



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, December 13, 2005

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – November 8, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLean County Economic Development Council
Ms. P. A. "Sue" Berglund
1019 E. Olive Street
Bloomington, IL 61701
(Two-year term expiring December 31, 2007)

McLean County Housing Authority
Mr. Joseph Harrison
20926 E. 1300 North Rd.
Bloomington, IL 61704
(Five-year term expiring December 26, 2010)

McLean County Regional Planning Commission
Mr. Mark Klinger
37 Chiswick Circle
Bloomington, IL 61704
(Three-year term expiring December 26, 2008)

Sheriff's Office Merit Commission

Mr. Martin Krutke
503 North East Street
Hudson, IL 61748
(Six-year term expiring December 31, 2011)

Sheriff's Office Merit Commission

Mr. John Elliot
1409 N. Hershey Rd. #3
Bloomington, IL 61704
(Six-year term expiring December 31, 2011)

- b) APPOINTMENTS:
McLean County Regional Planning Commission
Mr. Joe Bill Underwood
106 Melissa Drive
Lexington, IL 61753
(To complete three-year term expiring December 31, 2006 –
Replacing Ms. Jane Engblom who is deceased)
- c) RESIGNATIONS:
McLean County Regional Planning Commission
Mr. William Bartley
204 N. Cornell Drive
Normal, IL 61761
(No longer eligible)
- McLean County Regional Planning Commission**
Ms. Sharon McGinnis
1012 Porter Lane
Normal, IL 61761
(No longer eligible)
- d) Request for Approval of an Ordinance
Establishing County Board Meeting Dates
For Calendar Year 2006 1-2
- e) Request for Approval of an Ordinance
Establishing a Holiday Schedule for County
Employees for the Year 2006 3-4
- f) Request for Approval of an Ordinance
Amending an Ordinance Describing and
Designating an Area Located Partially within
The City of Bloomington, the Town of Normal,
And Unincorporated McLean County as an
Enterprise Zone 5-10
- 2) Items to be Presented to the Board:
- a) Information Services Status Report 11
- b) General Report
- c) Other

B. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) General Report
- b) Other

C. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

- a) Request Approval of a Second Lease Agreement Amendment between the Public Building Commission (PBC), the City of Bloomington and McLean County for 115 E. Washington, 201 E. Washington and the Abraham Lincoln Parking Lot – County Administrator’s Office 12-13
- b) Request Approval of Lease and Contract Extension Agreement No. 3 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 – County Administrator’s Office 14
- c) Request Approval of Attachment Number 15 to the Amendment to the Lease and Operation and Maintenance Agreement For the Law and Justice Center – County Administrator’s Office 15
- d) Request Approval of Attachment No. Four to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building – County Administrator’s Office 16

2) Items to be Presented to the Board:

- a) General Report
- b) Other

D. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) Audit Reports to be Filed with County Board
 - 1. #52 – Motor Fuel Tax – County Road Districts 01/01/04-12/31/04
 - 2. #71 – Motor Fuel Tax – County 01/01/04-12/31/04
 - 3. #52 – Township Bridge Program 01/01/04-12/31/04
- b) 2006 County MFT Maintenance Resolution
- c) Engineering Agreement – Lexington & Towanda Interchanges

- d) Engineering Agreement for County Bridges
 - 1. Sec 05-00047-10-BR – Peacock Bridge (CH 44)
 - 2. Sec 05-00130-11-BR – Spady Bridge – Weston Rd. (CH 13)
 - 3. Sec 05-00130-12-BR - Henning Bridge - Weston Rd. (CH 13)
 - 4. Sec 05-00130-13-BR – Seegmiller Bridge – Weston Rd. (CH 13)
- e) Request for Approval of a Resolution Appropriating Motor Fuel Tax Funds and Fixing the Salary Of the County Engineer
- f) General Report
- g) Other

E. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

- a) Request Approval of an Emergency Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Supervisor of Assessments Office 0049 – Property Assessment/Review Program 0054 – Supervisor of Assessments 17-19
- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065 20-22

2) Items to be Presented to the Board:

- a) Request Approval of the FY'2006 Private Pay Rate Increase to \$123.00 Per Day Effective January 1, 2006 – Nursing Home
- b) Request Approval to Increase Fees for Birth and Marriage Certificates from \$8.00 to \$10.00 and Increase Death Certificates from \$6.00 to \$8.00 – County Clerk's Office
- c) Request Approval to Award Bid Received from Fidler Election Company for the Purchase of DRE Voting System – County Clerk's Office
- d) Request Approval of a Resolution Adopting the McLean County Cafeteria Plan, Section 125 of the Internal Revenue Service Code – County Administrator's Office

- e) Request Approval of a Resolution Approving Qualified Parking Expenses as an Exclusion From the Employee's Gross Income and Establishing a Parking Expense Benefit Program – County Administrator's Office
- f) Request Approval of a Class D Raffle License for Central Catholic High School – County Administrator's Office
- g) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement for use of Private Vehicles For County Business – County Administrator's Office (to be considered at a Stand-up Meeting)
- h) General Report
- i) Other

F. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Court Services Department 0022 – Juvenile Detention Center – Court Services 23-24
 - b) Request Approval of Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center – Court Services 25-30
 - c) Request Approval of Contract with Woodford County for Lease of Space in the McLean County Juvenile Detention Center – Court Services 31-36
 - d) Request Approval of Contract with Logan County for Lease of Space in the McLean County Juvenile Detention Center – Court Services 37-42
 - e) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, Edward Byrne Justice Assistance Grant (JAG) – Sheriff's Department 0029 43-45

- 2) Items to be Presented to the Board:
- a) Request Approval for Renewal of a Contract with OSF Healthcare Systems and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility – Correctional Health Services
 - b) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility – Correctional Health Services
 - c) Request Approval of Contract Renewal for Special Public Defender with Alan J. Novick, Attorney at Law—Public Defender’s Office
 - d) Request Approval of Contract Renewal for Special Public Defender with Mr. Dodds, Attorney at Law—Public Defender’s Office
 - e) Request Approval of Contract Renewal for Special Public Defender with Keith Davis, Attorney at Law—Public Defender’s Office
 - f) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center – Court Services
 - g) Request approval of a Contract for Counseling Services with Cathy Vogel for the McLean County Juvenile Detention Facility – Court Services
 - h) Request Approval of Integrated Justice Information Systems (IJIS) to Extend Completion Date for Work Order #15 – Information Services
 - i) Request Approval of Integrated Justice Information Systems (IJIS) for Time and Materials, Work Order #16 – Information Services
 - j) Request Approval Integrated Justice Information Systems (IJIS) for Application Development, Work Order #17 – Information Services
 - k) Request Approval to Apply for a County-owned Credit Card to be used by the Court Services Department – Court Services

- l) Request Approval of Contract and User Agreement with Motorola, Inc. for STARCOM21 Radio System – Sheriff's Department
- m) Request Approval of An Amendment to the Ordinance Creating the McLean County Emergency Services and Disaster Agency Changing the Name of the McLean County Emergency Services and Disaster Agency to the McLean County Emergency Management Agency – E.S.D.A.
- n) Request Approval of An Ordinance of the McLean County Board Repealing and Rescinding the Emergency Rescue Squad Ordinance and the Ordinance Establishing Rules and Regulations Governing the Operation of the McLean County Emergency Rescue Squad – E.S.D.A.
- o) General Report
- p) Other

G. Report of the County Administrator

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

6. Other Business and Communications

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

8. Adjournment

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2006

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2002) Chapter 5, Section 120/2.02; now, therefore,

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

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2006:

Tuesday	January 17, 2006	9:00 a.m.
Tuesday	February 21, 2006	9:00 a.m.
Tuesday	March 21, 2006	9:00 a.m.
Tuesday	April 18, 2006	9:00 a.m.
Tuesday	May 16, 2006	9:00 a.m.
Tuesday	June 20, 2006	9:00 a.m.
Tuesday	July 18, 2006	9:00 a.m.
Tuesday	August 15, 2006	9:00 a.m.
Tuesday	September 19, 2006	9:00 a.m.
Tuesday	October 17, 2006	9:00 a.m.
Tuesday	November 21, 2006	9:00 a.m.
Tuesday	December 19, 2006	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at www.mcleancountyil.gov.

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2006

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

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2006 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2006 shall be as follows:

New Year's Day	Monday	January 2, 2006 (Observed)
Martin Luther King Day	Monday	January 16, 2006
President's Day	Monday	February 20, 2006
Memorial Day	Monday	May 29, 2006
Independence Day	Tuesday	July 4, 2006
Labor Day	Monday	September 4, 2006
Veteran's Day	Friday	November 10, 2006
Thanksgiving Day	Thursday	November 23, 2006
Day after Thanksgiving	Friday	November 24, 2006
Christmas Day	Monday	December 25, 2006

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at www.mcleancountyil.gov.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2005 is hereby repealed effective December 31, 2005.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

E:\john\cobd\holidays_2006.ord



OFFICE OF THE ADMINISTRATOR

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


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

December 7, 2005

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

From: John M. Zeunik 

Re: Ordinance Amending An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone

At the November County Board meeting, the Board approved an Ordinance Describing and Designating an Areas Located Partially within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone. This Ordinance expanded the geographical boundaries of the Enterprise Zone to incorporate the Horizon Wind Farm that is scheduled to be built in eastern McLean County. After the three local governing bodies approved this Ordinance, the attorney for Horizon Wind Energy and the Enterprise Zone Coordinator, Illinois Department of Commerce and Economic Opportunity, discovered an omission and an error in the approved and Ordinance. The Legal Notice of the Public Hearing on the proposed expansion of the Enterprise Zone geographical boundaries failed to include notification that the term of the Enterprise Zone was being extended an additional ten (10) years to December 31, 2015. In addition, the Public Hearing that was held in November did not include as a part of the public record that the term of the Enterprise Zone was being extended for an additional ten (10) years. To remedy this omission, a second Legal Notice has been published and a second Public Hearing was held on Wednesday, December 7, 2005

The Ordinance approved in November also included specific language excluding any local sales tax abatement benefits for any business locating or expanding in the Enterprise Zone. The attorney for Horizon Wind Energy and the Enterprise Zone Coordinator advised the three local governments that State law provides no authority for units of local government to "decouple" the Enterprise Zone building materials exemption from local sales taxes and state sales taxes – in other words, to allow the exemption with respect to the state sales tax but not with respect to the local sales tax. After further researching this, the three local government counsels agree that it is not possible to limit the Enterprise Zone sales tax exemption to that portion of the sales tax due and payable to the State. This change in State law resulted from the retail merchants in Illinois lobbying the

The Honorable Chairman and Members of the Executive Committee
December 7, 2005
Page Two

State to standardize the Enterprise Zone building materials exemption so as to simplify the collection and reporting of the tax by the merchants to the Illinois Department of Revenue. Therefore, the amended Ordinance recognizes that the building materials exemption from sales tax will be applied to the local and state share of the sales tax.

For your information, Horizon Wind Energy has advised the three local governments that they anticipate purchasing \$26,600,000.00 of building materials from local businesses in McLean County. The locally purchased building materials include gravel and concrete. Based on the information provided by Horizon Wind Energy, the County's share of the sales tax that will be lost due to the Enterprise Zone exemption is estimated to be \$66,000.00 over the five year construction phase of the project.

Should you have any questions or concerns about the amended Ordinance, please call me at 888-5110.

Thank you.

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"

WHEREAS, the County of McLean did on December 18, 1984 did adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, the County of McLean did on March 19, 1985 amend said Ordinance by revising the functions of the designated zone organizations and the powers and duties of the zone administrator; and

WHEREAS, the County of McLean did on October 15, 1985 amend said Ordinance by extending the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the County of McLean did on July 15, 1986 amend said Ordinance by amending the territory included in the Enterprise Zone; and

WHEREAS, the County of McLean did on December 15, 1998 amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005, and removing local tax incentives in the Enterprise Zone post December 31, 1998; and

WHEREAS, the County of McLean now desires to enact certain amendments to the Enterprise Zone to amend the territory included in the Enterprise Zone, to extend the duration of the Enterprise Zone to December 31, 2015; to adopt an Enterprise Zone certification fee; to enact a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and to clarify that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law; now, therefore

BE IT ORDAINED by the County Board of McLean County, Illinois as follows:

SECTION ONE: That Appendix "A" which is attached to the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone* and incorporated by reference in Section One of said Ordinance and amended by the Ordinance enacted on July 15, 1986 shall be, and the same is, hereby further amended to read as set forth in the Second Amended Appendix "A", a copy of which is attached hereto, marked Second Amended Appendix "A", and incorporated herein by reference.

SECTION TWO: That Section Three of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION THREE: Duration. The duration of the zone shall be for a period extending not later than December 31, 2015.

SECTION THREE: That Section Eight of said Ordinance, as amended, is hereby further amended to add at the end of such Section Eight the following:

The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for Enterprise Zone benefits. Such certification fee shall accompany Enterprise Zone application forms as developed by the administrator and shall be 1 per cent of construction and/or renovation costs determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$250,000. The certification fee collected by the Zone Administrator shall be disbursed as follows: 100 per cent to the Economic Development Council of the Bloomington-Normal Area.

SECTION FOUR: That Section Four of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION FOUR: Local incentives with respect to the Enterprise Zone shall not be extended beyond December 31, 1998. Only the State incentives for an Enterprise Zone shall be available from and after January 1, 1999 through December 31, 2015. The exemption provided in Section Six with respect to retailers occupation taxes collected by the Illinois Department of Revenue, which taxes include, without limitation, the Home Rule Municipal Retailers' Occupation Tax, shall be deemed to be a State incentive for purposes of this Section Four.

SECTION FIVE: That Section Six of said Ordinance, as amended, is hereby further amended to read as follows:

SECTION SIX: Each retailer in Illinois who makes a sale of building materials to be incorporated into real estate in the Bloomington/Normal/McLean County Enterprise Zone, as supplemented and amended, by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating retailers occupation taxes. No credit or refund of retailers occupation taxes shall be authorized or allowed unless the remodeling, rehabilitation or new construction to which the same relates (1) is a nonresidential improvement to the property; (2) is of the nature and scope for which a building permit is required by the McLean County Zoning Code and said required permit has been obtained; and (3) has received a certificate of eligibility from the Enterprise Zone Administrator qualifying the construction, a copy of which is required to be provided by the applicable retailer at the time of sale, along with a signed purchasers' statement and maintained by such retailer in its books and records for the purposes of documenting any such deduction.

SECTION SIX: That the provisions of said Ordinance as previously amended and as hereby amended, being an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone* shall remain in full force and effect.

SECTION SEVEN: That the motion adopted on November 15, 2005, authorizing execution of an amendment to the Intergovernmental Agreement is hereby ratified in all respects.

SECTION EIGHT: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION NINE: That the County Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with County Clerk for McLean County.

SECTION TEN: That this Ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

SECTION ELEVEN: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

APPROVED this 20th day of December, 2006.

APPROVED:

Michael F. Sweeney
Chairman, McLean County Board

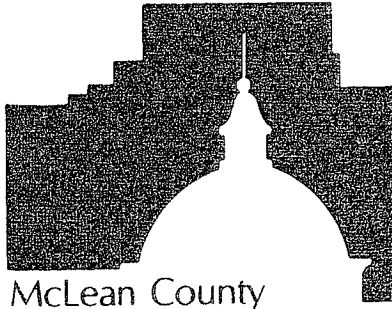
ATTEST:

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

(SEAL)

SECOND AMENDED APPENDIX A

The Legal Description of the original enterprise zone territory created by the Ordinance enacted on December 18, 1984, the expanded enterprise zone territory created by the Ordinance enacted on July 15, 1986, and the expanded enterprise zone territory created by this Ordinance enacted on December 20, 2005 are on file in the Office of the McLean County Clerk and are attached hereto by reference.



McLean County

INFORMATION SERVICES

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

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

**Information Services Status Report
December 13, 2005**

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

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

General Administration:

- Project Mgmt: IJIS Project (Review of Phase III requirements)
- Project Mgmt: Devnet Property Tax Software (GIS Integration, incomplete reqs.)
- Review of new Devnet CAMA system.
- Project Mgmt: VOIP (On-site visit, discussion of wireless and cable infrastructure)

Hardware/Network

- Installation of new PCs through Sheriff's office and State's Attorney's office.
- Configured Network Monitoring thresholds and notification priorities.
- Began 3rd month of use of trouble ticket system (Trackit):

	Sep	Oct	Nov
Work Orders Submitted	67	81	86
Open Tickets at End of Month	3	5	5

Programming/Database/Web

- Provided on-site support to Tazewell County.
- Continued work on web-based tool for use by ESDA.
- Programmed help desk function for Health Department
- Began work on conversion of Criminal History in State's Attorney's office.
- Began scan-tron tabulation for Health Dept programs.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

SECOND LEASE AGREEMENT AMENDMENT

This Amendment to a Lease Agreement made this 4th day of October, 2005, between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

Witnesseth:

Whereas, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a lease made the 20th of November, 2001 (the "*Lease*"), pursuant to which the Commission leases to the County and the City, the Site and the Building (as described and defined in the Lease); and

Whereas, the parties executed an amendment to the Lease on December 12, 2003 entitled Lease Agreement Amendment (the "*Amendment*") wherein it was provided among other things that the rental payment provisions of the Lease were modified by reason of a second bond issue to finance added costs of the Government Center renovation project; and

Whereas, the original rental amount and the amended rental amount payable by the City were premised upon a certain cost of construction of two additional decks on the Abraham Lincoln Parking Garage but the actual cost of that construction was approximately \$1,000,000 less than the estimated costs and accordingly the rental amount payable by the City for the parking deck should be reduced and be reallocated equally to the rent payable by both the County and the City for the Government Center.

Now therefore, in consideration of the revised rents set forth herein and the covenants and provisions contained in the Lease, the parties agree as follows:

1. The County agrees to pay the sum of \$515,506 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
2. The City agrees to pay the sum of \$633,180 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
3. Beginning with the rent payment due on or before October 1, 2007, and on or before October 1 of each year thereafter thru and including October 1, 2022, the County agrees to pay \$429,176 and the City agrees to pay \$719,509 as rent for each of said years.

4. Notwithstanding the foregoing, the County and City acknowledge their joint and several liability for the total annual rent due under the Lease and the Amendment in the amount of \$1,148,685.
5. In all other respects the terms of the Lease and the Amendment remain in full force and effect.

In Witness Whereof, the Public Building Commission of McLean County, Illinois, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

Public Building Commission of McLean
County, Illinois
McLean County, Illinois

Attest:

Secretary

(Affix Corporate Seal)

Attest:

County Clerk of McLean
County, Illinois

(Affix Corporate Seal)

Attest:



City Clerk of the City of Bloomington

(Affix Corporate Seal)

By _____
Chairman

The County of McLean, Illinois

By _____
Chairman, County Board
of McLean County, Illinois

City of Bloomington,
McLean County, Illinois

By 

Mayor of the City of Bloomington

**LEASE AND CONTRACT EXTENSION AGREEMENT NO. 3 EXTENDING
THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT
FOR OPERATION AND MAINTENANCE ALL
DATED DECEMBER 3, 2002**

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 2006 at an annual rent and payment of \$182,553.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$182,553.00.

This Extension Agreement is dated this 6th day of December, 2005.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

**ATTACHMENT NUMBER 15 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER**

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2006 and ending December 31, 2006, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,834,086.00.

This ATTACHMENT NUMBER 15 is executed this 6th day of December, 2005, by the officers of the Public Building Commission and on December 20th, 2005 by the officers of the County.

ATTEST:

APPROVED:

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

Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:

APPROVED:

John L. Morel, Secretary of the PBC

By: _____
Robert W. Rush, Chairman

ATTACHMENT NO. FOUR TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20th, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1st, 2006 and ending December 31st, 2006 the sum of \$663,128.00. Of this total, the City agrees to pay \$331,564 and the County agrees to pay \$331,564.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2006 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This Attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the City of Bloomington as of the dates set opposite their names.

COUNTY OF MCLEAN

By: _____
Chairman, County Board-Date

ATTEST:

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF
McLEAN COUNTY, ILLINOIS

By: _____
Its Chairman-Date

ATTEST:

Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor-Date

ATTEST:

City Clerk

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2005
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001, Supervisor of Assessments Office 0049
 Property Assessment/Review Program 0054

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Supervisor of Assessments Office 0049, Property Assessment/Review Program 0054; and,

WHEREAS, pursuant to a contract approved by the McLean County Board, The Sidwell Corporation agreed to update the cadastral layer of the Geographic Information System (the "GIS") in order to provide the Supervisor of Assessments Office with an accurate, up-to-date cadastral map for use during the assessment of properties in the County; and,

WHEREAS, the contract agreement provided that work on the cadastral layer of the GIS would begin during fiscal year 2004 and the work would be completed during fiscal year 2005; and,

WHEREAS, the Supervisor of Assessments Office budgeted sufficient funds in fiscal year 2004 to cover the expenses anticipated to be incurred during that fiscal year; and,

WHEREAS, as a result of a delay by the Regional Planning Commission in providing The Sidwell Corporation with needed information to begin the work on updating the cadastral layer of the GIS, the expenses incurred in fiscal year 2005 are greater than the amount budgeted by the Supervisor of Assessments Office; and,

WHEREAS, it is necessary to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance in order to appropriate sufficient funds to pay The Sidwell Corporation for the work completed on updating the cadastral layer of the GIS; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0400.0000 Unappropriated Fund Balance	\$ 0.00	\$40,395.00	\$40,395.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0706.0001 Contract Services	\$102,000.00	\$40,395.00	\$142,395.00

(2)

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Supervisor of Assessments and the County Administrator.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



Supervisor of Assessments
P.O. Box 2400
Bloomington, Illinois 61702-2400
Phone (309) 888-5130 Fax (309) 888-5208
E-mail assessor@mcleancountyil.gov

November 29, 2005

TO: Honorable Members of the McLean County Board Finance Committee

FROM: Robert T. Kahman, Supervisor of Assessments *RTK*

RE: Emergency Appropriation for Contract Services

In November 2003 the McLean County Board approved an amendment to our service contract with The Sidwell Company for conversion of the cadastral map to a digital format, which would be used in conjunction with the Geographic Information System (GIS). We anticipated most of the work in the conversion would be completed in fiscal year 2004. However, due to a backlog in cadastral maintenance, much of the conversion took place, and was completed in 2005.

Therefore, we request an emergency appropriation to cover the cost of completing the digital conversion, in the amount of \$40,395.00.

Thank you for your kind consideration.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Veterans' Assistance Office; and,

WHEREAS, the McLean County Veterans Assistance Officer advises that the original fiscal year 2005 appropriation of \$53,000.00 for the Emergency Veterans Assistance Account will be insufficient to meet the emergency assistance needs of eligible veterans; and,

WHEREAS, the audited unappropriated fund balance in the Veterans' Assistance Fund was \$69,851.00 as of December 31, 2004; and,

WHEREAS, the Finance Committee, at its regular meeting on December 6 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$6,000.00 to cover the remaining costs of said veterans' emergency assistance needs for the balance of Fiscal Year 2005; now, therefore

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the Veterans' Assistance Fund 0136 in the amount of **\$6,000.00**

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0136-0065-0074-0400.0000 Unappropriated Fund Balance	\$ 0.00	\$ 6,000.00	\$ 6,000.00

2. That the County Auditor is hereby directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

0136-0065-0074-0779.0002 Veterans Emergency Assistance	\$ 53,000.00	\$ 6,000.00	\$ 59,000.00
---	--------------	-------------	--------------

(2)

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Veterans Assistance Officer, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

ea_veterans_emasst.dec05.fin.doc
11/29/05

Summary of Activity
2003, 2004, 2005
Veterans Assistance Commission

	<u>2003</u>	<u>2004</u>	<u>YTD</u> <u>2005</u>	<u>12/05</u>
Vouchers	404	419	495	(10)
Rent	\$29,761.67	\$33,399.65	\$30,202.16	
Utilities	10,060.13	9651.44	8,865.27	
Food	3,046.69	4,485.69	5394.84	
Transp.	3391.90	2829.69	4615.79	
Medicine	89.80	160.68	459.06	
Total	\$46,350.19	\$50,527.15	\$49,537.12	(\$745.00)
Phone Calls In	2194	2238	2409	
Phone Calls Out	376	539	446	
Walk ins	1000	992	1298	
Trips to Peoria	N/A	119 (16)	141 (2) (89) (staff)	
Rides to Peoria	N/A	173	203	
Trips to Danville	N/A	53	138	
Rides to Danville	N/A	65	230	

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001 Court Services Department 0022
Juvenile Detention Center 0022**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2005 adopted budget for the Court Services Department and the Juvenile Detention Program 0022; and,

WHEREAS, the Court Services Department has been awarded Juvenile Justice Lapsed Funds FFY01 equipment and expense grants in the amount of \$15,505.00 from the Illinois Criminal Justice Information Authority to fund equipment and non-personnel expenses at the Juvenile Detention Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, December 5, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt of that portion of the funds which coincides with the County's fiscal year 2005 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022 as follows:

	<u>ADOPTED</u> <u>BUDGET</u>	<u>CHANGE</u>	<u>AMENDED</u> <u>BUDGET</u>
General Grant Revenue-Federal 0001-0022-0022-0404.0100	\$ 0.00	\$ 15,505.00	\$ 15,505.00

2. That the County Auditor is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022 as follows:

Teaching Materials -- Juveniles 0001-0022-0022-0612.0002	\$ 1,000.00	\$ 467.19	\$ 1,467.19
---	-------------	-----------	-------------

(2)

Operational/ Office Supplies 0001-0022-0022-0620.0001	\$ 1,300.00	\$ 649.75	\$ 1,949.75
Non-Major Equipment 0001-0022-0022-0621.0001	\$ 5,850.00	\$ 1,311.94	\$ 7,161.94
Computers 0001-0022-0022-0621.0005	\$ 0.00	\$ 4,780.00	\$ 4,780.00
Schooling and Conferences 0001-0022-0022-0718.0001	\$ 8,000.00	\$ 6,153.00	\$ 14,227.00
Software Lic/Maint. 0001-0022-0022-0750.0004	\$ 0.00	\$ 692.00	\$ 692.00
Purchase of Computer Equipment 0001-0022-0022-0833.0002	\$ 0.00	\$ <u>1,451.12</u>	\$ 1,451.12
Total		\$ 15,505.00	

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

ADOPTED by the County Board of McLean County this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/ctserv_jdc.deco5

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
2006**

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 is the receiving County. Livingston is the transmitting County.

III. TERMS

Four hundred (400) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$32,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized
or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the

receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

* 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.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly 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.

A 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 ½ 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 Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

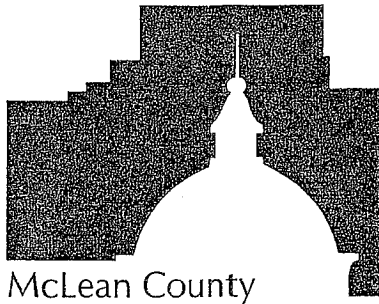
ATTEST:

Livingston County Clerk

McLean County Clerk

Date

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 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Livingston County

I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 400 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

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

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

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
2006**

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 is the receiving County. Woodford is the transmitting County.

III. TERMS

Three hundred and Sixty Five (365) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 29,200.

The transmitting County agrees to make such payment, regardless if the detention days are utilized
or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the

receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

* 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.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly 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.

A 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

Matthew Noar
Director of Court Services
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 Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Woodford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

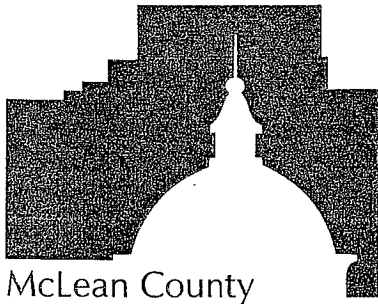
ATTEST:

Woodford County Clerk

McLean County Clerk

Date

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 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Woodford County

I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 365 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

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

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

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
2006**

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 is the receiving County. Logan is the transmitting County.

III. TERMS

Three hundred (300) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one

detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

- * 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.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly 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.

A 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 of Court Services
Logan County Court House
Lincoln, Illinois 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 Agreement shall be in effect on January 1, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Logan County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

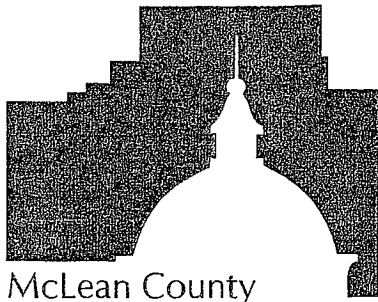
ATTEST:

Logan County Clerk

McLean County Clerk

Date

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 *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: November 22, 2005

RE: Juvenile Detention Bed Space Contract with Logan County

I have attached a contract for lease of space in the McLean County Detention Center, which Logan County is seeking to enter into. This contract guarantees Logan County 300 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. Any unused detention days will be allowed to be carried over to a 2007 contract.

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

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department obtained grant funds from the Edward Byrne Justice Assistance Grant in the amount of \$34,035.00; and

WHEREAS, McLean County is classified as a disparate jurisdiction for purposes of Byrne grants and is required to share this grant funding on an equal basis with the Town of Normal and the City of Bloomington; and

WHEREAS, the McLean County Sheriff's Department plans to use its share of the grant funding to purchase taser guns and accessories; and

WHEREAS, the Justice Committee, at a meeting on Monday, December 5, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain grant funds; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Office			
General Grant Revenue -- Federal			
0001-0029-0027-0404.0100	\$ 0.00	\$ 11,345.00	\$ 11,345.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:

Sheriff's Office			
Non-Major Equipment			
0001-0029-0027-0621.0001	\$ 23,000.00	\$ 11,345.00	\$ 34,345.00

(2)

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 20th day of December, 2005.

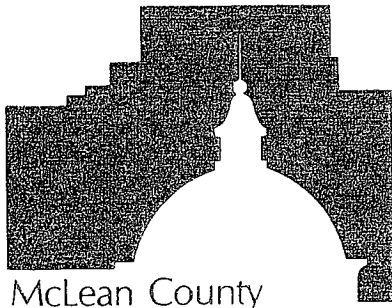
ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

EA_SHER.BYRNE_DEC05



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

November 28, 2005

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: DECEMBER 5th, 2005 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following item be placed on the December 5th, 2005 Justice Committee Agenda for action and one item for information only:

Action

- 1) **Emergency Appropriation:** At its August meeting, the McLean County Board approved my request to accept money from the Edward Byrne Justice Assistance Grant and to enter into an agreement with Bloomington and Normal Police Departments to receive grant money from the Department of Justice, Justice Assistance Grant. Each entity is to receive \$11,345.

Monies received from this grant will go towards the purchase of tasers for Court Security and the McLean County Sheriff's Office Patrol Division.

I would ask, at this time, that the Justice Committee approve my request for an Emergency Appropriation in order to facilitate the purchase of the tasers.

Information

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

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you or members of the Committee may have.

David Owens
Sheriff