Support Specialist II. The staffing level should be as follows: 3.0 FTE Deputy County Clerk and 2.0 FTE Office Support Specialist II.

- Delete 1.0 FTE Deputy County Clerk - (\$24,641)
- Add 1.0 FTE Office Support Specialist II - \$28,945

The Finance Committee recommended approval of an increase of 0.50 FTE Part-Time Deputy County Clerk in the County Clerk's Office. To cover the additional cost of correcting the FTE staffing error and adding this Part-Time position, the following adjustment to the General Fund Property Tax levy is recommended:

(2)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>EXECUTIVE COMMITTEE:</b>			
0401.0001 General Property Tax	\$ 7,027,423	\$ 7,043,039	\$ 15,896
<u>0001-0002 County Administrator</u>	\$ 461,053	\$ 461,053	\$ 0
<u>0001-0043 Information Services</u>	\$ 2,041,071	\$ 2,041,071	\$ 0

**FINANCE COMMITTEE:**

<u>0001-0003 County Auditor</u>	\$ 331,012	\$ 331,012	\$ 0
The Finance Committee recommends approval of the following No Cost amendment in the County Auditor's Office:			
620.0001 Operating/Office Supplies	\$ 3,000	\$ 2,590	(\$410)
832.0001 Purchase of Furnishings/Office Equipment	\$ 4,000	\$ 4,410	\$ 410
<u>0001-0004 County Treasurer</u>	\$ 340,719	\$ 340,719	\$ 0
<u>0001-0005 County Clerk</u>	\$ 784,215	\$ 800,111	\$ 15,896

After printing the FY'2007 Recommended Budget, the Administrator's Office discovered an error in the FTE staffing level in the County Clerk's Office. The FY'2007 Recommended Budget lists 4.0 FTE Deputy County Clerk and 1.0 FTE Office Support Specialist II. The

(3)

<u>COMMITTEE/DEPARTMENT</u> <u>LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR</u> <u>RECOMMENDATION</u>	<u>COMMITTEE</u> <u>RECOMMENDATION</u>	<u>INCREASE/</u> <u>(DECREASE)</u>
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**FINANCE COMMITTEE:**

staffing level should be as follows: 3.0 FTE Deputy County Clerk and 2.0 FTE Office Support Specialist II.

- Delete 1.0 FTE Deputy County Clerk - (\$24,641)
- Add 1.0 FTE Office Support Specialist II - \$28,945

0503.0001 Full-Time Employees	\$ 209,173	\$ 213,477	\$ 4,304
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To assist the County Clerk with the additional responsibilities imposed by Early Voting and Grace Period Voting, the Finance Committee recommends approval of the following amendment in the County Clerk's Office:

0515.0001 Part-Time Employees	\$ 0	\$ 11,592	\$ 11,592
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<u>0164-0005 County Clerk</u> Document Storage Fund	\$ 47,117	\$ 47,117	\$ 0
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<u>0001-0006 County Recorder</u>	\$ 210,803	\$ 210,803	\$ 0
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<u>0137-0006 Recorder</u> Document Storage Fund	\$ 417,464	\$ 417,464	\$ 0
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<u>0167-0006 GIS Fees Fund</u>	\$ 220,000	\$ 220,000	\$ 0
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<u>0001-0048 Bloomington</u> <u>Election Commission</u>	\$ 497,249	\$ 497,249	\$ 0
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(4)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>FINANCE COMMITTEE:</b>			
<u>0001-0049 Supervisor of Assessments</u>	\$ 730,721	\$ 730,721	\$ 0
<u>0130-0069 Social Security/F.I.C.A.</u>	\$2,096,300	\$ 2,096,300	\$ 0
<u>0131-0069 I.M.R.F.</u>	\$2,354,053	\$ 2,354,053	\$ 0
<u>0133-0088 Cooperative Extension</u>	\$ 470,250	\$ 470,250	\$ 0
<u>0134-0072 Historical Museum</u>	\$ 61,235	\$ 61,235	\$ 0
<u>0135-0077 Tort Judgment</u>	\$2,291,553	\$ 2,291,553	\$ 0
<u>0136-0065 Veterans Assistance</u>	\$ 160,876	\$ 160,876	\$ 0
<b><u>Health Department Funds:</u></b>			
<u>0102-0061 Dental Sealant Grant</u>	\$ 192,223	\$ 192,223	\$ 0
<u>0103-0061 WIC Program</u>	\$ 384,315	\$ 384,315	\$ 0

(5)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>FINANCE COMMITTEE:</b>			
<u>0104-0061 Health Promotion Grant</u>	\$ 0	\$ 0	\$ 0
<u>0105-0061 Preventive Health Program</u>	\$ 111,793	\$ 111,793	\$ 0
<u>0106-0061 Family Case Mgmt.</u>	\$ 938,410	\$ 938,410	\$ 0
<u>0107-0061 AIDS/Communicable Disease Control</u>	\$ 254,593	\$ 254,593	\$ 0
<u>0110-0061 Persons/Developmental Disabilities</u>	\$ 601,464	\$ 601,464	\$ 0
<u>0111-0061 TB Care &amp; Treatment</u>	\$ 301,489	\$ 301,489	\$ 0
<u>0112-0061 Health Department</u>	\$3,761,471	\$ 3,761,471	\$ 0
<u>0401-0090 Nursing Home</u>	\$6,804,808	\$ 6,804,808	\$ 0
<b>JUSTICE COMMITTEE:</b>			
<u>0001-0008 Merit Board</u>	\$ 17,350	\$ 17,350	\$ 0

(6)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>JUSTICE COMMITTEE:</b>			
<u>0001-0015 Circuit Clerk</u>	\$ 1,998,459	\$ 1,998,459	\$ 0
<u>0138-0015 Circuit Clerk Administration/Operation</u>	\$ 12,700	\$ 12,700	\$ 0
<u>0140-0015 Circuit Clerk Court Automation</u>	\$ 220,292	\$ 220,292	\$ 0
<u>0142-0015 Circuit Clerk Court Document</u>	\$ 224,165	\$ 224,165	\$ 0
<u>0143-0015 Circuit Clerk Child Support</u>	\$ 156,852	\$ 156,852	\$ 0
<u>0156-0015 Circuit Clerk IDPA IV-D Project</u>	\$ 35,948	\$ 35,948	\$ 0
<u>0001-0016 Circuit Court</u>	\$ 846,318	\$ 846,318	\$ 0
<u>0156-0016 Circuit Court IDPA IV-D Project</u>	\$ 33,400	\$ 33,400	\$ 0
<u>0001-0018 Jury Commission</u>	\$ 104,624	\$ 104,624	\$ 0
<u>0001-0020 State's Attorneys Office</u>	\$ 2,453,423	\$ 2,453,423	\$ 0

(7)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>JUSTICE COMMITTEE:</b>			
<u>152-0020 State's Attorneys Office Asset Forfeiture Fund</u>	\$ 8,125	\$ 8,125	\$ 0
<u>0156-0020 State's Attorneys IDPA IV-D Project</u>	\$ 303,788	\$ 303,788	\$ 0
<u>0160-0020 State's Attorneys Multidisciplinary Domestic Violence</u>	\$ 66,945	\$ 66,945	\$ 0
<u>0001-0021 Public Defender</u>	\$1,459,569	\$ 1,459,659	\$ 0
<u>0001-0022 Court Services</u>	\$3,680,828	\$ 3,680,828	\$ 0
<u>0145-0022 Court Services Juvenile Probation Fee Services Fund</u>	\$ 6,167	\$ 6,167	\$ 0
<u>0146-0022 Court Services Adult Probation Fee Services Fund</u>	\$ 289,820	\$ 289,820	\$ 0
<u>0160-0022 Court Services Multidisciplinary Domestic Violence</u>	\$ 67,335	\$ 67,335	\$ 0
<u>0001-0029 Sheriff's Department</u>	\$7,242,055	\$ 7,242,055	\$ 0

(8)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>JUSTICE COMMITTEE:</b>			
<u>0141-0029 Sheriff's Department Court Security</u>	\$ 375,000	\$ 375,000	\$ 0
<u>0160-0029 Sheriff's Department Multidisciplinary Domestic Violence</u>	\$ 228,388	\$ 228,388	\$ 0
<u>0001-0031 Coroner</u>	\$ 428,043	\$ 428,043	\$ 0
<u>0001-0047 E.M.A.</u>	\$ 167,503	\$ 167,503	\$ 0
<u>0129-0062 Children's Advocacy Center</u>	\$ 464,174	\$ 464,174	\$ 0
<u>0452-0030 Metro McLean County Centralized Communications</u>	\$2,073,668	\$ 2,073,668	\$ 0
<b>LAND USE AND DEVELOPMENT COMMITTEE:</b>			
<u>0001-0038 Building and Zoning</u>	\$ 300,448	\$ 300,448	\$ 0
<u>0159-0001 Solid Waste Management Fund</u>	\$ 170,000	\$ 170,000	\$ 0

(9)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>PROPERTY COMMITTEE:</b>			
<u>0001-0040 Parks and Recreation</u>	\$ 549,689	\$ 549,689	\$ 0
<u>0147-0040 Parks and Recreation Evergreen Lake Lease Fund</u>	\$ 18,209	\$ 18,209	\$ 0
<u>0001-0041 Facilities Management</u>			
Juvenile Detention Center	\$ 226,366	\$ 226,366	\$ 0
Metro McLean County Centralized Communications	\$ 118,598	\$ 118,598	\$ 0
<u>0001-0041 Facilities Management</u>			
Health Department Building	\$ 511,506	\$ 511,506	\$ 0
Courthouse Maintenance	\$ 228,487	\$ 228,487	\$ 0
Law & Justice Center	\$2,008,783	\$ 2,008,783	\$ 0
Government Center	\$ 780,511	\$ 780,511	\$ 0

(10)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
<b>PROPERTY COMMITTEE:</b>			
0161-0050 Public Building Commission Lease/Debt Service			
Law & Justice Center	\$ 2,115,613	\$ 2,115,613	\$ 0
Government Center	\$ 526,027	\$ 526,027	\$ 0
0162-0041 Public Building Commission Additional Rent/Operations & Maintenance			
Old County Courthouse	\$ 218,487	\$ 218,487	\$ 0
Law & Justice Center	\$ 1,992,611	\$ 1,992,611	\$ 0
Government Center	\$ 390,255	\$ 390,255	\$ 0
0360-0041 Fairview Building Capital Lease			
Capital Lease	\$ 81,366	\$ 81,366	\$ 0
<b>TRANSPORTATION COMMITTEE:</b>			
<u>0120-0055 Highway Department Fund</u>	\$ 3,831,614	\$ 3,831,614	\$ 0
<u>0121-0055 County Bridge Matching Fund</u>	\$ 1,644,497	\$ 1,644,497	\$ 0

(11)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
0122-0055 McLean County <u>Matching Fund</u>	\$1,147,000	\$ 1,147,000	\$ 0
0123-0055 Motor Fuel Tax Fund	\$3,420,000	\$ 3,420,000	\$ 0

**TRANSPORTATION COMMITTEE:**

**FISCAL YEAR 2007 COMBINED ANNUAL  
APPROPRIATION AND BUDGET ORDINANCE**

**WHEREAS**, pursuant to Chapter 55, Illinois Compiled Statutes (2004), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

**BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD**, County of McLean in the meeting assembled that the 2007 Fiscal Year begins January 1, 2007 and ends December 31, 2007.

**BE IT ORDERED**, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2007 Fiscal Year beginning January 1, 2007.

**BE IT FURTHER ORDERED**, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

(2)

**ADOPTED** by the County Board of the County of McLean, Illinois, this 21st day of November, 2006.

**ATTEST:**

**ADOPTED:**

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

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

FISCAL YEAR 2007 RECOMMENDED BUDGET

COUNTY FUND	FY 2005 ADOPTED	FY 2005 ACTUAL	FY 2006 ADOPTED	FY 2006 AMENDED	FY 2007 RECOMMENDED	AMOUNT INCREASE	% CHANGE
GENERAL FUND 0001							
0001 County Board	1,247,763	1,816,816	1,330,179	1,330,179	1,556,014	225,835	16.98%
0002 County Administrator	418,490	438,457	440,084	440,084	461,053	20,969	4.76%
0003 County Auditor	295,090	268,206	309,588	309,588	331,012	21,424	6.92%
0004 County Treasurer	338,544	312,385	326,047	326,047	340,719	14,672	4.50%
0005 County Clerk	648,836	586,134	1,100,135	1,100,135	800,111	-300,024	-27.27%
0006 County Recorder	192,201	187,852	201,314	201,314	210,803	9,489	4.71%
0008 Merit Board	15,350	19,185	15,350	15,350	17,350	2,000	13.03%
0015 Circuit Clerk	1,812,121	1,764,567	1,911,435	1,911,435	1,998,459	87,024	4.55%
0016 Circuit Court	789,527	768,762	815,554	815,554	846,318	30,764	3.77%
0018 Jury Commission	98,003	90,475	101,032	101,032	104,624	3,592	3.56%
0020 State's Attorney	2,081,946	1,998,733	2,220,091	2,220,091	2,453,423	233,332	10.51%
0021 Public Defender	1,330,959	1,342,288	1,427,585	1,427,585	1,459,969	32,384	2.27%
0022 Court Services	3,203,044	3,194,065	3,343,188	3,344,423	3,680,828	337,640	10.10%
0029 Sheriff's Department	6,617,808	6,702,252	6,932,766	7,012,827	7,242,055	309,289	4.46%
0031 Coroner's Office	403,986	402,340	417,879	417,879	428,043	10,164	2.43%
0032 Rescue Squad	16,445	15,988	-	-	-	-	0.00%
0038 Building & Zoning	281,641	272,678	271,308	277,204	300,448	29,140	10.74%
0040 Parks and Recreation	412,718	403,521	554,623	554,623	549,689	-4,934	-0.89%
0041 Facilities Management	3,507,338	3,672,593	3,443,967	4,003,092	3,874,251	430,284	12.49%
0043 Information Services	1,821,246	1,734,421	2,089,600	2,129,433	2,041,071	-48,529	-2.32%
0047 E.S.D.A.	134,138	143,466	156,526	156,526	167,503	10,977	7.01%
0048 Bloomington Election	450,317	449,421	469,982	469,982	497,249	27,267	5.80%
0049 Assessment Office	634,360	677,929	662,921	662,921	730,721	67,800	10.23%
Total for General Fund:	26,751,871	27,262,534	28,541,154	29,227,304	30,091,713	1,550,559	5.43%

	FY 2005 ADOPTED	FY 2005 ACTUAL	FY 2006 ADOPTED	FY 2006 AMENDED	FY 2007 RECOMMENDED	AMOUNT INCREASE	% CHANGE
<b>SPECIAL REVENUE FUNDS</b>							
0102 Dental Sealant Grant	135,646	147,515	161,482	161,482	192,223	30,741	19.04%
0103 W.I.C. Grant	352,043	393,195	386,966	386,966	384,315	-2,651	-0.69%
0104 Health Promotion Grant	16,000	8,296	-	-	-	-	0.00%
0105 Preventive Health Grant	103,859	111,940	107,970	107,970	111,793	3,823	3.54%
0106 Family Case Management	905,998	863,326	916,616	926,847	938,410	21,794	2.38%
0107 AIDS/Communicable Disease	207,566	341,408	208,804	292,724	254,593	45,789	21.93%
0110 Persons/Dev. Disabilities Fund	575,286	571,799	586,794	586,794	601,464	14,670	2.50%
0111 TB Care & Treatment Fund	289,179	256,764	291,929	294,929	301,489	9,560	3.27%
0112 Health Department Fund	3,556,414	3,374,012	3,678,017	3,690,966	3,761,471	83,454	2.27%
0120 Highway Department Fund	2,619,063	2,712,584	2,878,730	4,008,197	3,831,614	952,884	33.10%
0121 Bridge Matching Fund	1,496,478	2,223,867	1,864,950	1,864,950	1,644,497	-220,453	-11.82%
0122 County Matching Fund	1,043,442	236,498	1,097,810	1,097,810	1,147,000	49,190	4.48%
0123 Motor Fuel Tax Fund	3,390,000	2,834,139	3,390,000	3,390,000	3,420,000	30,000	0.88%
0129 Children's Advocacy Center	461,491	448,401	462,274	462,274	464,174	1,900	0.41%
0130 Social Security Fund	1,985,166	1,927,360	2,048,000	2,048,000	2,096,300	48,300	2.36%
0131 I.M.R.F.	1,829,942	1,848,190	2,160,240	2,160,240	2,354,053	193,813	8.97%
0133 Cooperative Extension Service	437,750	433,963	450,000	450,000	470,250	20,250	4.50%
0134 Historical Museum Fund	55,276	54,827	58,410	58,410	61,235	2,825	4.84%
0135 Tort Judgement Fund	2,079,428	2,227,609	2,159,568	2,162,568	2,291,553	131,985	6.11%
0136 Veterans Assistance Commission	146,388	147,261	156,153	156,153	160,876	4,723	3.02%
0137 Recorder Document Storage	199,146	205,324	442,406	443,124	417,464	-24,942	-5.64%
0138 Circuit Clerk Administration/Operation	-	-	-	-	12,700	12,700	N/A
0140 Circuit Clerk Automation	304,326	245,983	455,752	455,752	220,292	-235,460	-51.66%
0141 Court Security Fund	422,447	342,010	375,000	375,000	375,000	0	0.00%
0142 Court Document Storage	341,687	265,239	486,322	497,016	224,165	-262,157	-53.91%
0143 Child Support Collection	56,400	50,857	203,502	203,502	156,852	-46,650	-22.92%
0145 Juvenile Probation Services	50,000	50,000	3,400	3,400	6,167	2,767	81.38%
0146 Adult Probation Services	363,800	333,816	401,000	401,000	289,820	-111,180	-27.73%

	FY 2005 ADOPTED	FY 2005 ACTUAL	FY 2006 ADOPTED	FY 2006 AMENDED	FY 2007 RECOMMENDED	AMOUNT INCREASE	% CHANGE
<b>SPECIAL REVENUE FUNDS</b>							
0147 Evergreen Lake Lease Fund	18,869	22,071	17,193	17,193	18,209	1,016	5.91%
0152 Asset Forfeiture Fund	1,600	6,815	6,000	6,000	8,125	2,125	35.42%
0156 IV-D IDPA Child Support Fund	367,018	354,878	373,136	373,136	373,136	0	0.00%
0159 Solid Waste Management Fund	100,000	35,708	250,000	250,000	170,000	-80,000	-32.00%
0160 Multi-Disciplinary Domestic Violence	262,439	306,273	310,558	310,558	228,388	-82,170	-26.46%
0161 PBC Lease	2,523,206	2,523,206	2,641,640	2,641,640	2,641,640	0	0.00%
0162 PBCRent/Operations & Maintenance	2,361,780	2,371,056	2,348,203	2,348,203	2,601,353	253,150	10.78%
0164 County Clerk Document Storage	41,837	29,500	44,756	44,756	47,117	2,361	5.28%
0167 GIS Fees	100,000	108,573	220,000	220,000	220,000	0	0.00%
0168 Collector Automation Fund	25,000	25,000	25,000	25,000	25,000	0	0.00%
0360 Fairview Building Lease	69,913	56,859	68,052	68,052	81,366	13,314	19.04%
0452 MetCom Centralized Communications	2,381,850	2,440,217	2,238,221	2,238,271	2,073,668	-164,553	-7.35%
Total for Special Revenue Funds:	31,677,733	30,936,339	33,685,607	35,228,883	34,677,772	992,165	2.95%
<b>ENTERPRISE FUND</b>							
0401 Nursing Home	5,939,140	5,830,636	6,270,506	6,270,506	6,804,808	534,302	8.52%
Total for Enterprise Fund:	5,939,140	5,830,636	6,270,506	6,270,506	6,804,808	534,302	8.52%
<b>TOTAL OPERATING BUDGET:</b>	64,368,744	64,029,509	68,497,267	70,726,693	71,574,293	3,077,026	4.49%

McLEAN COUNTY PROPERTY TAX LEVY: 2005 - 2007

COUNTY FUNDS	PROPERTY TAX LEVY IN 2005		PROPERTY TAX LEVY IN 2006		PROPERTY TAX LEVY IN 2007		CHANGE FROM PRIOR YEAR		% CHANGE
	MAXIMUM TAX RATE	AMOUNT	PAYABLE TAX RATE	AMOUNT	PAYABLE TAX RATE	AMOUNT	TAX RATE	INCREASE/(DECREASE) AMOUNT	
General Fund 0001	0.24818	\$ 6,906,180.00	\$ 0.24717	\$ 7,219,191.00	\$ 0.22989	\$ 7,043,319.00	-\$0.01749	\$ (175,872.00)	-2.44%
Persons/Dev. Disabilities 0110	0.02067	\$ 575,286.00	\$ 0.02009	\$ 586,794.00	\$ 0.01961	\$ 601,464.00	-\$0.00048	\$ 14,670.00	2.50%
TB Care & Treatment 0111	0.01024	\$ 285,029.00	\$ 0.00985	\$ 287,779.00	\$ 0.00970	\$ 297,339.00	-\$0.00016	\$ 9,560.00	3.32%
Health Department 0112	0.09211	\$ 2,563,277.00	\$ 0.09046	\$ 2,642,018.00	\$ 0.08693	\$ 2,665,661.00	-\$0.000353	\$ 23,643.00	0.89%
County Highway 0120	0.07223	\$ 2,010,063.00	\$ 0.07226	\$ 2,110,365.00	\$ 0.07372	\$ 2,280,614.00	\$0.00146	\$ 150,249.00	7.12%
Bridge Matching 0121	0.04964	\$ 1,381,478.00	\$ 0.04964	\$ 1,449,950.00	\$ 0.04985	\$ 1,528,497.00	\$0.00020	\$ 78,547.00	5.42%
County Matching 0122	0.03725	\$ 1,036,442.00	\$ 0.03724	\$ 1,087,810.00	\$ 0.03718	\$ 1,140,000.00	-\$0.00007	\$ 52,190.00	4.80%
Children's Advocacy 0129	0.00397	\$ 110,554.00	\$ 0.00394	\$ 115,000.00	\$ 0.00400	\$ 122,650.00	\$0.00006	\$ 7,650.00	6.65%
FICA 0130	0.07134	\$ 1,985,166.00	\$ 0.07012	\$ 2,048,000.00	\$ 0.06836	\$ 2,096,300.00	-\$0.000176	\$ 48,300.00	2.36%
IMRF 0131	0.05960	\$ 1,658,539.00	\$ 0.07054	\$ 2,060,240.00	\$ 0.07351	\$ 2,254,053.00	\$0.00297	\$ 193,813.00	9.41%
Historical Museum 0134	0.00199	\$ 55,276.00	\$ 0.00200	\$ 58,410.00	\$ 0.00200	\$ 61,235.00	\$0.00001	\$ 2,825.00	4.84%
Tort Judgment 0135	0.07464	\$ 2,076,928.00	\$ 0.07385	\$ 2,157,068.00	\$ 0.07464	\$ 2,288,853.00	\$0.00079	\$ 131,785.00	6.11%
Veterans Assistance 0136	0.00526	\$ 146,388.00	\$ 0.00535	\$ 156,153.00	\$ 0.00525	\$ 160,876.00	-\$0.00010	\$ 4,723.00	3.02%
L & J Debt Service 0161	0.07603	\$ 2,115,613.00	\$ 0.07244	\$ 2,115,613.00	\$ 0.06899	\$ 2,115,613.00	-\$0.000344	\$ -	0.00%
L & J Add'l Rental 0162	0.06725	\$ 1,871,434.00	\$ 0.06280	\$ 1,834,086.00	\$ 0.06498	\$ 1,992,611.00	\$0.00218	\$ 158,525.00	8.64%
Gov't Center Debt Service 0161	0.01465	\$ 407,593.00	\$ 0.01801	\$ 526,027.00	\$ 0.01715	\$ 526,027.00	-\$0.00086	\$ -	0.00%
Gov't Center Add'l Rental 0162	0.01154	\$ 321,076.00	\$ 0.01135	\$ 331,564.00	\$ 0.01273	\$ 390,255.00	\$0.00137	\$ 58,691.00	17.70%
Cooperative Extension 0133	0.01573	\$ 437,750.00	\$ 0.01541	\$ 450,000.00	\$ 0.01534	\$ 470,250.00	-\$0.00007	\$ 20,250.00	4.50%
ETSB 911 Debt Service	0.01104	\$ 307,125.00	\$ -	\$ -	\$ -	\$ -	\$0.00000	\$ -	-
ETSB 911 Surcharge Abatement	-0.01104	\$ (307,125.00)	\$ -	\$ -	\$ -	\$ -	\$0.00000	\$ -	-
Old Courthouse Add'l Rental 0162	0.00642	\$ 178,546.00	\$ 0.00625	\$ 182,553.00	\$ 0.00713	\$ 218,487.00	\$0.00087	\$ 35,934.00	19.68%
<b>TOTAL:</b>	0.93873	\$ 26,122,618.00	\$ 0.93877	\$ 27,418,621.00	\$ 0.92073	\$ 28,234,104.00	-\$0.01804	\$ 815,483.00	2.97%
Equalized Assessed Valuation:		\$ 3,067,935,130.00		\$ 3,220,000,000.00		\$ 3,384,500,600.00		\$ 164,500,600.00	5.11%
Adjusted EAV for Computing Tax Rates:		\$ 2,782,765,456.00		\$ 2,920,695,643.00		\$ 3,066,478,249.00		\$ 145,782,606.00	4.99%

**TRUTH IN TAXATION - FY'2007 BUDGET WORKSHEET**

**FY'2006 TAX LEVY**

	FY'2005	FY'2006	% Increase
<b>TOTAL EXTENDED:</b>	\$27,418,607.36	\$28,234,104.00	2.97%
L & J Debt:	\$2,115,571.09	\$2,115,613.00	
L & J Add'l Rent:	\$1,834,040.09	\$1,992,611.00	
Govt Center Debt:	\$525,972.33	\$526,027.00	
Govt Center Rent:	\$331,470.62	\$390,255.00	
Courthouse Rent:	\$182,527.88	\$218,487.00	
PBC Debt & Rent:	\$4,989,582.01	\$5,242,993.00	5.08%
Net Extended:	\$22,429,025.35	\$22,991,111.00	2.51%

**PROPOSED McLEAN COUNTY 2006 TAX LEVY ORDINANCE**

WHEREAS, pursuant to Chapter 35, Illinois Compiled Statutes (2004), Paragraph 205/156, the County Board of McLean County, Illinois, at the November 21, 2006 meeting, has considered a Tax Levy Ordinance in the amount of \$28,234,104.00 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$28,234,104.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

**BE IT ORDERED** that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

**BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD** that there is hereby levied, separate property taxes as follows:

**PROPOSED 2006 TAX LEVY BY FUND**

<u>Fund</u>	2006 <u>Tax Levy</u>	<u>Statutory Maximum</u>	<u>Statutory Authority</u>
0001 County General Fund	\$ 7,048,319.00	\$ 0.2500	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/5-1024
0120 County Highway Fund	\$ 2,260,614.00	\$ 0.0750	Chapter 605, <u>Illinois Compiled Statutes</u> (2004), 5/5-601
0121 Bridge Matching Fund	\$ 1,528,497.00	\$ 0.0500	Chapter 605, <u>Illinois Compiled Statutes</u> (2004), 5/5-602
0122 County Matching Fund	\$ 1140,000.00	\$ 0.0375	Chapter 605, <u>Illinois Compiled Statutes</u> (2004), 5/5-603

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0110 Persons/Developmental Disabilities Fund	\$ 601,464.00	\$ 0.1000	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 105-1
0111 Tuberculosis Care and Treatment Fund	\$ 297,339.00	\$ 0.0750	Referendum 11/6/60 and action of County Board of Supervisors 6/15/61, Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/5-23029
0112 Health Department Fund	\$ 2,665,661.00	\$ 0.1500	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/5-25003. Increased by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/5-25025 for Mental Health
0129 Children's Advocacy Fund	\$ 122,650.00	\$ 0.0040	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> 80/6. Established by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (2004)</u> 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 2,096,300.00	none	Chapter 40, <u>Illinois Compiled Statutes (2004)</u> , 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 2,254,053.00	none	Chapter 40, <u>Illinois Compiled Statutes (2004)</u> , 5/7-171

0134 Historical Museum Fund	\$ 61,235.00	(3)	\$ 0.0020	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/6-23001
0135 Fort Judgment Fund	\$ 2,288,853.00		none	Chapter 745, <u>Illinois Compiled Statutes (2004)</u> , 10/9-107
0136 Veterans Assistance	\$ 160,876.00		\$ 0.0300	Chapter 55, <u>Illinois Compiled Statutes (2004)</u> , 5/5-2006
0161 Public Building Commission Leases				
Law and Justice Center Lease Bond	\$ 2,115,613.00		none	September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes (2004)</u> , 20/18
Government Center Lease Bond	\$ 526,027.00		none	November 20, 2001, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes (2004)</u> , 20/18
0162 Public Building Commission Additional Rental				
Law and Justice Center Additional Rental Fund	\$ 1,992,611.00		none	Chapter 50, <u>Illinois Compiled Statutes (2004)</u> 20/18

(4)

Government Center Additional Rental Fund	\$ 390,255.00	none	Chapter 50, <u>Illinois Compiled Statutes (2004)</u> 20/18
Old County Courthouse Additional Rental Fund	\$ 218,487.00	none	Chapter 50, <u>Illinois Compiled Statutes (2004)</u> 20/18
0133 Cooperative Extension Fund	\$ 470,250.00	\$ 0.0500	Chapter 505, <u>Illinois Compiled Statutes (2004)</u> 45/8. Approved by referendum.

**TOTAL TO BE LEVIED:** \$28,234,104.00

2

**BE IT FURTHER ORDERED** that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

**BE IT FURTHER ORDERED** that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (2004), 205/162).

That the sums levied above in the amount of \$28,234,104.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (2004), Paragraph 215/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

(5)

That the sums heretofore levied in the amount of \$28,234,104.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2006.

**APPROVED and ADOPTED** by the County Board of McLean County, Illinois, at the meeting of November 21, 2006.

Dated this 21<sup>st</sup> day of November, 2006.

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney, Chairman  
McLean County Board

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ATTACHMENT A TO THE 2006 TAX LEVY ORDINANCE

FUND 0001 – GENERAL FUND

The amount of \$7,043,319.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Expense of the Regional Office of Education – County Board Office	\$237,673.00
(2) For the Expense of the County Auditor's Office	\$331,012.00
(3) For the Election Expense – County Clerk's Office	\$546,674.00
(4) For the Expense of the 11 <sup>th</sup> Circuit Court, McLean County	\$846,318.00
(5) For the Expense of the Jury Commission	\$104,624.00
(6) For Expert Witness Expense - State's Attorney's Office	\$22,368.00
(7) For the Full-Time Employees Salary Expense – Public Defender's Office	\$1,106,432.00
(8) For the Contract Services Expense - Public Defender's Office	\$141,689.00
(9) For the Care and Support Expense – Court Services Department	\$165,000.00
(10) For the Full-Time Employees Salary Expense – Law Enforcement, Sheriff's Department	\$1,564,260.00
(11) For the Food Expense in the Adult Jail - Sheriff's Department	\$275,000.00
(12) For the Dietary Utensils Expense in the Adult Jail - Sheriff's Department	\$2,364.00
(13) For the Purchase of Gasoline/Oil/Diesel Fuel - Sheriff's Department	\$120,000.00
(14) For the Contract Services Expense – Information Services Department	\$355,000.00
(15) For the Purchase of Computer Equipment – Information Services Department	\$153,000.00
(16) For the Election Expense – City of Bloomington Election Commission	\$497,249.00
(17) For the Full-Time Salary Expense – Supervisor of Assessments Office	\$401,391.00
(18) For the Expense of Advertising/Legal Notices - Supervisor of Assessments Office	\$92,765.00
(19) For the Contract Services Expense - Supervisor of Assessments Office	\$80,500.00
GENERAL FUND TOTAL:	\$7,043,319.00

FUND 0110 – PERSONS WITH DEVELOPMENTAL DISABILITIES FUND

The amount of \$601,464.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Contract Services Expense \$601,169.00
- (2) For the Administrative Surcharge Expense \$295.00

\$601,464.00

PERSONS WITH DEVELOPMENTAL DISABILITIES FUND TOTAL:

FUND 0111 - TB CARE AND TREATMENT FUND

The amount of \$297,339.00 is to be levied and collected for the following purposes:

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0062 Personal Health Services:

- (1) For Salaries, Differential Pay, Overtime, and Performance Incentive Pay \$155,351.00
- (2) For Employees Medical Insurance \$13,110.00
- (3) For the Purchase of Books, Videos, Publications \$98.00
- (4) For the Purchase of Educational Materials \$185.00
- (5) For the Purchase of Vaccines/Prescription Medicines \$9,500.00
- (6) For the Purchase of Medical/Nursing Supplies \$1,300.00
- (7) For the Contractual Services Expenses \$117,795.00

\$297,339.00

TB CARE AND TREATMENT FUND TOTAL:

FUND 0112 - HEALTH DEPARTMENT FUND

The amount of \$2,665,661.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0060 - Mental Health Services

- (1) For Full-Time Employees Salaries \$34,234.00
- (2) For Employee Medical Insurance \$1,200.00
- (3) For Purchase of Materials and Supplies \$306.00
- (4) For Contractual Services \$840,862.00

SUB-TOTAL: \$876,602.00

In Sub-department 0061 – Environmental Health

(1) For Full-Time Employees Salaries \$423,617.00  
 SUB-TOTAL: \$423,617.00

In Sub-department 0062 – Personal Health Services

(1) For Full-Time Employees Salaries \$804,894.00  
 (2) For Part-Time Employees Salaries \$54,450.00  
 (3) For the Purchase of Operating/Office Supplies \$7,500.00  
 (4) For the Purchase of Medical/Nursing Supplies \$10,500.00  
 (5) For the Purchase of Vaccines/Prescriptions \$30,000.00  
 (6) For Garbage Disposal Services \$876.00  
 (7) For the Optometrist Expense \$5,900.00  
 SUB-TOTAL: \$914,120.00

In Sub-department 0063 – Administrative Services

(1) For Full-Time Employees Salaries \$277,567.00  
 (2) For Performance Incentive Pay \$1,023.00  
 (3) For the Purchase of Books/Videos/Publications \$459.00  
 (4) For Purchase of Operating/Office Supplies \$3,225.00  
 (5) For Purchase of Postage \$1,890.00  
 (6) For the Purchase of Letterhead/Printed Forms \$1,600.00  
 (7) For the Purchase of Non-Major Equipment \$1,400.00  
 (8) For the Purchase of Computer Equipment \$3,000.00  
 SUB-TOTAL: \$290,164.00

In Sub-department 0067 – Health Promotion

(1) For Full-Time Employees Salaries \$93,757.00  
 (2) For Part-Time Employees Salaries \$21,083.00  
 (3) For Performance Incentive Pay \$1,923.00  
 (4) For Employees Medical/Life Insurance \$6,930.00

(5) For the Expense of Materials and Supplies \$6,895.00  
 (6) For the Expense of Contractual Services \$30,570.00  
 SUB-TOTAL: \$161,158.00

HEALTH DEPARTMENT FUND TOTAL: \$2,665,661.00

FUND 0120 – COUNTY HIGHWAY FUND

The amount of \$2,260,614.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance as approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries \$711,571.00  
 (2) For Occasional/Seasonal Employees \$37,500.00  
 (3) For Employees Medical/Life Insurance \$116,684.00  
 (4) For the Purchase of Gasoline/Diesel Fuel/Oil \$215,000.00  
 (5) For the Purchase of Cleaning Supplies \$2,700.00  
 (6) For the Purchase of Buildings/Grounds/Maintenance Supplies \$5,200.00  
 (7) For the Purchase of Letterhead/Printed Forms \$1,000.00  
 (8) For Purchase of Right-of-Way \$15,000.00  
 (9) For Equipment Maintenance and Repair \$185,000.00  
 (10) For Maintenance Roads/Drainage Structures \$90,000.00  
 (11) For Equipment Rental \$8,000.00  
 (12) For Contract Services \$50,000.00  
 (13) For Office Equipment/Furniture Maintenance \$500.00  
 (14) For the Construction of Roads and Bridges \$822,459.00

COUNTY HIGHWAY FUND TOTAL: \$2,260,614.00

FUND 0121 – COUNTY BRIDGE MATCHING FUND

The amount of \$1,528,497.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries \$242,479.00  
 (2) For Maintenance of Roads/Drainage Structures \$100,000.00

- (3) For Contract Services – Engineering and Design \$120,000.00
  - (4) For Construction of Roads, Bridges, Culverts \$1,066,018.00
- COUNTY BRIDGE MATCHING FUND TOTAL: \$1,528,497.00

FUND 0122 – COUNTY MATCHING FUND

The amount of \$1,140,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Engineering/Design Expenses \$22,000.00
  - (2) For the Administrative Surcharge Expense \$2,200.00
  - (3) For the Construction of Roads, Bridges, Culverts \$1,105,800.00
  - (4) For the Purchase of Right-of-Way \$10,000.00
- COUNTY MATCHING FUND TOTAL: \$1,140,000.00

FUND 0129 – CHILDREN’S ADVOCACY CENTER

The amount of \$122,650.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For the Salary of the Director, Children’s Advocacy Center \$63,435.00
  - (2) For Performance Incentive Pay \$500.00
  - (3) For Employee Medical Expense \$27,900.00
  - (4) For Purchase of Materials and Supplies \$8,360.00
  - (5) For Contract Services \$16,455.00
  - (6) For Maintenance Buildings/Grounds \$2,000.00
  - (7) For Purchase of Computer Equipment \$1,000.00
  - (8) For Gas Service \$3,000.00
- CHILDREN’S ADVOCACY CENTER TOTAL: \$122,650.00

FUND 0130 – F.I.C.A. – SOCIAL SECURITY EXPENSE

The amount of \$2,096,300.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Fringe Benefits/FICA Social Security Contribution \$1,795,265.00
- (2) For Interfund Transfers \$301,035.00

F.I.C.A. - SOCIAL SECURITY TOTAL: \$2,096,300.00

FUND 0131 – I.M.R.F. FUND

The amount of \$2,254,053.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Fringe Benefits/ IMRF Contribution \$2,043,169.00
- (2) For Interfund Transfers \$210,884.00

I.M.R.F. FUND TOTAL: \$2,254,053.00

FUND 0133 – COOPERATIVE EXTENSION

The amount of \$470,250.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Contract Services – Co-Operative Extension Services \$470,250.00

COOPERATIVE EXTENSION SERVICE TOTAL: \$470,250.00

FUND 0134 – HISTORICAL MUSEUM

The amount of \$61,235.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services – Historical Museum Expense \$61,235.00

HISTORICAL MUSEUM TOTAL: \$61,235.00

FUND 0135 – TORT JUDGMENT FUND

The amount of \$2,288,853.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0022 – Juvenile Detention Health Services

- (1) For Salary Expense \$48,461.00
- (2) For Employees Medical/Life Insurance \$3,100.00
- (3) For Contract Services \$39,225.00
- (4) For Mental Health Services \$1,000.00
- (5) For Dues and Memberships \$500.00
- (6) For Accreditation Expense \$900.00
- (7) For Schooling and Conferences \$3,000.00
- (8) For Non-Employee Medical Expense \$330.00

SUB-TOTAL: \$96,516.00

In Sub-department 0073 – Risk Management/Adult Correctional Health Services

- (1) For Salaries, Overtime Expense, and Performance Incentive Pay \$390,657.00
- (2) For Employees Medical/Life Insurance \$18,600.00
- (3) For the Purchase of Materials and Supplies \$169,540.00

(4) For Contractual Services Expense \$291,031.00  
 (5) For the Purchase of Capital Items \$6,500.00

SUB-TOTAL: \$876,328.00

In Sub-department 0077 – Risk Management/Insurance

(1) For Salaries and Overtime Expense \$66,346.00  
 (2) For Employees Medical/Life Insurance \$3,100.00  
 (3) For the Purchase of Materials and Supplies \$4,450.00  
 (4) For Contractual Services Expense \$1,013,913.00

SUB-TOTAL: \$1,087,809.00

In Sub-department 0078 – Risk Management/Civil Division

(1) For Salaries and Performance Incentive Pay \$203,716.00  
 (2) For Employees Medical/Life Insurance \$9,083.00  
 (3) For the Purchase of Materials and Supplies \$800.00  
 (4) For Contractual Services Expense \$14,601.00

SUB-TOTAL: \$228,200.00

TORT JUDGMENT FUND TOTAL: \$2,288,853.00

FUND 0136 – VETERANS ASSISTANCE COMMISSION

The amount of \$160,876.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Salaries and Performance Incentive Pay \$67,022.00  
 (2) For County IMRF Contribution \$5,362.00  
 (3) For Employees Medical/Life Insurance \$6,200.00

- (4) For FICA/Social Security Contribution \$5,127.00
- (5) For the Purchase of Materials and Supplies \$2,350.00
- (6) For Contractual Services Expense \$74,815.00

\$160,876.00

VETERANS ASSISTANCE COMMISSION TOTAL:

FUND 0161 – PUBLIC BUILDING COMMISSION LEASES

The amount of \$2,115,613.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Lease Agreement for the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois:

- (1) For Annual Lease Payment/Debt Service Payment \$2,115,613.00

The amount of \$526,027.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Lease Agreement for the 115 East Washington Street building between the Public Building Commission of McLean County and the County of McLean, dated November 20, 2001.

- (1) For Annual Lease Payment/Debt Service Payment \$526,027.00

FUND 0162 – PUBLIC BUILDING COMMISSION ADDITIONAL RENT, OPERATIONS, MAINTENANCE

The amount of \$1,992,611.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Agreement for the Operations and Maintenance of the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois.

- (1) For Additional Rental Payment due to the Public Building Commission \$1,992,611.00

The amount of \$390,255.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Government Center between the Public Building Commission of McLean County and the County of McLean, Illinois, dated November 20, 2001.

(1) For Additional Rental Payment due to the Public Building Commission \$390,255.00

The amount of \$218,487.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Old County Courthouse Building between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$218,487.00

**AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION**

**WHEREAS**, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

**WHEREAS**, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

**WHEREAS**, the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

**WHEREAS**, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2007 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

**BE IT RESOLVED** that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

**11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED.** The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2007 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

**11.52 ADDITIONS OF POSITIONS.** In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

**11.53 REPEAL.** The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2007.

**11.54 EFFECTIVE DATE.** This Resolution shall take effect and be in full force on and after January 1, 2007.

**ADOPTED** by the County Board of McLean County, Illinois, this 21st day of November, 2006.

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney, Chairman  
McLean County Board

FISCAL YEAR 2007 RECOMMENDED BUDGET - NEW POSITIONS

DEPARTMENT	POSITION TITLE	FTE	SALARY	MEDICAL	FICA		TOTAL		
					FUND 0130	IMRF FUND 0313			
GENERAL FUND 0001									
County Clerk's Office	Deputy County Clerk	0.50	\$ 11,592	\$ 1,550	\$ 887	\$ 925	\$ 14,954		
Circuit Clerk's Office	Office Support Specialist I	1.00	\$ 23,184	\$ 3,100	\$ 1,774	\$ 1,850	\$ 29,908		
State's Attorney's Office	Assistant State's Attorney III	1.00	\$ 50,526	\$ 3,100	\$ 3,865	\$ 4,032	\$ 61,523		
	Legal Assistant II	1.00	\$ 28,802	\$ 3,100	\$ 2,203	\$ 2,298	\$ 36,404		
	Office Support Specialist I	0.50	\$ 11,592	\$ 1,550	\$ 887	\$ 925	\$ 14,954		
Court Services Department	Probation Officer I	1.00	\$ 33,283	\$ 3,100	\$ 2,546	\$ 2,656	\$ 41,585		
	Probation Officer II	0.75	\$ 28,707	\$ 2,325	\$ 2,196	\$ 2,291	\$ 35,519		
Sheriff's Department	Correctional Officer	2.25	\$ 70,388	\$ 6,975	\$ 5,385	\$ 5,617	\$ 88,365		
	Control Operator	1.00	\$ 27,833	\$ 3,100	\$ 2,129	\$ 2,221	\$ 35,283		
Facilities Management	Custodian	1.00	\$ 17,253	\$ 3,100	\$ 1,320	\$ 1,377	\$ 23,050		
	Building Maintenance Worker	0.26	\$ 5,981	\$ -	\$ 458	\$ 477	\$ 6,916		
Information Services	GIS Technician	1.00	\$ 30,962	\$ 3,100	\$ 2,369	\$ 2,471	\$ 38,901		
TOTAL:					11.26	\$ 340,103	\$ 34,100	\$ 26,018	\$ 27,140

FY 2007

Position Reclassification Requests and Recommendations

Department

County Clerk		Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Title		I	II	III	IV	V	VI	VII		
Factor		20	15	20	20	5	15	5		
Values		4	5	5	5	3	4	2	440	10
Current		7	8	6	6	6	4	2	600	15
Requested		4	6	5	5	3	4	2	455	11
Recommended										

Chief Deputy Clerk  
Chief Deputy Clerk

Public Defender

Public Defender		Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Title		I	II	III	IV	V	VI	VII		
Factor		20	15	20	20	5	15	5		
Values		6	6	5	6	6	3	2	515	13
Current		7	8	5	8	6	4	2	620	16
Requested		7	7	5	8	6	4	2	605	15
Recommended										

Asst. P.D. IV  
Asst. P.D. V  
Asst. P.D. V

Information Systems

Information Systems		Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Title		I	II	III	IV	V	VI	VII		
Factor		20	15	20	20	5	15	5		
Values		5	6	5	6	4	3	2	485	12
Current		6	6	6	6	4	3	2	525	13
Requested		6	6	5	7	5	3	2	530	13
Recommended										

Systems/Database Coord  
Chief Sys/Database Coord  
Chief Sys/Database Coord

**Information Systems**

	Title	Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Network Support Specialist	Factor	I	II	III	IV	V	VI	VII		
	Values	20	15	20	20	5	15	5		
	Current	4	3	4	4	2	2	3	340	8
	Requested	4	3	5	5	2	2	3	380	9
Network Support Specialist	Recommended	4	3	5	5	2	2	3	380	9

	Title	Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Assessment Office	Factor	I	II	III	IV	V	VI	VII		
	Values	20	15	20	20	5	15	5		
	Current	4	6	5	3	4	3	2	405	9
	Requested	4	6	4	5	4	4	2	440	10
Asst CCA Officer	Recommended	4	6	4	5	4	4	2	440	10

**Nursing Home**

	Title	Knowledge/ Ability	Supervision/ Responsibilit y	Scope/ Effect	Problem Solving	Authority	Public Contact	Physical Conditions	Total	Pay Grade
Social Svcs Director	Factor	I	II	III	IV	V	VI	VII		
	Values	20	15	20	20	5	15	5		
	Current	3	4	4	4	4	3	2	355	8
	Requested	4	4	4	4	4	3	2	375	9
Social Svcs Director	Recommended	4	4	4	4	4	3	2	375	9