

Proceedings
of the
County Board
of
McLean County,
Illinois

November 21, 2006

*Subject to approval at
December 18, 2006
County Board Meeting*



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November 21, 2006

The McLean County Board met on Tuesday, November 21, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

Mr. Zeunik stated the following: PeggyAnn Milton is attending a conference in Chicago for the Illinois Association of County Officials and in her place is Judy LaCasse from the Administrator's office. I thought it was appropriate to have Judy here because this is her last meeting before the County Board. As many of you may have heard, she has accepted a position as a secretary for the new Associate Judge. She will be leaving us and those of us in the Administrator's office obviously hate to see her go. She has done a fantastic job and has been a superb assistant to me, the County Board Chairman, and to the other staff in the Administrator's office. So it is quite appropriate for her to be sitting up here today so that all of us can thank her and recognize her for the work she has done on behalf of McLean County.

The following Members answered to roll call:

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

The following Members were absent:

Members Sonny O'Connor and Cathy Ahart.

Consent Agenda:

Chairman Sweeney asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, October 17, 2006
- B. County Highway Department – Jack Mitchell, County Engineer

No Items for Action

- C. Building and Zoning – Phil Dick, Director

- 1) Zoning Cases:

- a) Request Approval of the application in case ZA-06-09 for a map amendment to change the zoning classifications from A-Agriculture District to R-1 Single Family Residence District on a two acre property which is located in White Oak Township immediately south of Sunset Road and approximately 1000 feet east of 825 East Road

- 2) Subdivision Cases:

- a) Request Approval of the request 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 the request 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 the request 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 the request for a preliminary subdivision plan for the Westside Commercial Subdivision that includes 9 lots on 23 acres 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 mile south of IL Route 9, File No. S-06-20

- e) Request Approval of the request 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 the request 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

D. Transfer Ordinances

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

- 1) Executive Committee
 - a) Request Approval of Proclamation Declaring the Official Christmas Ornament For the Town of Normal, the City of Bloomington, and the County of McLean, Illinois
- 2) Finance Committee
 - a) Request Approval of an Amendment to McLean County Revised Code, Chapter 26, Food Service, and Chapter 28, Health and Sanitation – Health Department
 - b) Request Approval of the Recommendation to Award Bids for Public Officials Bonds – Risk Management
 - c) Request Approval of Class D Raffle License for Central Catholic High School – County Administrator’s Office
- 3) Justice Committee
 - a) Request Approval to Apply for a Juvenile Accountability Incentive Block Grant to Purchase Twenty-five (25) Computers for the Juvenile Division of Court Services in Court Services
- 4) Property Committee
 - a) Request Approval of 2007 Approved Vendor List for Janitorial and Paper Supplies – Nursing Home

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

1) 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

2) 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
(Three-year term to expire on April 30, 2009)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Gary Morefield
10673 N. 3400 East Road
Arrowsmith, IL 61722
(Three-year term to expire on April 30, 2009)

3) 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

- F. Approval of Resolutions of Congratulations and Commendation:
- 1) Request Approval of a Resolution in Recognition of Ms. Sondra O'Connor
 - 2) Presentation to Sheriff Dave Owens

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David Severino in case ZA-06-09, parcel no. 06-28-128-009. He is requesting a map amendment to change the zoning classifications from A-Agriculture District to R-1 Single Family Residence District on a two acre property which is part of the NW ¼ of Sec. 28, Township 25N, Range 1E of the 3rd P.M. and is located in White Oak Township immediately south of Sunset Road and approximately 1000 feet east of 825 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 7, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The two acre property is relatively flat and drains to the north and west. The property is currently in crop production. The property has 450 feet of frontage on the south side of Sunset Road an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The property to the north and west is in the R-1 Single Family Residence District and is used as residences. The land to the east and south is in the Agriculture District and is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 120.75 out of 125 points. The site assessment score was 84 out of 175 points. The total LESA score was 204.75 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from Agriculture District to R-1 Single Family Residence District. The properties to the north and west are in the R-1 District and have been developed as residential subdivisions.

2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The topography of the property is suited for uses permitted in both the

Agriculture and R-1 Single Family Residence Districts. The low LEASA score indicates that this property has a low value for agricultural land protection.

3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 450 feet of frontage on the south side of Sunset Road. It appears that safe sight distance for entrances can be provided for the proposed use. A nearby resident requested how Sunset Road would be maintained during construction of new residences and whether there would be a reconfiguration of the road ditch. It was pointed out that the applicant will need to reach an agreement for such road maintenance with the White Oak Township Road Commissioner before approval of a preliminary plan for the division of the land into a subdivision and that storm drainage questions will be addressed in the subdivision process.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on Sunset Road and is approximately ¼ mile west to 825 East Road which is connected to US Highway 150 approximately 1½ miles to the south.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the R-1 Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is not located within the 100 year flood hazard area.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R-1 Single Family Residence District.** This standard can be met. The Carlock Fire District will provide fire protection for the subject property. Public sewer and water is not available at this time, however the applicant has indicated that the property will be served by private wells and septic systems that will have to be approved by the County Health Department.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R-1 Single Family Residence District

Respectfully submitted this 7th day of November 2006, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair

Drake Zimmerman

James Finnigan

Joe Elble

Jerry Hoffman

Michael Kuritz

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

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of Agriculture District to a classification of R-1 Single Family Residence District on a two acre property which is part of the NW ¼ of Sec. 28, Township 25N, Range 1E of the 3rd P.M. and is located in White Oak Township immediately south of Sunset Road and approximately 1000 feet east of 825 East Road; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-06-09 according to law; and

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

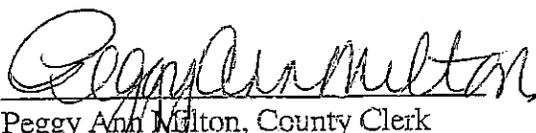
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

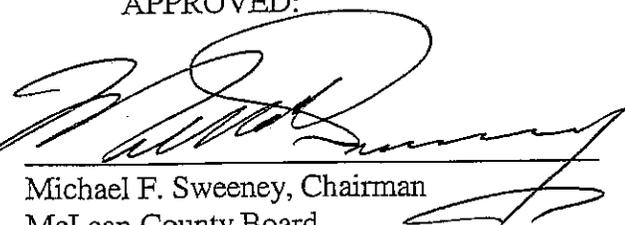
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of Agriculture District to a classification of R-1 Single Family Residence District.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 10 in the Prairie Trails Subdivision, File S-06-25

WHEREAS, Jon Paulsen has requested to vacate the south 15 feet of the north 40 feet of the front yard setback of Lot 10, Prairie Trails Subdivision, file number S-06-25, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

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

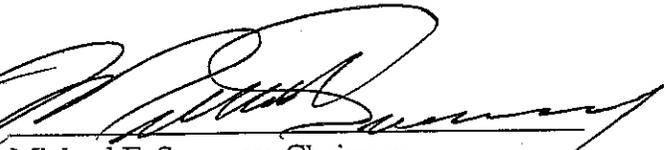
BE IT ORDAINED that the said vacation plat to vacate the south 15 feet of the north 40 feet of the front yard setback of Lot 10, Prairie Trails Subdivision is hereby approved.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-25

1. REFERENCE

- a. Meeting date: November 2, 2006
- b. Subdivider's name: Jon Paulsen
- c. Subdivision name: Lot 10 Prairie Trails

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 8737 Prairie Trail, Bloomington
- b. Township: Old Town Township
- c. Parcel Number: 22-32-176-008
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To vacate the south 15 feet of the north 40 feet of the front yard setback of Lot 10, Prairie Trails Subdivision – the applicant proposes to build a detached storage building on this area of the yard. A front setback line was placed along the north side of this lot when it was subdivided and approved by the County Board in case S-75-06 on May 6, 1975; there is no public road along this property line.
- f. Existing land use: Single family residence

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: .8 acre in area.
- b. County Health Department: Recommends approval of the proposed front setback vacation.
- c. County Highway Department: Recommends approval of the proposed front setback vacation. The Old Town Township Road Commissioner also indicated his approval of the proposed front setback vacation.

Staff recommends approval of the front setback vacation plat for Lot 10 of the Prairie Trails Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 7 in the Oakhill Subdivision, File S-06-26

WHEREAS, Richard and Ann Ramoino have requested to vacate the west 5 feet of the east 40 feet of the front yard setback of Lot 7 Oakhill Subdivision, file number S-06-26, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

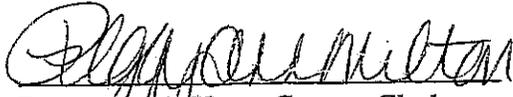
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

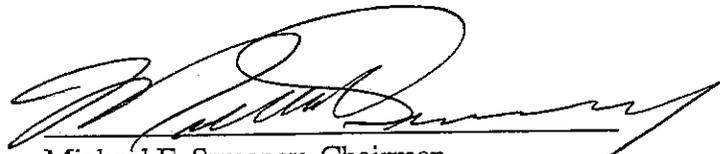
BE IT ORDAINED that the said vacation plat to vacate the west 5 feet of the east 40 feet of the front yard setback of Lot 7 Oakhill Subdivision is hereby approved.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-26

1. REFERENCE

- a. Meeting date: November 2, 2006
- b. Subdividers' names: Richard and Ann Ramoino
- c. Subdivision name: Lot 7 Oakhill

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 13660 North Oakhill Road, Bloomington
- b. Township: Dale Township
- c. Parcel Number: 20-04-152-007
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To vacate the west 5 feet of the east 40 feet of the front yard setback of Lot 7 Oakhill Subdivision – the applicants want to build an addition to their existing master bathroom. The front setback requirement according to the Zoning Ordinance is 30 feet. However, Oakhill Subdivision was platted with a front setback line of 40 feet when it was subdivided in case S-76-20 and approved by the County Board on October 6, 1976.
- f. Existing land use: Single family residence

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: .5 acre in area
- b. County Health Department: Recommends approval of the proposed front setback vacation.
- c. County Highway Department: Recommends approval of the proposed front setback vacation.

Staff recommends approval of the front setback vacation plat for Lot 7 of Oakhill Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Tandy Subdivision, File S-06-18

WHEREAS, Larry Ward, Pamela Ward, James Tandy, Patricia Tandy have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Tandy Subdivision, file number S-06-18, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Larry Ward, Pamela Ward, James Tandy, Patricia Tandy have subdivided three lots from their two residential lots; and

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

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

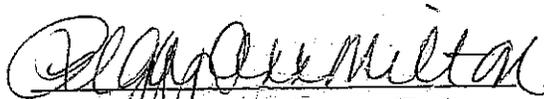
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

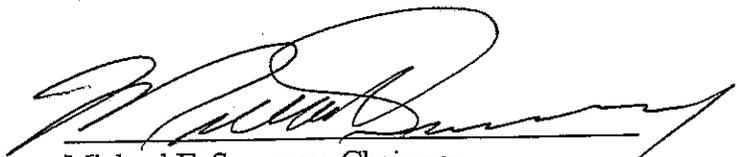
BE IT ORDAINED that the said waiver and final plat for the aforesaid Tandy Subdivision be and hereby are approved.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-18

1. REFERENCE

- a. Meeting date: November 2, 2006
- b. Subdividers' names: Larry Ward, Pamela Ward, James Tandy, Patricia Tandy
- c. Subdivision name: Tandy Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 19202, 19210, 19238 US 150 Hwy, Bloomington, IL
- b. Township: Old Town Township
- c. Parcel Number: 22-29-376-001 & 002
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: A waiver of preliminary plan requirements and a three lot final subdivision plat for the Tandy Subdivision
- f. Existing land use: There are currently two lots with one residence on each lot; one lot is .54 acres in area and one lot is 2.5 acres in area.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: The property is 3.14 acres in area. They are proposing to convert this property into three lots; Lot 1 to be .51 acres includes an existing residence, Lot 2 to be 1.09 acres is vacant and Lot 3 to be 1.54 acres includes an existing residence.
- b. County Health Department: Recommends approval of the proposed subdivision.
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Tandy Subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the Illinois Department of Transportation has approved a highway permit for the proposed entrance to Lot 2.

Staff recommends that the waiver of preliminary plan requirements and the Tandy Subdivision final plat should be approved.

Respectfully submitted,


Philip Dick, AICP, Director

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Westside Commercial Subdivision, File S-06-20

WHEREAS, Erik I. Sloneker has requested approval of a preliminary plan for the Westside Commercial Subdivision as provided in the Land Subdivision Regulations of McLean County in file S-06-20;

WHEREAS, said preliminary plan shows nine lots of which two are in the Commercial District and seven are in the M-1 Restricted Manufacturing District; and

WHEREAS, Erik I. Sloneker is requesting a waiver to allow storm water detention to be provided on site for each individual lot rather than as a unit for the subdivision as a whole as required by the McLean County Subdivision Ordinance; and

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

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Westside Commercial Subdivision be approved with the requested waiver to allow storm water detention to be provided on site for each individual lot rather than as required by the Subdivision Ordinance; now, therefore,

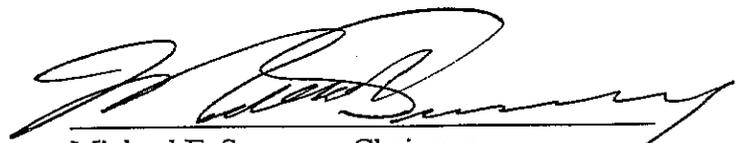
BE IT RESOLVED that the preliminary plan for Westside Commercial Subdivision, File S-06-20, be and hereby is approved.

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

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-20

1. REFERENCE

- A. Meeting date: November 2, 2006
- B. Subdivider's name: Erik I. Sloneker
- C. Subdivision name: Westside Commercial Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: 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.
- B. Township: Dale Township
- C. Parcel Number: 20-02-101-010
- D. Existing zoning: C-Commercial District in part on 3.8 acres along 1000 East Road and in part M-1 Restricted Manufacturing District on 19 acres to the east of this 3.8 acres; this property was rezoned from the Agriculture District in case ZA-06-03 by the County Board on May 16, 2006.
- E. Applicant request: Approval of a preliminary subdivision plan for 9 lots on 23 acres with a request a waiver to allow storm water detention on site for each individual lot.

Since this property is within 1½ miles of the City of Bloomington, this preliminary plan will need to be approved by them as well as the County.

- F. Existing land use: Crop production and grass

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 23 acres in area.
- B. County Health Department: Recommends approval of the preliminary plan.
- C. County Highway Department recommends approval of the proposed preliminary plan with a waiver to allow storm water detention to be provided on site for each individual lot. The Dale Township Road Commissioner recommends approval of the preliminary plan without the requested waiver.

Staff recommends that the preliminary plan for the Westside Commercial Subdivision be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Right-Of-Way and Easement Plats for Hickory Hill Subdivision, File S-06-23

WHEREAS, David Stark has requested to vacate the Hickory Hill Court Right-Of-Way and the utility easements in the Hickory Hill Subdivision, file number S-06-23, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, David Stark has obtained approval from the Bloomington Township Road commissioner to vacate the Hickory Hill Court Right-Of-Way; and

WHEREAS, David Stark has submitted communications from Corn Belt Energy, Verizon, Ameren IP, Insight Communications and Nicor Gas indicating that they have no objection to the request to vacate the easements in the Hickory Hill Subdivision; and

WHEREAS, a public hearing on said proposed road right-of-way and easement vacation plats was held by the Land Use and Development Committee of the McLean County Board as required by law; and

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

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

BE IT ORDAINED that the said vacation plats for the Hickory Hill Court Right-Of-Way and the utility easements in the Hickory Hill Subdivision are hereby approved.

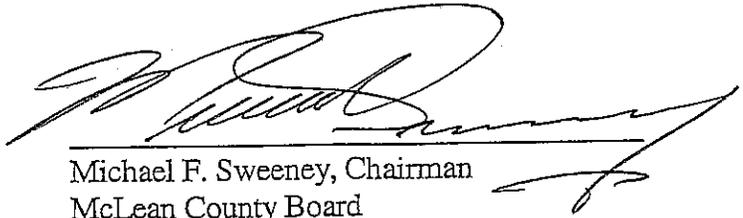
Adopted by the County Board of McLean County, Illinois this 21st day of November, 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-23

1. REFERENCE

- a. Meeting date: November 2, 2006
- b. Subdivider's name: David Stark
- c. Subdivision name: Hickory Hill Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 9147 Hickory Hill Court, Bloomington
- b. Township: Bloomington Township
- c. Parcel Numbers: 21-27-376-005 and 013
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To approve two easement and two road right-of-way vacation plats for the Hickory Hill Subdivision - a final plat for the nine lot Hickory Hill Subdivision was approved by the County Board in case S-78-04 on July 11, 1978. A final plat for the Resubdivision of Lots 4 and 9 was approved by the County Board in case S-80-03 on September 16, 1980; this was done to resolve easement and road right-of-way concerns.
- f. Existing land use: One single family dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Property: 9.44 acres
- b. County Health Department: Recommends approval of the easement and road right of way vacation plats for the Hickory Hill Subdivision.
- c. County Highway Department: Highway Department Staff has reviewed the road right-of-way vacation plats for the Hickory Hill Subdivision and recommends approval. The Bloomington Township Road Commissioner also recommends approval of the proposed road right-of-way vacation plats.
- d. Utilities: The applicant submitted communications from Corn Belt Energy, Verizon, Ameren IP, Insight Communications and Nicor Gas indicating that they have no objection to the request to vacate the easements in the Hickory Hill Subdivision.

Staff recommends approval of two easement and two road right-of-way vacation plats for the Hickory Hill Subdivision.



Respectfully submitted,
Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Hickory Hills Estate Subdivision, File S-06-27

WHEREAS, David Stark has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Hickory Hills Estate Subdivision, file number S-06-27, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, David Stark has proposed to record a one lot subdivision where there previously was recorded the nine lot Hickory Hill Subdivision; and

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

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

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

BE IT ORDAINED that the said waiver and final plat for the aforesaid Hickory Hills Estate Subdivision be and hereby are approved.

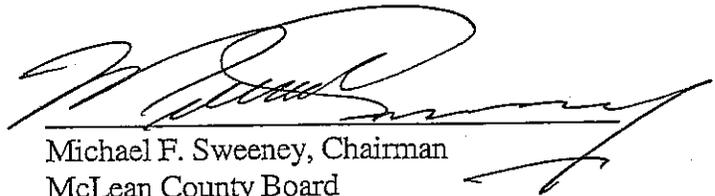
Adopted by the County Board of McLean County, Illinois this 21st day of November 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-27

1. REFERENCE:

- a. Meeting date: November 2, 2006
- b. Subdivider's name: David Stark
- c. Subdivision name: Hickory Hills Estate Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 9147 Hickory Hill Court, Bloomington
- b. Township: Bloomington Township
- c. Parcel Numbers: 21-27-376-005 and 013
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To approve a waiver of preliminary plan requirements and a one lot final subdivision plat for the Hickory Hills Estate Subdivision - a final plat for the nine lot Hickory Hill Subdivision was approved on this property by the County Board in case S-78-04 on July 11, 1978. A final plat for the Resubdivision of Lots 4 and 9 of the Hickory Hill Subdivision was approved by the County Board in case S-80-03 on September 16, 1980. The applicant has filed plats to vacate the internal street and easements on this property in case S-06-23.
- f. Existing land use: One single family dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Property: 9.44 acres
- b. County Health Department: Recommends approval of the Hickory Hills Estate Subdivision.
- c. County Highway Department: Highway Department Staff recommends approval of the waiver of preliminary plan requirements and the final plat for the Hickory Hills Estate Subdivision. The Bloomington Township Road Commissioner also recommends approval of the final plat for the Hickory Hills Estate Subdivision proposed vacation plat. The Emergency Telephone System Board staff also recommends that the applicant can keep his address on Hickory Hill Court if the County Board approves the vacation of the existing Hickory Hill Court and approves this final plat.

Staff recommends approval of a waiver of preliminary plan requirements and a one lot final subdivision plat for the Hickory Hills Estate Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director



November 2, 2006

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

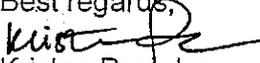
Dear Chairman Sweeney:

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

**AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE
FOOD SERVICE**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 6, 2006, that permit and license fees be increased, and

WHEREAS, the Finance Committee at their Nov., 2006 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 is and hereby is amended to read as follows:

Chapter 26, Food Service

26.08-6 Food Service Establishment Permit Fees. The annual fees for food permits shall be:

Class A Permit - ~~\$390.00~~ **\$402.00**

Class B Permit - ~~\$294.00~~ **\$303.00**

Class C Permit - ~~\$197.00~~ **\$203.00**

Class D Permit - Reserved for future use.

Class E Permit - Reserved for future use.

Class F Permit - No Fee

(Amended 11-19-91, 11-17-92, 09-20-94, 09-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, **11-??-06**)

26.26-6 Retail Food Store Permit Fees. The annual fees for food permits shall be:

Class A Permit - ~~\$390.00~~ **\$402.00**

Class B Permit - ~~\$294.00~~ **\$303.00**

Class C Permit - ~~\$197.00~~ **\$203.00**

Class D Permit - ~~\$197.00~~ **\$203.00**

Class E Permit - ~~\$ 97.00~~ **\$100.00**

Class F Permit - No Fee

(Amended 11-17-92, 09-20-94, 9-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, **11-??-06**)

26.58-1 Bed and breakfast permit fees. The annual fees for the permit shall be:

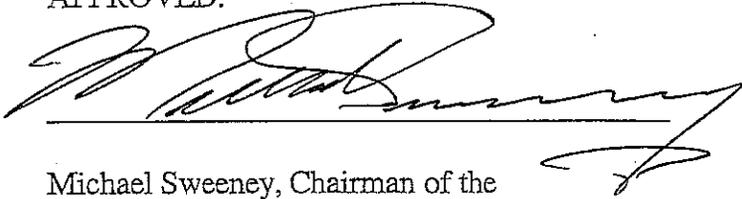
Class H Permit - ~~\$294.00~~ **\$303.00**

Class I Permit - ~~\$197.00~~ **\$203.00**

(Amended 11-17-92, 09-20-94, 9-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

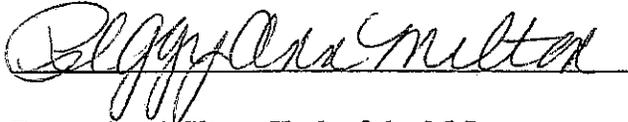
This amendment shall become effective and in full force on 11/21, 2006. Adopted by the County Board of McLean County, Illinois, this 21st day of November 2006.

APPROVED:



Michael Sweeney, Chairman of the
McLean County Board

ATTEST:



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

TA-0401-2006 FFA

**AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE
HEALTH AND SANITATION**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 6, 2006, that permit and license fees be increased, and

WHEREAS, the Finance Committee at their Nov, 2006 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 is and hereby is amended to read as follows:

Chapter 28 Health and Sanitation

28.60 PERMIT FEE

The non-refundable permit application fees for the following private sewage disposal systems or components of systems are:

(A) Septic tank or Imhoff Tank	\$ 74.00	\$ 76.00
(B) Aerobic treatment plant	\$ 74.00	\$ 76.00
(C) 1. Subsurface seepage field	\$109.00	\$112.00
2. Seepage bed	\$109.00	\$112.00
3. Sand filter (buried or recirculating)	\$109.00	\$112.00
4. Waste stabilization pond	\$109.00	\$112.00
5. 8" or 10" gravel-less seepage field	\$109.00	\$112.00
6. Chamber systems	\$109.00	\$112.00
(D) Treatment unit(s) and waste stabilization pond.	\$145.00	\$149.00
(E) Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$145.00	\$149.00
(F) Private Sewage Mound (77 Ill. Adm. Code 906)	\$145.00	\$149.00
(G) Holding Tank(s)	\$145.00	\$149.00
(H) Dump Station	\$145.00	\$149.00

(I) Any other system for which a variance in accordance with Section 28.60, of this Ordinance has been issued.

~~\$145.00~~ **\$149.00**

(Entire section amended 10-21-86, 12-15-87, 10-19-93, 9-20-94, 9-19-95, 9-17-97, 10-20-98, 9-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, **11-?-06**)

28.60-1 LICENSE FEES

The non-refundable fees for the following licenses are:

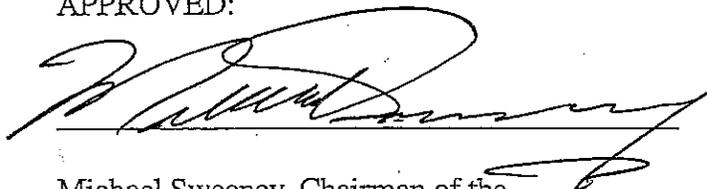
(A) Installer license ~~\$208.00~~ **\$214.00**

(B) Pumper license ~~\$208.00~~ **\$214.00**

(Section added 11-19-96, Amended 9-16-97, 10-20-98, 9-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, **11-?-06**)

This amendment shall become effective and in full force on 11/21, 2006. Adopted by the County Board of McLean County, Illinois, this 21st day of November 2006.

APPROVED:



Michael Sweeney, Chairman of the McLean County Board

ATTEST:



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

TA-0601-2006 SFA



Health Department

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

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

A handwritten signature in black ink, appearing to be "RJK", is written over the name "Robert J. Keller" in the "From" field.

Date: October 20, 2006

Re: Proposed Amendments to Food Service and Private Sewage Disposal Ordinances
Increasing Permit Fees 3%

Please find attached amendments to the McLean County Revised Code, Chapter 26, Food Service and Chapter 28, Health and Sanitation. The amendments increase permit fees for all permanent food establishments and private sewage disposal systems by 3%. This increase is submitted in conjunction with the 2007 Health Department budget approved by the Finance Committee on October 17th. The McLean County Board of Health approved the ordinance change at its meeting of September 6th.

In addition, the McLean County Board's Resolution Establishing the Budget Policy for Fiscal Year 2007, Section 12.22-2 User Fees and Charges states: "Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law..." The adjustment in fees will help underwrite a portion of the increase in costs within the food and sewage programs. Currently, fees support 62% of the food sanitation program and 18% of the private sewage disposal program.

Thank you for your consideration.



Health Department

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

Memorandum

TO: Honorable Members of the McLean County Board Finance Committee

FROM: Tom Anderson, Director of Environmental Health 

DATE: October 19, 2006

RE: Proposed amendments to McLean County Revised Code, Chapter 26, Food Service, and Chapter 28, Health and Sanitation.

Attached are the proposed amendments to the above-referenced County Code chapters regarding the regulation of food service establishments and private sewage disposal systems. This proposed amendment was reviewed and approved by the Board of Health on September 6, 2006.

The proposed changes consist of the following:

1. A 3% increase for all food permit fees included in Chapter 26 of the McLean County Revised Code.
2. A 3% increase for all permit fees in Chapter 28 of the McLean County Revised Code covering private sewage disposal systems and installer and pumper license fees.

TJA:lm

TA-0601-FC fee amend memo

Chapter 26, Food Service

26.08-6 Food Service Establishment Permit Fees. The annual fees for food permits shall be:

Class A Permit - ~~\$390.00~~ **\$402.00**

Class B Permit - ~~\$294.00~~ **\$303.00**

Class C Permit - ~~\$197.00~~ **\$203.00**

Class D Permit - Reserved for future use.

Class E Permit - Reserved for future use.

Class F Permit - No Fee

(Amended 11-19-91, 11-17-92, 09-20-94, 09-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

26.26-6 Retail Food Store Permit Fees. The annual fees for food permits shall be:

Class A Permit - ~~\$390.00~~ **\$402.00**

Class B Permit - ~~\$294.00~~ **\$303.00**

Class C Permit - ~~\$197.00~~ **\$203.00**

Class D Permit - ~~\$197.00~~ **\$203.00**

Class E Permit - ~~\$ 97.00~~ **\$100.00**

Class F Permit - No Fee

(Amended 11-17-92, 09-20-94, 9-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

26.58-1 Bed and breakfast permit fees. The annual fees for the permit shall be:

Class H Permit - ~~\$294.00~~ **\$303.00**

Class I Permit - ~~\$197.00~~ **\$203.00**

(Amended 11-17-92, 09-20-94, 9-19-95, 09-17-96, 09-16-97, 10-20-98, 09-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

TA-1901-foofee

Chapter 28 Health and Sanitation

28.60 PERMIT FEE

The non-refundable permit application fees for the following private sewage disposal systems or components of systems are:

(A)	Septic tank or Imhoff Tank	\$ 74.00	\$ 76.00
(B)	Aerobic treatment plant	\$ 74.00	\$ 76.00
(C)	1. Subsurface seepage field	\$109.00	\$112.00
	2. Seepage bed	\$109.00	\$112.00
	3. Sand filter (buried or recirculating)	\$109.00	\$112.00
	4. Waste stabilization pond	\$109.00	\$112.00
	5. 8" or 10" gravel-less seepage field	\$109.00	\$112.00
	6. Chamber systems	\$109.00	\$112.00
(D)	Treatment unit(s) and waste stabilization pond.	\$145.00	\$149.00
(E)	Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$145.00	\$149.00
(F)	Private Sewage Mound (77 Ill. Adm. Code 906)	\$145.00	\$149.00
(G)	Holding Tank(s)	\$145.00	\$149.00
(H)	Dump Station	\$145.00	\$149.00
(I)	Any other system for which a variance in accordance with Section 28.60, of this Ordinance has been issued.	\$145.00	\$149.00

(Entire section amended 10-21-86, 12-15-87, 10-19-93, 9-20-94, 9-19-95, 9-17-97, 10-20-98, 9-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

28.60-1 LICENSE FEES

The non-refundable fees for the following licenses are:

(A)	Installer license	\$208.00	\$214.00
(B)	Pumper license	\$208.00	\$214.00

(Section added 11-19-96, Amended 9-16-97, 10-20-98, 9-14-99, 10-17-00, 10-16-01, 11-19-02, 10-21-03, 11-16-04, 11-15-05, 11-??-06)

TA-1901-sepfee

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE AWARD OF THE
PUBLIC OFFICIALS BONDS

WHEREAS, pursuant to Illinois law, the County Elected Officials are required to have a Public Officials Bond underwritten and approved on or before the Elected Official is sworn into office on December 1, 2006; and,

WHEREAS, the Risk Manager solicited proposals from qualified insurance companies to provide Public Officials Bonds for those County Elected Officials who are scheduled to be sworn into office on December 1, 2006; and,

WHEREAS, the Finance Committee, at its regular meeting on November 7, 2006, recommended that the Public Official Bonds for all County Elected Officials who are scheduled to be sworn into office on December 1, 2006, be awarded to Acordia/IRM Agency, Normal, Illinois, which submitted the lowest, qualified bid meeting specifications; now, therefore,

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

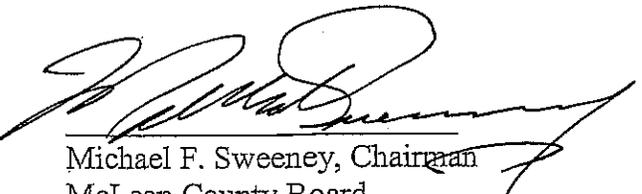
- (1) The McLean County Board herewith approves and authorizes the award of the Public Official Bonds for all County Elected Officials who are scheduled to be sworn into office on December 1, 2006, to Acordia/IRM Agency, Normal, Illinois
- (2) The McLean County Board herewith directs the Risk Manager to prepare the necessary applications and to secure the required underwriting approval for the Public Officials Bonds for all County Elected Officials who are scheduled to be sworn into office on December 1, 2006.
- (3) The McLean County Board herewith requests that the County Clerk forward a certified copy of this Resolution to the Risk Manager, the County Auditor, the County Treasurer, and the County Administrator.

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

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

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Matt Sorensen, Finance Committee Chair
Finance Committee Members
Cc: John Zeunik, County Administrator

From: Jennifer Ho, Risk Manager

Date: October 26, 2006

Subject: Recommendation of Bids for Public Officials Bonds – Election Year 2006

Public Officials Bonds bids for the elective county offices of the 2006 election year were opened on October 26, 2006 at 2:00pm in Room 404, Government Center, in the presence of the Chris Colaw, Assistant County Auditor, and Jennifer Ho, Risk Manager. Local agents were invited to participate and a legal notice was posted in the October 2, 2006 issue of the Pantagraph. Bids were received from three agencies representing carriers of size XV and A.M. Best rated 'A' or better. The stipulated minimum requirements were carrier size X and A.M. Best rating of 'A'. A business letter from a non-participating agency was opened in error.

The following bid results are summarized the attached Bid Opening Form. Carriers were consistently ranked in terms of price competitiveness across all requested bids. On this basis, I am recommending the bids be awarded to the Acordia/IRM agency which submitted the most competitive bids for all positions totaling \$ 4,331. A summary total of received bids by Agent is as follows:

Wally McColloch, Acordia/IRM – Normal, IL	-	\$ 4,331.00
Tom E. Brokaw, State Farm Insurance Agency, Bloomington, IL	-	\$ 10,684.00
Hal Gray, Mid-America Insurance Agency, Normal, IL	-	\$ 15,900.00

Received bids are kept open for 90 days following the bid opening as the bond is subject to underwriting requirements of the candidates to be bonded.

At this time, I would like to thank the local agents for participating in this process. It is their participation that makes it possible for the County to secure bonds for these elective offices as required under Illinois statutes. Please contact me if you should have questions on this matter. I will also be available at our regular meeting on November 7, 2006. Thank you.

W/attachment

	BOND AMOUNT	SHERIFF	CO. CLERK	CO. TREAS	CO. COLLECTOR	ROE - SUPT.
	AGENT/BROKER	\$ 100,000	\$ 20,000	\$ 500,000	\$ 500,000	\$ 100,000
		4-Yr Pd	4-Yr Pd	4-Yr Pd	4-Yr Pd	4-Yr Pd
1	AGENT CARRIER <i>Walt Kuroda</i>					
2	AGENT CARRIER <i>Highes James & Tom Brooks State Ins. Co.</i>	976.00	149.00	4438.00	4438.00	6083.00
3	AGENT CARRIER <i>Med. Company Ned Gray</i>	1400.00	400.00	6300.00	6300.00	15000.00
4	AGENT CARRIER <i>Accordia Mally McClellan</i>	355.00	700	1775.00	1775.00	355.00
5	AGENT CARRIER					
6	AGENT CARRIER					
7	AGENT CARRIER					

Total

14,684.00

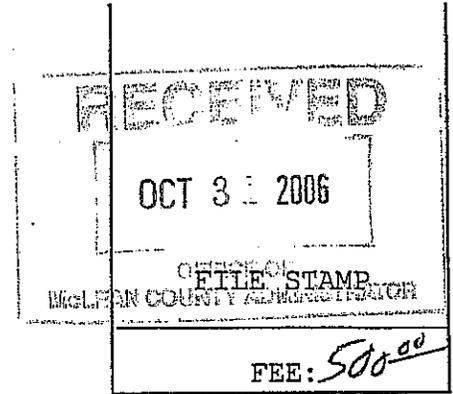
15,970.00

4,331.00

*Chris Colaw
Deputy Auditor
10/26/06*

**APPLICATION FOR A LICENSE TO
OPERATE A RAFFLE**

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



LICENSE REQUESTED

- Class A
- Class B
- Class C
- Class D

APPLICANT

NAME OF ORGANIZATION Central Catholic High School

MAILING ADDRESS 1201 Airport Road, Bloomington, IL, 61704

TELEPHONE NUMBER (309) 661-7000

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

DESIGNATED RAFFLE MANAGER

NAME Chuck Schanaberger - Director of Development

ADDRESS 1201 Airport Road,

CITY, STATE, ZIP Bloomington, IL 61704

TELEPHONE (309) 661-7000

RAFFLE MANAGER'S BOND (Check one)

- Fidelity Bond in the amount of \$300,000.00 attached as required in Section 4.67-1.
- Waiver of bond requested. (**Class A Raffles Only!** Attach sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2.)

OPERATION OF RAFFLE

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

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town, or village in which raffle chances are proposed to be sold or issued.)

The time period during which raffle chances will be sold or issued will be from December 24, 2006, through May 6, 2007, both (date) (date)

inclusive. (One year maximum.)

The determination of the winning chances will be held on May 6, 2007, at 1201 Airport Road, Bloomington, IL 61704. (exact location)

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

LIST OF ALL PRIZES OR MERCHANDISE TO BE AWARDED

PRIZE OR MERCHANDISE	RETAIL VALUE
<u>(1) Lot #45 2510 Monica Lane</u>	<u>\$ 200,000.00</u>
<u>(2) Cash Prize of \$10,000.00</u>	<u>\$ 10,000.00</u>
<u>(3)-(7) Cash Prizes of \$1,500.00</u>	<u>\$ 7,500.00</u>
<u>(8)-(14) Cash Prizes of \$500.00</u>	<u>\$ 3,500.00</u>
<u>(15)-(26) Cash Prizes of \$250.00</u>	<u>\$ 3,000.00</u>
<u>(27)-(36) Cash Prizes of \$150.00</u>	<u>\$ 1,500.00</u>
<u> </u>	<u>\$ _____</u>

AGGREGATE RETAIL VALUE OF ALL PRIZES OR MERCHANDISE \$ 225,500.00
Attach separate page if necessary to list all prizes or merchandise.

STATEMENT OF PURPOSE

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

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

I. Gross Proceeds:		
2000 shares at \$150.00 each		<u>\$300,000.00</u>
II. Estimated Administrative Costs:		
A. Application Fee:	\$500.00	
B. Raffle Manager Bond:	\$4,500.00	
C. Postage (est.):	\$6,300.00	
D. Printing (est.):	\$4,200.00	
E. Advertisement (est.):	\$13,200.00	
		<u>\$28,700.00</u>
III. Estimated Net Proceeds:		<u>\$271,300.00</u>
A. Labor for construction (est.)	\$75,075.00	
B. Construction materials (est.)	\$124,740.00	
C. Permits & fees (est.)	\$700.00	
D. Prizes (cash & auto)	\$25,500.00	
		<u>\$226,025.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 45,275.00</u>

AGREEMENT

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

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

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 30 day of October, 2006.

CENTRAL CATHOLIC HIGH SCHOOL

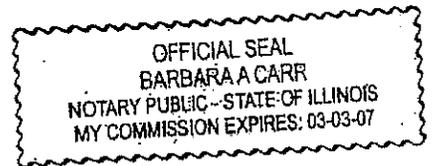
ATTEST:

By: *Joy Allen*

Barbara A Carr

Its Authorized Officer

Notary Public



THE COUNTY OF McLEAN,

ATTEST:

By: _____
Chairman, McLean County Board

McLean County Clerk

We, Joy Allen the presiding officer
and Jeanne Osterbuhr the secretary of the

Central Catholic High School

(exact name of applicant organization)

being duly sworn, hereby attest that the aforesaid organization is a

non-profit (Check one only; see Sections 24.62 and 24.64-5 of Ordinance for definitions.)

- Charitable Religious Veterans Business
 Educational Fraternal Labor Hardship

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and correct in every respect.

Joy Allen, Principal
(signature, Presiding Officer)

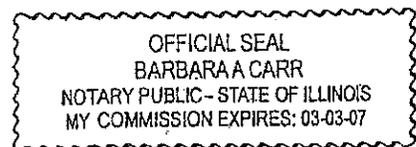
Date 10/30/06

Jeanne Osterbuhr
(signature, Secretary)

Date 10/30/06

Subscribed and sworn to before me this 30th day of October 2006.

Barbara A Carr
Notary Public



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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

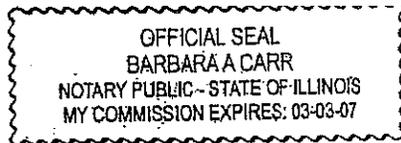
SS

AFFIDAVIT

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

1. That I am owner of real estate located at: Lot No. 45 at 2510 Monica Lane.
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean County Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.



x Marti A. Rave

Subscribed and sworn to before me
this 30th day of October, 2006.

Barbara A Carr
Notary public

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
10/30/2006

PRODUCER (309) 663-6950 FAX: (309) 663-8506
Bloomington Normal Insurance Agency
616 IAA Dr.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Bloomington IL 61701

INSURED
Central Catholic High School
1201 Airport Road

Bloomington IL 61704

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Deposit Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Bond	08662328	12/22/2003	Continuous Until Cancelled	\$300,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate is issued in regard to "Games of Chance Bond" Dream House.

CERTIFICATE HOLDER McLean County 104 W. Front Street Bloomington, IL 61701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Michael Moews/CARLA <i>Michael J. Moews</i>
--	---

District
Director

Attn: MARK DURAN

Person to Contact: R. D. Morris

Telephone Number: 488-1100

Refer/Reply to: EP/EO:7204

Date: June 11, 1987

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

Dear Sir:

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

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

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

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

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

September 15, 1995

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

SEP 1995
RECEIVED

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

CATHOLIC SCHOOLS DIOCESE OF PEORIA
OF
PEORIA, IL

is organized and operated exclusively for educational purposes.

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

We have issued your organization the following tax exemption identification number: 89991-5103-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

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

Legal Services Office
Illinois Department of Revenue

ST5-49 (N-1/95)
IL-492-345E

1t-0000063

General Grant Information

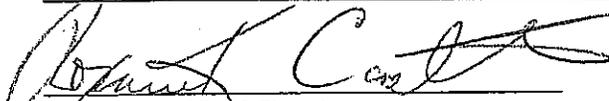
Requesting Agency or Department: McLean County Court Services		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Juvenile Accountability Incentive Block Grant Program (JAIBG)		Grant Type: <input type="checkbox"/>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

Grant Costs Information

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

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

Responsible Personnel for Grant Reporting and Oversight:

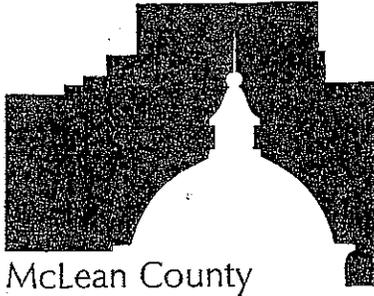

 Department Head Signature

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
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

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 is 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 BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

November 16, 2006

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval and award of the attached approved vendor list for bids and quotations received for the purchase of janitorial and paper supplies for Fiscal Year 2007.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

JAN MASTER

1755 Moundford Ct.

Decatur IL, 625256 1-217-433-5630

E-Mail lizamize@sbcgobel.net

WET MOP HANDLE:

54" mop handle

5.85 ea.

WET MOP HANDLE:

24 oz rayon

4.50 ea

FLOOR WAX

5/GAL./PL.

49.50 5/GAL.

FLOOR STRIPPER:

5/gal./pl.

32.50 5/gal.

FLOOR CLEANER & RESTORER:

5/GAL./PL.

49.80 5/gal.

ANSAM SERVICE & SUPPLY

8700 N. Allen Rd.

P.O. Box 3156

Peoria, IL 61612-3156

Jim Berlett 1-309-692-7121

jberlett@vonachen.com

Polypropylene Broom:

3.95 ea

Dust Pan:

2.05 ea.

Scrubbing Sponges:

Pad on one side scrubber on other-

Renown #02118

15.75 cs

Synthetic Scouring Pads:

6"x9"

6.25 cs

Scouring Powder:

Cleans, brightens, and polishes

next page

Porcelain, enamel, sinks, bathtubs
30-21 oz cans
Opcbabo
15.90 cs.

Can Liner:
23x17x46
Heavy duty, 250/cs.
Mobile 1.1 ml. only
Renown #24505cl
14.65 cs.

Can Liner:
22x16x58
Mobile tuff tote, extra heavy duty
Renown # 26015cl
22.04 cs.

Paper Towel:
Brown flat single fold
4400 cs.
Bwp470
14.59 cs

Paper Towel:
C-Fold purelin white
No Substitutes
#bwp495
16.24 cs.

Toilet Tissue:
1 ply, 1000 sheets
96 rl./cs.
Bay west #140
43.40 cs.

Toilet Tissue:
White 1500 sheets
96rl./cs.
Bay west #140
43.40 cs.

Facial Tissue:
Kleenex brand
#kcc21606
39.95 cs.

MEDLINE
1622 Frontier Drive
Normal IL 61761
Shelly Reeves
1-309-261-3072

Toilet Tissue:

2 ply 500 sheets 96rl./cs.
#Non25800

41.41 cs.

Straws:

1000 cs.
Non2325

59.58 cs.

Spoons:

Plastic med. Weight
#Non042001

9.26 cs.

Gloves:

Non- latex FDA approved
#MSV402

24.00 cs.

Cups:

¾ oz paper soufflé
Nono24215

27.57 cs.

Cups:

1oz plastic
#dyn080000

25.97 cs.

KAEB SANITARY
1318 W. Market St.
Bloomington, IL 61701
1-309-829-3011

Dust Mop Treatment:

Dust trax

33.36 cs.

Preventive Plus:

Drain.solvè

37.00 cs.

Counter Brush:

100% horsehair

3.19 ea.

Bowl Cleaner:

Mild phosphoric acid & quaternary
Germicide.

Hi-Cling

19.75 cs.

Glass Cleaner:

Ready to use

Clearview

17.98 cs.

Can Liner 20x13x39:

Heavy duty mobil 1.1 ml. only

#pccxb39h

19.99 cs.

Can Liner 15x9x23:

Light weight

#pccxb23m

13.29 cs.

Paper Towels:

Bleached 9 1/2 x 9 1/2 multifold

#pp6200

18.49 cs.

Paper Towel:

9' x 600' to fit in-fork dispenser

#pp6600

25.97 cs.

Toilet Tissue:

2 ply 500 sheets 96rl./cs.

#pp40538a

30.99 cs.

Toilet Tissue:

JRT Jumbo-roll tissue

13,500ft.

#pp1220

23.84 cs.

Napkins 8x13.5:

1 ply
#pp52569 32.84 cs

Wax Sandwich Bags:

#pp5063 81.00 cs.

9" Plates:

Styrofoam
#pp9pp 18.00 cs.

5oz Bowls:

#ppth10004 21.84 cs.

12oz Bowls:

#ppth10012 23.21 cs.

Forks:

Plastic, heavy weight
Pp2fw 22.69 cs.

Knives:

Plastic, heavy weight
#pp2kw 22.69 cs.

6'x5' Cling Film:

#ppc65 8.40 rl.

18'x2000' Cling Film:

#dpw102 17.23 rl

18'x2000' Aluminum Foil:

#pdwp23 70.88 rl.

7oz Cups:

Paper continental
#swhr7njaz 55.63 cs.

BID ANALYSIS FOR JANITORIAL & PAPER 2007

MILLER'S JANITORIAL SUPPLY

1817 W.Hovey
Normal, IL 61761
Daryl Miller- 1-309-452-8396

Dust Mop Head 36" Spread:

#uns1336

7.60 ea.

Dust Mop Head 24" Spread:

#uns1324

5.36 ea.

Snuggle Fabric Softner:

2/gal bottle
#drk2979953

29.31 cs.

Wet Mop Head :

20 oz cotton
Etc brand

4.85 ea.

Mop Buckets With Casters:

Heavy duty 32 qt. bucket
#m7570-88

34.73 ea.

Sanitary Napkins:

Stayfree

29.61 cs.

Tampons:

55.17 cs.

Toilet Bowl Swabs:

.53 ea.

Air Freshner:

Air lift

59.96 cs.

Folding Wet Floor Signs:

4 sided plastic

#rim6114-77

21.49 ea.

Stripping Pads 17":

Black

ETC.strip

9.34 cs.

Stripping Pads 20":

Black

ETC strip

15.00 cs.

Stripping Pads 13":

ETC select

6.31 cs.

Scrubbing Pads 13":

Blue

ETC

6.31 cs.

Buffing Pads 20":

For high speed buffing

ETC gorilla

14.38 cs.

Brillo Pads:

Hotel size

#parw240000

29.94 cs.

Spray Bottles & Triggers:

.81 both

Lambs Wool Duster:

#uhsl3850

5.28 ea.

Cleaning Powder Spic & Span:

#pgc31973

70.93 cs.

Window Squeegee:

#ungergc45

5.32 ea.

Furniture Polish:

Sparten cito shield

30.40 cs.

Fly Spray:

Sparten

40.62 cs.

Vaccum Cleaner:

Eureka887

188.23 ea.

Wasp, Bee & Hornet Killer:

Sparten 12-20 oz cans

34.81 cs.

Neutralizer:

Sterns 72 - 1oz packets

21.42 cs.

Germicidal Cleaner HDQ:

36.85/5gal

Germicidal Cleaner DMQ:

36.85/5 gal

Ice Melt :

Triple melt

8.15 lb bag

Cups 8oz:

15.02 cs.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD

WHEREAS, due to the expiration of term of Diane Bostic as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

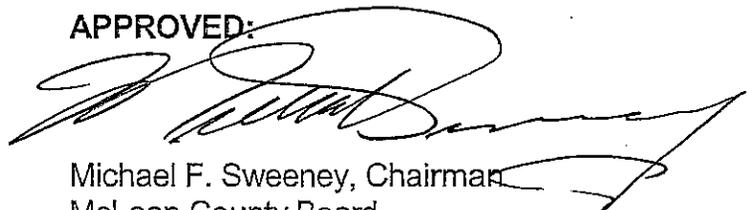
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic, the County Clerk, the County Auditor and the County Administrator's Office.

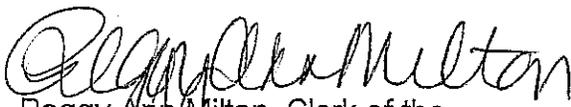
ADOPTED by the County Board of McLean County, Illinois, this 21st day of November, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF BOB NUCKOLLS
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD

WHEREAS, due to the expiration of term of Bob Nuckolls as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

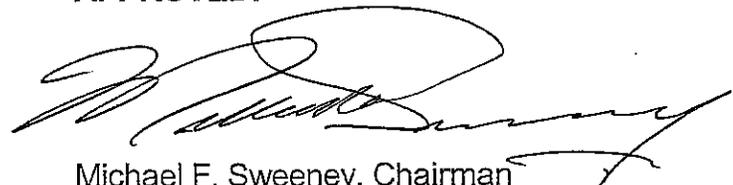
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bob Nuckolls as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Bob Nuckolls, the County Clerk, the County Auditor and the County Administrator's Office.

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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JANE TURLEY
AS A MEMBER OF THE
McLEAN COUNTY BOARD FOR CARE AND TREATMENT
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2006 of Joanne Maitland, the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jane Turley as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities for a term of three years to expire on June 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jane Turley, the County Clerk, the County Auditor, the County Administrator's Office and the McLean County Health Department.

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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

) STATE OF ILLINOIS)
) SS)
) COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF DAVID FEESE
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Sidney A. Schaefer as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

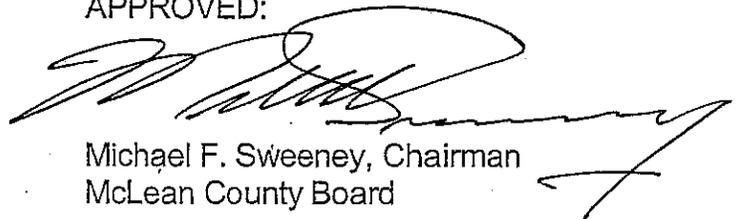
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of David Feese as a Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2009 or until a successor shall have been qualified and appointed.

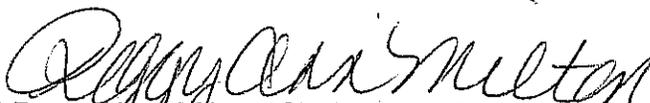
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mr. David Feese, Mr. Martin Tipsord, and to the County Clerk, the County Auditor and the County Administrator's Office.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

e:\ann\apt\fd_Feese.res

) STATE OF ILLINOIS)
SS)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF GARY MOREFIELD
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Steven Streenz as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment to this position; and,

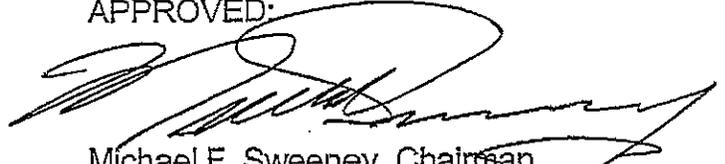
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Gary Morefield as a Trustee of the Saybrook-Arrowsmith Fire Protection District to complete a term of three years to expire on April 30, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mr. Gary Morefield, Mr. Martin Tipsord and to the County Clerk, the County Auditor and the County Administrator's Office.

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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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Members Selzer/Cavallini moved the County Board approve the Consent Agenda as presented. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Approval of Resolutions of Congratulations and Commendation:

RESOLUTION OF the McLEAN COUNTY BOARD
IN RECOGNITION OF
SONDRA "SONNY" O'CONNOR

WHEREAS, Sondra "Sonny" O'Connor has faithfully served the McLean County Community through her leadership and dedicated service as a member of the McLean County Board, having been first elected to the County Board in 2002 to serve the citizens of County Board District #5; and,

WHEREAS, Sondra "Sonny" O'Connor has served as a member of the following County Board Committees: Justice Committee and the Transportation Committee; and,

WHEREAS, Sondra "Sonny" O'Connor has served the McLean County Board and the McLean County Community through her leadership and support on issues of critical importance to the McLean County Justice System, including the establishment of the McLean County Drug Court, increasing fees in the Sheriff's Department to provide alternative programs to jail incarceration, and supporting the programs and services provided by the Children's Advocacy Center and the CASA program; and,

WHEREAS, Sondra "Sonny" O'Connor has served the McLean County Board and the McLean County Community through her leadership and support on issues of critical importance to the McLean County Transportation System, including the East Side Highway Phase I Engineering Study, the installation of a flashing traffic signal device at the intersection of Raab Road and Towanda-Barnes Road to help protect students and families traveling to and from Normal Community High School, and the County Road Improvement and Maintenance Agreement with Horizon Wind Energy; and,

WHEREAS, Sondra "Sonny" O'Connor has generously offered her time in the service of McLean County and the McLean County Board and, in so doing, Sondra "Sonny" O'Connor has improved the quality of life for all the citizens of McLean County; and,

WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, dedicated service, and contributions of Sondra "Sonny" O'Connor to the McLean County Community; now, therefore,

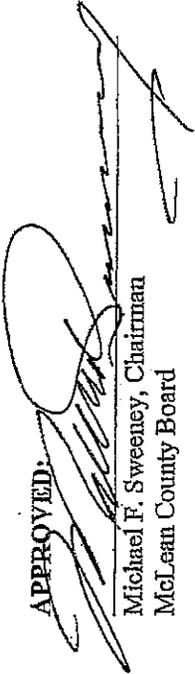
BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 21st day of November, 2006, that the McLean County Board expresses its sincere appreciation to Sondra "Sonny" O'Connor for her contributions to issues of community interest and wishes her well in her future endeavors.

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

ATTEST:



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

APPROVED: 

Michael F. Sweeney, Chairman
McLean County Board

*In Recognition of
David G. Owens
32 years of service
to the citizens of McLean County,
5 years as a Deputy Sheriff,
9 years as Sergeant,
10 years as a Lieutenant
and
as the Sheriff of McLean County
from December 1, 1998
through November 30, 2006*

*On behalf of the citizens of McLean County,
The McLean County Board expresses appreciation
and gratitude for your accomplishments and
contributions to making the Community safer and
for your dedicated service to improving the
quality of life for all citizens of McLean County.*

Presented this day the 21st of November, 2006.

*Michael F. Sweeney
Chairman
McLean County Board*

Chairman Sweeney stated the following: because Sonny O'Connor is not present, we will be mailing her Resolution to her. Sheriff Owens was asked to step forward and he was presented with his Resolution. Sheriff Owens stated the following: some parts of the last eight years have gone by very quickly and others haven't gone quickly enough. I have a lot of people to thank. I will start with my staff. A Sheriff is only as good as his staff and I have an outstanding staff. I think it was most reflective when we had the explosion at the Law & Justice Center. We got through probably the worst thing any Sheriff could go through. They ultimately got an award from the Illinois Sheriff's Association for the work they did on that day. Chairman Sweeney has been a good friend and has helped the Sheriff's office in many ways, along with the Ad Hoc Radio Committee that Matt Sorensen chaired. That was a long road but we finally found the end of that road and we now have a radio system that works very well. This has made the citizens of McLean County and my staff safer. I have enjoyed working with Member Renner and the Justice Committee. I can't say we have always been 100% in agreement but it has been 99½ % and that is good. Our dialogue was positive and I think we have grown from that. I have enjoyed working with the Justice Committee and wish you the best of luck in the future with the hard decisions I am sure you will have to make. I have enjoyed working with the whole Board and the other elected County officials. I sincerely want to thank you for this recognition. I know I sought political office but I still get embarrassed about these types of things. Thank you again. My wife and I are planning on going to Hawaii in January so think of us as the snow is flying here in Illinois. I plan to go back to work part time, if things work out, in a few months. We will be staying in the community because I have grandchildren here and I think I will be kept very busy chasing after them. Again, thank you very much. Chairman Sweeney stated the following: congratulations Sheriff. It has been a pleasure working with you.

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: _____

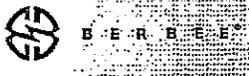
Title: _____

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

McLean County, IL (YOU)

By: _____

Name: _____

Title: _____ Date: _____

Corporate Address:

5520 Research Park Drive

Madison, Wisconsin 53711

608.288.3000 (Phone)

608.288.3007 (Fax)

By: _____

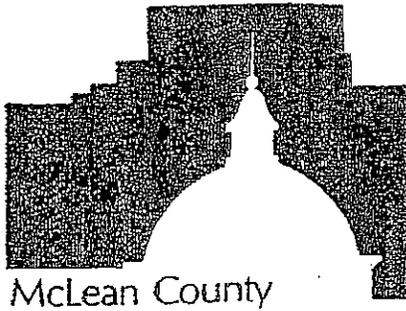
Name: _____

Title: _____ Date: _____

Billing Address: _____

Phone Number: _____

D&B D-U-N-S Number: _____



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.

Members Sorensen/Harding moved the County Board approve a Request for Approval of Professional Services Agreement with Berbee Networks for Installation of Justice Production Server – Information Services. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

Members Sorensen/Bostic moved the County Board approve a Request for Approval of Consideration of Fiscal Year 2007 Budget as Recommended by the Executive Committee Request for Approval and Adoption of the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Plan and Authorize the Chairman and the County Clerk to sign. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Moss-yes; Nuckolls-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-yes; Selzer-yes; Sorensen-yes; Baggett-yes; Bass-yes; Bostic-yes; Butler-yes; Cavallini-yes; and Sweeney-yes. Motion carried unanimously. The Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Plan are available for review in the County Clerk's Office.

Members Sorensen/Bostic moved the County Board approve a Request for Approval and Adoption of the 2006 Tax Levy Ordinance for McLean County and Authorize the Chairman and the County Clerk to Sign. Member Segobiano stated the following: I am going to be voting no on items 2 and 3. I applaud John Zeunik and his staff on the work that they do on the budget as well as all of the Department Heads and I really have no strong objections to the budget that is being presented; however, it does contain some provisions for additional probation officers and their salaries are contained in the tax levy. I hope in some way this County Board would send a message to Springfield that they need to stop leaning on the backs of the tax payers of McLean County when it comes to paying for these probation officers as well as their benefits. That is my reason for voting against this. Once again, I want to applaud John Zeunik on his efforts and the Department Heads but at some point we have to let Springfield know that it is not right. Not only what they are doing to McLean County but also the other counties in Illinois. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Moss-yes; Nuckolls-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-no; Selzer-yes; Sorensen-yes; Baggett-yes; Bass-yes; Bostic-yes; Butler-yes; Cavallini-yes; and Sweeney-yes. Motion carried seventeen to one. The 2006 Tax Levy Ordinance for McLean County is available for review in the County Clerk's Office.

Members Sorensen/Gordon moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2007 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and the County Clerk to Sign. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Moss-yes; Nuckolls-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-no; Selzer-yes; Sorensen-yes; Baggett-yes; Bass-yes; Bostic-yes; Butler-yes; Cavallini-yes; and Sweeney-yes. Motion carried seventeen to one. Fiscal Year 2007 Full-Time Equivalent Positions Resolutions are available for review in the County Clerk's Office.

Members Sorensen/Renner moved the County Board approve a Request for Approval for County Board Authorization to have the County Administrator Publish Fiscal Year 2007 Adopted Budget Appropriation Ordinance and the 2006 Tax Levy Ordinance. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Moss-yes; Nuckolls-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-yes; Selzer-yes; Sorensen-yes; Baggett-yes; Bass-yes; Bostic-yes; Butler-yes; Cavallini-yes; and Sweeney-yes. Motion carried unanimously.

Member Sweeney stated the following: the General Report and Minutes from other meetings may be found on pages 285-307. I would like to thank the Members of the Finance Committee and all the Oversight Committees for the hard work that went into the budget and of course the Administrator's office as always.

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

**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 - 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.

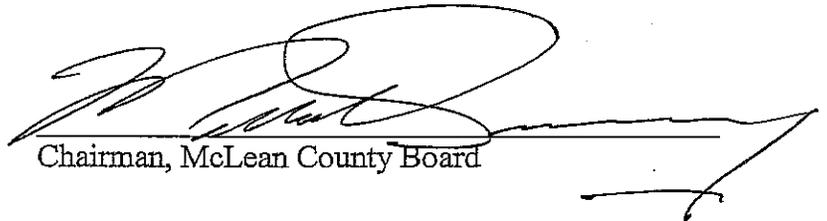
Section 39 - 14 Effective Date.

That this Ordinance shall take effect January 1, 2007.

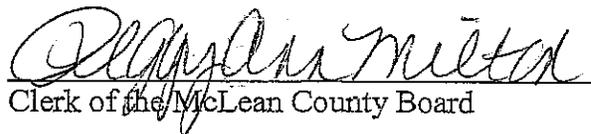
Section 39 - 15 Date of Adoption.

That this Ordinance is adopted this 21st day of ~~December~~ Nov., 2006.

APPROVED:


Chairman, McLean County Board

ATTEST:


Clerk of the McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County. Members Gordon/Bostic moved the County Board approve an Amendment to the Ordinance. Member Gordon stated the following: obviously there has been a lot said about this. I have an amendment to propose to the Ordinance as presented in our packets this morning. We would need to deal with the amendment first. I propose to amend the proposed ordinance to the new Chapter 39 as follows: on the top of page 311, I propose to delete the first two lines, the definition of family. On page 312, in Section 39-5, in subsection 1, I would like to delete the underlined portions of the first two lines. Also in that subsection, I propose to delete the strike-out of "home-based business of any kind open to the public". Also, on page 313, I would propose to subsections 6 and 7 and the underlined 2 1/2 lines at the end of 39-5. In other words, my intent is to restore the proposal as it was first presented to the Finance Committee. Member Rackauskas asked the following: on page 312, are you going to strike out the words "and private residences wherein a home occupation or home office is permitted under the McLean County Zoning Ordinance"? Are you putting back in "or a home based business of any kind open to the public"? Member Gordon stated that was correct and clarified what was to be removed from page 313. Chairman Sweeney asked the following: have you gone through the State's Attorney's office to inform them of this request? Member Gordon said that he had. Chairman Sweeney stated that he was going to turn this over to Mr. Ruud for clarification. Mr. Ruud stated the following: from what I understand of Member Gordon's motion he wants to restore this ordinance to its original form, the way it was tendered to the Finance Committee before the very first public hearing. The bottom line is, if Member Gordon's amendment is passed, it would remove exemptions for private residences where there are home occupation or home offices permitted under the Zoning Code. Instead, it would only allow people to smoke in their private residences. The private residences that are used as a business would be taken out of the exemptions. I believe what Member Gordon is also attempting to do is to remove the exemptions for all of the liquor licensees in rural McLean County. If passed, that would mean that smoking would be banned in liquor establishments. What he also intends it to remove the exemption dealing with the places of employment which are family businesses. In doing that, he had to remove the definition of family and subsection 7 of 39-5, which would have allowed smoking to continue in places of employment where you had a family business. Finally, what he is asking to strike is the reference to public places and places of employment which are exempt having to have a sign saying that it is acceptable to smoke there. If the exemption is removed, then obviously that sentence has to be removed. That is my understanding of the amendment that is being made to the main ordinance that you are considering. Member Owens stated the following: if we do this with the liquor licensees, we will be penalizing six small tavern businesses that would be exempt. If they pass this, then patrons could go several blocks into the smaller towns and frequent those establishments. I don't think that is fair. I believe the Finance Committee Members wanted to make sure that this was done fairly.

Also, I will call upon the State Legislators that they deal with this. I think that this will help to show the State Legislators that there are gaps and this will affect unincorporated areas. There are small municipalities that will not be affected. I would be glad to support a State-wide ban and I call upon our Legislators to support this. We as a governing body need to step forward, support the amendments that were given, and then call upon our Legislators to deal with it as a State-wide issue so that it is fair to all businesses and all people State-wide. Again, this is a start. Member Renner stated the following: I did not attend the Finance Committee meeting. Was there any evidence presented, other than the claims of business owners that the 20% or so of the public that smokes is going to extract an economic penalty and not the 80% or so who don't smoke? Was there any evidence that it would be an economic harm? Member Selzer stated the following: I don't believe that there was evidence supported either way. The evidence that was presented that supported the fact the business may flourish from non-smokers going, came from large cities, Chicago, New York, or California where there are millions of people in the population base. Merna has 13 people so I don't know how you can draw a comparison. I don't think there is evidence out there on either side that could support it one way or the other. I think the fact that was overwhelming was that we are chipping away at this the wrong way. We think of McLean County as bigger than the State of Rhode Island and this ban affects five taverns. There are a lot more taverns within incorporated communities that are not going to be impacted. Someone is going to try to make something happen. This is not the ordinance because it is not applicable in the communities. There is a real question because of the close proximity of some of our unincorporated establishments vs. the incorporated ones. I don't believe we saw any evidence that showed one way or the other. Member Moss stated the following: I said at a Finance Committee meeting not too long ago that what we are doing by allowing these exemptions is removing the meat from the bone and leaving us the bone. What we would be doing today would be putting the meat back on the bone and offering a steak up for a vote instead of just the bone. Mr. Renner there was no evidence presented at the Finance Committee meeting or at any of the hearings to support the position you were asking about. There were a lot of suppositions made by Members and those who gave testimony but there was no evidence presented. We've all heard the arguments over and over about the good and the bad. I am still not satisfied that I could not get an answer to questions I raised at the Finance Committee meeting about the number of business affected by the exemption, number 7 in the proposal. Someone said at the Finance Committee meeting that it could be 20 or 200 but it didn't matter. It matters to me because what we could be left with is an ordinance that affects a few dozen businesses in the County and an ordinance that would be a shadow of what was originally proposed. It will do nothing to protect the health of the public. It would be much less effective at supporting the health of the public if these amendments are left in. Member Baggett stated the following: I want to say that it is not just our job to protect the health of the public but it is also our job to protect the freedom of the public. People have a right to carry out actions that we don't approve of. I have had at least two relatives die from cigarettes and never

touched one in my life. I don't approve of people that use them but that doesn't mean I have the right to tell them that they can't do that. If I have the right to tell them that they can't do something that I don't approve of then they have the right to tell me that I can't do something that they don't approve of. You have to draw the line somewhere. I will not vote for this under any circumstance. Member Rackauskas stated the following: it is a shame that this ordinance even came before the County at this time. I think we could have waited for the State. I think we could have waited to see what happened with Bloomington and Normal so we would have a year or two of statistics. It was interesting that even the Coalition Against Smoking compared us to Springfield who just had their smoking banned in September and didn't have enough data. It takes a year or two. They even stated this. These businesses were established long before a smoking ordinance was even discussed in our County. We are not even talking about grandfathering, when normally, when you have ordinance changes or code changes, businesses have a right to be grandfathered. I think we should have waited and not taken any action whatsoever, waited for the State to make this equal across the County and the Counties next to each other. I don't think we should take any action. I don't think this ordinance should have even been established at this time. We don't have the data. There wasn't good data. I don't think anyone who sits here who went to any of those hearings could say they had concrete data. They did not. It was reflective of County not urban therefore I would like to see the whole ordinance killed for right now. Member Hoselton stated the following: I am from rural McLean County. Most of you people probably haven't been in a lot of these establishments. You have no idea the lifestyle these people live. They are independent. They are churchgoing, caring people. Bloomington/Normal zips out to the County periodically to stomp on something. Right now you are stomping on one of their liberties. They make the decision whether they want to go into a restaurant or bar or not. They will do that themselves. You don't have to pass a law for that. They are caring parents. They care for their kids and their grandchildren. I can't even imagine anybody wanting to take a basic liberty like this away. I have never smoked. I go into taverns and bars but I don't look for a smoke detector. I will be very honest with you. I understand the health aspects but let's think about the people out there. I called every one of my districts – my townships and talked to people in them. I had one person say they thought the ban would be something important. Everyone else said it shouldn't go there and that they would still go to the taverns without the ban. They like the food and like visiting their friends. I represent District 1 which goes from Woodford County to Ford County and from Livingston County to Route 9. Member Cavallini and I have the biggest district on the Board. That is because we are country boys. I am going to vote not for the ban. Member Segobiano stated the following: I just wanted to echo what Tari and Stan have both said. I am not looking at the profit and loss. That has no affect on my vote whatsoever. I am going to vote against the offered amendment. I think we need to go back in history sometimes and find out what this country was founded on and the purpose it was founded on. It is the freedom to choose. Everyone in this room has the right to choose their religion, the right to send your kids to school, and slowly but surely the government is

starting to peck away at those rights we enjoy, that our forefathers fought for - the same freedoms that young men and women in Iraq are dieing for today. It is freedom that we are talking about – the freedom of choice. We have heard a lot about health. Some of these groups should put as much effort into keeping our young people in high school and graduating or to providing health care for all of these children. It is to support people – not to take away our rights. I think that is what my vote is all about – not denying people their rights. My wife smokes and I smoke. Both of us would like to stop but it is our choice to walk in a bar. We have five children. We didn't raise them in a bar. If we chose to go out and have a drink, we went out alone. Our kids stayed at home with a babysitter. To this day, you don't see people taking their kids to a bar. That's what some of this argument has been about – health care. I talked to a lot of barmaids. I made a point to talk to a lot of barmaids to ask them why they were there. They enjoy their jobs. They need their jobs. They enjoy the people they serve. No one is tying them to a tow truck and pulling them in there. It is the same way with the customers. It is a freedom of choice. I don't think we have the right to deny them that freedom of choice. A good example about denying people the freedom of choice was a recent survey on baby restraining seats. They found one baby restraining seat that had 32 pages of instructions. After all was said and done, all across the country the best restraining seat for a child was an ordinary seatbelt. It was proven to be the safest. Are we trying to be all things to all people? We should let people choose for themselves. I would hope this Board would vote against the amendment and support the original ordinance. Member Cavallini stated the following: there is an issue of health that is involved here but you don't need studies to illustrate that. I have a father who is now 95 years who probably smoked for 60 of his 95 years. He has often told me that back in the 1940's people referred to cigarettes as coffin nails. I think there was a sense that smoking wasn't good for you. I have to tell you that I remember growing up as a youngster at home playing my dad's 78 rpm records. There was a great old novelty song, I just have the first stanza here which goes: smoke, smoke, smoke that cigarette and when you smoke yourself to death, tell St. Peter at the Pearly Gates that you hate to have him wait but you've just got to have another cigarette. People knew in the 40's that it was addictive; it was not good for your health. The issue is not only health but the way the General Assembly passed this law which, from my perspective, is flawed. It just doesn't go far enough and it leaves these little gaps and these neutral zones where people can still patronize a tavern and still smoke. This poor little guy over here who happens to be out in the County is penalized because of his location. I find it very difficult to go along with the original motion and I would accept the amendment. Member Renner stated the following: I just want to clarify. Certainly smokers have the right to smoke wherever they want as long as they are not harming someone else. The basic trade offs that our constitutional system were codified by Associate Justice, Oliver Wendell Holmes well over 100 years ago when he said, "It is your right to swing your fist." "You can swing it as wildly as you want but it ends where my nose begins." I think that is the concept here. Your right to breath smoke ends where my nose begins and we have evidence that shows that it is harmful. If you want to smoke, that's fine.

When you start breathing smoke on others - constitutionally it's quite clear. We have to trade off different kinds of rights and where there is harm inflicted on others, clear demonstrable harm, I think that we have to act. I agree with Member Cavallini and Member Owens that this law is flawed. There are difficulties but in the absence of evidence to the contrary of economic harm, I would like to support the change and go back to the original ordinance as it was originally constructed. If people want to breathe an addictive poison and spew it out that is fine, but not in public when others, children and other people who work in the establishments, are affected by that. I support the substitute motion. Member Butler stated the following: well I think that we've gone over this issue a lot and that what I see here is that people have to take personal responsibility for the choices they make. If they decide to smoke, that is their personal choice. The other thing that Paul hit upon was that passing an amendment that tells businesses how to run their business, additional rules imposed upon these businesses, is in effect taking away some of their freedom. They are running a private business and occupying private property that happens to be open to the public. The public that goes in there knows what is going on in there before they go in. If they don't want to breathe smoke then they shouldn't go in there. How do we know that there is not a niche for places that advertise that they are a smoking establishment? Even though it is bad for their health, it is legal. It is not illegal to smoke. They should be allowed to operate. What I see is the free market will sort out who is going to be a smoking establishment and who is going to be a nonsmoking establishment by the actions of the people that go in there to do business. If enough people tell the owner of a business that they are not coming back until you are a smoke-free establishment, then he will notice within a week whether his receipts are up or down. He will respond to that because he has to pay his bills. I say, let the public decide where they want to go. If they don't want to go to an establishment where there is smoking, then they won't go. If they enjoy smoking then that is where they can go. They have got to go somewhere. We can't have all the smokers standing out in the cold. That would be bad for their health too. It is an imposition on private property rights to tell people that they can't run a smoking establishment. The free market will sort it out, eventually, with enough bad publicity about smoking. Smoking will never disappear. They tried to get drinking to disappear and it didn't go away. Smoking will not go away. It is addictive. People have to make personal choices and bear some responsibility. I am against the proposed amendment that would take us back to the original ordinance. I am against the substitute motion. Member Bass stated the following: almost everything that I was going to say has already been said. I am not a smoker. When I was 17 years old I was in the United State's Navy overseas. I didn't even know why I was there except that every body else was. I think families should have some responsibility and they aren't and we aren't. We don't teach our kids to grow up and adhere to their proper conduct of behavior and lifestyle. Otherwise, our jails wouldn't be as full as they are. I think school and education should bear more responsibility. We have teachers today that don't want to get involved because they don't want a lawsuit. People in Stan's family have lived up into a nice old age and I am not advocating smoking but I

think that if we are going to start something like this it is going to turn into maybe obesity. We have laws against excessive drinking, sure we do, but we don't do much if a person stays under the law. I am not going to vote for this. I think we should go back to the basics and do a little more educating and do a little bit more proving to our young folks what is best for them. The freedom of choice still sticks in my heart and I am not going to vote for this. Chairman Sweeney stated the following: there is another person that wanted to speak and also I was going to make an editorial comment if that is okay. Mine will be very short and then I will turn it over to the floor again. I have been a nonsmoker all my life. My father smoked for 60 years, his kids smoked and it has been very damaging but they all knew when they went into a bar what the reality was. Smoking is legal. There is no question about that. The State of Illinois is missing the boat when they don't deal with the city, the town, the County, the townships, and everybody else. They bailed out and I resent that they did not deal with what they should have. That is my editorial comment. Member Gordon stated the following: let me point out first of all that the constitutional traditions that we value, the individual liberty that we all value, have always been balanced in our system against consideration for the public health. That is the choice that we have. It is a difficult choice. I have come down on one side of the choice, obviously, but I am not unmindful of the importance of individual liberty. The other point I wanted to make briefly is that the County already is engaged in extensive regulation in the interest of public health affecting all of the establishments that would be affected by whatever we do today. There is a considerable amount of regulation under the County Health Department and while this is an additional regulation, if we enact it, with or without my proposed amendment, the fact is that health regulations are part of established life and there is substantial evidence around the country that businesses adjust to smoking bans. Virtually all of them continue to flourish and quite a few do better economically when all is said and done. Chairman Sweeney stated the following: the editorial comment I would make is that they can make up signs on the door to allow smoking or nonsmoking. Member Sorensen stated the following: as a point of order, there has been a lot of debate and I want to make sure that everybody understands. This is not an enacting vote that we are casting. This is a vote as to whether or not we are going to substitute in Mr. Gordon's recommendation and overlay the version of the ordinance that was brought by the Finance Committee. Chairman Sweeney stated the following: that is absolutely right. There will be two votes no matter what. I am asking for roll call vote on the substitute motion. A vote yes means that you support the substitute motion and no means that you do not want to go back to the main motion as amended. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-no; Gordon-yes; Harding-no; Hoselton-no; Moss-yes; Nuckolls-no; Owens-no; Rackauskas-no; Renner-yes; Segobiano-no; Selzer-no; Sorensen-no; Baggett-no; Bass-no; Bostic-yes; Butler-no; Cavallini-no; and Sweeney-no. Motion defeated fourteen to four. Chairman Sweeney stated the following: now we are back to the main motion. Member Sorensen stated the following: I want to take a quick second to thank the Members of the Finance Committee and the other Members of the Board that chose to attend the public hearings. I think I will

make a point by way of a brief comment from my perspective. I think it is safe to say that the Finance Committee would have passed the original proposed version of the ordinance had we decided to vote on it at first meeting that we received it. I am grateful to the Finance Committee for deciding to take our time. We conducted four public hearings, we gathered lots of testimony, and collected more e-mails than my e-mail account can tolerate on a variety of topics. I think it is interesting to note that what in all likelihood would have been a unanimous or nearly unanimous vote to pass the original version on day one, evolved into a four-one vote to pass the amended version that the Finance Committee brought. What that tells me is that people took the time to listen to the arguments and to look into the eyes of the people who will be affected by this ordinance. I will point out that most of the folks who presented testimony, who were supportive of a comprehensive ban such as Member Gordon's amendment would have provided, didn't live in the areas that would be affected by this ordinance. I think that weighed heavily on the Members of the Finance Committee. I would encourage everyone to think very hard about this, especially if you didn't have the opportunity to attend those public hearings or to look into the eyes of the business owners that you will be affecting with a ban like this. To vote for a smoking ban that would be comprehensive and cover the businesses, I think is a terrible injustice. I actually want to applaud Member Moss who did go through that exercise and has obviously strong convictions on the topic and is standing up for those convictions. Chairman Sweeney stated the following: we have a motion on the floor. There has been a second to it. Is there any discussion on the main motion? Member Selzer stated the following: I have worked hard for years to let municipalities and let people engage in regulation of smoking but I think that after we have heard all of the testimony there are some things that we have to remember. For example, 95% of adult smokers started at the age of 18 or under which tells us that adults with all the information don't always make the decision to start smoking. I applaud Member Bass for his comments about education because when this vote is over, we can't walk away from this table and forget about what we have talked about because there is work to be done. We are going to be faced with another issue that is sitting before the Senate right now, Senate Bill 716, which is going to allow counties to tax tobacco products. Everything looks like that may pass so then we are going to have to know what side of the mouth we are talking out of next month or the month after when we decide if we are going to tax tobacco products. The one thing that we have to keep clear in our minds, and I think Tari Renner said it best, second hand smoke is what we are talking about for public health. We all make choices. We don't have to eat cheeseburgers. If I eat a million cheeseburgers and clog my arteries, that is my choice nobody else's, but when I have to be subjected to places where I have to transact business and I have to be subjected to smoke, that is not right. That is why I like this version of the ban. The gas stations out in the County that we have looked at where you have to go in and pay for your gas and the person behind the counter or other people are smoking, that is not going to happen anymore. I can't always buy gas. I can't drive another 40 miles to buy gas. We looked at places where you have to go in and do public business and in all of those it makes sense

to ban smoking. What doesn't make sense to me is the five taverns. This has nothing to do with their business or anything else but we take away the leverage we have with all the other taverns in the County that aren't going to be subjected to this ban. I just think that this has done well. It takes into account the rights of people who have to do business at a gas station where right now if you walk in the clerk can be smoking in your face and you have no choice but to deal with that. That's why I think this is a happy balance. We can't have everybody lose to make people win. A total ban may have done that. I just think it is a good ordinance – It's not the best but it is a great start. Member Moss stated the following: I guess I can't give up now. I want to address one of the arguments that you made about smoking being legal. A lot of things are legal but they are regulated. This would be no different. It is legal for some people to sell a gun but its use is strictly regulated. It is legal in Illinois to sell window tinting but its use is regulated. There are certain windows you can't put it on. This is no different. Having said that, I also want to thank the affected business owners for coming to the hearings and offering testimony. I think it was very valuable. I went in saying that I didn't know how persuasive they could be. I knew where I stood at the beginning and that is where I stand now but I did want to hear them testify. Obviously they are persuasive because they convinced some people to change their positions. To them I say thank you for their participation. I am still not happy with the way this is going. Member Nuckolls stated the following: I definitely agree with Member Sorensen's comments and Member Selzer's comments as well. Initially, I was in full support of the ban. If this was presented on day one I would have supported that ban, however, after long and careful consideration, going to the public hearings, listening to testimony, and just keeping an open mind, I changed my mind. I find this to be an acceptable compromise. Down the road, I would like to see a full ban and as it is presented today, it is flawed. I find this to be an acceptable compromise today as presented. I am a nonsmoker. I don't like attending or patronizing businesses, restaurants, or taverns that allow smoking. But as I mentioned before this is a good compromise today. Member Dean stated the following: I find this to be a good compromise. It is important to my district to have this compromise in place and so I would concur with the motion we have on the floor. Acting-Clerk LaCasse shows the roll call vote as follows: Dean-yes; Gordon-no; Harding-yes; Hoselton-yes; Moss-no; Nuckolls-yes; Owens-yes; Rackauskas-no; Renner-yes; Segobiano-yes; Selzer-yes; Sorensen-yes; Baggett-no; Bass-yes; Bostic-yes; Butler-yes; Cavallini-yes; and Sweeney-yes. Motion passed fourteen to four.

Member Sorensen, Chairman, presented the following:

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

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		

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

Member Sorensen, Chairman, presented the following:



November 7, 2006

Mr. John Zeunik
McLean County
115 E. Washington St.
Room 401
Bloomington, IL 61702-2400

Dear Mr. Zeunik:

We are pleased to serve you on this agreed-upon procedures engagement. The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided.

Helen G. Barrick will be the client partner responsible for these services to be provided to you. Carla D. Paschal, senior manager, also will be assigned to you. This arrangement assures that another person you know will be familiar with your operations. It also provides a person who can substitute for Helen should she not be available. We hope you will call either of these persons when you believe the firm can be of assistance.

Our services will include:

We will apply the agreed-upon procedures listed in the attached schedule to the cash accounts of The McLean County Sheriff's Office as of and for the year ended November 30, 2006. This engagement is solely to assist McLean County in its oversight responsibilities related to the Sheriff leaving office and the transfer of funds from the outgoing Sheriff to the incoming Sheriff.

In connection with the services we provide, we will not perform management functions, make management decisions, or act in a capacity equivalent to that of a member of management or an employee.

You are responsible for management decisions and functions, and for designating a competent employee to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Our engagement to apply agreed-upon procedures will be conducted in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified party of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will not issue a report as a result of the engagement.

We are not responsible for the preparation of any tax return, report to any governmental agency, or any other form, return, or report, or for providing advice not specifically recited in this letter.

301 SW Adams Street, Suite 900
P.O. Box 1835
Peoria, Illinois 61656-1835
tel: 309.671.4500
fax: 309.671.4508

www.cliftoncpa.com

Offices in 14 states and Washington, DC



Mr. John Zeunik
McLean County
November 7, 2006
Page 2

This letter constitutes the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or a review, we will not express an opinion or limited assurance on McLean County Sheriff's Office financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or limited assurance on the effectiveness of McLean County Sheriff's Office internal control over financial reporting or any part thereof.

We have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and the results of those procedures. This report is solely for the use of McLean County, and should not be used by those who did not agree to the procedures. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. If the need for additional procedures arises, our agreement with you will need to be revised. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures. If for any reason, we are unable to complete the engagement, we may decline to issue a report and terminate our engagement.

You understand that this is an unaudited service. This service is not specifically designed, and should not be relied upon to disclose fraud, defalcations, other illegal acts, or errors or similar irregularities, should any exist.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

Whenever possible, we will use your personnel to assist in this work and so reduce costs.

We wish to emphasize that management has the responsibility for the proper recording of transactions and for the safeguarding of assets. Management's responsibility includes the retention, supervision and training of qualified personnel in areas affecting financial matters.

As part of this responsibility, you agree to provide us, before the delivery date of the agreed-upon procedures report, with written confirmation of the representations made to us by you and your staff during the course of our engagement.

It is our understanding that the primary intent of engaging our professional services is for the benefit of the management of McLean County. Our services are not intended to benefit or influence any other person or entity.

The working papers for our engagement are the sole and exclusive property of Clifton Gunderson LLP and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Should we be ordered by a valid subpoena or other appropriate court order to provide access to or copies of our workpapers, you agree to reimburse us for the time and out-of-pocket expense necessary to comply with such order.

The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus direct expenses. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. In that event, we will charge interest on the unpaid balance at the monthly rate of 1

Mr. John Zeunik
McLean County
November 7, 2006
Page 3

1/2%, which is an ANNUAL PERCENTAGE RATE OF 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

It is hereby agreed that our fee will not exceed \$1,500. It is our understanding that your accounting records will be substantially completed through November 30, 2006. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. We will, of course, advise you before undertaking any work that would require an increase in the fee arrangement.

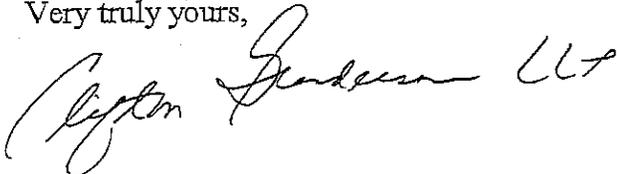
We will do our uppermost to provide quality service to you. We do not anticipate any difficulties in meeting the expectations recited in this letter. However, in the unlikely event that there are any disagreements regarding our services, any claims against Clifton Gunderson LLP as a result of this engagement must be brought within one year from the date our report is delivered or our work is completed.

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1 1/2%, which is an ANNUAL PERCENTAGE RATE OF 18%.

If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return this engagement letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,



R\CLIENTS\01-12441\DOCS\12441 EL 11-30-06

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

McLean County

By

Title

Date

*Attachment to Engagement Letter
Schedule of Agreed-Upon Procedures*

We will count cash on hand held by the McLean County Sheriff's office at the end of business on November 30, 2006. We will compare the cash counted to records maintained by the Sheriff and obtain explanations for any variances.

We will review reconciliations of all bank accounts held by the Sheriff as of November 30, 2006 and we will compare the reconciled balance to records maintained by the McLean County Sheriff's Office.

We will haphazardly select a sample of 25 disbursements from bank accounts held by the McLean County Sheriff's Office and obtain supporting documentation supporting these disbursements. We will include in our report any unsupported transactions or transactions that do not appear to be disbursed for appropriate purposes.

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Engagement Letter with Clifton Gunderson, LLP to perform transition Audit in Sheriff's Department – County Administrator's Office. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

10-30-06 03:26pm
11-06-001

From: Joseph E. Meyer & Associates

+6186565094

T-604 P.02 F-469

RESOLUTION

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

CHENOA TWP

PERMANENT PARCEL NUMBER: 03-02-432-006

As described in certificate(s): (02)0090 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

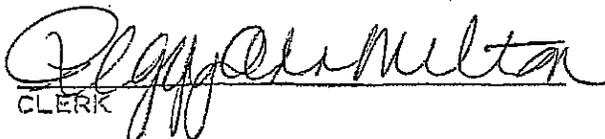
WHEREAS, INDIANA PROPERTIES, INC., has bid \$750.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$369.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$750.00.

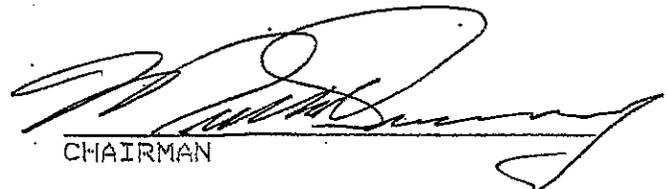
THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$369.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov, 06

ATTEST:


CLERK


CHAIRMAN

RESOLUTION

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

CHENOA TWP

PERMANENT PARCEL NUMBER: 03-02-485-005

As described in certificate(s): (02)0095 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

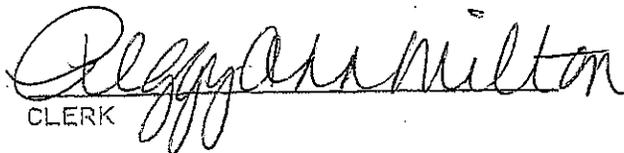
WHEREAS, INDIANA PROPERTIES, INC., has bid \$2,500.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$1,851.75 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$2,500.00.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,851.75 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov, 06.

ATTEST:


CLERK


CHAIRMAN

SALE TO NEW OWNER

11-06-002

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

CHENOA TWP

PERMANENT PARCEL NUMBER: 03-02-485-006

As described in certificate(s): (02)0096 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

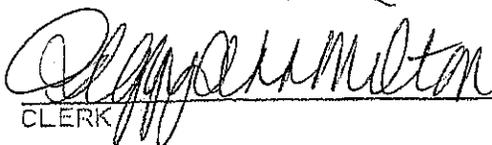
WHEREAS, INDIANA PROPERTIES, INC., has bid \$2,500.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$1,851.75 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$2,500.00.

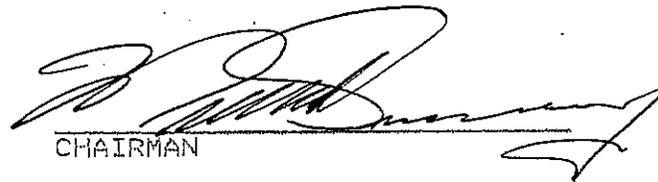
THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,851.75 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov, 06

ATTEST:


CLERK


CHAIRMAN

SALE TO NEW OWNER

11-06-003

ed. Clerk

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

NORMAL TWP

PERMANENT PARCEL NUMBER: 14-21-151-006

As described in certificate(s): (98)402 sold December 1999

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, WILLIAM CHARLES REAL ESTATE, has bid \$631.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$250.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$631.00.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov., 06

ATTEST:

[Signature]
CLERK

[Signature]
CHAIRMAN

SALE TO NEW OWNER

11-06-004

Co. Clerk

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

CITY OF BLOOMINGTON TWP

PERMANENT PARCEL NUMBER: 21-05-356-011

As described in certificate(s): (02)0705 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

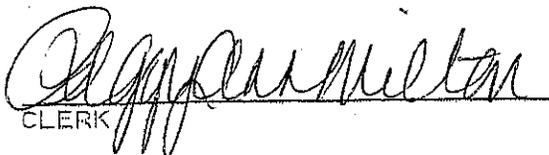
WHEREAS, ROBERT R. LUNDEEN, has bid \$1,600.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$1,176.75 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording, The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$1,600.00.

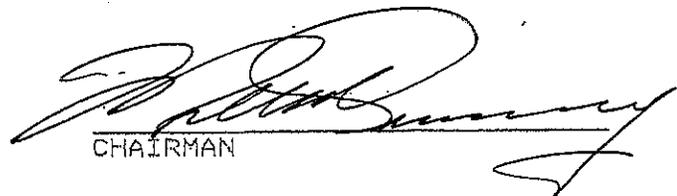
THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,176.75 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov, 06.

ATTEST:


CLERK


CHAIRMAN

SALE TO NEW OWNER

11-06-005

RESOLUTION

307060130
G. Clark

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

CHENEY'S GROVE TWP

PERMANENT PARCEL NUMBER: 25-21-354-002

As described in certificate(s): (02)0072 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

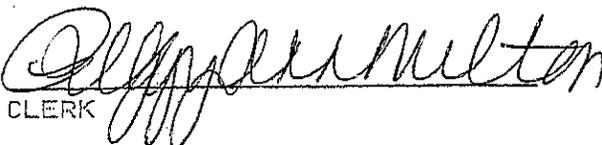
WHEREAS, ROBERT G. JOHNSON, has bid \$2,500.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$1,851.75 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$2,500.00.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,851.75 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov., 06.

ATTEST:


CLERK


CHAIRMAN

SALE TO NEW OWNER

11-06-006

Co. Clerk

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

RANDOLPH TWP

PERMANENT PARCEL NUMBER: 28-33-427-003

As described in certificate(s): (02)0281 sold October 2003

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

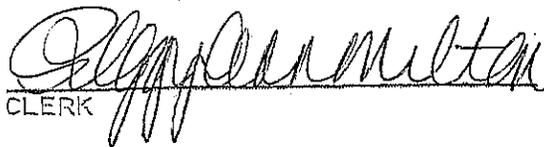
WHEREAS, INDIANA PROPERTIES, INC., has bid \$850.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$469.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$850.00.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$469.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21st day of Nov, 2002.

ATTEST:


CLERK


CHAIRMAN

SALE TO NEW OWNER

11-06-007

MONTHLY RESOLUTION LIST

RES NO.	ITEM NUMBER	TYPE OF TRANS	ACCOUNT NAME	TOTAL COLLECTED	COUNTY CLERK	AUCTIONEER	RECORDER/ SEC OF STATE	AGENT	COUNTY TREASURER
1	50906001H	Sale	INDIANA PROPERTIES,	\$750.00	\$0.00	\$0.00	\$31.00	\$350.00	\$369.00
2	50906002H	Sale	INDIANA PROPERTIES,	\$2,500.00	\$0.00	\$0.00	\$31.00	\$617.25	\$1,851.75
3	50906003H	Sale	INDIANA PROPERTIES,	\$2,500.00	\$0.00	\$0.00	\$31.00	\$617.25	\$1,851.75
4	50906005H	Sale	WILLIAM CHARLES REAL	\$631.00	\$0.00	\$0.00	\$31.00	\$350.00	\$250.00
5	50906010H	Sale	LUNDEEN(ROBERT R.	\$1,600.00	\$0.00	\$0.00	\$31.00	\$392.25	\$1,176.75
6	50906015H	Sale	JOHNSON(ROBERT G.	\$2,500.00	\$0.00	\$0.00	\$31.00	\$617.25	\$1,851.75
7	50906016H	Sale	INDIANA PROPERTIES,	\$850.00	\$0.00	\$0.00	\$31.00	\$350.00	\$469.00
<u>TOTALS</u>				\$11,331.00	\$0.00	\$0.00	\$217.00	\$3,294.00	\$7,820.00
								CLERK FEES	\$0.00
								SEC OF STATE/RECORDER FEES	\$217.00
								<u>TOTAL TO COUNTY</u>	\$8,037.00

Committee Members

Members Sorensen/Cavallini moved the County Board approve Requests for Approval of Resolutions to Authorize the Chairman of the Board of McLean County to Execute Deeds of Conveyance to Chenoa Township on Parcels #03-02-432-006, #03-02-485-005, and #03-02-485-006; Normal Township on Parcel #14-21-151-006; City of Bloomington Township on Parcel #21-05-356-011; Cheney's Grove Township on Parcel #25-21-354-002; and Randolph Township on Parcel #28-33-427-003 – Treasurer's Office. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report can be found on pages 333-374.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee has no items for action and our General Report can be found on pages 375-379.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

ORDINANCE

AMENDING 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 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

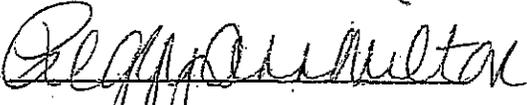
"It shall be unlawful:

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:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Renner moved the County Board approve a Request for 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. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the General Report is located on pages 383-395.

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

**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

**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.

II. PARTIES

McLean County is the receiving County. Logan 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

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

**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

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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

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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

COUNTY OF MCLEAN

PURCHASE ORDER
 No. JDC 2006-00

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

SHIP TO:

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

DATE: _____, 2006

VENDOR NO.

V
E
N
D
O
R

_____ County

Attn: Dave Goldberg

T.O.B.	VIA
	TERMS
	Standard

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
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AUTHORIZED BY _____

ORIGINAL COPY

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

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.

Members Renner/Owens moved the County Board approve Requests for Approval of Master Contracts for Lease of Space in the McLean County Juvenile Detention Center between McLean County and the Counties of Livingston, Logan, and Woodford – Court Services. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p style="text-align: center;">Grant</p>	
	<p>PROJECT NUMBER 2006-DJ-BX-1155</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under P.L. 109-108</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Judy B. Poston (202) 616-1289</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>David Owens Sheriff Law and Justice Center 104 W. front Street Bloomington, IL 61702-2400 (309) 888-5034 ext.5034</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>FY 2006 Edward Byrne Memorial Justice Assistance Grant (JAG) Program</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Security Cameras</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>County of McLean 104 W. Front Street Bloomington, IL 61702-2400</p>	<p>6. NAME & ADDRESS OF SUBGRANTEE</p>	
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2005 TO: 09/30/2009</p>	<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2005 TO: 09/30/2009</p>	
<p>9. AMOUNT OF AWARD</p> <p>\$ 11,646</p>	<p>10. DATE OF AWARD</p> <p>08/24/2006</p>	
<p>11. SECOND YEAR'S BUDGET</p>	<p>12. SECOND YEAR'S BUDGET AMOUNT</p>	
<p>13. THIRD YEAR'S BUDGET PERIOD</p>	<p>14. THIRD YEAR'S BUDGET AMOUNT</p>	
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>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.</p>		

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



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	
1A. GRANTEE IRS/VENDOR NO. 376001568		5. PROJECT PERIOD: FROM 10/01/2005 TO 09/30/2009 BUDGET PERIOD: FROM 10/01/2005 TO 09/30/2009	
3. PROJECT TITLE Security Cameras		6. AWARD DATE 08/24/2006	7. ACTION Initial
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		8. SUPPLEMENT NUMBER 00	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under P.L. 109-108		9. PREVIOUS AWARD AMOUNT \$ 0	
15. METHOD OF PAYMENT PAPRS		10. AMOUNT OF THIS AWARD \$ 11,646	
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 FUND BUD. DIV. YEAR CODE ACT. 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

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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
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Assistance**

**AWARD CONTINUATION
SHEET
Grant**

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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.



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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.
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

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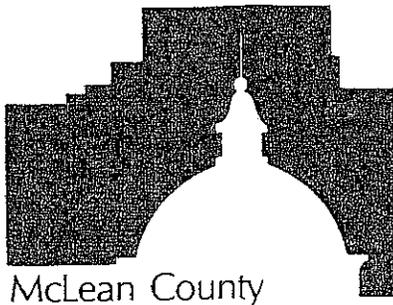
PAGE 5 OF 5

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."
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.



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 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,

Mike Emery
Lieutenant Mike Emery 3498

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

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

Grant Costs Information

Will personnel be supported with this grant: Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <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 align="right">0</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$ 0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$5,823.00</td> </tr> <tr> <td>Other</td> <td align="right">\$ 0</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$ 0</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$5,823.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$ 0	Fringe Benefit Cost	\$ 0	Total Personnel Cost	\$ 0	Additional Expenses		Subcontractors	\$ 0	Equipment	\$5,823.00	Other	\$ 0	Total Additional Expenses	\$ 0	GRANT TOTAL	\$5,823.00	Description of equipment to be purchased: Security surveillance cameras for the McLean County Detention Facility.	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	0																										
Personnel Cost	\$ 0																										
Fringe Benefit Cost	\$ 0																										
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Equipment	\$5,823.00																										
Other	\$ 0																										
Total Additional Expenses	\$ 0																										
GRANT TOTAL	\$5,823.00																										
		Description of subcontracting costs: None																									
		Other requirements or obligations: 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

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.

St. H. S. H.
City Manager Mayor County Board Chairman

ATTEST: APPROVED AS TO FORM:

D. M. C. O.
City Secretary Clerk Assistant District Attorney

APPROVED AS TO FORM: _____

Contract Authorization

John Greenburg
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).

Members Renner/Harding moved the County Board approve Requests for Approval to accept a Grant Award from the Edward Byrne Justice Assistance Grant, Application #2006-DJ-BX-1155 and 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. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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 _____

Members Renner/Bostic moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the McLean County Coroner's Office and the Law and Justice Commission, MTU #8 – Coroner's Office. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is on pages 431-451.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Segobiano, Vice-Chairman, stated the following: the Land Use and Development Committee has no Items for Action and the General Report is on pages 452-461. Member Selzer stated the following: we have all gotten a lot of communication relative to the proposed wind farm and I believe there is a meeting tonight. Is the public hearing tonight? Is that a decision to extend this up to the Zoning Board alone? Does the Board have any control over this decision? Mr. Zeunik stated the following: the decision as to whether or not the hearing will be continued will be decided by the Zoning Board.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I just want to follow up on the question that Member Selzer raised about the hearing is tonight. A number of Board Members wanted to know whether or not there was going to be a continuance. I have checked with staff to find out and, as of this morning at 10:10 a.m., unless something transpired while we were in this Board meeting, the two sides, the proponents for the wind farm and the objectors, have not reached an agreement on a date to continue. Unless that occurs between now and tonight, it is expected that the Zoning Board will meet tonight at Heartland Community College, in the Community Room, in the Commons Building, and the first order of business will probably be to hear arguments from both sides as to whether or not the hearing should be continued or not. The Zoning Board will have to decide whether to allow the hearing to proceed or to set a date in the future to continue it. The meeting is at 7:00 p.m. What we will do is, if we hear between now and 7:00 p.m. that in fact both sides have come to some sort of agreement as to moving the hearing to a later date, we will let all Board Members know, either by an e-mail or phone call. Member Renner stated the following: I have a technical question. If the hearing transpires this evening, at that point, we need to be somewhat cautious about any communication, returning phone calls, etc. because it might be deemed ex parte communication. Is that correct? Mr. Ruud said that it was. Member Renner stated the following: as a special use permit, all of the seven criteria have to be met for it to be approved.

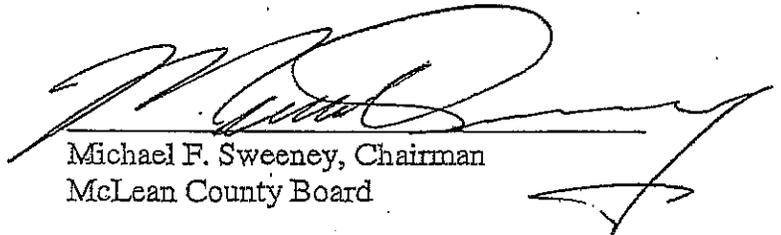
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

November 21, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$253,753.53	\$253,753.53
Finance		\$928,585.58	\$928,585.58
Human Services		\$601,209.59	\$601,209.59
Justice		\$2,075,894.09	\$2,075,894.09
Land Use		\$22,376.28	\$22,376.28
Property		\$324,376.02	\$324,376.02
Transportation		\$620,852.72	\$620,852.72
Health Board		\$573,801.87	\$573,801.87
T.B. Clinic		\$29,572.55	\$29,572.55
Disability Board		\$48,942.71	\$48,942.71
Total		\$5,479,364.94	\$5,479,364.94

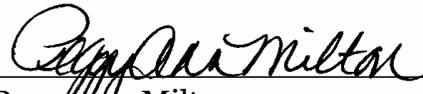

Michael F. Sweeney, Chairman
McLean County Board

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

Members Owens/Bostic for adjournment until December 4, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Acting-Clerk LaCasse shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:15 a.m.

Michael Sweeney
County Board Chairman



PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of November, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of December, 2006.



PeggyAnn Milton
McLean County Clerk