

Proceedings
of the
County Board
of
McLean County,
Illinois

May 16, 2006

*Subject to approval at
June 20, 2006
County Board Meeting*



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May 16, 2006

The McLean County Board met on Tuesday, May 16, 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 O'Connor and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Cathy Ahart, Terry Baggett, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Paul Segobiano, and Michael Sweeney.

The following Member was absent:

Member Matt Sorensen, Duffy Bass, Tari Renner, and David Selzer.

Appearance by Members of the Public and County Employees:

There were none

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda.

No requests were made at that time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, April 18, 2006
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Bentown-Holder Road Agreements – Section 04-00040-03-WR – CH 25
 - a) State Truck Access Route Program (TARP) Agreement
 - b) 80,000 Pound Weight Limit Resolution for Bentown-Holder Road, McLean County Highway 25, from Illinois Route 9 to County Road 1100N
 - c) 80,000 Pound Weight Limit Agreement – Streutker Dairy
 - d) 80,000 Pound Weight Limit Agreement - Evergreen FS, Inc.
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the Application in Case ZA-06-02, Parcel 25-19-400-004, for a Map Amendment to change the Zoning Classification From A-Agriculture District to R-1 Single Family Residence District on a seven acre Property that is located in Cheneys Grove Township immediately west of 3700 East Road, immediately south of the Indian Springs Subdivision and approximately 1/3 mile north of 1000 North Road
 - b) Request Approval of the Application in Case ZA-06-03, Parcel 20-02-101-010, for a Map Amendment to change the Zoning Classification From A-Agriculture District to C-Commercial District in part on 3.8 acres along 1000 East Road and in part to M-1 Restricted Manufacturing District on 19 acres to the east of this 3.8 acres, on property which is located in Dale Township immediately east of 1000 East Road, immediately north of Washington Heights Subdivision and 1/4 miles south of IL Route 9
 - 2) Subdivision Cases:

None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee
 - a) Request Approval to Purchase Storage Area Network Device under GSA Contract – Information Services
 - b) Request Approval of Centranet Renewal with Verizon – Information Services

- 2) Finance Committee
 - a) Request Approval of a Master Services Agreement for Employee Assistance Services with Chestnut Global Partners, LLC – County Administrator’s Office

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

1) REAPPOINTMENTS:

***ELLSWORTH FIRE PROTECTION DISTRICT**

Mr. Gerald L. Bedell
29980 East 1050 North Road
Ellsworth, IL 61737
(Three-year term to expire on April 30, 2009)

***LEXINGTON FIRE PROTECTION DISTRICT**

Mr. David D. Duzan
24322 N. 2250 East Road
Lexington, IL 61753
(Three-year term to expire on April 30, 2009)

***GRIDLEY FIRE PROTECTION DISTRICT**

Mr. Stanley Ringger
29288 N. 2025 East Rd.
Gridley, IL 61744
(Three-year term to expire on April 30, 2009)

***SAYBROOK-ARROWSMITH FIRE PROTECTION**

Mr. Sidney A. Schaefer
12624 N. 4000 E Road
Saybrook, IL 61770
(Three-year term to expire on April 30, 2009)

McLEAN COUNTY BOARD OF REVIEW

Mr. Floyd “Bud” Clark
2103 Berrywood Lane
Bloomington, IL 61704
(Two-year term to expire on June 1, 2008)

McLEAN COUNTY BOARD OF REVIEW

Mr. Joseph R. Stephens
1928 Claremont C. C. Commons
Normal, IL 61761-5314
(Two-year term to expire on June 1, 2008)

(*Fire Protection reappointments were inadvertently omitted from the April Agenda and approval is subject to approval from Executive Committee Stand-up Meeting)

2) APPOINTMENTS:

CARLOCK FIRE PROTECTION DISTRICT

Mr. Thomas Wherry
8316 Stutzman Ln.
Carlock, IL 61725
(Three-year term to expire on April 30, 2009)

CARLOCK FIRE PROTECTION DISTRICT

Mr. John Grieder
8490 U.S. Highway 150
Carlock, IL 61725
(Three-year term to expire on April 30, 2009)

3) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

Local Agency	 Illinois Department of Transportation Truck Access Route Program (TARP) Agreement	Job Number - Construction
McLean County		C-95-307-06
Section 04-00040-03-WR		Job Number - Engineering

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Bentown-Holder Road Route CH 25 Lane Miles 3.527 miles

Number of Eligible Intersections 3

Termini from IL 9 to .487 mile south of 1100N & intersections at IL 9, CH 28 (1200N), & Fleming St.

Current Jurisdiction McLean County / Old Town Road District (North 3.040 miles - McLean Co; south 0.487 mile Old Town Road District)

Project Description

Reconstruction to 80,000 pound access

Division of Cost

Type of Work	TARP (1)	LA (2)	Total
Participating Construction	256,620	1,143,380	1,400,000
Non-Participating Construction			
Preliminary Engineering			
Construction Engineering			
TOTAL	\$256,620	\$1,143,380	\$1,400,000

Note

- 1/ It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$256,620 not to exceed 50% of the final construction cost, whichever is the lesser.
- 2/ Any remaining balance shall be the responsibility of the LA.

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

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
 6. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit B. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
 7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 8. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 9. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
 10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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Local Agency McLean County	Section 04-00040-03-WR
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EXHIBITS

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

Exhibit A - Location Map

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

Addendum #1 - Jurisdiction

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

APPROVED

Name Michael Sweeney

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

Signature 

Date 5-16-06

TIN Number 37-6001569

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin - Secretary of Transportation

Date _____

Milton R. Sees - Director of Highways/Chief Engineer

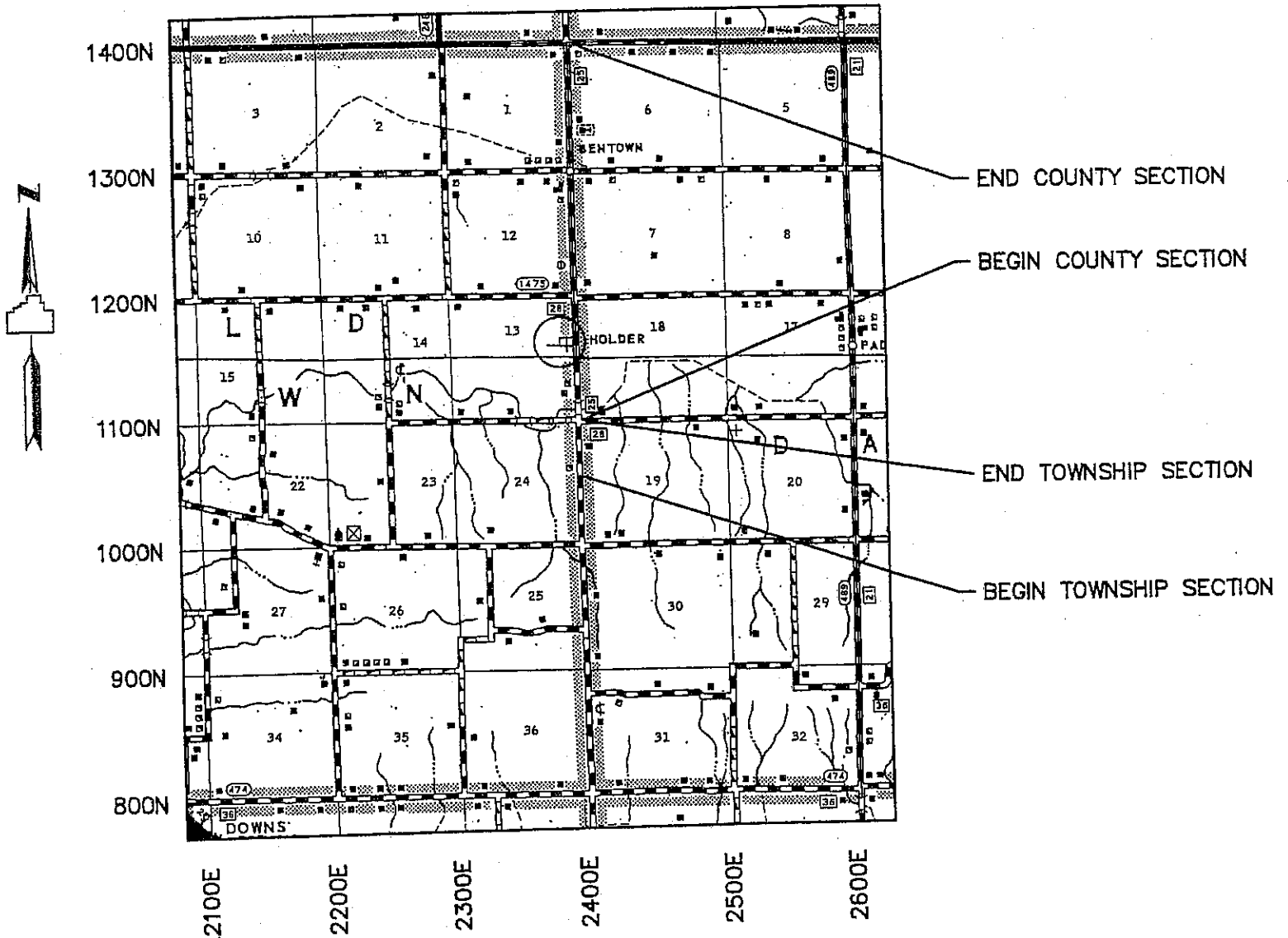
Ellen Schanzle-Haskins - Chief Counsel

Ann L. Schneider - Director of Finance and Administration

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

Local Agency McLean County	Section 04-00040-03-WR
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LOCATION MAP
McLEAN COUNTY SECTION
04-00040-03-WR
HOLDER RD (CH 25)



ADDENDUM # 1

Jurisdiction

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.

Phil Reynolds
Highway Commissioner

4-27-06
Date

McLEAN COUNTY WEIGHT LIMIT RESOLUTION


WHEREAS, it is hereby deemed to be of mutual benefit for McLean County, Evergreen FS Incorporated, and Streutker Dairy to enter into an agreement to increase the weight limit of the Bentown-Holder Road, McLean County Highway 25, from Illinois Route 9 to County Road 1100N to 80,000 pounds.

NOW THEREFORE, the McLean County Board hereby approves the attached McLean County Weight Limit Agreements with Evergreen FS Incorporated and Streutker Dairy, and authorizes the Chairman of the McLean County Board to sign said agreements, and also,


The McLean County Board hereby establishes the Bentown-Holder Road, McLean County Highway 25, from Illinois Route 9 to County Road 1100N, a distance of 16,051 feet (3.040 Miles), as a Class III Truck Route with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 04-00040-03-WR, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.

Dated this 16th day of May, 2006.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

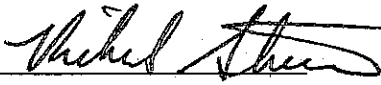

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

**McLEAN COUNTY
WEIGHT LIMIT AGREEMENT**

This Agreement entered into this day by and between Streutker Dairy and McLean County hereby provides for the following:

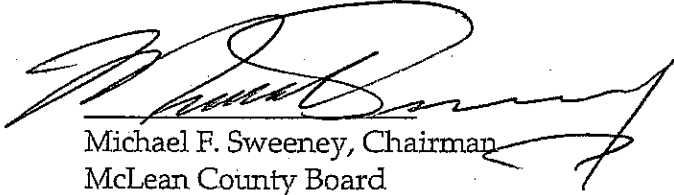
1. Streutker Dairy will pay for one-fourth (1/4) of the cost of increasing the weight limit on the Bentown-Holder Road, County Highway 25, from the Railroad Tracks in Holder south approximately 2,731 feet to County Road 1100N, from 73,280 pounds to 80,000 pounds for semi trailer loads. The total estimated cost of this work is based on 340 tons of bituminous hot mix at fifty four dollars (\$54.00) per ton for a total of Eighteen Thousand Three Hundred Sixty dollars (\$18,360.00). Streutker Dairy estimated share of the cost for their one fourth (1/4) of this is Four Thousand Five Hundred Ninety dollars (\$4,590.00). The actual amount owed by Streutker Dairy to the McLean County Highway Department shall be for 85 tons of bituminous hot mix binder course at the bid price on McLean County Section 04-00040-03-WR.
2. McLean County hereby agrees to designate the Bentown-Holder Road, County Highway 25, from the Railroad Tracks in Holder southerly approximately 2,731 feet to County Road 1100N as an 80,000 pound Class III Truck Route upon completion of the resurfacing project, Section 04-00040-03-WR and signed accordingly.
3. Payment by Streutker Dairy is due upon the completion of resurfacing of the Bentown-Holder Road, County Highway 25, Section 04-00040-03-WR and billing from the McLean County Highway Department.
4. McLean County Highway Department shall pay for the balance of the cost of this project.
5. It is mutually agreed that this Agreement shall be null and void should the resurfacing of the Bentown-Holder Road from the Railroad Tracks in Holder to County Road 1100N not be completed within three (3) years after the date of this Agreement.

Streutker Dairy


Richard Streutker
Streutker Dairy

Date: 4/20, 2006

McLean County Board


Michael F. Sweeney, Chairman
McLean County Board

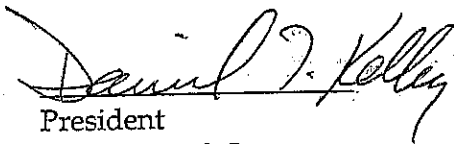
Date: 5/16, 2006.

**McLEAN COUNTY
WEIGHT LIMIT AGREEMENT**

This Agreement entered into this day by and between Evergreen FS, Inc. and McLean County hereby provides for the following:

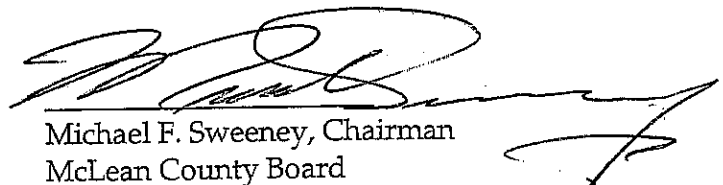
1. Evergreen FS, Inc. will pay for one-fourth (1/4) of the cost of increasing the weight limit on the Bentown-Holder Road, County Highway 25, from IL Rt. 9 south approximately 13,320 feet to the Railroad Tracks in Holder, from 73,280 pounds to 80,000 pounds for semi trailer loads. The total estimated cost of this work is based on 1989 tons of bituminous hot mix at fifty four dollars (\$54.00) per ton for a total of One Hundred Seven Thousand Four Hundred Six dollars (\$107,406.00). Evergreen FS, Inc.'s estimated share of the cost for their one fourth (1/4) of this is Twenty-Six Thousand Eight Hundred Thirty-Eight dollars (\$26,838.00). The actual amount owed by Evergreen FS, Inc. to the McLean County Highway Department shall be for 497 tons of bituminous hot mix binder course at the bid price on McLean County Section 04-00040-03-WR.
2. McLean County hereby agrees to designate the Bentown-Holder Road, County Highway 25, from IL Rt. 9 southerly approximately 13,320 feet to the Railroad Tracks in Holder as an 80,000 pound Class III Truck Route upon completion of the resurfacing project, Section 04-00040-03-WR and signed accordingly.
3. Payment by Evergreen FS, Inc. is due upon the completion of resurfacing of the Bentown-Holder Road, County Highway 25, Section 04-00040-03-WR and billing from the McLean County Highway Department.
4. McLean County Highway Department shall pay for the balance of the cost of this project.
5. It is mutually agreed that this Agreement shall be null and void should the resurfacing of the Bentown-Holder Road from IL Rt. 9 south to the Railroad Tracks in Holder not be completed within three (3) years after the date of this Agreement.

Evergreen FS, Inc.


President
Evergreen FS, Inc.

Date: April 20, 2006

McLean County Board


Michael F. Sweeney, Chairman
McLean County Board

Date: 5/16, 2006.

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

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of R-1 Single Family Residence District on a seven acre property which is part of the NE¼ of the SE¼ of Section 19, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois and is located in Cheneys Grove Township immediately west of 3700 East Road, immediately south of the Indian Springs Subdivision and approximately 1/3 mile north of 1000 North Road; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-06-02 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,

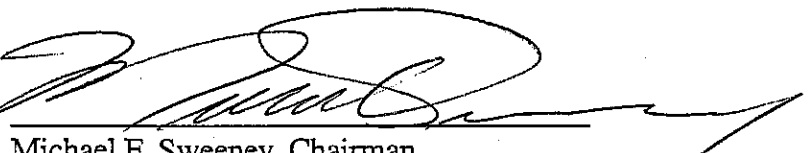
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of R-1 Single Family Residence District.

Adopted by the County Board of McLean County, Illinois this 16th day of May 2006

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

FINDINGS OF FACT AND NO 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 John Atherton in case ZA-06-02, parcel 25-19-400-004. He is requesting a map amendment to change the zoning classification from A-Agriculture District to R-1 Single Family Residence District on a seven acre property that is part of the NE¼ of the SE¼ of Section 19, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois and is located in Cheney's Grove Township immediately west of 3700 East Road, immediately south of the Indian Springs Subdivision and approximately 1/3 mile north of 1000 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 2, 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 seven acre property is gently sloping and drains to the center of the property and then to the north. The property is currently in crop production. The property has 440 feet of frontage on the west side of 3700 East Road and 60 feet of frontage on the south side of Arrowhead Trail. Arrowhead Trail is a street that is stubbed from the Indian Springs Subdivision. The public roads are oil and chip 18 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north, east and south is in the R-1 Single Family residence District. The land to the west is in the A-Agriculture District. Single family residences are located to the north. A golf course is located to the west. The land to the east and south is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 107 out of 125 points. The site assessment score was 105 out of 175 points. The total LESA score was 212 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 listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- 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 property to the north, south, and east is in the R-1 Single Family Residence District. The adjacent property to the north is occupied by a residential subdivision that has a stub street in place to access this property. The McLean County Regional Planning Commission working with staff, has reviewed the proposal for consistency with the Comprehensive Plan and has given the proposal a score of 'D' which means that the application does not provide minimal features to be consistent with the Comprehensive Plan. The "D" rating is due to the proposed substandard roads that are to be built with ditches and oil and chip streets rather than curb and gutter and asphalt or concrete streets. The existing Indian Springs Subdivision, which is immediately north of this property, was developed in the late 1970s with ditches (rural cross sections) and oil and chip streets. The applicant

indicated that it is not financially feasible to build with curb and gutter and concrete streets. The Zoning Board of Appeals found that the area is appropriate for residential development even though there is a concern about how the applicant proposes to construct the streets.

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 and dimensions of the property are suited for uses permitted in both the Agriculture and R-1 Single Family Residence Districts. However, the property is more suited for residential development due to being located between a golf course to the west and a residential subdivision to the north. The property is also gently sloping and the relatively low LEASA score indicates the property is not well suited 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 440 feet of frontage on the west side of 3700 East Road and 60 feet of frontage on the south side of the Arrowhead Trail right-of-way. It appears that safe sight distance for entrances can be provided for the proposed use. The County Engineer has indicated that the waiver of the curb and gutter requirement and the asphalt and concrete requirement are not acceptable. However, the Cheney's Grove Township Road Commissioner has indicated that he would accept the proposed oil and chip roads and also allow an entrance from the proposed development to 3700 East Road. The Zoning Board of Appeals found that there is adequate access even though there is a concern about how the applicant proposes to construct the streets.
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 3700 East Road and is proposed to also connect to a stub street in the existing Indian Springs Subdivision.
5. **The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the 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 sloping and not located within the designated 100 year flood hazard area. A pond on an adjacent property is proposed to provide storm water retention; this will be reviewed during the subdivision review process.
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 is met. The Cheney's Grove Township Fire District will provide fire protection for the subject property. The applicant has indicated that the property will be served by private wells and septic systems 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.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, Member Elble was opposed and no members were absent.

Respectfully submitted this 2nd day of May 2006, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
James Finnigan
Joe Elble
Drake Zimmerman
Jerry Hoffman
Michael Kuritz
Dale Williamson

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

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of C-Commercial District in part on 3.8 acres along 1000 East Road and in part to M-1 Restricted Manufacturing District on 19 acres to the east of this 3.8 acres, on property which is part of the NW ¼ of Section 2, Township 23N, Range 1E of the 3rd P.M.; and is located in Dale Township immediately east of 1000 East Road, immediately north of Washington Heights Subdivision and ¼ miles south of IL Route 9.

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-06-03 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 A-Agriculture District to a classification of C-Commercial District in part and to M-1 Restricted Manufacturing District in part.

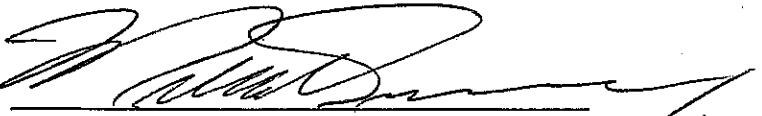
Adopted by the County Board of McLean County, Illinois this 16th day of May 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

FINDINGS OF FACT AND NO 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 Erik Sloneker in case ZA-06-03, parcel 20-02-101-010. He is requesting a map amendment to change the zoning classification from A-Agriculture District to C-Commercial District in part on 3.8 acres along 1000 East Road and in part to M-1 Restricted Manufacturing District on 19 acres to the east of this 3.8 acres, on property which is part of the NW ¼ of Section 2, Township 23N, Range 1E of the 3rd P.M.; and is located in Dale Township immediately east of 1000 East Road, immediately north of Washington Heights Subdivision and ¼ miles south of IL Route 9.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 2, 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 22.9 acre property is relatively flat and drains to the center of the property and then to the east. The property is currently in grass and crop production. The property has 550 feet of frontage on the east side of 1000 East Road and 60 feet of frontage on the south side of Carole Road where it stubs to the property from the Heartland Hills Subdivision. 1000 East Road is an oil and chip road 18 feet in width. Carole Road is an asphalt road 30 feet in width with curb and gutter.

SURROUNDING ZONING AND LAND USE - The land to the north is M-1 Restricted Manufacturing District. The land to the east and south is in the R-1 Single Family Residence District. The land to the west is in the Agriculture District. Light industrial uses are located to the north. The land to the east and west is in crop production. Single family residences are located to the south.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 122 out of 125 points. The site assessment score was 74 out of 175 points. The total LESA score was 196 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 listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- 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 trend of development in the area is toward commercial and light industrial uses. This property is located to the east of 1000 East Road. 1000 East Road has been the dividing line between residential zoning (to the west) and commercial/industrial zoning (to the east) for many years. The property to the north of this property is in the M-1 Restricted Manufacturing District on which Heartland Industrial Park and Williamson Farm Drainage are located. Properties to the north of Route 9, to the east of 1000 East Road have also been developed for commercial and light industrial uses. The McLean County Regional Planning Commission working with staff, has reviewed the proposal for consistency with the Comprehensive Plan and has given the proposal a score

of 'C' which means that the application provides minimal features to be consistent with the Comprehensive Plan. The property to the south was developed as a residential subdivision in the 1960s and 1970s. The Zoning Ordinance requires a 30 foot buffer and a screen to be provided in the M-1 District as a transition area between zoning districts when land in the M-1 District is developed adjacent to residential lots. The applicant proposes to provide a poured concrete wall seven feet in height along with tree plantings along the south property line of this property where it is adjacent to a residential subdivision. The applicant operates an excavation business in the community and has been looking for a site to relocate for over two years.

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 and dimensions of the property are suited for uses permitted in both the Agriculture and the proposed M-1 and Commercial Districts. However, the property is more suited for manufacturing and commercial development due to the location of the M-1 Zoning District and light industrial development to the north that has a street that is stubbed to the subject property. The low LESA score also indicates this property is more desirable for the proposed uses rather than agriculture uses.
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 classifications.** This standard is met. The property has 570 feet of frontage on the east side of 1000 East Road and 60 feet of frontage on the south side of the Carole Road stub street. It appears that safe sight distance for entrances can be provided for the proposed use. The applicant will need to obtain entrance permits from the Dale Township Road Commissioner in order for it to be subdivided. The applicant has entered into a road agreement with the Dale Township Road Commissioner to upgrade 1000 East Road from the property to the intersection of Route 9 when the property along this road is developed. However, most of the traffic generated from the property will travel over Carole Road through the Heartland Industrial park to Illinois Route 9.
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 classifications.** This standard is met. This property has frontage on 1000 East Road and Carole Road. Carole Road connects directly to Route 9. US Route 150 (Mitsubishi Motorway) is located one mile to the east. The Interstate I-55/I-74 interchange with Illinois Route 9 is located 2¼ miles to the east of this property. The applicant will need to work with the owner/developer of the Heartland Industrial Park Subdivision, the property immediately to the north, to obtain the necessary Illinois Department of Transportation (IDOT) permits for access to Route 9 from Carole Road in order to properly subdivide this property; the installation of turn lanes will likely be required.
5. **The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the C-Commercial District and the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is sloping and not located within the designated 100 year flood hazard area. The applicant will preserve

drainage associated with drain tiles running across and to the property. The applicant will need to provide plans and implement retention/detention during the subdivision process.

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 C-Commercial District and the M-1 Restricted Manufacturing District.** This standard is met. The Dale Township Fire District will provide fire protection for the subject property. The property will be served by septic systems approved by the County Health Department; 19 soil borings were completed on the property, and each boring verified that leach fields can be used for septic systems. Public water is available from the Bloomington Township Water District at the north property line.
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. The applicant proposes to provide a poured concrete wall seven feet in height along with tree plantings along the south property line of this property where it is adjacent to a residential subdivision. A resident of the residential subdivision to the south indicated that she is disappointed that residential development is not proposed on the subject property.

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 C-Commercial District in part on 3.8 acres along 1000 East Road and the remainder to M-1 Restricted Manufacturing District.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, no members were opposed and Member Williamson recused himself.

Respectfully submitted this 2nd day of May 2006, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
James Finnigan
Joe Elble
Drake Zimmerman
Jerry Hoffman
Michael Kuritz
Dale Williamson



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

May 10, 2006

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

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Director of the Information Services Department to approve the purchase of an Equallogic Storage Area Network (SAN) device under the current Government Services Administration Contract #GS-35F-4342D.

Funds for this purchase have been appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2006 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton 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

PS300E Storage Array

A full-featured, high-capacity system for best-in-class performance and data availability



PS300E Storage Array

With 7 TB of capacity within a 3U enclosure, the PS300E is an enterprise SAN serving up best-in-class performance providing both primary and secondary storage for database, email, print & file and Web services applications.

Data services include:

- Auto-replication
- Automatic load balancing
- Auto-snapshot Manager¹
- Auto-stat Disk Monitoring System
- Multi-path I/O²
- PS Group Manager
- Snapshot and Auto-Replication Scheduler
- Storage virtualization
- Volume cloning
- Volume management
- Volume snapshot - (Up to 512 per volume, read-only and read/write)

Technical Highlights

Volumes	Up to 1,024
Snapshots	Up to 10,000
Hosts accessing group	Up to 256
Host interface	Any standards-compliant iSCSI initiator
Controllers	2
Disk capacity	500 GB*, 7,200 RPM
System capacity	7 TB**
Number of drives	14
I/Os per second	60,000
Memory (battery-backed)	2 GB
Gb network interfaces	3
Copper (standard)	
Optical (SFP purchased separately)	
Sustained system bandwidth (MB/sec)	300
Operating systems supported	Windows 2000, Windows Server 2003, NetWare, Windows XP, Linux, Solaris, AIX, HP-UX, Mac OS X
Upgrade option	System can be online upgraded to PS1200E System can be combined with other PS systems in a single SAN

RAID Support

Automatic RAID 10 and RAID 50 configuration

Reliability

Redundant, hot-swappable controllers, power supplies, cooling fans, and disks

Mirrored write-back cache with 72-hour battery backup

Individual disk drive slot power control

Automatic spare configuration and utilization

SMART

Automatic bad block replacement

Auto-stat Disk Monitoring System (ADMS) to monitor health of data on disk drives

Management Interfaces

SNMP, telnet, SSH, HTTP, Web (SSL), host scripting

Serial console

Multi-administrator support

Security

CHAP authentication

Access control for iSCSI and management interfaces

Notification Methods

SNMP traps, e-mail, syslog

Power

Input voltage/Power	100-240 VAC (auto-sensing)/450VA
Input current	4.0 amperes (maximum) @ 115 volts
Input frequency	50-60 hertz
Power supplies	Dual 400 watts

Environmental

Operating temperature	41 to 104 degrees F / 5 to 40 degrees C
Storage temperature	-22 to 140 degrees F / -30 to 60 degrees C
Maximum altitude	10,000 feet
Relative humidity (operational)	8 to 90% non-condensing
Relative humidity (non-operational)	5 to 95% non-condensing
Thermal output	1500 BTU / hour, 450 watts
Shock (operating)	30 G for 2ms
Vibration	.1 G @ 10 to 100 hertz

Physical

Height	5.25 inches / 13.33 centimeters
Width	17.625 inches / 44.77 centimeters
Depth	25 inches / 63.5 centimeters
Weight	81 pounds / 36.74 kilograms

Agency Approvals

Safety standards	UL 60950, CSA 60950, S Mark, EN 60950 (Europe), CB Scheme
Electromagnetic Compatibility (EMC)	EN 55022 Class A, CE Mark, EN 55024 Immunity, ITE, FCC Class A, VCCI Class A (Japan), AN/NZS 3548 Class A (Australia /New Zealand)

Limited Warranty

2 years, 1 year battery, 3 years disks
5 x 9 telephone support
1 year software updates
90 days advanced parts replacement

Support Agreement Options

Basic	Next-day advanced hardware replacement, software updates, 24-hour access to Technical Support Center
Premium	Four-hour onsite advanced hardware replacement, software updates, 24-hour access to Technical Support Center

*1GB = 1,000,000,000 bytes, useable space may be less
 †Qualified for Microsoft Windows Server 2003

**1TB = 1,000,000,000,000 bytes, useable space may be less
 ‡Qualified for Microsoft Windows Server 2000 and 2003



9 Townsend West, Nashua, NH 03063
 Tel 603.579.9762 / Fax 603.579.6910 / www.equallogic.com



McLean County

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
To Purchase Storage Area Network Device
Under GSA contract**

April 26, 2006

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase an Equallogic Storage Area Network (SAN) Device under the current GSA contract, number GS-35F-4342D. County purchasing policy states (Chapter 17.59-5) "County departments may participate in inter-governmental purchasing." As a result of the GSA contract, the equipment has already processed through the bidding criteria required by Illinois law.

The device will allow McLean County Government to significantly centralize its data storage, improve our data performance, reduce future expenditures in computer servers and is a significant milestone in the further implementation of our business continuity/disaster recovery plan. The specific device is the Equallogic PS300E which houses up to seven (7) terabytes of data. The contract price of \$57,945 includes three years of standard maintenance. Monies have been budgeted within the Fiscal Year 2006 budget for this purchase.

I respectfully request approval for the purchase of the Equallogic SAN device under the GSA contract provisions. I've attached a 2 page product description for your review.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", with a long horizontal flourish extending to the right.

Craig Nelson
Director
McLean County Information Services



SERVICE AGREEMENT
(Intrastate ICB)

Customer Name	McLean County Government ("Customer")	Main Billing Tel. No:	309-888-5000
and address:	104 W. Front St., Bloomington, IL 61701	ICB Case No.	2006-363881

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs (the "Services"), for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

McLEAN COUNTY GOVERNMENT

VERIZON NORTH INC.

By _____

By _____

Name/title _____

Name/title _____

Date _____

Date _____



Verizon company name: Verizon North Inc. (referred to in this Exhibit as "Verizon")

State: Illinois

Customer name: McLean County Government

ICB Case No.: 2006-363881

Customer must sign and date this Agreement on or before May 5, 2006, or the proposed Service arrangement and pricing will no longer be available.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterrupted power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
Centranet Main Station with Feature Package 3000 (per line)	\$10.50	Per Tariff
P-Set Interface (each)	\$3.50	Per Tariff

Notes:

1. The CentraNet line rate includes the following features ONLY: Feature Package 3000. Any additional features will be provided pursuant to applicable tariff rates, terms and conditions.
2. Tariff non-recurring charges apply for any moves, changes or installation of new Services under this Agreement.
3. These charges DO NOT include Federally mandated end user common line charges, any applicable local, state or federal fees, taxes, surcharges, usage charges or other applicable tariff charges.

Minimum Commitment and Shortfall.

Customer must maintain a minimum of 500 lines during the term period. Termination charges set forth below will apply if the line count falls below 500.

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), shall be filed with the Illinois Commerce Commission ("Commission") within thirty (30) days of execution and becomes effective upon filing. Customer acknowledges that the Service cannot be provided until this Agreement is filed with the Commission.

3. Service or Term Period. Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date shall be May 6, 2006, the day following the expiration of the current agreement between the Parties.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 25% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Tariff exceptions associated with Termination Liability do not apply to this Agreement.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will



be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

6. Locations. The Services shall be provided to Customer under the terms hereof at all the Customer locations within McLean County, IL. Customer may add additional sites and quantities to this Agreement if they are within established Verizon in-franchise serving areas within the State of Illinois where the service is technically and commercially available.





McLean County

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 Centranet Renewal with Verizon**

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

Please find attached a Service Agreement with Verizon. This contract represents a renewal of services already in place for the telephone system used by the County.

I am recommending approval of a one year contract at the \$10.50 per line MRC (monthly recurring cost).

Investigation into alternative phone systems has been undertaken in the past year. Recommendations are in the process of being prepared for review by this committee and the County Board.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", with a long horizontal flourish extending to the right.

Craig Nelson
Director, Information Services.

MASTER SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES

THIS AGREEMENT is made and entered into this 1st day of May, 2006 by and between Chestnut Global Partners, LLC, an Illinois Limited Liability Company (hereinafter referred to as "CGP") and County of Mclean)hereinafter referred to as "EMPLOYER").

This Agreement shall serve as the Master Services Agreement and sets forth the terms under which CGP shall implement and administer Employee Assistance Services.

In consideration of the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CGP and EMPLOYER hereby agrees to the following:

SECTION 1 PROGRAM SCOPE

- 1.1 Employees.** Full and Part time employees of EMPLOYER and their eligible dependents shall be covered by the EAP Program ("Covered Persons"). Eligible dependents shall include spouse and dependent children under the age of 21.

SECTION 2 ADMINISTRATIVE SERVICES

- 2.1 Administrative Consultation.** CGP shall provide consultation to EMPLOYER concerning referrals due to work performance or conduct at work issues.
- 2.2 Administrative Training.** CGP shall collaborate with EMPLOYER in conducting administrative training for supervisory personnel designated by EMPLOYER. This training shall include an overview of EAP services, procedures for referring job impaired employees, and appropriate utilization of EAP services by EMPLOYER and its employees. The location and duration of the training and the materials used in the training sessions are to be agreed upon by CGP and EMPLOYER. CGP shall provide a training manual, as well as provide an experienced EAP professional to lead and facilitate the training. EMPLOYER agrees to pay reasonable travel expenses incurred by CGP for administrative training. All travel expenses require the prior approval of EMPLOYER. See Appendix A for pricing on administrative services.
- 2.3 Seminars.** CGP shall offer 4 specialized workshop(s) or seminar(s) to EMPLOYER on an annual, as requested basis. CGP shall provide EMPLOYER access to its Speakers Bureau, which provides educational workshops on a wide range of behavioral and organizational health subjects. EMPLOYER shall be responsible for requesting a seminar, reserving seminar accommodations, and assisting in promoting the seminar. CGP shall provide a qualified trainer to lead the seminar sessions and promotional materials and seminar handouts. EMPLOYER agrees to pay CGP reasonable travel expenses incurred by CGP for seminars. . All travel expenses require the prior approval of EMPLOYER. See Appendix A for pricing on seminars.

- 2.4 **Program Consultation.** CGP shall provide consulting services to EMPLOYER regarding the development, communication, and implementation of the EAP Program and shall assist EMPLOYER in developing relevant personnel policies. CGP shall also support the workforce development efforts of EMPLOYER with customized consulting services in response to specific behavioral and organizational risk management issues in the workplace that fall within the role and expertise of CGP. CGP shall provide these consultations as agreed upon between CGP and EMPLOYER. Any expenses associated with such consultations shall require the prior approval of the EMPLOYER.
- 2.5 **Program Communications.** CGP shall assist EMPLOYER in promoting the EAP Services to its employees, management and supervisory personnel through on-going communications, including face-to-face employee orientations and the production of customized written materials, which will be subject to the approval of EMPLOYER. EMPLOYER and CGP shall agree which party shall be responsible for copying and disseminating the written materials.
- 2.6 **Reporting.** Upon EMPLOYER's request, CGP shall provide utilization reports to EMPLOYER summarizing EAP Services used and highlighting prevalent employee problems. CGP and EMPLOYER shall mutually agree upon the format of the utilization report. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons receiving EAP services. Other reports provided shall be as mutually agreed to by the parties.

SECTION 3 EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICE.

- 3.1 **Personal Problem Assistance.** CGP shall provide information, assessment, counseling, and referral services to Covered Persons. Personal problem assistance may be provided for marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, psychological disorders, behavior problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance, increase healthcare utilization and compromise general well-being.
- 3.2 **EAP Counseling Sessions.** On an annual basis, CGP shall provide up to 5 outpatient counseling sessions to each Covered Person for each incident. CGP shall contract with affiliate providers to provide the counseling sessions. All contacts related to the initial presenting problem shall be considered a single incident. CGP, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, CGP may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. CGP shall address crisis situations and facilitate appropriate referrals if indicated.
- 3.3 **Critical Incident Response.** CGP shall provide on site critical incident stress debriefing response services as requested or required to appropriately respond to a given work place

event. These services may include: crisis intervention, one-on-one counseling, critical incident stress debriefing, defusing, management consultation and appropriate follow-up. See Appendix A for pricing.

- 3.4 **Availability.** CGP shall maintain a 24-hour toll-free access line. CGP shall use commercially reasonable efforts to provide telephone consultation within a maximum time frame of one-half hour from the initial contact. Appointments shall be offered as soon as possible in emergency situations and within three (3) working days of the initial telephone contact for non-emergency situations. CGP shall offer day and evening appointments.

SECTION 4 DUTIES AND RESPONSIBILITIES OF EMPLOYER

- 4.1 **Covered Person Information.** To enable CGP to render appropriate services under this Agreement, EMPLOYER or its designee shall provide CGP with a current list of Covered Persons and such additional information as CGP shall reasonably request. EMPLOYER or its designee agrees to provide such information every month or more often if reasonably required by CGP. CGP shall be permitted to share such information with its subcontractors.
- 4.2 **Benefits Information.** EMPLOYER or its designee shall provide CGP with current information regarding its employee benefits for behavioral healthcare services, including substance abuse and mental health treatment services. EMPLOYER or its designee shall provide CGP with prior notice of all revisions or changes to its employee benefits plans. CGP shall be permitted to share such information with its subcontractors.
- 4.3 **Policies/Procedures.** EMPLOYER shall provide CGP with copies of relevant policies and procedures, including EMPLOYER's drug testing policy. EMPLOYER further agrees to consult with CGP concerning the development of relevant EMPLOYER personnel policies, including policies addressing substance abuse, drug free workplace, violence prevention and fitness for duty. EMPLOYER acknowledges that it has an affirmative duty to comply with its policies and procedures and to monitor the fitness of its employees in accordance with its policies and procedures.
- 4.4 **Contact Person.** EMPLOYER shall designate a contact person within its organization to communicate with and assist CGP concerning implementation of the employee assistance program. The designated contact person shall have sufficient authority and decision making power with respect to the EAP program, including authority to schedule administrative trainings and seminars.
- 4.5 **Employee Complaints.** EMPLOYER agrees to inform CGP of employee complaints related to the provision of EAP Services. EMPLOYER and CGP shall cooperate in the resolution of such complaints.
- 4.6 **Compliance with Laws.** EMPLOYER is responsible for ensuring that its EAP program complies with all applicable laws, and agrees to notify CGP of any requirements related to the provision of services by CGP hereunder.

4.7 **Authority** EMPLOYER retains the final authority and responsibility for the operation of its health benefits plan.

SECTION 5 COMPENSATION

5.1 **Compensation.** For services rendered under this Agreement, EMPLOYER shall compensate CGP as set forth in Appendix A, attached hereto and made a part of this Agreement.

SECTION 6 CONFIDENTIALITY

6.1 **Confidentiality of Records.** CGP shall maintain, and shall cause its subcontractors to maintain, the confidentiality of information concerning recipients of services pursuant to this Agreement in accordance with applicable confidentiality statutes and regulations, including federal and state rules governing substance abuse and mental health patient information. EMPLOYER acknowledges and agrees that confidentiality laws may prevent CGP from providing information to EMPLOYER without the written authorization of the Covered Person.

6.2 **Confidentiality of CGP Proprietary Information.** EMPLOYER recognizes that it will have access to confidential and proprietary information developed, created and/or owned by CGP or its subcontractors, including, but not limited to, data, procedures, trade secrets, formulas, specifications, processes, methods, ideas, compilations and systems (referred to in the aggregate as "Confidential Information"). EMPLOYER, for itself and for its agents, employees, officers and directors, agrees, understands and acknowledges that such Confidential Information shall forever remain the sole and exclusive property and proprietary interest of CGP or its subcontractors, as applicable, and EMPLOYER shall not usurp, misappropriate or effect the Confidential Information for EMPLOYER's business or personal benefit, or use or disclose the Confidential Information without the prior written express consent of CGP or its subcontractors, as applicable. The term "confidential information" shall not include (a) information known to EMPLOYER at the time of disclosure by CGP, (b) information that is or becomes known through no fault of EMPLOYER through the public domain, (c) information received by EMPLOYER from a third party not in violation of any right of CGP or its subcontractors, or (d) information which is independently developed by EMPLOYER. To the extent copyrights exist in any works of authorship, such works shall be deemed, to the extent legally permitted, to be works made for hire as that term is used in the Copyright Act of 1976. EMPLOYER covenants and agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of EMPLOYER, or has been rightfully received from a third party without restriction and without breach of this Agreement. The provisions set forth under this Section shall survive the expiration of this Agreement.

- 6.3 **Confidentiality of EMPLOYER Proprietary Information.** CGP expressly acknowledges that EMPLOYER's employee information, survey results, trade secrets and other confidential information pertaining to the operations and business affairs of EMPLOYER, as they may exist from time to time, are valuable, special and unique assets, and CGP agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of CGP, or has been rightfully received from a third party without restriction and without breach of this Agreement. Notwithstanding the foregoing, CGP may provide such confidential information to its employees, agents and subcontractors when necessary for the provision of services under this Agreement. This Section shall survive the expiration of this Agreement.

SECTION 7 TERM AND TERMINATION

- 7.1 **Term.** This Agreement shall be effective as of May 1, 2006 and, subject to earlier termination as provided in Section 7.2, shall remain in effect until April 30, 2008 (the "Term"). THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR A PERIOD OF TWO (2) YEARS UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW AT LEAST NINETY DAYS (90) PRIOR TO THE EXPIRATION OF THE TERM.
- 7.2 **Termination.** This Agreement may be terminated as follows:
- A. By CGP or EMPLOYER upon thirty (30) days prior written notice in the event the other party commits a material breach of this Agreement. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within thirty (30) days after receiving notice, this Agreement shall not terminate.
 - B. By CGP immediately if CGP or one of its subcontractors is found to be subject to federal, state or local licensing or other regulatory requirements which substantially burden or increase the cost of it providing services under this Agreement or which require CGP to obtain licensure as an insurer, health maintenance organization, health service plan, third party administrator or other similar license.
- 7.3 **Effect of Termination.**
- A. Immediately upon termination of this Agreement, EMPLOYER shall notify Covered Persons of such termination.
 - B. CGP shall cooperate with EMPLOYER or EMPLOYER's new EAP vendor in transitioning the care and management of Covered Persons. The parties agree that

CGP is the owner of all EAP records developed and maintained by CGP pursuant to this Agreement and that transfer of any records shall be in accordance with federal and state confidentiality laws. CGP shall be permitted to maintain the original of any record.

SECTION 8 INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance.** CGP shall maintain professional and general liability insurance in connection with this Agreement and shall provide EMPLOYER with a certificate of its insurance, upon request and after full execution of this Agreement. The minimum coverage levels shall be \$1,000,000. per occurrence and \$3,000,000. annual aggregate.
- 8.2 **Indemnification.** Each party hereby indemnifies and agrees to defend and hold harmless the other and their respective officers, directors, trustees, employees, successors, and assigns from and against any and all loss, injury, liability, claim, damage or expense (including without limitation, reasonable attorney fees, interest and court costs) incurred by the other resulting from, relating to or arising out of: (a) the acts or omissions of the other party; (b) breach of this Agreement and (c) any claim made against CGP by any employee of the EMPLOYER for a wrongful suspension or termination that is not the result of the negligence of CGP in rendering services pursuant to this Agreement.
- 8.3 **Limitation of Liability.** It is specifically understood and agreed by the parties that neither CGP nor its subcontractors shall have any financial responsibility of any kind to EMPLOYER or any other person, firm, corporation, or entity for any of the following: (a) any medical, hospital or other bills, debts, obligations or other liabilities of any kind relating to any medical, surgical, mental health or substance abuse treatment, confinement or medications (b) rendering medical treatment decisions and (c) making final decisions regarding payment of benefits.

SECTION 9 GENERAL PROVISIONS

- 9.1 **Compliance with Law.** Each party agrees to perform its responsibilities hereunder in accordance with all applicable law. EMPLOYER shall be responsible for operating its health benefits plans in accordance with the terms of all applicable law, including ERISA.
- 9.2 **Independent Contractor.** This Agreement shall not be construed to create any relationship between CGP and EMPLOYER other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, employee, partner, joint venturer or representative of the other. The parties agree that neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be provided in this Agreement.

- 9.3 **No-Hire Clause.** Each party agrees that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither CGP nor EMPLOYER shall actively recruit, or solicit permanent employees of either party without the prior written approval of the party whose employee is being considered for employment. This provision does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspaper, internet, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.
- 9.4 **Amendments.** This Agreement may only be amended or modified in writing as mutually agreed upon by the parties.
- 9.5 **Assignment.** The parties expressly agree that neither party may assign any of its rights and responsibilities under this Agreement to any individual or entity without the prior written consent of the other party. Notwithstanding the foregoing, EMPLOYER further acknowledges that CGP may assign any or all of its rights and responsibilities under this Agreement to any entity in which Chestnut Heath Systems has an ownership interest and such assignment shall not require EMPLOYER's prior written consent. EMPLOYER also acknowledges that persons and entities under contract with CGP may perform certain services under this Agreement.
- 9.6 **Notices.** Except as provided below, all notices required under this Agreement shall be in writing, signed by the party giving notice and delivered by hand, overnight delivery or first-class mail to the other party at such address as set forth immediately below or at such other address as designated by the party. Any notice shall be deemed to have been given at the time of actual receipt, or if mailed, five (5) days from the date of mailing.

If to CGP:

Chestnut Global Partners, L.L.C.
1003 Martin Luther King Drive
Bloomington, Illinois 61701
Attn: Russell J. Hagen, CEO and Manager

If to EMPLOYER:

McLean County Government
115 E Washington
Suite 401, Government Center
Bloomington, IL. 61701
Attn: Lucretia Wherry, Human Services Assistant

Correspondence relating to the day-to-day operations of the EAP Services may be sent by facsimile or other means as agreed upon by the parties.

- 9.7 **Waiver.** The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach

of the same or other provisions hereof.

9.8 **Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.

9.9 **Controlling Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

9.10 **Severability.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

9.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings and/or written or oral agreements among the Parties. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

9.13 **Non-Exclusivity.** EMPLOYER understands and agrees that CGP is free to contract with and provide the same or similar services to other companies during the term of this Agreement,

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CHESTNUT GLOBAL PARTNERS, L.L.C.

By: _____

Print Name: Russell J. Hagen

Title: CEO and Manager

Date: _____

EMPLOYER

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX A

COMPENSATION

As compensation for services rendered by CGP and its subcontractors to Covered Persons, EMPLOYER shall make quarterly payments to CGP based on the number of employees eligible to receive services pursuant to this Agreement as follows. Employer shall pay CGP by the 15th day of the first month of each quarter and shall include with the payment the list of employees used to compute the quarterly capitation payment. The capitation rate shall be guaranteed for 2 years and shall be as follows:

EAP Services	\$32.30 Per employee per year
Critical Incident Response	no additional charge
Seminars	4 seminars per contract year are provided at no charge. Compensation for additional seminar requests are subject to negotiation with employer.
Administrative Training	provided at no additional charge
Identity Theft Services	provided at no additional charge
Elder Care Services	provided at no additional charge

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF FLOYD "BUD" CLARK
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the expiration of term of Floyd "Bud" Clark as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

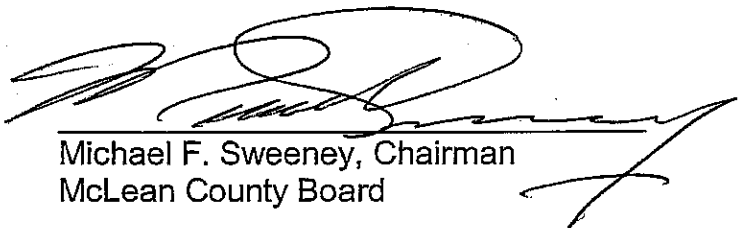
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Floyd "Bud" Clark as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2008 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 Floyd "Bud" Clark, the State's Attorney, the County Clerk, the County Auditor and the County Administrator.

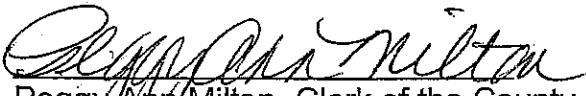
Adopted by the County Board of McLean County, Illinois, this 16th day of May, 2006.

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 REAPPOINTMENT OF JOSEPH R. STEPHENS
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the expiration of term of Joseph R. Stephens as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

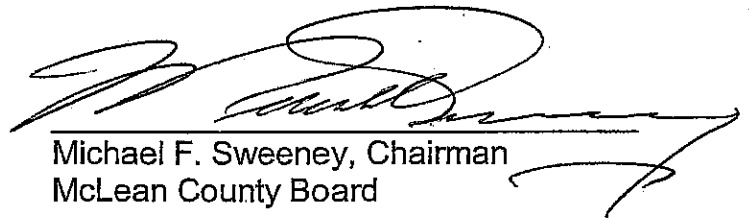
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Joseph R. Stephens as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2008 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 Joseph R. Stephens, the State's Attorneys Office, the County Clerk, the County Auditor and the County Administrator.

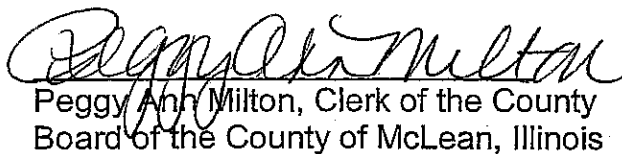
Adopted by the County Board of McLean County, Illinois, this 16th day of May, 2006.

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 RALPH T. WHERRY
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

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

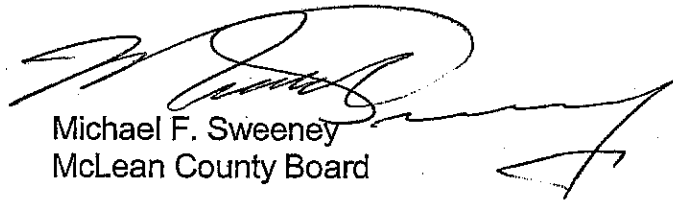
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Ralph T. Wherry as a Trustee of the Carlock 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 appointment to Ralph T. Wherry; William Wetzel, Attorney for the District; the County Clerk; the County Auditor and the Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2006.

APPROVED:


Michael F. Sweeney
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 JOHN GRIEDER
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Merle Holliger as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

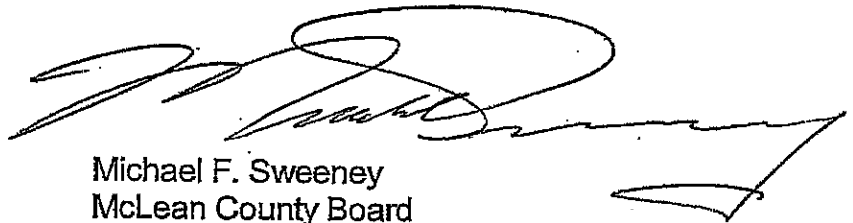
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 John Grieder as a Trustee of the Carlock 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 appointment to John Grieder; William Wetzel, Attorney for the District; the County Clerk; the County Auditor and the Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2006.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


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

Members Gordon/Owens moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Berglund presented the following:

ORDINANCE NO. 0-06-020

AN ORDINANCE providing for the amendment of the 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 to include certain contiguous property not currently within the boundaries of said enterprise zone.

* * *

WHEREAS, on December 18, 1984, the County Board (the "*County Board*") of The County of McLean, Illinois (the "*County*"), pursuant to the Illinois Enterprise Zone Act, as amended (the "*Act*"), did adopt an ordinance describing and designating an area located partially within the City of Bloomington (the "*City*"), the Town of Normal (the "*Town*") and the County as an enterprise zone (including as later supplemented and amended, the "*Ordinance*"); and

WHEREAS, the area described and designated by the Ordinance, including as supplemented and amended by the Ordinance, has been certified by the Department of Commerce and Community Affairs, or its successors (the "*Department*"), as the Bloomington, Normal and McLean County Enterprise Zone, in accordance with the Act (the "*Enterprise Zone*"); and

WHEREAS, the County Board has previously amended and supplemented the Ordinance and the Enterprise Zone, and approval of such amendment was made by the Department by certification of the Ordinance and Enterprise Zone as so amended and supplemented; and

WHEREAS, the County Board now finds it necessary and desirable to further amend the Ordinance and the Enterprise Zone to include certain contiguous property not currently within the boundaries of the Enterprise Zone, pursuant to and in accordance with the provisions of the Act; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Chief Executive Officer of the Economic Development Council of the Bloomington-Normal Area (the

"EDC"), on the 21st day of April, 2006, executed an Order calling a public hearing (the "Hearing") for the 28th day of April, 2006, concerning the intent of the County Board to further amend the Enterprise Zone to include certain contiguous property not currently within the boundaries of the Enterprise Zone; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than five (5) nor more than twenty (20) days before the date of the Hearing in the *Pantagraph*, the same being a newspaper of general circulation in the Enterprise Zone; and

WHEREAS, the Hearing was held on the 28th day of April, 2006, and at the Hearing, the Chief Executive Officer of the EDC explained the reasons for the proposed amendment to the Ordinance and the Enterprise Zone and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 28th day of April, 2006; and

WHEREAS, the County Board does hereby find (i) the Enterprise Zone is a joint effort of the City, the Town and the County, (ii) the certification of the Enterprise Zone by the Department has been in effect for at least one year, and (iii) the total area of the Enterprise Zone, including the addition of certain contiguous property not currently within the boundaries of the Enterprise zone as described more fully herein, does not comprise less than one-half square mile and not more than thirteen square miles in total area exclusive of lakes and waterways:

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. That all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 2. That the area described and depicted in Appendix "A" of the Ordinance and incorporated by reference in Section One of the Ordinance shall be, and the same is, hereby

further amended to include within the boundaries of the Enterprise Zone the following contiguous property:

Tract 1:

Lot 1 and Outlot A in Kalamaya Subdivision Third Addition to the City of Bloomington, McLean County, Illinois, per plat recorded May 29, 1998 as Document No. 98-18176 in the McLean County Recorder's Office, containing 10.81 acres, more or less.

Tract 2:

Part of the North 133.00 feet of Lot 1 of Kalamaya Subdivision First Addition recorded as Document No. 94-24439 in the McLean County Recorder's Office described as follows:

Beginning at the Northeast Corner of said Lot 1 of Kalamaya Subdivision First Addition; thence southerly along the East Line of said Lot 1 and the West Right-of-Way Line of Dr. Martin Luther King Jr. Drive along a curve convex to the west, with an initial tangent bearing south 33°-28'-44" west and a radius of 693.00 feet, a distance of 149.94 feet; thence west 492.83 feet; thence north 133.00 feet to the North Line of said Lot 1 of Kalamaya Subdivision First Addition; thence east along the North Line of said Lot 1, 561.42 feet to the Point of Beginning, containing 69,704, 1.6000 acres, more or less, all situated in the City of Bloomington, McLean County, Illinois.

Tract 3:

A strip of land 3 feet in width lying east of and adjacent to the West Right-of-Way Line of Dr. Martin Luther King Jr. Drive in the City of Bloomington, McLean County, Illinois. Said strip is bounded on the north by the Southwesterly Right-of-Way Line of the Norfolk and Southern Railroad and on the south by the North Right-of-Way Line of Market Street in the City of Bloomington, said North Right-of-Way Line being the North Line of the existing Enterprise Zone.

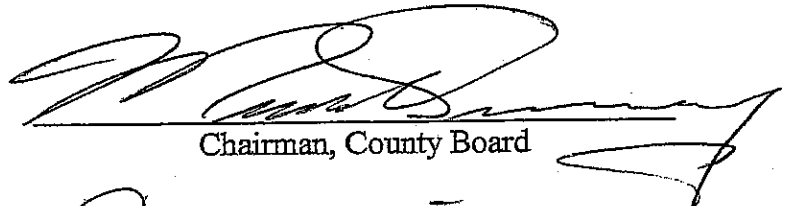
Section 3. That the Ordinance, as previously supplemented and amended, shall remain in full force and effect unless and until the Department approves the proposed amendment to the

Ordinance and Enterprise Zone in this ordinance and the Department issues an amended certificate for the Enterprise Zone pursuant to the Act.

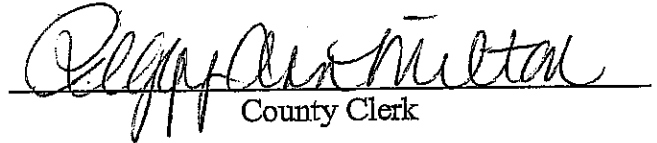
Section 4. That the Enterprise Zone Administrator is hereby authorized and directed to cause an application to be made to the State of Illinois pursuant to the Act.

Section 5. That if any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Adopted May 16, 2006.



Chairman, County Board



County Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN:)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois (the "County"), and as such official am the keeper of the records and files of the County Board of the County (the "County Board").

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the County Board held on the 16th day of May, 2006, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the amendment of the 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 to include certain contiguous property not currently within the boundaries of the enterprise zone.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

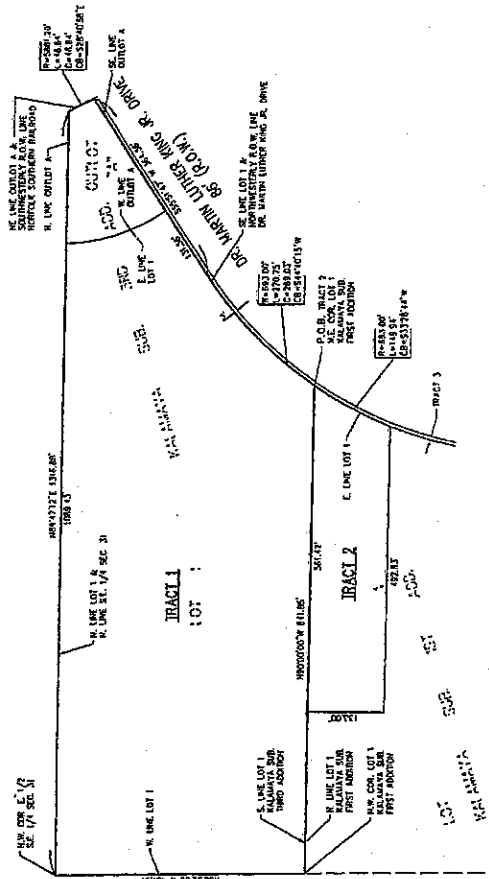
I do further certify that the deliberations of the County Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Counties Code, as amended, and the Illinois Enterprise Zone Act, as amended, and that the County Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the County Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said County, this 16th day of May, 2006.



County Clerk

(SEAL)

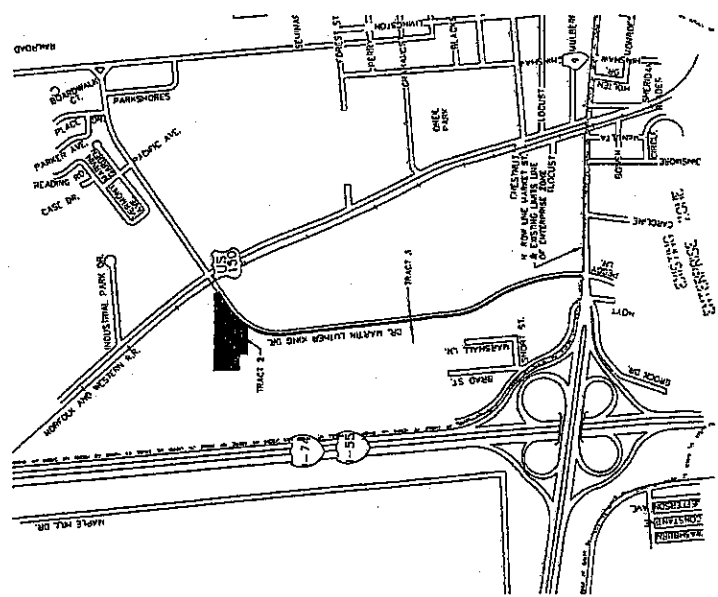


This is a plat of property to be included in the Normaltown, Normal and Westview County Enterprise Zone. Said property is depicted as follows:

Tract 1 is a strip of property to be included in the Normaltown, Normal and Westview County Enterprise Zone. Said property is depicted as follows:

Tract 2 is a strip of property to be included in the Normaltown, Normal and Westview County Enterprise Zone. Said property is depicted as follows:

Tract 3 is a strip of property to be included in the Normaltown, Normal and Westview County Enterprise Zone. Said property is depicted as follows:



Fainsworth GROUP
 2700 MAGRAW DRIVE, SUITE 100
 BLOOMINGTON, ILLINOIS 61710
 (312) 346-1000
 WWW.FAINSWORTH.COM

Drawn: [Name] Date: 08-28-02
 Checked: [Name] Date: 08-28-02
 Entered: [Name] Date: 08-28-02
 Plot No: 24-7707



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

To: John Zeunik, County Administrator
From: Marty Vanags, Executive Director
Re: Afni, Inc. Enterprise Zone Expansion
Date: May 4, 2006

The Economic Development Council of the Bloomington Normal Area entered onto discussions with Afni, Inc. several months ago regarding the expansion of the enterprise zone. The request comes from their desire to maintain a large operation at their Martin Luther King Drive facility and take advantage of all opportunities afforded to them through the enterprise zone which is nearby. Currently their other two facilities in the area reside within the boundaries of the enterprise zone. One facility is located on Brock Drive and serves as their corporate headquarters. They also have operations in Normal in the former outlet mall. Both of these current facilities are in the current enterprise zone.

The proposal to add 12.41 square acres to the enterprise zone would not exceed our current restriction of size. The addition of the Afni project would add .019 square miles. We are limited to 13 square miles and even with the recent Horizon Wind Energy addition, we will still be below this threshold by nearly a square mile (.841 sq. mile). At the end of the year, we expect to make a technical correction to the enterprise zone reducing the size after Horizon Wind Energy has placed their windmills and can specifically delineate the boundaries of their project.

Afni is home-grown business with over 1,217 employees in the community. It is one of seven companies with over 1,000 employees in McLean County. They expect to grow and will continue to flourish and retain jobs subject to the ability to reduce costs and be competitive. Providing this expansion is one way we can provide them with a reduced cost basis in the community. Upon approval of the application to expand the enterprise zone, Afni will be eligible to receive tax exemptions for the utility and telecommunications taxes they pay to the State of Illinois. They are not seeking, nor will they request an exemption of local tax abatements or exemptions.

Please call me if you have any questions regarding this matter.

Members Berglund/Owens moved the County Board approve a Request for Approval of an Ordinance providing for the Amendment of the 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 to include certain contiguous Property not currently within the boundaries of said Enterprise Zone. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund presented the following:

AN ORDINANCE OF THE
McLEAN COUNTY BOARD
SETTING SALARIES OF THE MEMBERS
OF THE McLEAN COUNTY BOARD

WHEREAS, 55 ILCS 5/2-3008 enables the County Board to change the basis of payment or amount of compensation of its members by ordinance or resolution; and,

WHEREAS, the County Board shall determine whether the salary paid to its members be on a per diem basis, annual basis, or combined per diem and annual basis; and,

WHEREAS, at the regular meeting of the Executive Committee on Tuesday, May 9, 2006, the Executive Committee recommended that the annual salary of a County Board member, of the Vice Chairman, the Chairman of each of the regular Standing Oversight Committees and the Members of the Executive Committee of the Board, and of the Chairman of the County Board be increased by 2.5% annually; and,

WHEREAS, the Executive Committee further recommended that the proposed salaries of the eligible members of the McLean County Board become effective on the first day of January in the year 2007; and,

WHEREAS, the Executive Committee recommended to the County Board approval of the proposed salaries of the members of the McLean County Board; now, therefore,

BE IT ORDAINED AND ORDERED by the McLean County Board that the compensation of the members of the McLean County Board shall be as follows:

1. That Section 5.05 of the Ordinance Setting Salaries of the Members of the McLean County Board be enacted as follows:

5.05 COMPENSATION: That the members of the McLean County Board, including its Chairman of the Board, its Vice Chairman of the Board, and the Chairman of each of the regular Standing Oversight Committees of the Board shall be compensated on an annual salary basis as follows:

- (1) All members of the County Board, other than the Chairman of the County Board, the Vice Chairman of the County Board, the Chairman of each of the regular Standing Oversight Committees of the County Board, and the at-large Members of the Executive Committee of the County Board, shall receive an annual salary of \$4,100.00, effective January 1, 2007, an annual salary of \$4,203.00 effective January 1, 2008, an annual salary of \$4,308.00 effective January 1, 2009, and an annual salary of \$4,416.00 effective January 1, 2010.
- (2) The Chairman of each of the regular Standing Oversight Committees of the Board, and each at-large Member of the Executive Committee of the County Board, as established by *The Rules of the McLean County Board* as adopted, and the Vice Chairman of the County Board shall receive an annual salary an annual salary of

\$5,125.00, effective January 1, 2007, an annual salary of \$5,253.00 effective January 1, 2008, an annual salary of \$5,384.00 effective January 1, 2009, and an annual salary of \$5,519.00 effective January 1, 2010.

- (3) The Chairman of the County Board shall receive an annual salary of \$8,713.00, effective January 1, 2007, an annual salary of \$8,930.00 effective January 1, 2008, an annual salary of \$9,153.00 effective January 1, 2009, an annual salary of \$9,382.00 effective January 1, 2010.


3. That any and all ordinances and resolutions previously adopted that set the salaries for the aforementioned officials are hereby rescinded to the extent such ordinances and resolutions conflict with this ordinance.

BE IT FURTHER ORDAINED AND ORDERED by the McLean County Board that the County Clerk shall forward a certified copy of this Ordinance to the County Treasurer, County Administrator, and the Civil First Assistant State's Attorney.


ADOPTED by the McLean County Board this 16th day of May, 2006.

ATTEST:

APPROVED:



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



 Michael F. Sweeney, Chairman
 McLean County Board

**McLean County
Elected Officials Salaries 2006-2010**

Office	Term Expires	Salary 2002	% Increase	Salary 2003	% Increase	Salary 2004	% Increase	Salary 2005	% Increase	Salary 2006	% Increase	Salary 2007	% Increase	Salary 2008	% Increase	Salary 2009	% Increase	Salary 2010	% Increase
Sheriff	2010	\$ 66,130	4.00%	\$ 70,855	4.00%	\$ 73,690	4.00%	\$ 76,638	4.00%	\$ 79,703	4.00%	\$ 82,891	4.00%	\$ 86,207	4.00%	\$ 89,655	4.00%	\$ 93,241	4.00%
Treasurer	2010	\$ 83,502	4.00%	\$ 86,042	4.00%	\$ 88,684	4.00%	\$ 91,431	4.00%	\$ 94,289	4.00%	\$ 97,260	4.00%	\$ 100,351	4.00%	\$ 103,565	4.00%	\$ 106,907	4.00%
Clerk	2010	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%	\$ 83,565	4.00%	\$ 86,907	4.00%
Circuit Clerk	2008	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%				
Coroner	2008	\$ 60,245	4.25%	\$ 62,806	4.25%	\$ 65,413	4.15%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%				
Auditor	2008	\$ 60,478	4.00%	\$ 62,897	4.00%	\$ 65,413	4.00%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%				
Recorder	2008	\$ 57,551	7.50%	\$ 61,868	7.50%	\$ 65,413	5.73%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%				

Board Chair	2006-2008	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,713	2.50%	\$ 8,930	2.50%	\$ 9,153	2.50%	\$ 9,382	2.50%
Exec. Commr.	2006-2008	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,125	2.50%	\$ 5,253	2.50%	\$ 5,384	2.50%	\$ 5,519	2.50%
Ed. Member	2006-2008	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,100	2.50%	\$ 4,203	2.50%	\$ 4,308	2.50%	\$ 4,416	2.50%

Members Berglund/Cavallini moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Setting Salaries of the Members of the McLean County Board. Clerk Milton shows all Members present voting in favor of the Motion except Member Owens who voted against. Motion carried.

Member Berglund presented the following:

April 10, 2006

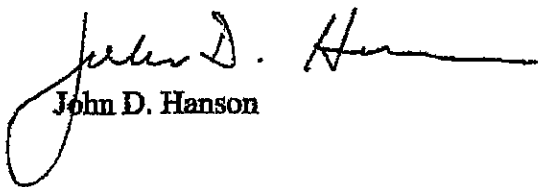
Dr. Robert Nielson
Superintendent of Schools
Bloomington District 87

Dr. Nielson,

I respectfully resign my position with remorse to the Bloomington District 87 School Board effective April 11, 2006. I have accepted and been sworn in to an unexpired term as alderman for Ward 8 in the city of Bloomington.

Dr Nielson, I have had a wonderful experience serving under your leadership. We have had many tough decisions to make from budgetary decisions to building and infrastructure changes. Through your leadership and guidance I feel confident we have made the right choices. It has also been a pleasure and great experience working with the Board, other administrators and teachers in the district. I am proud of District 87 and I will continue as a city councilman to support and encourage continued success for District 87. Again, thanks for your encouragement and great leadership. It has been a wonderful experience.

Sincerely,


John D. Hanson

Members Berglund/Harding moved the County Board approve a Request for Approval of Resignation of Mr. John Hanson from the McLean County Regional Planning Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund presented the following:

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF APPOINTMENT OF JANET L. SMITH
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

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

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


WHEREAS, due to the resignation of John Hanson, of the McLean County Regional Planning Commission, it is advisable to consider an appointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Janet L. Smith to complete a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 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 Janet L. Smith and to the Director of the McLean County Regional Planning Commission, the County Clerk, the County Auditor and the Administrator.

Adopted by the County Board of McLean County, Illinois, this 16th day of May, 2006.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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



BOARD APPOINTMENT APPLICATION/RESUME FORM

Name of Board or District you are being considered for appointment to:

McLean County Regional Planning _____

Have you served on this Board or District before: Yes _____

If yes, for how long? 3 years _____

Name Janet L Smith
First Middle Initial Last

Address: 711 E Bissell St. Bloomington, IL 61701 _____

Telephone: Residence: 828-0191 Business 766-7094

E-mail: janet.smith.idib@statefarm.com or smithj@district87.org

Name of Employer or Business State Farm Mutual Insurance Company _____

Additional Comments: none _____

"As a condition of the appointment I will, at the time of my appointment, or as soon thereafter as possible, file with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

I also understand that the information provided on this application form is a public record and is subject to disclosure under the Illinois Freedom of Information Act.

Date 4/8/00

Signature [Handwritten Signature]

Members Berglund/Owens moved the County Board approve a Request for Approval of Appointment of Ms. Janet Smith to the McLean County Regional Planning Commission to complete a three-year appointment scheduled to expire on December 31, 2006 (replacing Mr. John Hanson). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the General Report was located on pages 47-60.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Ellsworth- \$1000
- City of LeRoy- \$ 1000
- Village of Danvers- \$ 1000
- Village of Colfax- \$ 1000
- City of Lexington- \$ 1000
- Village of Downs- \$ 1000
- Village of Bell Flower- \$ 1000
- Village of Hudson- \$1000

2) Lincoln College for "Recycling Lynx" program- \$844.06

3) Illinois State University Off-campus Community Recycling Station- 50% match up to \$3250

4) McLean County Battery Recycling program administered by the Ecology Action Center- \$6000

WHEREAS, the Land Use and Development Committee, at its regular meeting on May 4, 2006, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee ~~now~~ therefore,

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

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Ellsworth- \$1000
- City of LeRoy- \$ 1000
- Village of Danvers- \$ 1000
- Village of Colfax- \$ 1000
- City of Lexington- \$ 1000
- Village of Downs- \$ 1000
- Village of Bell Flower- \$ 1000
- Village of Hudson- \$1000

2) Lincoln College for "Recycling Lynx" program- \$844.06

3) Illinois State University Off-campus Community Recycling Station- 50% match up to \$3250


4) McLean County Battery Recycling program administered by the Ecology Action Center- \$6000

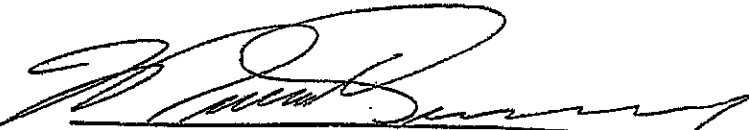
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of May, 2006.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Ahart moved the County Board approve a Request for Approval of a Resolution of the McLean County Board approving the Recommendations of the Solid Waste Technical and Policy Committee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report was found on pages 65-71.

FINANCE COMMITTEE:

Member Berglund, Vice-Chairman, stated the following:

ORDINANCE IMPOSING A TAX UPON THE TRANSFER OF BENEFICIAL INTERESTS IN REAL PROPERTY

WHEREAS, the Land Trust Recordation and Transfer Tax Act (765 ILCS 420 et seq) and 35 ILCS 200/31-5 authorize County Boards to impose a tax on the transfer of beneficial interests in real property; and

WHEREAS, Public Act 93-1099, effective July 1, 2005, clarified certain definitions relating to taxation of transfer of beneficial interests; and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and appropriate to enact an ordinance authorizing the imposition of a tax upon the transfer of beneficial interests in real property; now therefore,

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

McLEAN COUNTY REVISED CODE

CHAPTER 11

Article III

Taxes

11.95 TAX UPON THE PRIVILEGE OF TRANSFERRING BENEFICIAL INTEREST IN REAL PROPERTY

- (A) A tax is imposed upon the privilege of transferring a beneficial interest in real property, as represented by the trust document that is filed for recordation, at the rate of 25 cents for each \$500 of value or fraction thereof stated in the declaration required by Section 3 of the "Real Estate Transfer Tax Act" of the State of Illinois. If, however, the interest is transferred subject to a mortgage, the amount of mortgage remaining outstanding at the time of transfer shall not be included in the basis of computing the tax.
- (B) Such tax shall be collected by the Recorder prior to recording the trust document or registering the beneficial interest in a land trust holding title subject to the tax. All trust documents exempted in Section 31-45 of the "Real Estate Transfer Tax Act" shall also be exempt from any tax imposed pursuant to this section.
- (C) Payment of this tax and the amount paid shall be indicated on each recorded trust document by the Recorder. The Recorder may write or type the information on the trust document or place the information on the trust document with a rubber stamp or other such device. Such information shall be affixed to the trust document by the Recorder either before or after recording as requested by the grantee.

- (D) The tax imposed pursuant to this Ordinance shall be in addition to all other occupation and privilege taxes imposed by the State of Illinois, the County of McLean, or any municipal corporation or political subdivision thereof.
- (E) All words used in this Ordinance shall have the same meaning as the words used in the "Real Estate Transfer Tax Act" of the State of Illinois.
- (F) The tax imposed pursuant to this Ordinance shall be collected on all trust documents transferring a beneficial interest in a land trust holding title to real estate presented for recording on and after April 1, 1986 except that no tax shall be collected on recordation of trust documents executed before, but recorded after January 1, 1986.
- (G) The tax imposed pursuant to this ordinance is due and shall be collected if the transfer is made by one or more related transactions or involves one or more persons or entities regardless of whether a document is recorded.

McLEAN COUNTY REVISED CODE

CHAPTER 19 - TAXATION

CHAPTER 19
TAXATION

19.30 REAL ESTATE TRANSFER TAX

19.31 DEFINITIONS - Or the definition in 35 ILCS 200/31-5 shall apply in this Ordinance.

Recordation - the issuance of certificates of title by Registrars of Title under "An Act concerning land titles," approved 1 May 1897, as amended, pursuant to the filing of deeds for that purpose, as well as the recording of deeds by McLean County Recorder.

Person - any natural individual, firm, partnership, association, joint stock company, joint adventure, public or private corporation, or a receiver, executor, trustee, conservator or other representative appointed by order of any court.

Value - the amount of the full actual consideration for the real property or the beneficial interest in real property including the amount of any lien or liens assumed by the transferee.

19.32 TAX ON THE PRIVILEGE OF TRANSFERRING REAL ESTATE

In addition to the State Real Estate Transfer Tax, a tax is imposed on the privilege of transferring title to real estate, as represented by the deed that is filed for recordation, and on the privilege of transferring a beneficial interest in real property, and on the privilege of transferring a controlling interest in any real estate entity at the rate of 25 cents for each \$500.00 of value or fraction of \$500 stated in the declaration required by Section 31-25. If, however, the deed, trust or transfer document states that the real estate is

transferred subject to a mortgage, the amount of the mortgage remaining outstanding at the time of transfer shall not be included in the basis of computing the tax. The tax imposed pursuant to this ordinance is due and shall be collected if the transfer is made by one or more related transactions or involves one or more persons or entities regardless of whether a document is recorded. 55 ILCS 5/5-1031; 35 ILCS 200/31-10

19.32-1 **Collection.** The tax must be paid at the time of recordation or, if a document is not recorded, at the time of presentation of the transfer declaration to the recorder, as provided in section 31-25 of the Property Tax Code. Such tax shall be collected by the McLean County Recorder or Registrar of Titles through the sale of revenue stamps whose design, denominations and form shall be described by the Department of Revenue.

(A) The revenue stamps shall be purchased or otherwise obtained from the Illinois Department of Revenue by the McLean County Recorder or Registrar of Titles.

(B) The McLean County Recorder or Registrar of Titles may sell the revenue stamps at a rate of 25 cents per \$500.00 of value or fraction thereof.

19.32-2 **Affixing of stamps.** Except as provided in Section 19.34 of this Ordinance, no deed, trust document or transfer document shall be accepted for filing by the McLean County Recorder or Registrar of Titles unless the prescribed revenue stamps in the required amount have been purchased from the McLean County Recorder or Registrar of Titles. Such revenue stamps shall be affixed to the deed or trust document by the McLean County Recorder or the Registrar of Titles either before or after recording as requested by the grantee.

(A) A person using or affixing a revenue stamp shall cancel it and so deface it as to render it unfit for reuse by marking it with his initials and the day, month and year when the affixing occurs.

(B) Such markings shall be made by writing or stamping in indelible ink or by perforating with a machine or punch. However, the revenue stamp shall not be so defaced as to prevent ready determination of its denomination and genuineness.

19.33 FILING OF REAL ESTATE TRANSFER DECLARATION

At such time as the tax levied by this Ordinance is paid, there shall be filed with the McLean County Recorder or Registrar of Titles a fully executed and completed copy of the "Real Estate Transfer Declaration" required by provisions of 35 ILCS 200/31-25.

19.34 EXEMPTIONS

Deeds or trust documents which are exempt under 35 ILCS 200/31-45 are similarly exempt under this Ordinance.

19.35 COLLECTION

All proceeds resulting from the collection of the tax imposed by this Ordinance shall be paid to the County treasury on a weekly basis.

19.36 ADDITIONAL TAX

The tax herein imposed shall be in addition to all other occupation or privilege taxes imposed by the State of Illinois or by any municipal corporation or political subdivision thereof.

19.37 CRIMINAL PENALTIES

Any person who violates this ordinance shall be punished as provided in the Illinois Real Estate Transfer Tax Law. (85 ILCS 200/31-50)

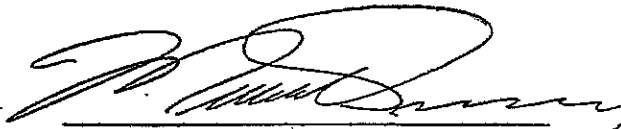
19.38 EFFECTIVE DATE


This Ordinance shall take effect and be in full force upon its adoption. The Ordinance adopted June 12, 1979 and the Ordinance adopted February 18, 1986 imposing a tax upon the privilege of transferring beneficial interests in real property are hereby repealed.

ADOPTED this 16th day of May, 2006.

APPROVED:

ATTEST:


Michael F. Sweeney, Chairman
McLean County Board


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

Members Berglund/Moss moved the County Board approve a Request for Approval of an Ordinance Imposing a Tax upon the Transfer of Beneficial Interest in Real Property – County Recorder. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, stated the following:

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE
MCLEAN COUNTY STATE'S ATTORNEY
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2006 Adopted Budget for the McLean County State's Attorney, the State's Attorney has been authorized to recruit and fill an Assistant State's Attorney III position at the Child Advocacy Center at Grade 12 of the General Salary Classification Schedule; and,

WHEREAS, the State's Attorney has advised the Finance Committee that a candidate with the required qualifications and experience has become available for the vacant position; and,

WHEREAS, this position is dedicated to child abuse and neglect cases, and is expected to become an integral component of the Child Advocacy Center; and

WHEREAS, the Finance Committee, at its regular meeting on May 2, 2006, approved the request of the State's Attorney to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,

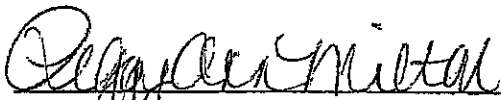
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

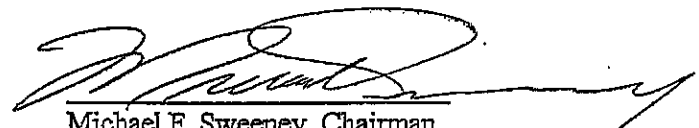
- (1) That the State's Attorney is hereby authorized to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy in order to hire an experienced and qualified person at the Assistant State's Attorney III level.
- (2) That the State's Attorney is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of May, 2006.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/O'Connor moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Authorizing the McLean County State's attorney to Offer a Salary above the starting maximum Salary under the McLean County Personnel Ordinance and Policy – State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, stated the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2006**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 15, 2005 which became effective on January 1, 2006; and,

WHEREAS, the McLean County Clerk in cooperation with the County Administrator's Office has requested that the existing position of Program Administrator - Elections at Grade 8 be replaced with an Office Support Specialist II at Grade 6 and that the existing position of Deputy Clerk at Grade 4 (Lead Position) be replaced with an Office Support Specialist II at Grade 6; and,

WHEREAS, the County Administrator's Office has used the Public Administration Service, Inc. (PAS) Position Appraisal Method to review this request and has determined that the proposed organizational changes in the County Clerk's Office merit the change from a Program Administrator - Elections at Grade 8 to an Office Support Specialist II at Grade 6 and from a Deputy Clerk at Grade 4 (Lead Position) to an Office Support Specialist II at Grade 6; and,

WHEREAS, the Finance Committee, at its meeting on May 2, 2006, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2006 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0005-0006	8	0503.0027 Program Administrator - Elections County Clerk's Office	1.00	(1.00)	0.00
0001-0005-0006	6	0503.0012 Office Support Specialist II County Clerk's Office	0.00	0.63	0.63
0001-0005-0007	4	0503.0023 Deputy Clerk County Clerk's Office	3.00	(1.00)	2.00
0001-0005-0007	6	0503.0012 Office Support Specialist II County Clerk's Office	0.00	0.63	0.63

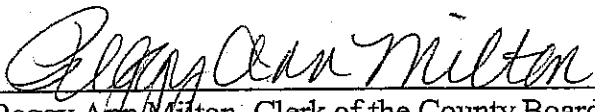
(2)

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois, now meeting in regular session, that the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Clerk, the County Treasurer, and the County Administrator's Office.

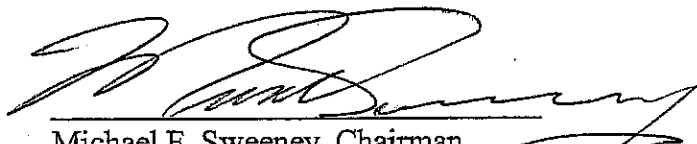
ADOPTED by the McLean County Board this 16th day of May, 2006.

ATTEST:

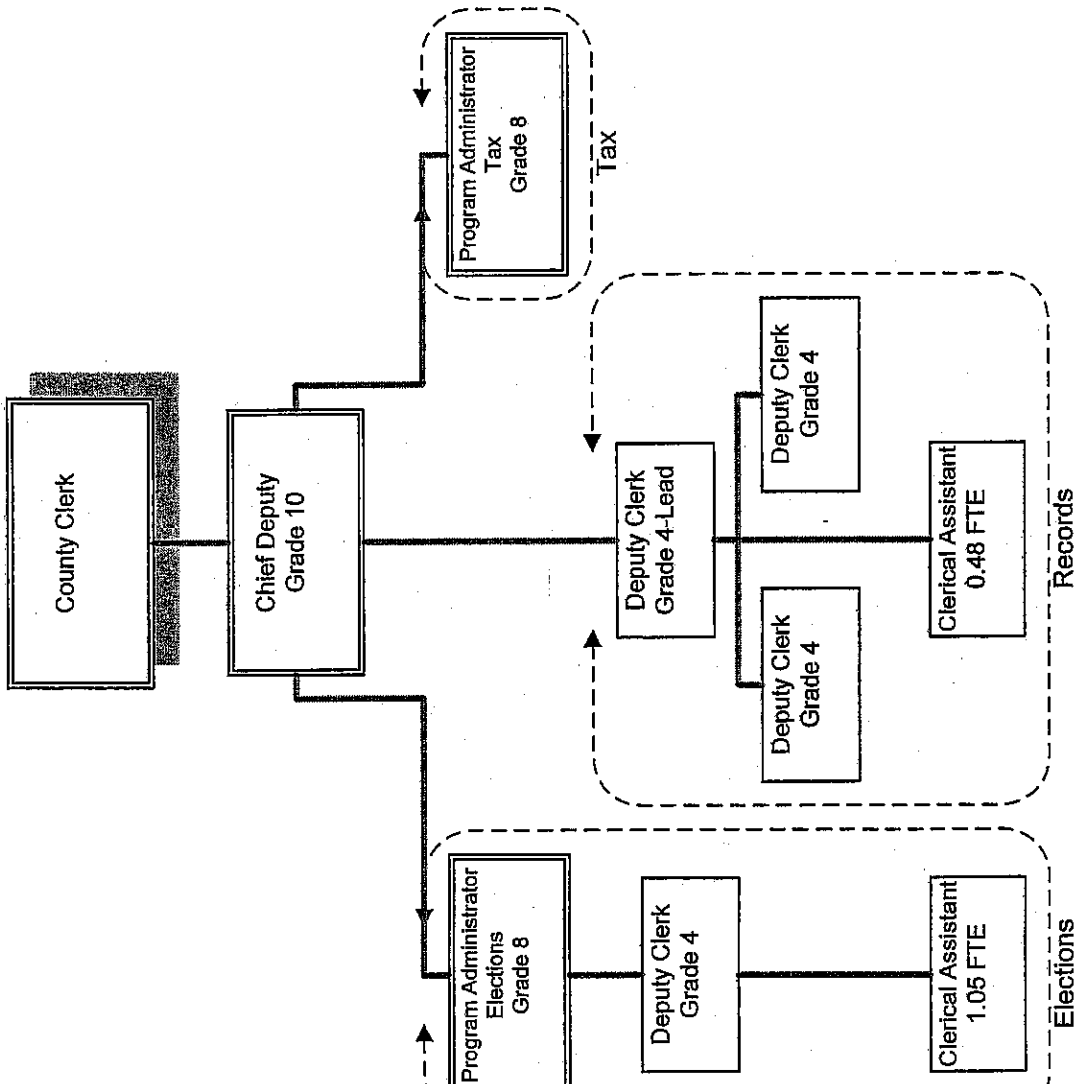
APPROVED:



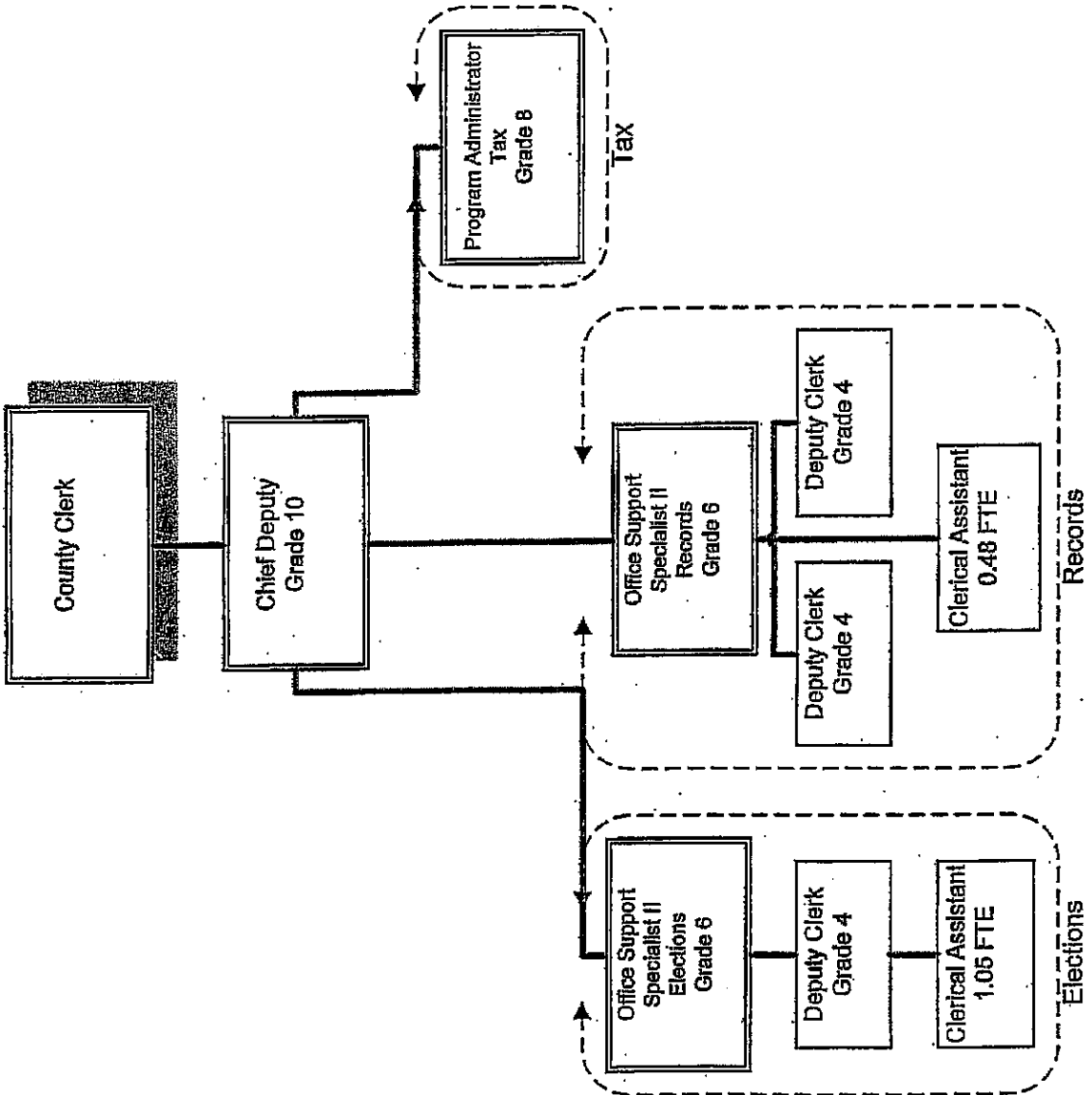
Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board



County Clerk -- CURRENT



Members Berglund/Owens moved the County Board approve a Request for Approval of a Resolution Amending the 2006 Funded Full-Time Equivalent Positions Resolution – Departmental Reorganization in the County Clerk’s Office – County Clerk’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, stated the following:

MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

**RESOLUTION ESTABLISHING THE BUDGET POLICY
FOR FISCAL YEAR 2007**

WHEREAS, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2008-2010, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2007; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County departments for the submission, review and preparation of the Fiscal Year 2007 Budget and the proposed Three Year Budget.

12.21 COUNTY SERVICES

12.21-1 New Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

12.22 REVENUE

12.22-1 Property Tax and Other Revenue

- (A) Real property taxes and all other 2007 revenues shall be sufficient to meet required expenditures for Fiscal Year 2007, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2007, the County Administrator shall make every effort to hold the 2006 County overall property tax rate as close to the 2005 County overall property tax rate as possible.

12.22-2 User Fees and Charges

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2007 Budget.

12.22-3 Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2007 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year 2007, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2008, Fiscal Year 2009, and Fiscal Year 2010 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

12.22-4 Enterprise Fund - Nursing Home

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

(3)

12.23 FUND BALANCES

12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to 10% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and for the annual debt service payment due to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.

(4)

- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department shall provide sufficient funding to pay 100% of the expected claims' cost and/or the premium cost for the County's Employee Health Benefit Plan.

12.24 CONTINGENCY

12.24-1 Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2007 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

12.25-1 Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2007 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

12.25-2 Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital

(5)

equipment items shall be consolidated in a single Countywide bid document:

- (1) Purchase of Furnishings/Office Equipment;
- (2) Lease/Purchase of Office Equipment;
- (3) Purchase of Computer Equipment;
- (4) Lease/Purchase of Computer Equipment;
- (5) Purchase of Computer Software;

- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

12.26-1 Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

12.27 PERSONNEL

12.27-1 Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2007 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

12.27-2 Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.

(6)

- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2007, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on April 19, 2005, shall govern the preparation of the Fiscal Year 2007 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2007 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year 2006, adopted by the County Board on January 17, 2006, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2007 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.

(7)

- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2006 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2007 budget preparation cycle.
- (K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

12.28 COMPLIANCE WITH BUDGET PROCEDURES

- (A) All County departments shall prepare and submit their Fiscal Year 2007 Budget requests in accordance with the Fiscal Year 2007 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2006 budgeted expenditures/revenues less any known non-recurring expenditures.

12.29 FISCAL YEAR 2007 BUDGET ADOPTION

- (A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2007 Budget to the County Board

(8)

for adoption in accordance with the budget calendar.

- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

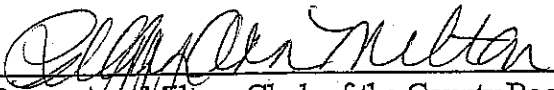
12.30 EFFECTIVE DATE AND REPEAL

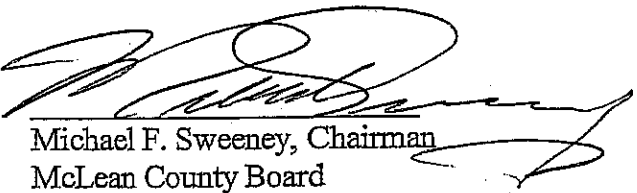
- (A) This resolution shall supersede the Fiscal Year 2006 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2006.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

e:\budget\budget_policy_fy2007.res

SCHEDULE A

CALENDAR FOR PREPARATION OF THE
FISCAL YEAR 2007 BUDGET,
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,
AND RECOMMENDED THREE YEAR BUDGET

MONTH/DATE

ACTIVITY TO BE COMPLETED

May 16, 2006

County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2007

June 2, 2006

Department Head Meeting with Administrator - Distribution of Fiscal Year 2007 Budget Manual of Instructions

June 6-8, 2006

Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.

Departments should review the Fiscal Year 2007 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.

PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.

June 9, 2006

Departments begin entering and revising Fiscal Year 2007 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.

June 30, 2006

New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.

PLEASE NOTE: Department personnel will **NOT** enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by **June 30, 2006**.

(2)

MONTH/DATE

ACTIVITY TO BE COMPLETED

July 7, 2006

Personnel expenses (500 series line-item accounts) will be entered into the computer by July 14, 2006 and transmitted to the departments by July 21, 2006.

Department Narrative Description, Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three Year Budget for Fiscal Year 2008, Fiscal Year 2009, and Fiscal Year 2010 completed and entered into computer.

Five Year Capital Improvement Budget completed and submitted to the Administrator's Office.

July 7, 2006

Budget Data Entry System locked by Information Services. All Fiscal Year 2007 Budget data and Recommended Three Year Budget data should be completed and entered.

July 24, 2006
through
August 18, 2006

County Administrator reviews the departmental budget requests and meets with department heads to discuss their budget requests.

September 8, 2006

County Administrator advises departments of revenue/expenditure status.

(3)

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 19, 2006

Recommended Fiscal Year 2007 Budget presented to the County Board.

September 20, 2006
through
November 9, 2006

Oversight Committees and Executive Committee review the Recommended Budget.

November 14, 2006

Review of Fiscal Year 2007 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 21, 2006

County Board approves and adopts Fiscal Year 2007 Combined Annual Budget and Appropriation Ordinance, 2006 Property Tax Levy Ordinance, and Amendment to the Full-Time Equivalent Positions Resolution for Fiscal Year 2007.

December 29, 2006

Fiscal Year 2007 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

Members Berglund/Cavallini moved the County Board approve a Request for Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2007 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, stated the following:

**AN ORDINANCE OF THE McLEAN COUNTY BOARD
ESTABLISHING THE ANNUAL SALARY
OF THE SHERIFF, COUNTY TREASURER, AND COUNTY CLERK**

WHEREAS, pursuant to 50 *ILCS* 145/2, the McLean County Board must set the annual salary of the Sheriff, County Treasurer, and the County Clerk at least 180 days before the beginning of their terms of office; and

WHEREAS, after a thorough review of those County Officials whose salaries can be fixed by the County Board, the Finance Committee, at its regular meeting on Tuesday, May 2, 2006, recommended to the Executive Committee approval of the following salaries for said County Officials; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, May 9, 2006, recommended approval of the following salaries for said County Officials; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the annual salary for the Sheriff shall be follows:

a)	January 1 - December 31, 2007	\$82,891
	January 1 - December 31, 2008	\$86,207
	January 1 - December 31, 2009	\$89,655
	January 1 - December 31, 2010	\$93,241

2. That the annual salary for the County Treasurer shall be follows:

a)	January 1 - December 31, 2007	\$77,261
	January 1 - December 31, 2008	\$80,351
	January 1 - December 31, 2009	\$83,565
	January 1 - December 31, 2010	\$86,908

3. That the annual salary for the County Clerk shall be follows:

a)	January 1 - December 31, 2007	\$77,261
	January 1 - December 31, 2008	\$80,351
	January 1 - December 31, 2009	\$83,565
	January 1 - December 31, 2010	\$86,908

(2)

For purposes of computing the salaries of the above Elected Officials:

1. The annual salaries stated above shall be divided by 26 to determine the biweekly salary.
2. Regardless of the days actually worked, pay shall be based upon the 10 week days (Monday through Friday) of each biweekly period if a pro-ration of salary is necessitated by election, resignation, death, or any other reason which results in the elected official no longer holding the office to which he/she was elected.

BE IT FURTHER ORDAINED this 16th day of May, 2006, the salaries as set forth above are hereby established for these Elected Officials. Any salary not set shall be as provided by Statute.

BE IT FURTHER ORDAINED that any and all Ordinances previously adopted, which set the salaries for the aforementioned Officials, are hereby rescinded to the extent such Ordinances conflict with this Ordinance. The articles, provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

ADOPTED by the County Board of McLean County, Illinois this 16th day of May, 2006.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

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**McLean County
Elected Officials Salaries 2006-2010**

Office	Term Expires	Salary 2002	% Increase	Salary 2003	% Increase	Salary 2004	% Increase	Salary 2005	% Increase	Salary 2006	% Increase	Salary 2007	% Increase	Salary 2008	% Increase	Salary 2009	% Increase	Salary 2010	% Increase
Sheriff	2010	\$ 98,190	4.00%	\$ 70,855	4.00%	\$ 73,690	4.00%	\$ 76,838	4.00%	\$ 79,703	4.00%	\$ 82,891	4.00%	\$ 86,207	4.00%	\$ 89,655	4.00%	\$ 93,241	4.00%
Treasurer	2010	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%	\$ 83,565	4.00%	\$ 86,907	4.00%
Clerk	2010	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%	\$ 83,565	4.00%	\$ 86,907	4.00%
Circuit Clerk	2008	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%		4.00%		
Coroner	2008	\$ 60,245	4.25%	\$ 62,806	4.25%	\$ 65,413	4.15%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%		4.00%		
Auditor	2008	\$ 60,478	4.00%	\$ 62,897	4.00%	\$ 65,413	4.00%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%		4.00%		
Recorder	2008	\$ 57,551	7.50%	\$ 61,868	7.50%	\$ 65,413	5.73%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%		4.00%		
Board Chair	2006-2008	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,713	2.50%	\$ 8,930	2.50%		2.50%		
Exec. Comm.	2008-2008	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,125	2.50%	\$ 5,253	2.50%		2.50%		
Bd. Member	2006-2008	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,100	2.50%	\$ 4,203	2.50%		2.50%		

Members Berglund/Harding moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Establishing the Annual Salary of the Sheriff, County Treasurer, and County Clerk – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund stated the General Report could be found on pages 98-106.

TRANSPORTATION COMMITTEE:

Member Hoselton, Vice Chairman, presented the following:

**AN EMERGENCY REVENUE AND APPROPRIATION ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2006,
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE
COUNTY HIGHWAY FUND 0120, DEPARTMENT 0055, PROGRAM 0056**

WHEREAS, the McLean County Board, on November 15, 2005 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 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Highway Department 0055, County Highway Fund 0120; and

WHEREAS, the operating budget for the County Highway Department includes reconstruction of the Ellsworth Road, Arrowsmith Road, and Lexington – LeRoy Road per an agreement with High Trail Wind Farm LLC and Old Trail Wind Farm LLC; and

WHEREAS, the Transportation Committee, on Tuesday, May 2, 2006, approved and recommended to the County Board an Emergency Revenue and Appropriation Ordinance in the amount of \$991,464.95 to account for the added expenditures greater than the budgeted appropriation due to the High Trail Wind Farm LLC and Old Trail Wind Farm LLC Road Agreement, and


NOW THEREFORE BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to increase the Revenue line item 0120-0055-0056-0410.0010 of the County Highway Fund 0120 in the amount of \$ 991,464.95, and
2. That the County Auditor is directed to add to the appropriated budget of the County Highway Department 0055, County Highway Fund 120, the following appropriation:


0120-0055-0056-0810.0001	\$991,464.95
--------------------------	--------------
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Engineer of the County Highway Department.

ADOPTED by the County Board of McLean County this 16th day of May 2006.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Hoselton/Dean moved the County Board approve a Request for Approval of an Emergency Revenue and Appropriation Ordinance Amending the McLean County Fiscal Year 2006, Combined Annual Appropriation and Budget Ordinance, County Highway Fund 0120, Department 0055 – Wind Farm. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated the General Report was on pages 108-113.

PROPERTY COMMITTEE:

Member Bostic, Chairman stated the Property Committee had no Items for Action and their General Report was located on pages 114-118.

JUSTICE COMMITTEE:
Member Nuckolls, Vice-Chairman, presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Juvenile Detention Center	<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority/ Juvenile Crime Enforcement Coalition	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: July 1, 2006 End: June 30, 2007
<u>Grant Title:</u> Performance Based Standards		
<u>Grant Total Amount (including match):</u> \$ 4,999	<u>Grant Funding Method:</u> <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input checked="" type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u> July 2006	
<u>Match Amount (if applicable):</u> Required Match: \$ 499 Overmatch: \$	<u>Source of Matching Funds (if applicable):</u> McLean County Juvenile Detention Center Budget	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th style="width: 70%;">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>\$</td> </tr> <tr> <td>Other</td> <td>\$ 4999</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 4999</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$ 4999	Total Additional Expenses	\$	GRANT TOTAL	\$ 4999	<u>Description of equipment to be purchased:</u> n/a
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
Fringe Benefit Cost	\$																								
Total Personnel Cost	\$																								
Additional Expenses																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$ 4999																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$ 4999																								
	<u>Description of subcontracting costs:</u> n/a																								
	<u>Other requirements or obligations:</u> To participate in the Performance based standards project																								

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

4-27-06
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 *RKC*
CC: Chief Judge Elizabeth A. Robb
Date: 4/24/2006
Re: Performance Based Standards Grant

In 1995 the McLean County Juvenile Detention Center became one of seven pilot sites for the performance-based standards federal initiative. This initiative was launched to help detention centers improve the safety, programming and conditions of confinements of their facilities. Over the past 10 years the detention center has diligently collected and reported data, cooperated with their assigned consultant and also benefited from the facility improvement plans. We received federal grants (training and one time educational equipment grants) over the past 10 years due to our participation in this process.

We were recently informed there would be an annual fee of \$4999.00 per year to continue our participation in this process.

Mr. Goldberg informed members of the Juvenile Justice Commission, that McLean County was in the middle of their budget for 2006 and this was an unbudgeted expense and therefore we would not be able to continue with this process. The Commission believed McLean County would continue to benefit in this process, and also the information collected from our center would benefit other centers across the nation, so they recommended we apply for a grant to pay for this fee.

The grant would be funded through the Illinois Criminal Justice Information Authority/Juvenile Crime Enforcement Coalition. There is a 10% cash match for this grant, which would be funded through existing funds in the detention center's budget.

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

Thank you for your consideration in this matter.

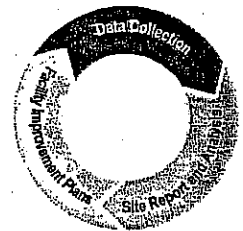


170 Forbes Rd. Suite 106, Braintree, MA 02184
(781) 843-2663 Fax: (781) 843-1688
Email: help@pbstandards.org
www.pbstandards.org

Fact Sheet

PbS stands for the Performance-based Standards for Youth Correction and Detention Facilities program, a major federal initiative launched in 1995 to improve the safety, programming and conditions of confinement in juvenile facilities. The program provides national standards, performance measures and tools to guide facility operations. (www.pbstandards.org)

- PbS was developed and is directed by the Council of Juvenile Correctional Administrators (CJCA), a non-profit organization of juvenile agency chief executive officers dedicated to improving youth correction services, practices and programs to help youths succeed when they return to the community. (www.cjca.net)
- PbS is a three-part cycle of activities to improve practices and services:
 - Data Collection – Information is collected from facility records, incident reports and interviews with staff and youths and entered online through the PbS website.
 - Site Report and Analysis – The results are reported back to facilities as easy-to-read PbS Site Reports and include more than 100 outcome measures indicating performance meeting national standards. The measures include rates of injuries, academic achievement, use of isolation and restraints, medical and mental health services, legal rights, reintegration activities and programming services.
 - Facility Improvement Plans – Facility staff are trained and guided along specific steps to identify outcomes to improve, the plan to make the improvements and monitoring the implementation activities. The impact and effectiveness is measured by subsequent data collections.
- PbS is a winner of the 2004 Innovations in American Government Award from the Ash Institute for Democratic Governance and Innovation at the John F. Kennedy School of Government at Harvard University given each year to five programs that creatively and effectively address a significant public sector problem. (www.ashinstitute.harvard.edu)





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Mission:

To improve the conditions of confinement for youths in correctional facilities across the country so that during the youths' incarceration, they have individualized opportunities to learn and grow that will increase their chances for success when they return to the community.

Overview:

PbS (Performance-based Standards for Youth Correction and Detention Facilities) is a tool for self-improvement and accountability for the basics of facility operations - safety, order, security, programming - that is grounded in national standards and provides performance outcomes indicating effectiveness.

Components:

- A set of national standards governing operations to ensure facilities are safe, secure and orderly; that they provide appropriate and effective health, mental health and educational services as well as assure the fair and just treatment of youths and staff.
- More than 100 outcome measures reported twice a year that reflect the performance of a facility in relation to the standards. Outcomes include critical indicators of operations such as rates of injuries to youths, suicidal behavior and attempts, use of restraints and isolation, change in educational testing scores, provision of health and mental health screening, assessment and treatment services.
- Data analysis reports and protocols that guide facility and agency staff as they review the outcome measures and assist in the targeting of areas for improvement. Reports include comparisons of each individual facility's score to an average of all participating facilities as well as to itself over time. The PbS Facility Improvement Plan (FIP) document guides implementation of changes and monitoring of activities to demonstrate effectiveness.
- On-site and telephone and email consultation by a designated PbS consultant to assist with the implementing of PbS' continuous improvement cycle, including a site visit every 12 - 18 months to help integrate PbS into daily operations.
- Web-based technology to enter data, receive reports as well as access to numerous on-line resources.
- Full-time technical assistance by phone and email from CJCA staff and regular trainings via distance learning conferences.

Benefits:

- PbS is a winner of the 2004 Innovations In American Government Award as a government program that validates its effectiveness in improving the quality of life in juvenile facilities and its uniqueness as a government program demonstrating accountability and creativity.
- PbS provides agency directors and managers with tool to monitor operations, identify problems and recognize success. Seeing positive results for the work done inside a correctional facility motivates staff and builds momentum for continuous improvement practices.
- PbS provides a picture of what goes on while a youth is incarcerated: the safety, order, security with the building; the availability and effectiveness of programming, health and mental health services; and the perception of youths and staff of the overall climate within the facility.



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Background Information

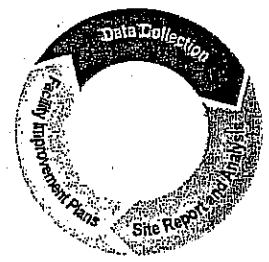
"PbS is the catalyst to improve juvenile corrections and help agencies focus on better conditions and services for youths. It is the best thing that's happened in the field of youth corrections since the first training school open more than 100 years ago."
- Project Director Edward J. Loughran, former commissioner of the Massachusetts Department of Youth Services

History of PbS

In 1994 the Office of Juvenile Justice and Delinquency Prevention (OJJDP) of the Office of Justice Programs, US Department of Justice, released a report that documented dismal conditions in the facilities housing juvenile delinquents across the country. The Congressionally-mandated study found that in 1,000 facilities operating at that time, there were "substantial and widespread deficiencies" in living space, security, control of suicidal behavior and health care. The facilities were overcrowded, youths and staff were suffering high rates of injuries, suicidal behavior was frequent and health and mental health care was inadequate. The report entitled: Conditions of Confinement Study (COC) 1994 also found that the conditions were no better in facilities that met correctional accreditation standards. Joining businesses and government in the movement toward performance measurement, OJJDP called for the development, field testing and implementation of national performance-based standards and a new way of doing business for juvenile corrections. OJJDP selected the Council of Juvenile Correctional Administrators (CJCA), the national organization of juvenile agency directors, to develop and direct a project to address the problems cited in the COC report. The project, Performance-based Standards (PbS) for Youth Correction and Detention Facilities, began in 1995.

About PbS

The PbS mission is to improve the conditions of confinement in youth facilities through data and management and review so youths receive care and services that will help them succeed when they return to the community. PbS is a self-improvement and accountability tool available to all long-term correction and short-term detention facilities. PbS sets national standards for the safety, education, health/mental health services, security, justice and order within facilities and gives agencies the tools to collect data, analyze the results, design improvements, implement change then measure effectiveness with subsequent data collections. PbS asks facilities to report data twice a year, which generates up to 106 outcomes that reflect critical indicators such as injuries, suicidal behavior, assaults, time in isolation, average duration of isolation or confinement, percentages of youths receiving suicide and mental health screenings, changes in academic achievement from admission to release and percentages of youths completing educational, life skills and behavior management curriculum. The results are reported back in easy-to-read bar graph reports that vividly depict each individual facility's outcomes compared to earlier results as well as to the field average. The data is used by managers and directors to identify and implement improvements, which are measured in later data collections.



The Standards and Outcomes

PbS addresses seven areas critical to the success of a juvenile justice facility meeting its dual mission of providing public safety and rehabilitating youths. Each area is listed below with the national goal established by PbS and the outcomes developed to indicate and monitor a facility's performance. In addition to goals and outcome measures, CJCA developed a framework for facilities that identifies practices and processes that can contribute to performance for each outcome measure. Please go to www.pbstandards.org Resource section to obtain a copy of "The Standards," a complete list of all the PbS goals, standards, outcomes measures, expected practices and processes.

SAFETY

Goal: To engage in management practices that promote the safety and well-being of staff and youths.

Outcome measures:

- Number of injuries to youths;
- Number of injuries to youths by other youths;
- Incidents of suicidal behavior with and without injury by youths;
- Percent of youths and staff reporting that they fear for their safety.

ORDER

Goal: To establish clear expectations of behavior and an accompanying system of accountability for youths and staff that promote mutual respect, self discipline and order.

Outcome measures:

- Incidents of youth misconduct;
- Use of physical restraint;
- Use of mechanical restraint;
- Use of isolation or room confinement and;
- Average duration of isolation or room confinement.

SECURITY

Goal: To protect public safety and to promote a safe environment for youths and staff, an essential condition for learning and treatment to be effective.

Outcome measures:

- Incidents involving contraband (weapons, drugs, other); lost keys and tools.

HEALTH/MENTAL HEALTH

Goal: To identify and effectively respond to youths' health, mental health and related behavioral problems throughout the course of confinement through the use of professionally-appropriate diagnostic, treatment and prevention protocols.

Outcome measures:

- Percent of youths who had health, mental health and suicide screenings completed within a time frame considered critical by national experts;
- Percent of youths who had various assessments completed within a time frame considered critical by national experts
- Percents of youths who received the health and mental health treatment that was prescribed in their individual treatment plans.

PROGRAMMING

Goal: To provide meaningful opportunities and services for youths to improve their education and vocational competence, to effectively address underlying behavioral problems and to prepare them for responsible lives in the community.

Outcome measures:

- Percent of youths confined for over six months whose reading and math scores improved between admission and discharge;
- Percent of non-English speaking youths who have treatment plans written in the appropriate language;.
- Percent of youths who have had in person contact with a parent or guardian;
- Percent of youths who reported policies governing telephone calls are implemented consistently.

JUSTICE

Goal: To operate the facility in a manner consistent with principles of fairness and that provide the means of ensuring and protecting each youth and family's legal rights.

Outcome measures:

- Percent of interviewed youths who report understanding of the facility rules and their legal rights;
- Percent of youths who say they understand their facility's level system;
- Percents of youths and staff that reported filing a grievance and indicate that their grievance was addressed.

REINTEGRATION (Long-term commitment facilities only)

Goal: To prepare youths for successful reintegration into the community while they reside at the facility through:

- Individualized planning from the perspective of family and community;
- Programming and activities that prepare them for transition and continue, when appropriate, after the youth leaves the facility; and
- Linkages and activities between facility and aftercare case manager with outside service providers or key community agencies.

Outcome measures:

- Percent of youths confined for more than 60 days who have finalized and concrete written aftercare treatment plans within 30 days of release from the facility;
- Percent of youths who have had contact with the person responsible for their supervision upon release while they were incarcerated;
- Percent of youths whose home has been assessed to determine suitability for future placement.

To Join PbS

New facilities may join PbS through the PbS Learning Institute, a non-profit organization created to expand and sustain PbS. Applications are available on the PbS website and are considered twice a year for inclusion. Once accepted, new participant begin a 12-month Candidacy program that includes intensive training and support to learn and master the basics of PbS data collection, site report analysis and facility improvement planning.

CJCAE  **Illinois-based Standards**
The PbS Learning Institute is a nonprofit operation of the
Council of Juvenile Correctional Administrators

Members Nuckolls/O'Connor moved the County Board approve a Request for Approval to Accept a Grant from the Illinois Criminal Justice Information Authority/Juvenile Crime Enforcement Coalition – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls, Vice-Chairman, presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> <i>State's Attorney's Office</i>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> <i>Department of Healthcare and Family Services</i>	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> <i>\$ 308,561.00</i>	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$	<u>Source of Matching Funds (if applicable):</u>

Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
--	---	--	--

<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:


 Department Head Signature

4-24-06
 Date

Grant Administrator Signature (if different)

Date

STATE OF ILLINOIS

FIRST RENEWAL AND AMENDMENT
OF THE INTERGOVERNMENT AGREEMENT

between the
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
and
MCLEAN COUNTY STATE'S ATTORNEY
Intergovernmental Agreement No. 2006-55-013-Kj2

WHEREAS, the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County State's Attorney, ("County") located at 104 West Front Street, Bloomington, Illinois 61701, entered into an Intergovernmental Agreement 2006-55-013-Kj for the period of July 1, 2005 through June 30, 2006; and

WHEREAS, pursuant to Part V.B.2 (Renewals), the Agreement may be renewed for additional periods by each party furnishing written notification of such intent; and

WHEREAS, pursuant to Part V.F.2 (Amendments) of the Agreement, the Agreement may be amended or modified by the mutual consent of the parties at any time during its term;

NOW THEREFORE, the Intergovernmental Agreement is renewed for the period of July 1, 2006 through June 30, 2007 as the first renewal of this Intergovernmental Agreement and is amended as follows:

1. By replacing all references to the "Illinois Department of Public Aid" or "DPA" with "Department of Healthcare and Family Services" or "HFS", respectively;
2. By replacing Appendix B, Part 1 of 2 with the attached Appendix B, Part 1 of 2.

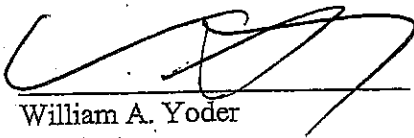
All other terms and conditions shall remain in full force and effect. The effective date of this Renewal and Amendment is July 1, 2006.

In Witness Whereof, the parties have hereunto caused this Renewal and Amendment to be executed by their duly authorized representatives:

Illinois Department of Healthcare
And Family Services

McLean County, Illinois

By: _____
Barry S. Maram
Director

By: 
William A. Yoder
State's Attorney

Date: _____

Date: _____

APPROVED:

By: _____
Lisa Madigan
Illinois Attorney General

By: _____
Michael Sweeney
President, McLean County Board

Date: _____

Date: _____

APPENDIX B Part 1 of 2
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
IV-D CHILD SUPPORT ENFORCEMENT DIVISION
JULY 1, 2006 THROUGH JUNE 30, 2007
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY07 Budget
Personnel Services	
Salaried/Regular Employees	\$201,000
<i>(See attached list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$47,622
SUBTOTAL	\$248,622
 Non - Personnel Services	
Telephone	\$4,120
Copies	\$2,500
Postage	\$100
Equipment	\$500
Office Supplies	\$2,000
Rent	\$19,600
Insurance	\$5,000
Dues & Memberships	\$1,100
Conferences	\$1,469
Notary Bonds	\$50
Witness Fees	\$200
Transcripts	\$100
Office Furnishings	\$100
Computer Hardware	\$500
Computer Software	\$500
Travel	\$1,000
Services of Process Fees	\$1,000
SUBTOTAL	\$39,839
PERSONNEL SERVICES SUBTOTAL	\$248,622
NON-PERSONNEL SERVICES SUBTOTAL	\$39,839
TOTAL DIRECT COSTS	\$288,461
INDIRECT COST (10% of Salaries)	\$20,100
GRAND TOTAL	\$308,561

Members Nuckolls/Ahart moved the County Board approve a Request for Approval of the First Renewal and Amendment of the Intergovernmental Agreement between the Department of Healthcare and Family Services and the McLean County State's Attorney – Intergovernmental Agreement #2006-55-013-KJ2 – IV-D Child Support Enforcement Program – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls stated the General Report was located on pages 129-138.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated that the Administrator's office is pleased to welcome interns from Illinois State University and Illinois Wesleyan.

OTHER BUSINESS AND COMMUNICATION:

Chairman Sweeney stated that the Liquor Control Commission would be meeting after the Board meeting. Member Gordon stated that it had been noted, with attention being paid to the Committee structure of the County Board, that Committees do not have a 100% lock on forwarding recommendations or forwarding matters to the County Board. He stated that proposals could be sent to the Board with positive recommendations, as most were, with negative recommendations, or with no recommendations. Member Gordon said that he hoped that clarified what he thought had been a bit of unintentional information, which made it appear as though the Committees were roadblocks like the US House and the US Senate, where Committees could in fact stop a bill. He continued to say that, for the most part, Committee recommendations were sent forward with favorable recommendation but it wasn't dependent on a favorable recommendation for something to go to the whole Board. Member Gordon stated that he wanted to be sure that they were all aware of that and that it was on the record so that it was clear. He continued to say that there was no great pressure to change things, but it didn't hurt to have matters called to their attention so that they could calmly and reasonably step back and look at them. He said he thought that was what the League was asking for. Member Gordon indicated that, in terms of the discussion about the Committees' power, he wanted to be sure that it was on the record that the Committees were not an absolute roadblock and if they had a 3-3 tie vote, as Transportation Committee did, the matter could be sent forward with a negative recommendation for the information of the Board and its due consideration. Member Owens stated that the article always talked about the Transportation Committee's 3-3 vote. He said that he recalled a few months ago, that the Justice Committee had a related item where the vote was tied 3-3 but then it went forward to the Executive Committee with no recommendation. He asked if that was correct. Mr. Zeunik stated that, as Member Gordon indicated, Committees could forward an item to the Board without a recommendation. He said that generally speaking the way the Committee system was set up, Committees make recommendations to the Board and the Board acts on those recommendation. Mr. Zeunik continued to say

that there have been instances in the past where an issue had come before a Committee and that Committee, in considering that issue, had decided that it was an issue that required the debate of all 20 County Board Members. In fact, the Committee hadn't even necessarily taken a vote either to recommend or not to recommend. The Committee had simply voted to send the matter on to the full Board. Mr. Zeunik stated there were the two times the Board considered the question of whether or not a referendum on tax caps should be placed on the ballot. Both times the Finance Committee, after numerous meetings, decided that that should go directly to the Board and all 20 Members should debate that issue and all 20 Members should have a say as to whether or not that should move forward. He continued that a motion can die in Committee. In fact, if it is defeated in Committee or if there is a tie, the item can stay in Committee. He said it would basically reside in the Committee unless a Committee Member moved to forward that on to the Board without a recommendation or to forward it on with a negative recommendation. Mr. Zeunik said that those are the actions available to any Committee of the Board and certainly any Board Member that wanted to bring an issue to the Board. They have that ability, even with the Adam's County decision that says the items have to be on the Agenda in order to be acted on. It may not be considered that month because it may not be on the Agenda for consideration but they certainly could bring something up and request that it be considered at the next Board meeting. Chairman Sweeney asked if anyone had any questions. Member Segobiano stated that he didn't know if they were adding fuel to the fire and they certainly don't have the barrels of ink necessary to counter the local news media but Mr. Zeunik said exactly what he was going to say. He stated that he thought they all knew what they could do with Committee action and that they had the opportunity to bring it to the floor of the Board. He said he had been on the Board for 32 years and nothing died if an elected Member of that body wanted to bring it to the floor, with the exception of the new rule that came in about it having to be on the agenda. Chairman Sweeney asked if there was any other discussion. There was none.

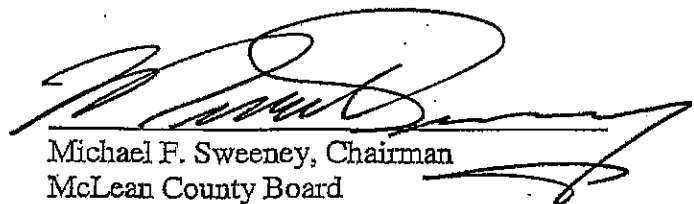
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

May 16, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$30,045.00	\$369,586.61	\$399,631.61
Finance		\$944,933.48	\$944,933.48
Human Services		\$463,536.49	\$463,536.49
Justice	\$1,059.53	\$2,087,322.88	\$2,088,382.41
Land Use	\$290.80	\$26,403.28	\$26,694.08
Property	\$5,335.55	\$352,038.36	\$357,373.91
Transportation		\$885,281.76	\$885,281.76
Health Board		\$579,554.68	\$579,554.68
T.B. Clinic		\$32,368.42	\$32,368.42
Disability Board		\$47,889.14	\$47,889.14
Total	\$36,730.88	\$5,788,915.10	\$5,825,645.98



Michael F. Sweeney, Chairman
McLean County Board

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

Members Gordon/Ahart moved for adjournment until Tuesday, June 20, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:25 a.m.

Michael Sweeney
County Board Chairman




Peggy Ann 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 16th day of May, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of June, 2006.



Peggy Ann Milton
McLean County Clerk