

Proceedings
of the
County Board
of
McLean County,
Illinois

October 20, 2009

*Subject to approval at
November 17, 2009
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (October 20, 2009)	1
Appearance by Members of the Public – Jill Henriksen	2-3
Consent Agenda	4-86
Highway Department	6-7
Building and Zoning	8-11
Executive Committee.....	12-20
Property Committee	21-82
Finance Committee.....	83-84
Land Use and Development Committee.....	85
Reappointment.....	86
Executive Committee	87
Finance Committee	88-92
Request Approval – Amending 2009 Budget – Fund 0107 – Health Department	88-89
Request Approval – Execute Deed – Mark Sakowicz.....	90
Request Approval – Execute Deed – Eleanor L. Koertge.....	91-92
Justice Committee	93-142
Request Approval – 2010 Holiday Mobilization Plus Grant Renewal – Sheriff’s Dept.....	93-98
Request Approval – Renew a Domestic Violence Multi-Disciplinary Team Response Grant.....	99-142
Land Use and Development Committee	143
Property Committee	143
Transportation Committee	143
Report of the County Administrator	143
Approval of Bills	144
Adjournment	145

October 20, 2009

The McLean County Board met on Tuesday, October 20, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Bette Rackauskas, Erik Rankin, Tari Renner, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Cathy Ahart, John Butler, William Caisley, Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Duane Moss, Robert Nuckolls, Sondra O'Connor, Benjamin Owens, and Matt Sorensen.

The following Member was absent:

Member Diane Bostic.

Chairman Sorensen stated: We have a request from member of the public; we have Jill Henriksen from the U. S. Census Bureau to make a presentation.

Ms. Henriksen stated: I'll introduce myself real quick, my name is Jill Henricksen, I'm with the U.S. Census Bureau. We are getting ready for the upcoming decennial census. I wanted to make a quick presentation to you about some of the things we are planning on doing in McLean County.

The surveys next year, just to give you a heads up, will go out in February and March. They will be mailed out first and to those who do not respond to the mailing, they will actually be followed up with calls and actually we'll send numerators out in the month of March. That gives you a little bit of a timeline and it is right around the corner coming up much faster than it seemed like.

A decennial census is taken every ten years. We started doing it back in 1790 and have done it every ten years since. This is going to be one of the shortest surveys we have ever sent out. It is only about 10 questions long. In the past we have sent them out all the way up to 30 questions. That is the biggest change people will see here as we get ready for the census.

The theme this year is "It's in Our Hands" and the U.S. Constitution, Article 1 of Section 2 mandates that a head count be taken every 10 years. The first census was back in 1790 and every 10 years since. The goal ultimately is to count every person once where they live and that includes all ages, all races, ethnic groups, citizens and even non-citizens.

Many of you are probably asking, why is the census important? It is more than just a population count. The census is important because it determines the number of seats each state has in the House of Representatives, it is used to redraw Federal, State, and Local Legislative Districts, and the annual distribution of over 4 billion dollars in Federal and State funding yearly. Data is used for community planning; it lets us know where to build roads, schools, and hospitals. It is used for Title I Grants to educational agencies. Some other things it is used for that you are familiar with are Head Start Programs, also for directing funds for services for people in poverty. It is also used for women, infants, and children, through WIC food grants, public transportation, rotary rehabilitation and construction. It is also used for programs for the elderly and emergency food and shelter. It is also very helpful in estimating the number displaced by natural disasters. Obviously we had Katrina a number of years ago and that information and having an accurate count is very important.

The Census 2010 questionnaire will be short form only. The long form is now part of the ACS, which is the American Community Survey and goes out on a yearly basis to only a random population. As for the decennial survey, that will go out and only be 10 questions long. It should take only a few minutes and there will be assistance, from the Census Bureau, to help anybody in the area who needs assistance filling it out, not only on the phone but also in person.

Confidentiality wise, answers are protected by law, Title 13 of the U.S. Code Section 9, and are strictly confidential. This is a myth that we constantly have to dispel every ten years. No court of law, not even the President of the United States can access an individual's response. Every census employee also takes a lifetime oath and if we violate that oath, jail time can result in up to five years or \$250,000 fine.

What we are doing is going into communities and asking them to form what are called Complete County Committees, and these are a team of community members appointed by the highest Elected Official of Local Government for the purpose of developing and implementing a Census Awareness Campaign. The ultimate goal is to increase the response rates for residents mailing

back their questionnaire. Ultimately what they do is they have the highest Elected Official appoint a Chairman and the residents of the community serve as part of that committee. The members appointed could include people representing government, education, media, businesses, faith based organizations and community groups. Some of the strategies they come up with are to allocate funds for the Complete County Committee or identify areas of the community that you want to target or what we may call difficult to count. We also use a grass roots approach to doing this awareness campaign. We try to work with the community base organizations that have contact with the residents. We also help to create promotional materials and products customized to your area. Some of the other strategies include creating ways to dispel myths about privacy and confidentiality. We place a lot of census messages on water bills and other property tax bills, just to try to encourage people to and remind them that the census is coming up. We try to place census banners or posters and other high signage signs in highly visible locations for people to see. Sometimes we'll even have communities put the census logo on bus schedules, brochures, news letters, and websites. Some other things that people can do is put information on utility bills, public service announcements. Champaign County is running some promotion on their public access stations to raise awareness. In our smaller towns we are having them put information on marquis and signs around town reminding them that the census is up and coming.

The next step, to move forward, is to sign a proclamation to partner with the United States Census Bureau, which we have decided at this time that we are going to move forward with. I also wanted to let you know too, that on average the Illinois Municipal League says that every resident is worth about \$150 per year in Federal and State funding, so when you are talking about a large percentage of your population not getting counted, that adds up over ten years. We try to really partner with as many of the communities as possible to encourage people to fill out the surveys and return them. Now I am going to turn it back over to the Chairman.

I also wanted to mention that we have agreed to partner, and you guys will be working along, as I understand, with the City of Bloomington and Normal, as one joint committee to help raise awareness.

Chairman Sorensen: For those of you interested, item 6. E. 1) a) in your agenda is the proclamation mentioned. It passed Executive last week and we will bring it to the full Board today.

Consent Agenda:

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

- A. Approval of the Proceedings of the County Board, September 15, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of a Resolution to Set and Post Highway Construction or Maintenance Zone Speed Limit
 - 2) Request Approval Prohibiting Excessive Engine Braking Noise along Towanda Barnes Road – Ft. Jesse Rd. to General Electric Rd.
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application in Case SU-09-11 for a Special Use to Amend and Expand Special Use Case SU-04-25 to allow a Solid Waste Collection/ Processing, Recycling and Mulching Facility in the M-2 General Manufacturing District, on a 9.3 Acre Property which is located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, IL
 - 2) Subdivision Cases:
 - a) Request Approval in case S-09-06 to vacate the East 14 feet of the West 40 foot building setback area of Lot 47 in the First Addition to Terrace Lawn Subdivision which is located in Old Town Township at 9671 Sunrise St., Bloomington, IL
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request for Approval of a Proclamation of the McLean County Board Proclaiming its Full Support of and Participation in Census 2010
 - b) Request Approval of two Contracts (Service Order Agreements) for Internet Service with Comcast
 - 2) Property Committee
 - a) Request Approval of 2010 Lease Agreements
 - (1) Regional Office of Education for McLean/DeWitt/Livingston Counties
 - (2) G.E.D. Adult Literacy Program
 - (3) YWCA of McLean County
 - (4) Veterans Assistance Commission
 - (5) Children's Advocacy Center (CASA)

- 3) Finance Committee
 - a) Request Approval of a Corporate Resolution adding Michelle Anderson to the Commerce Bank Credit Card Account – Auditor’s Office
 - b) Request Approval to Change Polling Place for Precinct, Empire 3 from Water Tower Place to LeRoy Christian Church – County Clerk’s Office
- 4) Land Use and Development Committee
 - a) Request Approval of Proclamation Declaring Wednesday, November 18, 2009 as GIS Day

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

- 1) REAPPOINTMENTS:
PUBLIC BUILDING COMMISSION
Mr. Melvin Schultz
201 Veronica Way
Normal, IL 61761
(Five-year term to expire October 1, 2014)
- 2) APPOINTMENTS:
None
- 3) RESIGNATIONS
McLEAN COUNTY REGIONAL PLANNING COMMISSION
Mr. Don Fernandes
#3 Somerset
Bloomington, IL 61701

McLEAN COUNTY REGIONAL PLANNING COMMISSION
Mr. Bernard E. Anderson
12 Hidden Lake
Bloomington, IL 61704

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY DELEGATING
THE AUTHORITY TO SET AND POST A SPECIAL SPEED LIMIT WHILE
TRAVELING THROUGH HIGHWAY CONSTRUCTION OR MAINTENANCE ZONES


WHEREAS, 625 ILCS 5/11-605.2 allows the County Board of McLean County, Illinois, to delegate to its County Engineer the authority to set and post a reduced speed limit for construction or maintenance zones on county highways; and,

WHEREAS, because of safety concerns for the traveling public, the construction workers and county personnel, reduced speed limits within a construction or maintenance zone may be needed; and,

WHEREAS, the McLean County Engineer should evaluate each construction or maintenance project to determine if a reduced speed limit for that construction or maintenance zone should be established.

THEREFORE, BE IT RESOLVED that the McLean County Engineer is hereby authorized to set and post a reduced speed limit for any construction or maintenance zone, on McLean County Highways, using data at the County Engineer's disposal to make sound engineering judgments as to which construction zones should have reduced speed limits posted; and,

BE IT FURTHER RESOLVED that if the McLean County Engineer sets a reduced speed limit for a construction or maintenance zone, records must be kept as required in 625 ILCS 5/11-605.02.




Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 20, 2009.

~~IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County~~
at my office in Bloomington, Illinois, in said County this 20th day of October A.D., 2009.

[SEAL]



Peggy Ann Milton, McLean County Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY PROHIBITING
EXCESSIVE ENGINE BRAKING NOISE ALONG COUNTY HIGHWAY 29
(TOWANDA-BARNES ROAD) FROM FORT JESSE ROAD (1600N) TO GENERAL
ELECTRIC ROAD (1500N)

WHEREAS, 625 ILCS 5/12-602.1 allows the County Board of McLean County, Illinois, to post signs that prohibit the driver of a commercial vehicle from operating or actuating any engine braking system that emits excessive noise on a County Highway; and,

WHEREAS, because of complaints from citizens that live along County Highway 29 (Towanda-Barnes Road) between Fort Jesse Road (1600N) and General Electric Road (1500N); and,

WHEREAS, the McLean County Engineer has established a policy for the posting of signs that prohibit the driver of a commercial vehicle from operating or actuating any engine braking system that emits excessive noise on county highways.

THEREFORE, BE IT RESOLVED that the McLean County shall post signs that prohibit the driver of a commercial vehicle from operating or actuating any engine braking system that emits excessive noise on County Highway 29 (Towanda-Barnes Road) from Fort Jesse Road (1600N) to General Electric Road (1500N).



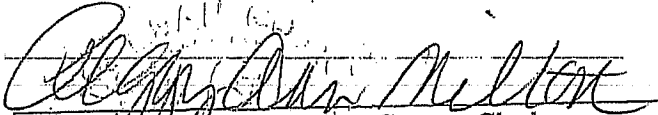
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 20, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of October A.D., 2009.

[SEAL]



Peggy Ann Milton, McLean County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kirk C & D Recycling, Inc., in case SU-09-11, parcel nos. (05) 21-15-151-016 & 21-15-104-003. They are requesting a special use to amend and expand special use case SU-04-25 to allow a Solid Waste Collection/Processing, Recycling and Mulching Facility in the M-2 General Manufacturing District; on a 9.3 acre property which includes Lot 2 of the Flatbush Subdivision and is part of the NW ¼ of Section 15, Township 23N, Range 2E of the 3rd P.M., and is located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 6, 2009 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 9.3 acre property is relatively flat, drains to the south and east and contains a solid waste collection/processing facility, a recycling and mulching facility, and a concrete plant. The property has 332 feet of frontage on the east side of Tri Lakes Road and a 25 foot ingress/egress easement on the north side of Hamilton Road, both of which are oil and chip roads 18 feet in width.

SURROUNDING ZONING AND LAND USE – The surrounding land is in the M-2 General Manufacturing District. The land to the north across the railroad right-of-way contains multiple commercial uses. The land to the east is used as a private recreation facility. The land to the south is in part used as a private recreation facility and in part is vacant. The land to the west contains multiple commercial uses.

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

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant has been recycling landscape waste and material from construction and renovation sites in the Bloomington-Normal area since 2004. The applicant currently has one grinder which is on the south part of this property. The grinder located on the south part of the property will continue to grind landscape waste into mulch.

The applicant is proposing to locate two additional grinders on this property. One grinder on the north part of the property will grind wooden pallets and other wood products and shingles. The other grinder will grind/crush concrete and asphalt. The applicant will use water to control the dust that is generated by the grinders. Dust and noise generated by the grinders is a concern. If dust and noise becomes a problem at this site, the applicant must cease all dust and noise generating activities and remedy the problem and receive approval from the Director of Building and Zoning before the dust and the noise generating activities can continue.

In the next five years the applicant proposes to construct three new buildings; 1) one will be used to separate and recycle materials, 2) another will be used for an office, and 3) another will be used for a shop. The applicant will provide storm water plans before constructing these buildings.

The recycling facility will likely be an asset to the community by recycling useable materials that would otherwise end up in the landfill. The applicant indicated that at this time, all construction material is going to landfills; and that by recycling 80% of material that will come to the site, as a requirement of the Illinois Environmental Protection Agency Permit for the proposed activity, the cost per ton of disposal of construction material will go down in the Bloomington-Normal area.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is surrounded by land in the M-2 General Manufacturing District. The applicant has access to the south part of the property off of Hamilton Road and has built a fence/wall nine feet in height around the perimeter of this part of the property. The applicant is proposing to build a ten foot berm and fence on the north part of the property along Tri Lakes Road. The Tri-Lakes Recreation Facility is buffered by an existing fence on the west, and a concrete block wall 9 feet in height is to be built by the owners of the concrete plant that is along the north property line.

The hours of operation are limited from sunrise to sunset by the Zoning Ordinance. The applicant has been limiting recycling activity and has been coordinating with the Tri-Lakes Recreation Facility when special event are held at the recreation facility. The applicant has agreed and should continue to limit activities during special events at the Tri-Lakes Recreation Facility.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The perimeter of the south property is surrounded by concrete blocks and a private fence that is nine feet in height. The proposed ten foot berm and fence on the north part of the property will help screen the recycling activities from nearby properties.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. A private well is used in order to provide water for dust control. The property has 332 feet of frontage on the east side of Tri Lakes Road and a 25 foot ingress/egress easement on the north side of Hamilton Road. The applicant agrees to provide storm water plans before any construction begins for future buildings. Tri Lakes Road is being upgraded as part of a road agreement for a concrete plant being developed on the property. The applicant is requesting to allow the paving requirements for the interior roads, driveways, parking areas, and loading/unloading to be completed within five years.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met.

The north part of the property has access to Tri Lakes Road; the south part of the property has an access easement over the property directly to the south that connects to Hamilton Road. The applicant agrees to use the Hamilton Road entrance for all truck use to the south part of the property. The Bloomington Township Road Commissioner has approved the proposed use for the existing entrance to Tri Lakes Road.

6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met. The use standard in the Zoning Ordinance regarding Solid Waste Collection Facilities states "The special use permit shall be revoked by the Director of Building and Zoning if it is determined by the Director of Building and Zoning that the use is created a nuisance for nearby residence or business or is failing to comply with the conditions imposed on the operation."

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the paving requirement is completed for the interior roads, driveways, parking and loading/unloading areas within five years, the applicant limits hours of operations during special events that are held at the Tri-Lakes Recreation Facility, and the applicant adequately controls the dust and noise generated at this facility as determined by the Director of Building and Zoning.

Therefore this Board recommends that a special use be granted on the property described above to allow the expansion of special use case SU-04-25 for a Solid Waste Collection/Processing, Recycling and Mulching Facility in the M-2 General Manufacturing District with a waiver of the paved parking areas for five years provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided compliance with the above stipulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6th day of October 2009, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
James Finnigan
Drake Zimmerman
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 47 in the First Addition to Terrace Lawn Subdivision, File S-09-06

WHEREAS, Kimberly Tuchel has requested to vacate the east 14 feet of the west 40 foot building setback area of Lot 47 (along Sunrise St.) in the First Addition to Terrace Lawn Subdivision, file number S-09-06, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

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

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

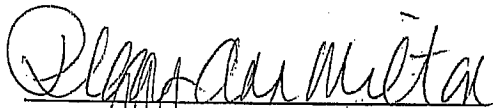
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,


BE IT ORDAINED that the said vacation plat to vacate the east 14 feet of the west 40 foot building setback area of Lot 47 (along Sunrise St.) in the First Addition to Terrace Lawn Subdivision is hereby approved.

Adopted by the County Board of McLean County, Illinois this 20th day of October, 2009

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Census 2010 Proclamation

Whereas, the next Decennial Census will be taken in the year 2010, and political representation to the United States House of Representatives, state legislatures and local governments is determined by the Decennial Census, and McLean County, Illinois recognizes the equal importance of each resident in the 2010 Census count; and,

Whereas, McLean County, Illinois has agreed to be one of 6,425 government entities in partnership with the U.S. Bureau of the Census; and,

Whereas, McLean County, Illinois will work with the City of Bloomington and the Town of Normal, and will place a special emphasis on smaller communities and unincorporated areas of McLean County to:

bridge gaps between the community and the Census Bureau on geographic matters, outreach activities, and information centers;

support census awareness programs;


encourage media coverage of Census 2010;

make the community aware of the many ways Census data is used to obtain funding for essential services and programs; now, therefore,

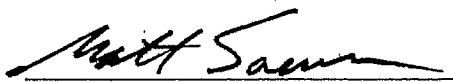
I, Matt Sorensen, Chairman of the McLean County Board hereby proclaim full support and participation in making the Census 2010 successful through participation in the **COMPLETE COUNT COMMITTEE**.

ATTEST:

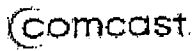
APPROVED:



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



Matt Sorensen, Chairman
McLean County Board



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Mclean County GovernmentID#: 2387721

CUSTOMER INFORMATION (Service Location)	
Address 1 <u>104 W FRONT ST</u>	City <u>Bloomington</u>
Address 2 _____	State <u>IL</u>
Primary Contact Name <u>Craig Nelson</u>	ZIP Code <u>61701</u>
Business Phone <u>(309) 888-5101</u>	County _____
Cell Phone _____	Email Address <u>craig.nelson@mcleancountyil.gov</u>
Pager Number _____	Primary Fax Number _____
Technical Contact Name _____	Tech Contact On-Site? <u>No</u>
Technical Contact Business Phone _____	Technical Contact Email _____
Property Manager Contact Name _____	Property Mgr. Phone _____

COMCAST BUSINESS CLASS SERVICES

Selection (X)	
Business Class Voice	
Business Class Internet	X
Business Class TV	

Service Term (Months)	36
-----------------------	----

COMCAST BUSINESS CLASS SERVICES DETAILS

Business Class Voice*				Business Class Packages		
VOICE SELECTIONS	Quantity	Unit Cost	Total Cost	Package Name:	PACKAGE DESCRIPTION	
Full Feature Voice Lines						
Adtl. F.F. Voice Lines w/ pkg.						
4+ Lines						
Basic Lines						
Fax Lines						
Toll Free Numbers						
Voice - eMTA Equipment Fee						
VOICE OPTIONS				Business Class TV*		
	Selection(X)		Total Cost	TV SELECTIONS	Selection(X) Total Cost	
Voiceemail				Basic		
Directory Listing Suppression Fee				Information & Entertainment		
Auto-Attendant				Standard		
				Preferred		
				Music Choice Standalone		
				TV OPTIONS		
				Sports Pack**		
				Music Choice W/Business Class TV		
				Canales Selecto		
				Other Programming		
				Other Programming		
				Other Programming		
				TV OUTLETS		
				Quantity	Unit Cost	Total Cost
				Additional Outlets		
				HD TV Box Charges		

Business Class Internet*			
INTERNET SELECTIONS	Selection(X)		Total Cost
Starter			
Preferred	X		\$89.95
Other:			
Internet Equipment Fee			
INTERNET OPTIONS			
	Selection(X)		Total Cost
Microsoft Outlook Office Email	X		Included
Web Hosting - Starter	X		Included
Web Hosting - Business			
Web Hosting - Commerce			
Web Hosting - Professional			
Static IP - 1			
Static IP - 5			
Static IP - 13	X		\$34.95

* Voice offers & options not available in all markets.
* Internet selections & options not available in all markets.

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost	Total Monthly Service Charge	\$124.90
Installation Fee	X	\$0.00	\$0.00	Promotional Code (if applicable)	
Voice Activation Fee*				Less Discount (if applicable)	\$0.00
Auto-Attendant Setup Fee					
Voice Jack Fee					
Toll Free Activation Fee					
Total Installation Charges:**				Total Recurring Monthly Bill:**	\$124.90

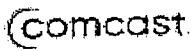
* Per line activation fee, up to four (4) line maximum charge.
** Does not include Custom Installation Fees referenced below.
* Applicable federal, state, and local taxes and fees may apply.

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.6 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees:	\$0.00
Less Fees Paid by Comcast*:	\$0.00
Fees Due Comcast:	\$0.00

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Mclean County Government

ID#: 2387721

COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS

Microsoft Office Communication Services		Equipment Selection	IP Gateway
Microsoft Office Outlook Email Included with Internet Service		Business Class Web Hosting	No
Business Class Internet: Starter	2 Full Access	Transfer Existing Comcast.net Email	No
Business Class Internet: Preferred	4 Full Access	Number of Static IPs*	13
Other:		* If 5 or 13 Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.	

COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type	Additional Comments:
Outlet 1 - Primary			
Outlet 2 - Additional			
Outlet 3 - Additional			
Outlet 4 - Additional			
Outlet 5 - Additional			
Outlet 6 - Additional			
Outlet 7 - Additional			
Outlet 8 - Additional			

OUTLETS 9 & UP	QUANTITY
Analog	
Digital	
HDTV	

COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail	Customer Equipment
			Phone System Type (Key System, PBX, Other)
			Phone System Manufacturer
			Fax Machine Manufacturer
			Alarm System Vendor
			Point of Sale Device
			Telco Closet Location
			Hunt Group Configuration Details
			Hunt Group Features Requested (Yes/No)
			Hunt Group Configuration Type
			Hunt Group Pilot Number

Toll Free #	Calling Origination Area	Associated TN

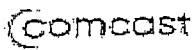
Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No

GENERAL SPECIAL INSTRUCTIONS



BUSINESS CLASS SERVICE ORDER AGREEMENT

ID#: 2387721

Account Name: McLean County Government

CUSTOMER BILLING INFORMATION	
Billing Account Name	<u>McLean County Government</u>
Billing Name (3rd Party Accounts)	
Address 1	<u>104 W Front St</u>
Address 2	
Billing Contact Name	<u>Craig Nelson</u>
Tax Exempt?	<u>No</u>
<i>* If yes, please provide and attach tax exemption certificate.</i>	
City	<u>Bloomington</u>
State	<u>IL</u>
ZIP Code	<u>61701</u>
Billing Contact Email	<u>craig.nelson@mcleancountyil.gov</u>
Billing Contact Phone	<u>(300) 880-5101</u>
Billing Fax Number	

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fall altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

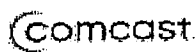
4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .
Signature: <u>Math Sorenson</u>
Print: <u>Math Sorenson</u>
Title: <u>McLean County Board Chairman</u>
Date: <u>10-20-2009</u>

FOR COMCAST USE ONLY
Sales Representative: <u>Devin Fenze</u>
Sales Representative Code: <u>75024</u>
Sales Manager/Director Name: <u>Tom Derrico</u>
Sales Manager/Director Approval: _____
Division: <u>North</u>
Lead ID: <u>2387721</u>



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Mclean County Government

ID#: 2387721

IP Justification Form

Comcast conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Comcast will assign up to eight IP addresses for customer use on their local area network (LAN). Customers can use this form for initial assignments and additional augments. Comcast requires a written justification form for any IP address blocks requested so that we can demonstrate to ARIN that IP addresses allocated to Comcast, or any underlying providers, are being used efficiently.

Per ARIN guidelines (<http://www.arin.net/intro.html>), organizations will be assigned address space based on immediate utilization plus three month and six month projected utilization. Organizations must exhibit a high confidence level in their three month and six month utilization rate and supply documentation to justify the level of confidence.

If you have any questions about the IP assignment policy or process, please refer to ARIN's IP Address Assignment Policy and Procedures, and RFC 2050 that can found at <http://www.arin.net/rfc/rfc2050.txt>.

Please complete the following form and submit it to your Comcast sales representative.

Customer Site

Location Name	Mclean County Government	1
Street	104 W FRONT ST	2a
Rm/Ste/FI		2b
City, State Zip	Bloomington, IL 61701	2c
Phone #	(309) 888-5101	2d

Technical Contact

Name (First Last)	Craig Nelson	3a
Title		3b
Phone #	(309) 888-5101	3c
Email	craig.nelson@mcleancountyil.gov	3d

Note: If more than one domain, use first domain registered.

4. Domain Name: _____

5. Do you have previously assigned addresses from Comcast?: Yes No

5b. If yes, what addresses were assigned?: _____

6. Number of IP addresses requested/needed within 6 months: 13 Note: If your organization already has IP space assigned, you must utilize 80% before applying for more IP space.

7. Use the following Network Table to describe your IP assignments within the next six months. THIS IS REQUIRED

IP Number	IP Address (if known)	Below, provide a description of use for each IP requested
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

Print Name _____ Title _____

Organization Mclean County Government Phone #(day) (309) 888-5101

Email craig.nelson@mcleancountyil.gov Fax _____



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Mclean County GovernmentID#: 2387752**CUSTOMER INFORMATION (Service Location)**

Address 1	<u>104 W FRONT ST</u>	City	<u>Bloomington</u>
Address 2	<u>2nd Modem</u>	State	<u>IL</u>
Primary Contact Name	<u>Craig Nelson</u>	ZIP Code	<u>61701</u>
Business Phone	<u>(309) 888-5101</u>	County	
Cell Phone		Email Address	<u>craig.nelson@mcleancountyil.gov</u>
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	<u>No</u>
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS CLASS SERVICES

Selection (X)	
Business Class Voice	
Business Class Internet	X
Business Class TV	
Service Term (Months)	36

COMCAST BUSINESS CLASS SERVICES DETAILS

Business Class Voice*				Business Class Packages			
VOICE SELECTIONS	Quantity	Unit Cost	Total Cost	PACKAGE DESCRIPTION			
Full Feature Voice Lines							
Adtl. F.F. Voice Lines w/ pkg.							
4+ Lines							
Basic Lines							
Fax Lines							
Toll Free Numbers							
Voice - eMTA Equipment Fee							
VOICE OPTIONS	Selection(X)	Total Cost					
VoiceMail							
Directory Listing Suppression Fee							
Auto-Attendant							
* Voice offers & options not available in all markets.							
Business Class Internet*				Business Class TV*			
INTERNET SELECTIONS	Selection(X)	Total Cost		TV SELECTIONS	Selection(X)	Total Cost	
Starter				Basic			
Preferred	X	\$89.95		Information & Entertainment			
Other:				Standard			
Internet Equipment Fee				Preferred			
				Music Choice Standalone			
INTERNET OPTIONS	Selection(X)	Total Cost		TV OPTIONS	Selection(X)	Total Cost	
Microsoft Outlook Office Email	X	Included		Sports Pack**			
Web Hosting - Starter	X	Included		Music Choice W/Business Class TV			
Web Hosting - Business				Canales Selecto			
Web Hosting - Commerce				Other Programming			
Web Hosting - Professional				Other Programming			
Static IP - 1				Other Programming			
Static IP - 5	X	\$19.95		TV OUTLETS	Quantity	Unit Cost	Total Cost
Static IP - 13				Additional Outlets			
* Internet selections & options not available in all markets.				HD TV Box Charges			

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost	Total Monthly Service Charge	
Installation Fee	X	\$0.00	\$0.00	\$109.90	
Voice Activation Fee*				Promotional Code (if applicable)	
Auto-Attendant Setup Fee				Less Discount (if applicable) \$0.00	
Voice Jack Fee					
Toll Free Activation Fee					

* Per line activation fee, up to four (4) line maximum charge.

Total Installation Charges:* \$0.00

* Does not include Custom Installation Fees referenced below.

Total Recurring Monthly Bill:** \$109.90

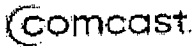
* Applicable federal, state, and local taxes and fees may apply.

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.6 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees:	\$0.00
Less Fees Paid by Comcast:**	\$0.00
Fees Due Comcast:	\$0.00

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Mclean County Government

ID#: 2387752

COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS

Microsoft Office Communication Services		Equipment Selection	IP Gateway
Microsoft Office Outlook Email Included with Internet Service		Business Class Web Hosting	No
Business Class Internet: Starter	2 Full Access	Transfer Existing Comcast.net Email	No
Business Class Internet: Preferred	4 Full Access	Number of Static IPs*	5
Other:		* If 5 or 13 Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.	

COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type	Additional Comments:
Outlet 1 - Primary			
Outlet 2 - Additional			
Outlet 3 - Additional			
Outlet 4 - Additional			
Outlet 5 - Additional			
Outlet 6 - Additional			
Outlet 7 - Additional			
Outlet 8 - Additional			

OUTLETS 9 & UP	QUANTITY
Analog	
Digital	
HDTV	

COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail	Customer Equipment
			Phone System Type (Key System, PBX, Other)
			Phone System Manufacturer
			Fax Machine Manufacturer
			Alarm System Vendor
			Point of Sale Device

Toll Free #	Calling Origination Area	Associated TN	Telco Close Location

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

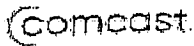
Caller ID (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)	
Hunt Group Configuration Type	
Hunt Group Pilot Number	

GENERAL SPECIAL INSTRUCTIONS

--



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: McLean County Government

ID#: 2387752

CUSTOMER BILLING INFORMATION			
Billing Account Name	<u>McLean County Government</u>	City	<u>Bloomington</u>
Billing Name (3rd Party Accounts)		State	<u>IL</u>
Address 1	<u>104 W Front St</u>	ZIP Code	<u>61701</u>
Address 2		Billing Contact Email	<u>craig.nelson@mcleancountyil.gov</u>
Billing Contact Name	<u>Craig Nelson</u>	Billing Contact Phone	<u>(309) 888-5101</u>
Tax Exempt?	<u>No</u>	Billing Fax Number	

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	<u>Matt Sorenson</u>
Print:	<u>Matt Sorenson</u>
Title:	<u>McLean County Board Chairman</u>
Date:	<u>10-20-2009</u>

FOR COMCAST USE ONLY	
Sales Representative:	<u>Devin Fenza</u>
Sales Representative Code:	<u>75024</u>
Sales Manager/Director Name:	<u>Tom Derrico</u>
Sales Manager/Director Approval:	
Division:	<u>North</u>
Lead ID:	<u>2387752</u>



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: McLean County Government

ID#: 2387752

IP Justification Form

Comcast conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Comcast will assign up to eight IP addresses for customer use on their local area network (LAN). Customers can use this form for initial assignments and additional augments. Comcast requires a written justification form for any IP address blocks requested so that we can demonstrate to ARIN that IP addresses allocated to Comcast, or any underlying providers, are being used efficiently.

Per ARIN guidelines (<http://www.arin.net/intro.html>), organizations will be assigned address space based on immediate utilization plus three month and six month projected utilization. Organizations must exhibit a high confidence level in their three month and six month utilization rate and supply documentation to justify the level of confidence.

If you have any questions about the IP assignment policy or process, please refer to ARIN's IP Address Assignment Policy and Procedures, and RFC 2050 that can found at <ftp://www.arin.net/rfc/rfc2050.txt>.

Please complete the following form and submit it to your Comcast sales representative.

Customer Site

Location Name	<u>McLean County Government</u>	1
Street	<u>104 W FRONT ST</u>	2a
Rm/Ste/FI	<u>2nd Modem</u>	2b
City, State Zip	<u>Bloomington, IL 61701</u>	2c
Phone #	<u>(309) 888-5101</u>	2d

Technical Contact

Name(First Last)	<u>Craig Nelson</u>	3a
Title		3b
Phone #	<u>(309) 888-5101</u>	3c
Email	<u>craig.nelson@mcleancountyil.gov</u>	3d

Note: If more than one domain, use first domain registered.

4. Domain Name: _____

5. Do you have previously assigned addresses from Comcast? Yes No

5b. If yes, what addresses were assigned?: _____

6. Number of IP addresses requested/needed within 6 months: 5 Note: If your organization already has IP space assigned, you must utilize 80% before applying for more IP space.

7. Use the following Network Table to describe your IP assignments within the next six months. THIS IS REQUIRED

IP Number	IP Address (If known)	Below, provide a description of use for each IP requested
1		
2		
3		
4		
5		

I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

Print Name _____

Title _____

Organization McLean County Government

Phone #(day) (309) 888-5101

Email craig.nelson@mcleancountyil.gov

Fax _____

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Regional Office of Education for McLean/
DeWitt/Livingston Counties**

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	3
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	5
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.

2. **Rent.**
 - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$46,660.50. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

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

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

Page three

7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. ~~All alterations, additions, improvements, and fixtures~~ which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

- c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.
- Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.
- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**
 - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

 - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
 - (i) ROE shall immediately notify COUNTY of the event;

 - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;

 - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of ROE's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to ROE:

~~Superintendent~~
Regional Office of Education for McLean/DeWitt/Livingston Counties
905 N. Main Street
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	2
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Insurance and Indemnity.</u>	2
9. <u>Conduct.</u>	4
10. <u>Signs.</u>	4
11. <u>Estoppel.</u>	4
12. <u>Access to Premises.</u>	4
13. <u>Hazardous Material.</u>	4
14. <u>Condemnation.</u>	5
15. <u>Destruction.</u>	6
16. <u>Insolvency.</u>	6
17. <u>Assignment and Subletting.</u>	6
18. <u>Default.</u>	6
19. <u>Termination; Surrender of Possession.</u>	7
20. <u>Waiver.</u>	8
21. <u>Notices.</u>	8

22. <u>Agency.</u>	8
23. <u>Partial Invalidity.</u>	8
24. <u>Holding Over.</u>	9
25. <u>Successors.</u>	9
26. <u>Right to Terminate.</u>	9
27. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.

2. **Rent.**
 - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of **\$26,560.69**. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

 - b. All rent payments shall be mailed to the below address:

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

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or

property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and ~~maintaining a policy of fire and casualty insurance~~ with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.

10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.

11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

13. **Hazardous Material.**
 - a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,
- (i) GED shall immediately notify COUNTY of the event;
 - (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.
14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to GED:

Superintendent
G.E.D. Adult Literacy Program
905 N. Main Street
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
- 27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

G.E.D. ADULT EDUCATION
LITERACY PROGRAM

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
905 N. Main Street, Normal, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as 'BUILDING'); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$9,150.26 for the term of this lease agreement, payable in twelve equal monthly installments of \$762.52 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

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

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

 - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;

 - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and

stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

- a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,
 - (i) YWCA shall immediately notify COUNTY of the event;
 - (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of YWCA's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
- b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director
YWCA of McLean County
905 N. Main Street, 1st Floor
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

YWCA10.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

Office Space Located on the Fourth Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	1
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Conduct.</u>	2
9. <u>Signs.</u>	2
10. <u>Estoppel.</u>	2
11. <u>Access to Premises.</u>	3
12. <u>Hazardous Material.</u>	3
13. <u>Condemnation.</u>	4
14. <u>Destruction.</u>	4
15. <u>Insolvency.</u>	4
16. <u>Assignment and Subletting.</u>	4
17. <u>Default.</u>	5
18. <u>Termination; Surrender of Possession.</u>	5
19. <u>Waiver.</u>	6
20. <u>Notices.</u>	6
21. <u>Agency.</u>	7

22. <u>Partial Invalidity.</u>	7
23. <u>Holding Over.</u>	7
24. <u>Successors.</u>	7
25. <u>Right to Terminate.</u>	7
26. <u>Non-Affiliation Clause.</u>	7
Approval Signatures	8

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminates on December 31, 2010.
2. **Rent.**
 - a. Rent shall be **\$5,301.41** to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**
 - a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

 - b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
 - (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
 - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 4th Floor
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

VETERANS ASSISTANCE
COMMISSION

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC10.Doc

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Tenant's Use and Operation</u>	1
3. <u>Utilities</u>	1
4. <u>Building Common Areas</u>	1
5. <u>Maintenance and Repair</u>	1
6. <u>Parking</u>	2
7. <u>Alterations</u>	2
8. <u>Insurance and Indemnity</u>	2
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
9. <u>Conduct</u>	4
10. <u>Signs</u>	4
11. <u>Estoppel</u>	4
12. <u>Access to the Premises</u>	4
13. <u>Hazardous Material</u>	5
a. <u>Prohibition</u>	5
b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
c. <u>Survival</u>	5
14. <u>Condemnation</u>	6
15. <u>Destruction</u>	6

16.	<u>Insolvency</u>	6
17.	<u>Assignment and Subletting</u>	7
18.	<u>Default</u>	7
19.	<u>Termination; Surrender of Possession</u>	7
20.	<u>Waiver</u>	8
21.	<u>Notices</u>	8
22.	<u>Agency</u>	9
23.	<u>Partial Invalidity</u>	9
24.	<u>Holding Over</u>	9
25.	<u>Successors</u>	9
26.	<u>Right to Terminate</u>	10
27.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The term of this lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.
2. Tenant's Use and Operation. CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. Utilities. CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. Building Common Areas. CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. Parking. COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.

7. Alterations. No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. Insurance and Indemnity.

a. Covenants to Hold Harmless. CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. Conduct. CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification.

CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. Assignment and Subletting. CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.

18. Default. If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of CAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

- (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.
- b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.
20. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.
21. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
- 27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Peggy Ann Milton the County Clerk of McLean County, a government entity, does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the 20th day of October, 2009, and such resolutions are still in full force and effect and have not been amended or revoked.

“RESOLVED, that any one of the following:

Walter F. Lindberg _____

Michelle L. Anderson _____

Julie A. Osborn _____

be and each hereby is authorized directed and empowered to establish credit card accounts “(Accounts”) with the Commerce Bank of Omaha, N.A. (“Commerce”) and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts.”

“FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts.”

“FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.”

The undersigned further certifies that the specimen signatures appearing below are the signature of the officers authorized to sign for this corporation by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Walter F. Lindberg	County Administrator	<i>Walter F. Lindberg</i>
Michelle L. Anderson	County Auditor	<i>Michelle L. Anderson</i>
Julie A. Osborn	Chief Deputy Auditor	<i>Julie A. Osborn</i>

IN WITNESS WHEREOF, I have hereunto set my hand as _____ McLean County Clerk
 and affixed the seal of McLean County this 20 day of October, 2009

(SEAL)

County Clerk *Peggy Ann Milton*

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE McLEAN COUNTY CLERK
TO CHANGE POLLING PLACES

WHEREAS, the McLean County Clerk has formally requested that the Precinct, Empire 3, polling place in LeRoy be moved from Water Tower Place, 212 Pine Street, LeRoy, Illinois to the LeRoy Christian Church, 603 S. East Street, LeRoy; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, October 7, 2009, recommended approval of the request received from the McLean County Clerk; now, therefore,

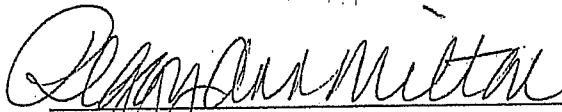
BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the McLean County Clerk that the Precinct, Empire 3, polling place in LeRoy, Illinois be moved from the Water Tower Place, 212 Pine Street, LeRoy, Illinois to the LeRoy Christian Church, 603 S. East Street, LeRoy, Illinois.
- (2) The County Clerk shall provide a certified copy of this Resolution to the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 20th day of October 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Proclamation

McLean County, City of Bloomington, Town of Normal, Illinois Wesleyan University and Illinois State University, Illinois.

WHEREAS, international, national and local GIS community is requesting that the 18th of November, 2009 be recognized as GIS Day 2009.

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of our nation and humanity; and

WHEREAS, an understanding of geographical concepts is crucial to maintaining a balance between the wise use of earth's natural resources, continued economic prosperity, and the general health and well-being of citizens; and

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision making by all local agencies involved; and

WHEREAS, Geographic Information Systems (GIS) technology provides an efficient and effective means for managing geographic information; and

WHEREAS, extensive efforts are underway in various public and private agencies and organizations throughout the United States and the world to develop, incorporate, and utilize GIS technology; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training among various groups to most appropriately and wisely utilize this rapidly developing technology; and

NOW, THEREFORE, WE, Matt Sorensen, Chairman of McLean County Board; Steve Stockton, Mayor of the City of Bloomington; Christopher Kloos, Mayor of the Town of Normal; Richard Wilson President, Illinois Wesleyan University; Alvin Bowman, President, Illinois State University, do hereby declare Wednesday the

18th of November, 2009

As

GIS DAY

*Matt Sorensen
Chairman
McLean County Board*

*Steve Stockton
Mayor
City of Bloomington*

*Christopher Kloos
Mayor
Town of Normal*

*Richard Wilson
President
Illinois Wesleyan University*

*Alvin Bowman
President
Illinois State University*

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF MELVIN D. SCHULTZ
AS A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term of Melvin D. Schultz as a Commissioner of the Public Building Commission, it is advisable to consider reappointment of this person; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Melvin D. Schultz for a five-year term of office to expire on October 1, 2014, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

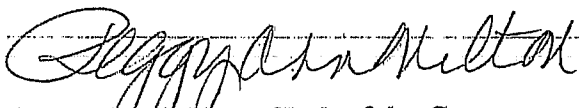
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Melvin D. Schultz and D. C. Wochner, Attorney for the Public Building Commission, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of October, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

e:\ann\apt\pbc_schultz.res

Members Soeldner/Caisley 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 Owens, Vice Chairman, presented the following:

Member Owens stated: The General Report can be found on pages 85-98.

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2009 appropriation in Fund 0107 Emergency Preparedness/H1N1 Grant Fund, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

- The Auditor is requested to increase revenue line 0107-0061-0062-0404-0045 H1N1 Grant by \$102,672 from \$0 to \$102,672.
- That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, Personal Health Services as follows:

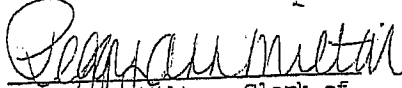
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full-time Employees Salary	\$ 62,071	\$ 2,685	\$ 64,756
0515-0001	Part-time Employees Salary	\$ 57,863	\$ 16,744	\$ 74,607
0599-0001	County IMRF Contribution	\$ 8,924	\$ 200	\$ 9,124
0599-0002	Employee Medical/Life Ins	\$ 6,156	\$ 333	\$ 6,489
0599-0003	Social Security Cont.	\$ 9,332	\$ 1,485	\$ 10,817
0621-0001	Non-Major Equipment	\$ 6,000	\$ 3,230	\$ 9,230
0622-0001	Medical & Nursing Supplies	\$ 6,412	\$ 7,075	\$ 13,487
0629-0001	Letterhead/Printed Forms	\$ 2,243	\$ 5,000	\$ 7,243
0701-0001	Advertising/Legal Notices	\$ 0	\$ 10,000	\$ 10,000
0706-0001	Contract Services	\$ 10,000	\$ 2,000	\$ 12,000
0706-0004	Contract Services/R.U.M.	\$ 4,200	\$ 2,100	\$ 6,300
0718-0001	Schooling & Conferences	\$ 5,097	\$ 1,933	\$ 7,030
0750-0004	Software License Agreement	\$ 1,000	\$ 500	\$ 1,500
0795-0003	Telephone Service	\$ 5,600	\$ 2,526	\$ 8,126
0832-0001	Purchase/Furnishings/OFF.Equip	\$ 0	\$ 12,211	\$ 12,211
0833-0002	Purchase/Computer Equip.	\$ 0	\$ 23,300	\$ 23,300
0839-0001	Purchase/Radio Equipment	\$ 0	\$ 1,350	\$ 1,350
0850-0001	Capitalized Assets	\$ 0	\$ 10,000	\$ 10,000
TOTALS:		\$ 184,898	\$102,672	\$287,570

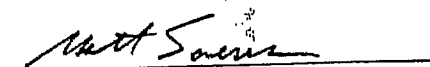
- That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 20th day of October, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman of the
McLean County Board

F:\adm\bydg\09H1N1Amendment

A Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0107 to authorize position changes associated with increased funding from the Illinois Department of Human Services for the Public Health Emergency Response (H1N1) grant program. These funds will support additional staff time to assure that planning, communication and education systems are in place to disseminate information related to a potential influenza vaccination campaign.

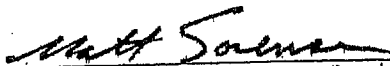
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position	Annual	Months	Now	New
			Classification	FTE			
Increase	0107-0061	0062	0503-0017	.35	3.0	.00	.09
Increase	0107-0061	0062	0515-8015	1.06	3.0	.00	.27

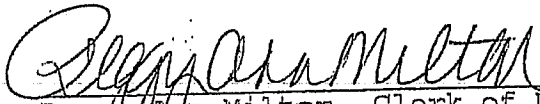
This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 20th day of October 2009.

APPROVED


 Matt Sorensen, Chairman
 McLean County Board

ATTEST:


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

Member Owens/Cavallini moved the County Board approve a Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department and Approval of a Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with An Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department. Clerk Milton shows all Members present voting in favor of the Motions. Motions carried.

Member Owens, Chairman, presented the following:

09-09-001

RESOLUTION

0809002N

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

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

DANVERS TOWNSHIP

PERMANENT PARCEL NUMBER: 12-07-227-019

As described in certificate(s) : 2005-00088 sold November 2006

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

WHEREAS, Mark Sakowicz, has bid \$702.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$321.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$702.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$321.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20th day of October, 2009

ATTEST:

[Signature]
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

Member Owens/O'Connor moved the County Board approve a Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Mark Sakowicz on Parcel #12-07-227-019 - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

09-09-002

RESOLUTION

0809014N

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

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

CITY BLMGTN(46) TOWNSHIP

PERMANENT PARCEL NUMBER: 21-10-327-012

As described in certificates(s) : 765 sold December 1999

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

WHEREAS, Eleanor L. Koertge, has bid \$481.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$100.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$481.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$100.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20th day of October, 2009

ATTEST:

[Signature]
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

Member Owens/Caisley moved the County Board approve a Request Approval of a Resolution to Authorize the Chairman of the Board of McLean County to Execute a Deed of Conveyance to Eleanor L. Koertge on Parcel #30-20-426-001 - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report can be found on pages 122-187. I would also like to note that the Finance Committee has completed all of the budgets that come to our Committee. I would like to thank the Administrator's Office and all Department Heads that report to Finance for their work and this process.

JUSTICE COMMITTEE

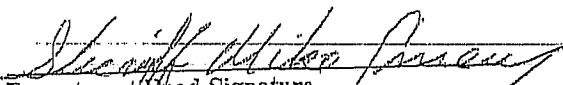
Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

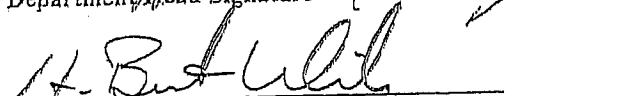
General Grant Information	
<u>Requesting Agency or Department:</u> McLean County Sheriff's Office	<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> Illinois Department of Transportation	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> 2010 Holiday Mobilization Plus	<u>Grant Date:</u> Start: 10/1/2009 End: 9/30/2009
<u>Grant Amount:</u> \$	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded
<u>Match Amount (if applicable):</u> Required Match :\$ Overmatch: \$	<u>Expected Initial Receipt Date:</u>
<u>Grant Total Amount:</u> \$24,640.00	<u>Source of Matching Funds (if applicable):</u> N/A
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Grant Costs Information																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No																								
<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Description of equipment to be purchased:</u> N/A																								
<u>Description of subcontracting costs:</u> N/A																								
<u>Other requirements or obligations:</u> N/A																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$24,640.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$24,640.00</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$24,640.00</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	\$24,640.00	Fringe Benefit Cost	\$	Total Personnel Cost	\$24,640.00	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$24,640.00
Grant Expense Chart																								
Personnel Expenses	Costs																							
Number of Employees:																								
Personnel Cost	\$24,640.00																							
Fringe Benefit Cost	\$																							
Total Personnel Cost	\$24,640.00																							
Additional Expenses																								
Subcontractors	\$																							
Equipment	\$																							
Other	\$																							
Total Additional Expenses	\$																							
GRANT TOTAL	\$24,640.00																							

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

9-4-09
Date


Grant Administrator/Coordinator Signature (if different)

9-4-09
Date

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date



Illinois Department of Transportation

Division of Traffic Safety
3215 Executive Park Drive / P.O. Box 19245 / Springfield, Illinois / 62794-9245

September 1, 2009

Dear Grantee Project Director:

Congratulations! Your agency has been awarded a highway safety program grant for FFY 2010. Attached for your review is the Highway Safety Project Agreement, Conditions and Certifications (commonly called the grant agreement) for this project. If your agency has more than one grant, they will come by separate mailing.

Please carefully review the grant agreement as it has changed from past years. Verify that all of the information is correct, especially your TIN/FEIN number. Remove the last three pages concerning compliance with Federal OMB-Circular A-133. These three pages are not to be returned to the Division of Traffic Safety (DTS).

Make any changes necessary to the agreement form. Have the project director and the authorizing representative sign and date the agreement before returning it to:

IDOT/Division of Traffic Safety
Attn: John Werthwein
P.O. Box 19245
Springfield, Illinois 62794-9245

Also, attached to this letter is a schedule of mandatory grantee meetings being held at various locations throughout the state. At these meetings, DTS representatives will present information concerning our programs and discuss the implementation of the grant program for FFY 2010. All grantees must attend one of these meetings.

A staff member from DTS has been assigned to your project and will be contacting you in the near future. We look forward to working with you and your agency in an effort to reduce injuries and fatalities on Illinois roadways.

Sincerely,

A handwritten signature in cursive script that reads "Michael R. Stout".

Michael R. Stout
Director

Enclosures

Please plan for the Project Director for your grant to attend one of the mandatory grantee meetings listed below.

If you are an existing grantee and have any questions, please contact your current IDOT/DTS grant manager.

If you are a new grantee, you may contact John Werthwein with any questions you might have before the meeting. E-mail is the easiest way to contact him with questions. John.Werthwein@illinois.gov

Please bring the following documents with you to the mandatory grantee meeting and provide them to your IDOT/DTS grant manager when you meet with him/her during the latter part of the meeting for an orientation or introduction session.

- A copy of your agency's safety belt policy
- The original completed and signed TS 21 "Verification of Fringe Benefits and Social Security Percentages Paid by Employer" form. (If applicable to your grant)
- The original completed and signed TS 25 "Review of Local Agency's Financial Procedures" form.

All IDOT/DTS forms and reports required to administer your grant are available on the internet at <http://www.dot.il.gov/trafficsafety/tsforms.html>.

September 22, 2009 Non-Law Enforcement Grantees 9 AM to 11 AM.	IDOT District 1 Office Lower level classroom 201 West Center Court Schaumburg, Illinois 61096
September 22, 2009 Law Enforcement Grantees 1:30 PM to 3:30 PM.	IDOT District 1 Office Lower level classroom 201 West Center Court Schaumburg, Illinois 61096
September 23, 2009 Law Enforcement Grantees 9 AM to 11 AM. Note changed location from last year.	Weitendorf Agricultural Education Center 17840 Laraway Road Joliet, Illinois 60433
September 24, 2009 Non-Law Enforcement Grantees 9 AM to 11 AM. Note changed location from last year.	American Red Cross – Central Illinois Chapter 311 W. John Gwynn Jr. Ave. Peoria, Illinois 61605
September 24, 2009 Law Enforcement Grantees 1:30 PM to 3:30 PM. Note changed location from last year.	American Red Cross – Central Illinois Chapter 311 W. John Gwynn Jr. Ave. Peoria, Illinois 61605
September 25, 2009 Non-Law Enforcement Grantees 9 AM to 11 AM.	IDOT District 8 Office Training Room 1102 Eastport Plaza Collinsville, Illinois 62234
September 25, 2009 Law Enforcement Grantees 1:30 PM to 3:30 PM.	IDOT District 8 Office Training Room 1102 Eastport Plaza Collinsville, Illinois 62234


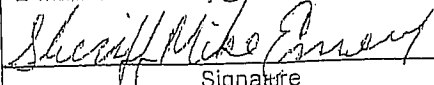


**Illinois Department
of Transportation**

**Highway Safety Project Agreement
Holiday Mobilization Plus (HM+)**

1A. GRANTEE: McLean County Sheriff's Office	2A. Project Title: 2010 Holiday Mobilization Plus	
1B. Address: 104 W. Front St. Rm 105 Bloomington, IL 61702	2B. Project Number: ALO-0057-532	2C. PSP Task Number(s): 10-04-12
	2D. CFDA Number(s): 20.600	2E. # of Years of Funding by IDOT: 10
1C. TIN/FEIN 37-6001569	3. Starting Date: October 1, 2009	
1D. County: McLean	4. Expiration Date: September 30, 2010	
1E. Population: 161,202		
5A. Project Description Summary: These funds will allow the agency to conduct special enforcement for alcohol mobilizations and/or occupant protection mobilizations during two or more of the following campaigns: 1. Thanksgiving Campaign, 2. Christmas/New Years Campaign, 3. Super Bowl Campaign, 4. St. Patrick's Day Campaign, 5. Cinco de Mayo Campaign, 6. Memorial Day Campaign, 7. July 4 th Campaign, 8. Labor Day Campaign, 9. Additional RSC's and 10. Additional SBEZ's.		

5B. Proposed Project Personal Services Budget	Occupant Prevention Funds	Alcohol Funds
Thanksgiving Campaign	\$1,386.00	N/A
Christmas and New Year's Campaign	N/A	\$3,080.00
Super Bowl Campaign	N/A	\$1,886.50
St. Patrick's Day Campaign	N/A	\$2,849.00
Cinco de Mayo Campaign	N/A	\$3,657.50
Memorial Day Campaign	\$1,386.00	N/A
Independence Day Campaign	N/A	\$3,657.50
Labor Day Campaign	N/A	\$3,657.50
Additional RSC's Plus	N/A	\$3,080.00
Additional SBEZ's Plus	\$0.00	N/A
Sub Totals	\$2,772.00	\$21,868.00
Grand Total All Funds	\$24,640.00	

7A. GRANTEE Project Director: Name: Brent Wick Title: Lieutenant Address: 104 W. Front St. Rm 105, Bloomington, IL 61702 Phone: 309-888-5034 Fax: 309-888-5072 E-mail: brent.wick@mcleancountyil.gov  Signature	7B. GRANTEE Authorizing Representative: Name: Mike Emery Title: Sheriff Address: 104 W. Front St. Rm 105, Bloomington, IL 61702 Phone: 309-888-5034 Fax: 309-888-5072 E-mail: mike.emery@mcleancountyil.gov  Signature
9-4-09 Date	9-4-09 Date

7C. Illinois Department of Transportation:

Michael R. Stoul, Director, Division of Traffic Safety _____ Date _____

Specifications for TS08a

Attached are the FFY 2010 Fiscal Year, Holiday Mobilization Plus Highway Safety Project Agreement and campaign request forms. To participate in the campaigns, type in the requested information in the grey boxes following each title throughout the document. To be sure you fill in each required field, hit the "Tab" key on your keyboard and it will take you to each grey box. IDOT will insert the information in 2B, 2C, 2D and 2E. If you would like to include additional information for any of the campaigns, please attach a separate page to the back of the application. On Page 1, the Project Director (7A) and Authorizing Representative (7B) must be two different people. The person signing as the Authorizing Representative must affirm that he or she is authorized by the Grantee to legally bind the Grantee to each and every term in the Highway Safety Project Agreement, Conditions and Certification. Further, the Personal Services (5B) dollar figure should be the sum of the totals from each mobilization campaign. Once the packet is completed, print, sign Page 1, then mail the entire packet (original and one (1) copy) to the following address:

Law Enforcement Liaison Program
Holiday Mobilization Grant Request
3215 Executive Park Drive
P.O. Box 19245
Springfield, IL 62794-9245

If you have questions while completing the package, call (217) 782-1805.

If selected for participation your agency will receive approval from the Director of the Division of Traffic Safety. Attached will be a copy of the Highway Safety Project Agreement, Conditions and Certifications and campaign sheets detailing the approved amount of funding.

Requirements

Participation in the Labor Day and Memorial Day Campaigns is mandatory for an agency to receive a Holiday Mobilization Plus grant.

Agencies may hold additional Roadside Safety Checks (RSC's) equal to the number of hours they utilize for the Labor Day Campaign during non-holiday time periods. Schedules for those RSC's shall be provided to the assigned Law Enforcement Liaison (LEL) as soon as available.

Agencies may hold additional Safety Belt Enforcement Zones (SBEZ's) equal to the number of hours they utilize for the Memorial Day Campaign during non-holiday time periods. Schedules for those additional SBEZ's shall be provided to the assigned LEL as soon as available.

The Cinco de Mayo mobilization requires specific information documenting a significant Hispanic population, a special celebration or event in or near your jurisdiction, or last year's holiday statistics demonstrate a need for extra patrols. This section must be reviewed and approved by the Division of Traffic Safety before funding will be granted for Cinco de Mayo.

All personnel participating in alcohol-related grant activities must be trained in the Standardized Field Sobriety Tests. Approved training in this area consists of the 24-hour NHTSA, DWI Detection and Standardized Field Sobriety Testing course (24-hour course) or the IDOT-DTS created 8-hour refresher. Those personnel attending an ILETSB accredited academy or a 24-hour course provided by one of the MTUs since 01/01/2005 have satisfied this requirement (any SFST course shorter than 24 hours will not qualify for this requirement). Those personnel who have not received the 24-hour course since 01/01/2005, but who have taken an ILETSB accredited academy or a 24-hour course provided by one of the MTUs prior to 01/01/2005, may satisfy the requirement by attending either the 24-hour course or the 8-hour refresher created by IDOT-DTS. These courses must be taught by certified SFST instructors.

SBEZ's for the Thanksgiving and Memorial Day Holidays plus any additional SBEZ's must have a minimum of 50% of the zones conducted between 11 pm and 6 am.

RSC's, Flexible RSC's and Roving Saturation Patrols must take place between 11 pm and 6 am.

Restrictions - Flexible Roadside Safety Check

"Flexible Roadside Safety Checks" will again be offered during the alcohol-related campaigns. The intent of this option is to create the illusion of a Roadside Safety Check without the staffing commitment of an actual Roadside Safety Check. This tactic has successfully affected the public perception in other parts of the country. Advance public notice is not required. The following requirements must be met to conduct this detail, sometimes referred to as a "Phantom RSC". It is important to remember that this is not an actual RSC detail.

- Must be conducted on a date when a Roadside Safety check is being conducted within ten miles of the intended area for the Flexible RSC. The regularly scheduled RSC does not have to be conducted by the agency planning the Flexible RSC.
- One or two officers only.
- Three hours in duration overlapping the regularly scheduled RSC.
- Must move at least once for a minimum of two locations during the three hours.
- Must prominently display RSC signs where they can be seen by the public. (These signs can be borrowed from the Division of Traffic Safety.)
- Overhead rotating squad car lights must be operating during the detail to attract attention and provide for safety.
- Traffic should not be impeded or blocked.
- No cars are to be checked or stopped unless officers observe a violation that would warrant enforcement action under normal patrol conditions.
- Consider supplementing the detail with regular patrol units to stop drivers who violate traffic laws avoiding the detail location.

Member Renner/McIntyre moved the County Board approve a Request Approval of the 2010 Holiday Mobilization Plus Grant Renewal - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

MCLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
Requesting Agency or Department: McLean County Sheriff's Office	This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
Granting Agency: Illinois Criminal Justice Information Authority	Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
Grant Title: Domestic Violence Multi-Disciplinary Team Response	Grant Date: Start: 9-1-2009 End: 8-31-2010
Grant Amount: \$134,021.00	Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded
Match Amount (if applicable): Required Match : \$44,674.00 Overmatch: \$29,679.00	Expected Initial Receipt Date:
Grant Total Amount: \$208,374.00	Source of Matching Funds (if applicable):
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Equipment Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Grant Costs Information	A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	Description of equipment to be purchased: DV Training Materials																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>3</td> </tr> <tr> <td>Personnel Cost</td> <td>\$71,569.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$22,925.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$94,494.00</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$112,441.95</td> </tr> <tr> <td>Equipment</td> <td>\$250.00</td> </tr> <tr> <td>Other</td> <td>\$1096.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$208,281.95</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	3	Personnel Cost	\$71,569.00	Fringe Benefit Cost	\$22,925.00	Total Personnel Cost	\$94,494.00	Additional Expenses		Subcontractors	\$112,441.95	Equipment	\$250.00	Other	\$1096.00	Total Additional Expenses	\$	GRANT TOTAL	\$208,281.95	Description of subcontracting costs: Conference Fees for DV Deputy, 2.5 FTE Law Enforcement Advocates from Countering Domestic Violence (CDV), .03FTE Data Clerk for CDV, .1 FTE Data Manager for CDV.
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	3																								
Personnel Cost	\$71,569.00																								
Fringe Benefit Cost	\$22,925.00																								
Total Personnel Cost	\$94,494.00																								
Additional Expenses																									
Subcontractors	\$112,441.95																								
Equipment	\$250.00																								
Other	\$1096.00																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$208,281.95																								
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>	Other requirements or obligations: Travel expenses for the DV Deputy to attend a national conference.																								

Responsible Personnel for Grant Reporting and Oversight:

Sherriff Mike Porey
Department Head Signature

9/23/09
Date

Lynnea Scott
Grant Administrator/Coordinator Signature (if different)

9-23-09
Date

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Response
AGREEMENT NUMBER: 606371
PREVIOUS AGREEMENT NUMBER(S): 601171, 602171, 602371, 603371, 605371
ESTIMATED START DATE: September 1, 2009
SOURCES OF PROGRAM FUNDING:
FUND FFY 06 Funds: \$134,021.00
Matching Funds: \$ 44,674.00
Over-Matching Funds: \$ 29,679.00
Total: \$208,374.00

IMPLEMENTING AGENCY: McLean County on behalf of the McLean County Sheriff's office
ADDRESS: 104 West Front Street
Bloomington, Illinois 61701
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569
DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date: 075597187 02/23/10
DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 142121982 12/10/09
AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: County Board Chairman
TELEPHONE: 309-888-5110
PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Sheriff's Office
ADDRESS: 104 West Front Street
Bloomington, Illinois 61701
PROGRAM DIRECTOR: Mike Emery
TITLE: Sheriff
TELEPHONE: 309-888-5034
E-MAIL: Mike.emery@mcleancountyil.gov

FISCAL CONTACT PERSON: Lydia Scott
AGENCY: McLean County Sheriff's Office
TITLE: Administrative Supervisor
TELEPHONE: 309-888-5034
FAX: 309-888-5072
E-MAIL: Lydia.scott@mcleancountyil.gov
PROGRAM CONTACT PERSON: Lydia Scott
TITLE: Administrative Supervisor
TELEPHONE: 309-888-5034
FAX: 309-888-5072
E-MAIL: Lydia.scott@mcleancountyil.gov

DOMESTIC VIOLENCE MULTIDISCIPLINARY TEAM PROGRAM
MCLEAN COUNTY SHERIFF'S DEPARTMENT
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT NUMBERS 606371

I. SUMMARY

Our current model best fits that of a Coordinated Community Response. Each of our Law Enforcement agencies, our State's Attorney's Office, and our Probation Office all have Domestic Violence Units which partner with our local community based organization that provides domestic violence services including advocacy. We all operate together as a Multi-Disciplinary Team (MDT) through our STOP grant, with a Project Coordinator (PC) as a central point of contact.

Currently we have Domestic Violence (DV) Advocates from Mid-Central Community Action's Countering Domestic Violence(CDV) programs placed at each of the Law Enforcement agencies and at the State's Attorney's Office, in an effort to better provide services to victims. Our MDT consists of grant partners, both funded and unfunded, representing approximately 17 area agencies.

Funded Partners

Bloomington Police Department (BPD)
McLean County Court Services (CS)
McLean County Sheriff's Department (MCSD)
McLean County State's Attorney's Office (SAO)
Mid Central Community Action, Inc's (MCCA)
Countering Domestic Violence Program (CDV)

Unfunded Partners

11th Judicial Circuit Family Violence
Coordinating Council (FVCC)
The Baby Fold
Chestnut Health Systems
Child Advocacy Center/CASA
Children's Home and Aid Society/The
Children's Foundation
Collaborative Solutions
Corporate Alliance to End Partner Violence
(CAEPV)
Family Community Resource Center
Normal Police Department
PATH
Prevent Child Abuse Illinois
YWCA Stepping Stones

The full MDT meets quarterly, led by the Project Coordinator, and may have up to 30 participants in each meeting. The focus of these meetings is community events, education, and policy issues effecting service delivery to victims of domestic violence. A smaller sub-group of the MDT including the PC, victim advocates, law enforcement officers, and assistant state's attorneys meet monthly for Case Review to discuss specific cases to ensure seamless service delivery to victims. Additionally the PC actively participates in Family Violence Coordinating Council (FVCC) and Corporate Alliance to End Partner Violence(CAEPV) meetings and activities to promote DV awareness in the community.

II. REVIEW OF PROGRESS MADE

STOP Program funding and VAWA guidance have shaped the policies and procedures of all McLean County Multi-Disciplinary Team partners in regard to domestic violence. STOP grants currently fund ALL domestic violence advocates housed in the State's Attorney's office and at our police departments and sheriff's department, 57% of attorneys in the State's Attorney's Domestic Violence Unit, two full-time dedicated Domestic Violence officers in McLean County, and a full-time Project Coordinator to lead the McLean County Domestic Violence Multi-Disciplinary Team. ~~Without this continued funding, many accomplishments may never have~~ been achieved for victims of domestic violence in McLean County.

Thanks to STOP grant funding, the current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Thanks to STOP Program funding:

- The McLean County Circuit Clerk's Office has entered into an annual agreement with CDV/Neville House to provide information and advocacy services to victims of domestic violence seeking orders of protection on a pro se basis.

- The Bloomington Police Department, the Normal Police Department, and the McLean County Sheriff's Department have each developed special investigative units for responding to domestic violence cases. A minimum of one officer in each department handle follow-up investigations in these cases and they are also responsible for assisting in the training of patrol officers in initial response protocols. This follow-up includes securing witness statements, photographs of injuries, recorded statements, service of subpoenas and for referral to partner agencies for victim services. These officers also accompany advocates on home visits within 72 hours of the initial report to inform victims of their rights under Illinois Domestic Violence Act (IDVA) and to share resources available (shelter, hotline, orders of protection, etc.). These three units work closely with our domestic violence prosecutors on their investigations, both prior to, during and following the screening of criminal charges. Our prosecutors also attend regular meetings conducted by all of these units together.

- The State's Attorney's Office is staffed with a supervising attorney, felony attorney and misdemeanor attorney, and the program coordinator. The supervising attorney monitors the screening of cases, all members of the domestic violence team within the State's Attorney's office, data collection, and works with the other felony attorney on all aspects of the prosecution of felony domestic violence cases in their respective courtrooms. The supervising and felony attorney also screen cases each morning following arrests, communicate with police and other partner agencies regarding follow-up investigation and or service referrals, and act as backup to the victim advocates to facilitate and/or prepare orders of protection in the absence of an available advocate. The misdemeanor attorney, in addition to screening and

handling all aspects of misdemeanor DV cases including referral to partner agencies when appropriate, attends weekly review hearings in court to monitor the progress made by convicted offenders toward their treatment requirements. All attorneys assist victims who are seeking orders of protection within the context of a criminal case by providing representation at all order of protections hearings. Also, all attorneys attend specialized training, and are responsible for conducting roll call training for police departments as well as other partnering agencies.

- The program coordinator (hereinafter PC) is housed in the State's Attorney's Office, but is a Court Services employee. The PC facilitates all MDT meetings and presents the statistical information at the meetings. The PC facilitates communication between the partnering agencies whether funded or unfunded. The PC has worked with partner agencies to prepare and refine a lethality assessment and to standardize the domestic violence protocols throughout the jurisdiction to better meet the goals of the partner agencies, and to implement the Case Review process to improve communication amongst prosecution, law enforcement, and victim advocates in regards to ongoing and difficult cases.

- The State's Attorney's Office provides office space for Countering Domestic Violence/Neville House Advocates to provide legal advocacy services to victims of domestic violence. Both criminal and civil orders of protection are handled by this collaborative unit, known as the Domestic Violence Legal Advocacy Unit.

- CDV has advocates at the Bloomington and Normal Police Departments and the Sheriff's Department. This provides support to victims throughout the process of asserting their rights and accessing the resources available according to the IDVA. Without this support, victims may not understand the legal remedies available to protect them from further abuse, neglect, or exploitation.

- Collaborating partners to meet monthly to review cases. This communication opportunity between law enforcement, prosecution, and victims services representatives has provided pertinent information to assist with safety planning for the victim and evidence collection for offender accountability.

Goal 1: Improve communication between Multi-Disciplinary Team (MDT) partners

Objective	Performance Indicator
Review Coordinated Domestic Violence Protocols every year of project implementation	Protocols were reviewed in November and December of 2008. There were no changes to existing protocols, but two new protocols were developed—one to implement a monthly Case Review, which was implemented in March 2009, and the other, to comply with the Bischoff Law and provide for GPS monitoring of Violation of Order of Protection (VOOP) offenders, is awaiting approval by the judiciary.

Objective	Performance Indicator
Team attends Family Violence Coordinating Council (FVCC) meetings and provides Council progress report of project activities	The 11 th Judicial District FVCC was without a coordinator from November 2008 until May 2009. The last FVCC regular meeting was held in Sept 2008 and the MDT attended. The MDT has also attended FVCC conference planning meetings in June and July 2009, with another scheduled for August 2009.
Conduct monthly Multi-Disciplinary Team meetings	Monthly MDT meetings were conducted in September, November, and December 2008 and January 2009. No monthly meeting was held in October, as the Project Coordinator position was vacant at that time. Meetings were changed to quarterly in February to accommodate monthly Case Reviews. Quarterly meetings were conducted in February, May, and another is scheduled for August 2009.
Conduct quarterly MDT Steering Committee Meetings for the Heads of funded agencies	Quarterly Steering Committee Meetings were conducted in November 2008, and February and May 2009. Another meeting is scheduled for August 2009.

Goal 2: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> Number of domestic-related offenses reports to law enforcement. 1617 (LE section of data report) Number of these reports in which victim was informed of rights. 1617 (LE section of data report) Number of these reports in which victims were referred to victim service agency. 1617 (LE section of data report) Narrative on status: <u>100% of victims in McLean County were notified of their rights and referred to victim service agencies.</u>

<p>80 percent of domestic-violence victims that seek services will be served.</p>	<ul style="list-style-type: none"> • Number of victims served. 426 (VS section of data report) • Number of victims partially served 160 (VS section of data report) • Number of victims not served 0 (VS section of data report) • Narrative on status: <u>100% of victims seeking service were served. 73% were fully served, and 27% were partially served due to the fact that the McLean County judiciary has ordered that victims are required to have their attorney present if there has been a recent divorce or family case, per attorney ethical guidelines. Victim Advocates could not provide in court legal advocacy for victims in these cases.</u>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of domestic related incident reports 981* (LE section of data report) • Number of domestic related cases/incidents investigated 981* (LE section of data report) • Number of domestic-related reports in which digital photographs were collected 908 (LE section of data report) • Narrative on status: <u>*Due to a change in the quarterly data report, the number of photographs taken was not reported for the April-June quarter. Therefore, the 908 pictures taken were for Sept-March. The number of incidents for Sept-March is 981. For that 3 quarter time frame, 93% of cases had digital photographs collected.</u>
<p>80 percent of Orders of Protection filed will be granted.</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 680 (VS and Prosecution section of data report) • Number of Orders of Protection granted 502 (VS and Prosecution section of data report) • Narrative on status: <u>74% of Orders of Protection requested were granted. Interestingly 100% of OPs requested by prosecutors in criminal court were granted, both EOP and POP. However, when requested in civil court by Domestic Violence Advocates, 85% of EOPs were granted, while only 16% of POPs were granted.</u>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 520 (LE section of data report) • Number of domestic-related arrests referred for prosecution 377 (LE section of data report) • Narrative on status: <u>73% of domestic-related arrests were referred for prosecution. Most often this is due to victim refusal to give a statement or have pictures taken of their injuries, and there being insufficient evidence to pursue charges without the statement.</u>

<p>90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary</p>	<ul style="list-style-type: none"> • Number of domestic related case referrals received 544 (Prosecution section of data report) • Number of domestic related cases in which charges were filed 546 (Prosecution section of data report) • Number of domestic related cases in which an affirmative decision was made not to file charges 0 (Prosecution section of data report) • Number of domestic related cases transferred to a higher or lower court 0 (Prosecution section of data report) • Narrative on status: <u>100% of cases referred to the SAO were charged.</u>
<p>85 percent of victims will receive legal advocacy services</p>	<ul style="list-style-type: none"> • Number of victims served 586 (VS section of data report) • Number of victims receiving legal advocacy services 537 (VS section of data report) • Number of victims assisted with Order of Protection 261 (VS section of data report) <p>Narrative on status: <u>92% of funded victims served received legal advocacy services. The victims that did not receive legal advocacy services did not receive them for one or more of the following reasons: the victim did not pursue further assistance after initial contact with the advocate, there was an existing family law case and legal advocacy is not permitted on those by order of the court, and/or the victim assisted was not an actual client of CDV but received some assistance anyway.</u></p>
<p>40 percent of cases will be charged as felonies</p>	<ul style="list-style-type: none"> • Number of domestic related misdemeanor charges 499 (Prosecution section of data report) • Number of domestic related felony charges 135 (Prosecution section of data report) • Narrative on status: <u>21% of charges filed were felony charges. This is due primarily to the fact that most domestics charged in are first time offenses. The biggest issue with this statistic is that the question asks for cases, but the data is for charges. Most felony cases have accompanying misdemeanor charges, which would mean overlap in the charges vs. cases. Additionally, any first time offense that does not have an aggravating factor must be charged as a misdemeanor, and the vast majority of cases fall into this category.</u>

<p>80 percent of offenders will receive intense probation services</p>	<ul style="list-style-type: none"> • Number of unduplicated count of cases receiving probation services 157 (P/P section of data report) • Number of face to face meetings with offender 1034 (P/P section of data report) • Number of telephone contacts with offender 561 (P/P section of data report) • Number of unscheduled surveillances of offender 297 (P/P section of data report) • Narrative on status: <u>100% of domestic violence offenders placed on probation receive intense probation services. Data for Sept 08 through June 09 shows that on average probation officers met with DV offenders 7 times each, talked to each offender 4 times on the phone, and performed 2 unscheduled surveillances on each offender.</u>
--	--

III. STATEMENT OF PROBLEM

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

1. Victims that have not received services. Many victims are unaware of or do not participate in services available in our community. This occurs, in part, due to a lack of understanding of the programs available and fear of the unknown. As a result, the victim remains in the abusive relationship because she feels trapped. Current state budget cuts to many violence prevention and intervention agencies increase the likelihood that some victims will go unserved.
2. Victims hostile to prosecution. A lack of understanding or distrust of the court system and dependence upon or fear of their abuser cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce fear of the court system. Our Case Review process has also been extremely helpful with this, as we agree upon the message that can be conveyed to the victim and other interested parties. This allows the victim the information and support they need, and minimizes misinformation that can sometimes cause a rift between the victim/victim advocates and prosecution.
3. Rapidly growing Spanish speaking population not receiving services due to language barriers. The Hispanic community has grown by nearly 40% in the last decade in McLean County. However, the majority of service providers still do not have Spanish speaking personnel. While there are agencies that provide bilingual and/or translation services, there simply are not enough qualified bilingual service providers to meet the ever-increasing need.
4. The elderly continue to suffer as a silent population due to a lack of manpower to conduct aggressive follow-up on suspected abuse. The elderly are among the most vulnerable victims of domestic violence. Because of a sense of embarrassment, dependency on their abuser, or

lack of awareness of services, elder abuse often goes unreported. The current cuts in the state budget to fund elder abuse investigations will exacerbate this issue.

5. Holding the offender accountable for his actions. There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner, and the funding of probation officers has helped to ensure close monitoring for offenders. However there remains a number of offenders that are discharged unsuccessfully from treatment, many of whom are back in the community in a matter of months. In addition, there is a lack of resources available to monitor the offender during the pre-trial stages to ensure that he is complying with bond conditions and/or order of protection and during the community-based sentencing to ensure that he is complying with probation conditions and/or order of protection.

6. Lack of community education or awareness. Our Multidisciplinary Team (MDT) has coordinated agency efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT has been able to reach a greater number of people in the community to educate them on issues regarding domestic violence. This is an ongoing effort, and as our community expands and grows, so must our outreach efforts. The recent increase in domestic violence due to the economic downturn, the funding issues at the state level, and several high profile and celebrity cases have sparked debate and a show a clear need to do more education on victim empathy.

7. Need for education for each new generation of police officers on domestic violence issues. The State's Attorney's office has conducted roll call trainings at the Bloomington and Normal Police Departments, and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges they will face in domestic violence cases and educate them on what evidence is needed for prosecutions, including evidence-based prosecutions. Training for Rural Police Chiefs has been identified as a remaining need by Countering Domestic Violence (CDV) Advocates. Because these victims are isolated geographically, it is important that law enforcement responders share the resources available to them. CDV Advocates will work on scheduling a training to share this information as well as offer their home visit services to follow up with victims in rural McLean County.

8. Recent State budget issues. Due to the current State budget issues, many of our partners have had or will have to make cut backs in services, close programs, and lay off staff. Currently our one of three Batter Intervention Programs have cut all services to female offenders, and cut their male offender program in half. The other two programs are attempting to pick up the slack, but have lost their funding that allowed for sliding scale fees, which will mean the most indigent of offenders will most likely be unable to complete treatment. The DV shelter in town is in danger of closing down in September if the 50% cut to its DHS funding stands. The family violence prevention programs at two local social service agencies have been cut, leaving our community entirely without prevention services.

IV. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

Goal 1: Improve communication between MDT partners

Objective	Performance Indicator
Review all MDT protocols for effectiveness	<ul style="list-style-type: none"> • Date protocols reviewed • Changes/additions to protocols
Conduct quarterly MDT meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct monthly Case Review meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct quarterly Steering Committee meetings for Heads of funded agencies	<ul style="list-style-type: none"> • Date/number of meetings conducted
MDT members attend Family Violence Coordinating Council meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> • Anecdotal • Number of outreach/education events done

Goal 2: Improve Victim Outreach and Communication

Objective	Performance Indicator
<u>80%</u> of victims in DV cases will receive information/referral sheets from the responding officer	<ul style="list-style-type: none"> • Number of calls for assistance • Number of victim referrals by Law Enforcement
<u>80%</u> of cases that were responded to will be followed-up on by the DV detective or hire back officer	<ul style="list-style-type: none"> • Number of incident reports • Number of incidents investigated
<u>80%</u> of victims in DV cases that are charged will be referred to victim services by prosecution	<ul style="list-style-type: none"> • Number of cases accepted for prosecution • Number of victim referrals by prosecution
Victim Advocates will provide victim/survivor advocacy to <u>80%</u> of all victims served	<ul style="list-style-type: none"> • Number of victims served and partially served • Number of victims receiving victim/survivor advocacy
Victim Advocates will provide criminal justice advocacy to victims on charged DV cases	<ul style="list-style-type: none"> • Number of victims receiving criminal justice advocacy
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> • Anecdotal • Number of outreach/education events done

Goal 3: Maintain Services to Victims from Special Populations

Objective	Performance Indicator
<u>100%</u> of victims with limited English proficiency will receive translation services	<ul style="list-style-type: none"> • Number of victims with limited English proficiency • Number of victims receiving language services

Objective	Performance Indicator
Victims with disabilities will be served	<ul style="list-style-type: none"> Number of victims with disabilities served
Victims from rural areas will be served	<ul style="list-style-type: none"> Number of victims from rural areas served
Elderly victims will be served	<ul style="list-style-type: none"> Number of elderly victims served

Goal 4: Improve Offender Accountability

Objective	Performance Indicator
<u>80%</u> of arrests in DV cases will be predominant aggressor arrests	<ul style="list-style-type: none"> Number of calls for predominant aggressor arrests Number of dual arrests
<u>80%</u> of cases referred for prosecution will be accepted	<ul style="list-style-type: none"> Number of cases referred for prosecution Number of cases accepted for prosecution
<u>80%</u> of offenders will be adjudicated	<ul style="list-style-type: none"> Number of cases disposed Number of cases dismissed
<u>80%</u> of offenders who violate probation will receive a minimum of a written warning	<ul style="list-style-type: none"> Number of probation violations Number of violations where some action was taken
Violation of Orders of Protection (VOOP) offenders on GPS will be monitored by Pre-Trial Services	<ul style="list-style-type: none"> Number of VOOP offenders placed on GPS monitoring as a condition of bail Number of these offenders that violated bail once placed on GPS monitoring Number of these offenders that had bail revoked due to violation

Goal 5: Continuing Law Enforcement Education

Objective	Performance Indicator
Law Enforcement agencies will provide training on DV standard operating procedures for new recruits, and will encourage ongoing professional development on DV	<ul style="list-style-type: none"> Number of trainings done Number of officers trained
State's Attorney's Office will do roll call trainings for officers on domestic violence and evidence based practices	<ul style="list-style-type: none"> Number of trainings done Number of officers trained
Victim Services Agency will train rural police departments on DV issues specific to the rural victim	<ul style="list-style-type: none"> Number of trainings done Number of officers trained

Goal 6: Community Outreach

Objective	Performance Indicator
MDT members will participate in DV awareness activities throughout the year	<ul style="list-style-type: none"> • Number activities/events done • Anecdotal

Unfortunately, the largest issue—state budget cuts—is one that we can do nothing about. It will further limit treatment options for offenders, and services offered to victims. We will work as an MDT to ensure that we have complete information about what community resources ARE available, and work within those constraints to ensure that victims receive the services they need.

V. PROGRAM STRATEGY

Over the course of the next year, the MDT will focus strongly on offender accountability and victim safety, and will look at the possibility of expanding membership. These goals will be accomplished through the following strategies:

1) MDT partner Court Services has been working diligently at developing a protocol to ensure compliance with the new Cindy Bischoff Law, which requires that offenders who have violated their orders of protection be assessed for risk of reoffense. Court Services will be providing training to all team members regarding the Domestic Violence Surveillance Protocol and on the Ontario Domestic Assault Risk Assessment (ODARA). The cross training of everyone involved will allow for all parties to understand exactly how the protocol and assessment fit into their area of expertise, and hopefully will create much needed buy-in for the protocol, the assessment, and the Bischoff Law and their ability to keep victims safe. Court Services will also implement a pilot program to allow qualifying indigent Violation Of Order of Protection (VOOP) victims cell phones if needed, and qualifying indigent VOOP offenders Global Positioning System (GPS) tracking rather than just being released.

2) The MDT will continue to refine the Case Review process. Currently we have the protocol in place and have been meeting for five months. We have made one adjustment in protocol during that time, and we will continue to evaluate the process and protocol to ensure that Case Reviews are as effective as possible.

3) The MDT will re-evaluate the Lethality Assessment it created. Concerns surfaced about its admissability in court, as the created assessment has not been tested for reliability and validity. The MDT will determine if it will be more advantageous to use another assessment that has been tested, to have our assessment tested, or to focus on the use of the ODARA as the uniform assessment used for court purposes, and leave the Lethality Assessment to victim advocates for safety planning purposes.

4) The MDT will explore potential expansion of membership. Two particular areas of interest for inclusion are the college/university and health care communities.

5) The MDT will continue to support DV educational and awareness activities in the community. The MDT will participate in It's Time to Talk Day, Domestic Violence Awareness

Month, and National Crime Victims' Rights Week.

6) The MDT will continue to look for ways to streamline service delivery for DV victims and close gaps in service.

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
<i>Example: Coordinate the MDT meeting with frontline staff</i>	Month 1	Month 12	Project Coordinator
Conduct quarterly Multidisciplinary Team (MDT) meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and MDT members
Conduct monthly Case Review meetings	Month 1	Month 12	Project Coordinator, SAO, LE, Victim Advocates
Conduct quarterly Steering Committee meetings	Month 1	Month 12	Project Coordinator, Partner agency heads
Attend Family Violence Coordinating Council, Corporate Alliance to End Partner Violence and other Domestic Violence related alliance meetings	Month 1	Month 12	Project Coordinator, MDT members
Domestic Violence Surveillance Protocol (DVSP) and Ontario Domestic Assault Risk Assessment Training	Month 1	Month 1	Project Coordinator, Court Services, MDT members
Implement a pilot program providing cell phones to indigent Violation of Order of Protection (VOOP) victims and paying for indigent VOOP offenders that would otherwise be released under the DVSP	Month 1	Month 12	Project Coordinator, Court Services
Participation in It's Time to Talk Day and National Domestic Violence Awareness Month	Month 1	Month 2	Project coordinator, MDT members
Participation in National Crime Victims' Rights Week	Month 6	Month 7	Project coordinator, MDT members
Examine the lethality assessment	Month 1	Month 12	Project coordinator, lethality assessment committee
Examine expansion of MDT	Month 1	Month 12	Project coordinator, MDT members

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Domestic Violence Multi-Disciplinary Team	<u>Grant Date:</u> Start: 9/1/2008 End: 8/31/2009
<u>Grant Amount:</u> \$52,370	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 9/1/2008
<u>Match Amount (if applicable):</u> Required Match: \$17,457 Overmatch: \$78,114	<u>Source of Matching Funds (if applicable):</u> McLean County Court Services
<u>Grant Total Amount:</u> \$147,941	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>Description of equipment to be purchased:</u> N/A																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">4</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$131,247.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 9,713.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$140,960.00</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$6,981.00 DVSP/Bischoff</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$147,941.00</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	4	Personnel Cost	\$131,247.00	Fringe Benefit Cost	\$ 9,713.00	Total Personnel Cost	\$140,960.00	Additional Expenses		Subcontractors	\$0	Equipment	\$	Other	\$6,981.00 DVSP/Bischoff	Total Additional Expenses	\$	GRANT TOTAL	\$147,941.00	<u>Description of subcontracting costs:</u> N/A
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	4																								
Personnel Cost	\$131,247.00																								
Fringe Benefit Cost	\$ 9,713.00																								
Total Personnel Cost	\$140,960.00																								
Additional Expenses																									
Subcontractors	\$0																								
Equipment	\$																								
Other	\$6,981.00 DVSP/Bischoff																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$147,941.00																								
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>	<u>Other requirements or obligations:</u> Small fund to assist in the deployment of the Domestic Violence Surveillance Protocol/Bischoff Law																								

Responsible Personnel for Grant Reporting and Oversight:

Don McCoenice
Department Head Signature

9-23-09
Date

[Signature]
Grant Administrator/Coordinator Signature (if different)

9/17/09
Date

OVERSIGHT COMMITTEE APPROVAL

113

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Program
AGREEMENT NUMBER: 607074
PREVIOUS AGREEMENT NUMBER(S): 601174, 602174, 604174, 605147, 606174
ESTIMATED START DATE: September 1, 2009
SOURCES OF PROGRAM FUNDING:
FUND FFY 2110 Funds: \$ 52,370
Matching Funds: \$ 17,457
Over-Matching Funds: \$ 78,114
Total: \$ 147,941

IMPLEMENTING AGENCY: McLean County on behalf of McLean County Court Services
ADDRESS: 104 W. Front Street
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 376001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date: 075597187 2/23/10

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 199070715 12/21/2009

AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: County Board Chair
TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Court Services
ADDRESS: 104 W. Front Street
Bloomington, IL 61701

PROGRAM DIRECTOR: Lori McCormick
TITLE: Director
TELEPHONE: 309-888-5361
E-MAIL: Lori.mccormick@mcleancountyil.gov

FISCAL CONTACT PERSON: Lori McCormick
AGENCY: McLean County Court Services
TITLE: Director
TELEPHONE: 309-888-5361
FAX: 309-888-5434
E-MAIL: Lori.mccormick@mcleancountyil.gov
PROGRAM CONTACT PERSON: Mike Donovan
TITLE: Deputy Director
TELEPHONE: 309-888-5361
FAX: 309-888-5434
E-MAIL: Michael.Donovan@mcleancountyil.gov

DOMESTIC VIOLENCE MULTIDISCIPLINARY TEAM PROGRAM
MCLEAN COUNTY COURT SERVICES
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT NUMBERS 607074

I. SUMMARY

Our current model best fits that of a Coordinated Community Response. Each of our Law Enforcement agencies, our State's Attorney's Office, and our Probation Office all have Domestic Violence Units which partner with our local community based organization that provides domestic violence services including advocacy. We all operate together as a Multi-Disciplinary Team (MDT) through our STOP grant, with a Project Coordinator (PC) as a central point of contact.

Currently we have Domestic Violence (DV) Advocates from Mid-Central Community Action's Countering Domestic Violence (CDV) programs placed at each of the Law Enforcement agencies and at the State's Attorney's Office, in an effort to better provide services to victims. Our MDT consists of grant partners, both funded and unfunded, representing approximately 17 area agencies.

Funded Partners

Bloomington Police Department (BPD)
McLean County Court Services (CS)
McLean County Sheriff's Department (MCSD)
McLean County State's Attorney's Office (SAO)
Mid Central Community Action, Inc's (MCCA)
Countering Domestic Violence Program (CDV)

Unfunded Partners

11th Judicial Circuit Family Violence
Coordinating Council (FVCC)
The Baby Fold
Chestnut Health Systems
Child Advocacy Center/CASA
Children's Home and Aid Society/The
Children's Foundation
Collaborative Solutions
Corporate Alliance to End Partner Violence
(CAEPV)
Family Community Resource Center
Normal Police Department
PATH
Prevent Child Abuse Illinois
YWCA Stepping Stones

The full MDT meets quarterly, led by the Project Coordinator, and may have up to 30 participants in each meeting. The focus of these meetings is community events, education, and policy issues effecting service delivery to victims of domestic violence. A smaller sub-group of the MDT including the PC, victim advocates, law enforcement officers, and assistant state's attorneys meet monthly for Case Review to discuss specific cases to ensure seamless service delivery to victims. Additionally the PC actively participates in Family Violence Coordinating Council (FVCC) and Corporate Alliance to End Partner Violence (CAEPV) meetings and activities to promote DV awareness in the community.

II. REVIEW OF PROGRESS MADE

STOP Program funding and VAWA guidance have shaped the policies and procedures of all McLean County Multi-Disciplinary Team partners in regard to domestic violence. STOP grants currently fund ALL domestic violence advocates housed in the State's Attorney's office and at our police departments and sheriff's department, 57% of attorneys in the State's Attorney's Domestic Violence Unit, two full-time dedicated Domestic Violence officers in McLean County, and a full-time Project Coordinator to lead the McLean County Domestic Violence Multi-Disciplinary Team. Without this continued funding, many accomplishments may never have been achieved for victims of domestic violence in McLean County.

Thanks to STOP grant funding, the current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Thanks to STOP Program funding:

- The McLean County Circuit Clerk's Office has entered into an annual agreement with CDV/Neville House to provide information and advocacy services to victims of domestic violence seeking orders of protection on a pro se basis.
- The Bloomington Police Department, the Normal Police Department, and the McLean County Sheriff's Department have each developed special investigative units for responding to domestic violence cases. A minimum of one officer in each department handle follow-up investigations in these cases and they are also responsible for assisting in the training of patrol officers in initial response protocols. This follow-up includes securing witness statements, photographs of injuries, recorded statements, service of subpoenas and for referral to partner agencies for victim services. These officers also accompany advocates on home visits within 72 hours of the initial report to inform victims of their rights under Illinois Domestic Violence Act (IDVA) and to share resources available (shelter, hotline, orders of protection, etc.). These three units work closely with our domestic violence prosecutors on their investigations, both prior to, during and following the screening of criminal charges. Our prosecutors also attend regular meetings conducted by all of these units together.
- The State's Attorney's Office is staffed with a supervising attorney, felony attorney and misdemeanor attorney, and the program coordinator. The supervising attorney monitors the screening of cases, all members of the domestic violence team within the State's Attorney's office, data collection, and works with the other felony attorney on all aspects of the prosecution of felony domestic violence cases in their respective courtrooms. The supervising and felony attorney also screen cases each morning following arrests, communicate with police and other partner agencies regarding follow-up investigation and or service referrals, and act as backup to the victim advocates to facilitate and/or prepare orders of protection in the absence of an available advocate. The misdemeanor attorney, in addition to screening and

handling all aspects of misdemeanor DV cases including referral to partner agencies when appropriate, attends weekly review hearings in court to monitor the progress made by convicted offenders toward their treatment requirements. All attorneys assist victims who are seeking orders of protection within the context of a criminal case by providing representation at all order of protections hearings. Also, all attorneys attend specialized training, and are be responsible for conducting roll call training for police departments as well as other partnering agencies.

- The program coordinator (hereinafter PC) is housed in the State's Attorney's Office, but is a Court Services employee. The PC facilitates all MDT meetings and presents the statistical information at the meetings. The PC facilitates communication between the partnering agencies whether funded or unfunded. The PC has worked with partner agencies to prepare and refine a lethality assessment and to standardize the domestic violence protocols throughout the jurisdiction to better meet the goals of the partner agencies, and to implement the Case Review process to improve communication amongst prosecution, law enforcement, and victim advocates in regards to ongoing and difficult cases.
- The State's Attorney's Office provides office space for Countering Domestic Violence/Neville House Advocates to provide legal advocacy services to victims of domestic violence. Both criminal and civil orders of protection are handled by this collaborative unit, known as the Domestic Violence Legal Advocacy Unit.
- CDV has advocates at the Bloomington and Normal Police Departments and the Sheriff's Department. This provides support to victims throughout the process of asserting their rights and accessing the resources available according to the IDVA. Without this support, victims may not understand the legal remedies available to protect them from further abuse, neglect or exploitation.
- Collaborating partners to meet monthly to review cases. This communication opportunity between law enforcement, prosecution, and victims services representatives has provided pertinent information to assist with safety planning for the victim and evidence collection for offender accountability.

Goal 1: Improve communication between Multi-Disciplinary Team (MDT) partners

Objective	Performance Indicator
Review Coordinated Domestic Violence Protocols every year of project implementation	Protocols were reviewed in November and December of 2008. There were no changes to existing protocols, but two new protocols were developed—one to implement a monthly Case Review, which was implemented in March 2009, and the other, to comply with the Bischoff Law and provide for GPS monitoring of Violation of Order of Protection (VOOP) offenders, is awaiting approval by the judiciary.

Objective	Performance Indicator
Team attends Family Violence Coordinating Council (FVCC) meetings and provides Council progress report of project activities	The 11 th Judicial District FVCC was without a coordinator from November 2008 until May 2009. The last FVCC regular meeting was held in Sept 2008 and the MDT attended. The MDT has also attended FVCC conference planning meetings in June and July 2009, with another scheduled for August 2009.
Conduct monthly Multi-Disciplinary Team meetings	Monthly MDT meetings were conducted in September, November, and December 2008 and January 2009. No monthly meeting was held in October, as the Project Coordinator position was vacant at that time. Meetings were changed to quarterly in February to accommodate monthly Case Reviews. Quarterly meetings were conducted in February, May, and another is scheduled for August 2009.
Conduct quarterly MDT Steering Committee Meetings for the Heads of funded agencies	Quarterly Steering Committee Meetings were conducted in November 2008, and February and May 2009. Another meeting is scheduled for August 2009.

Goal 2: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> Number of domestic-related offenses reports to law enforcement: 1617 (LE section of data report) Number of these reports in which victim was informed of rights: 1617 (LE section of data report) Number of these reports in which victims were referred to victim service agency: 1617 (LE section of data report) Narrative on status: <u>100% of victims in McLean County were notified of their rights and referred to victim service agencies.</u>

<p>80 percent of domestic-violence victims that seek services will be served.</p>	<ul style="list-style-type: none"> • Number of victims served. 426 (VS section of data report) • Number of victims partially served 160 (VS section of data report) • Number of victims not served 0 (VS section of data report) • Narrative on status: <u>100% of victims seeking service were served. 73% were fully served, and 27% were partially served due to the fact that the McLean County judiciary has ordered that victims are required to have their attorney present if there has been a recent divorce or family case, per attorney ethical guidelines. Victim Advocates could not provide in court legal advocacy for victims in these cases.</u>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of domestic related incident reports 981* (LE section of data report) • Number of domestic related cases/incidents investigated 981* (LE section of data report) • Number of domestic-related reports in which digital photographs were collected 908 (LE section of data report) • Narrative on status: <u>*Due to a change in the quarterly data report, the number of photographs taken was not reported for the April-June quarter. Therefore, the 908 pictures taken were for Sept-March. The number of incidents for Sept-March is 981. For that 3 quarter time frame, 93% of cases had digital photographs collected.</u>
<p>80 percent of Orders of Protection filed will be granted.</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 680 (VS and Prosecution section of data report) • Number of Orders of Protection granted 502 (VS and Prosecution section of data report) • Narrative on status: <u>74% of Orders of Protection requested were granted. Interestingly 100% of OPs requested by prosecutors in criminal court were granted, both EOP and POP. However, when requested in civil court by Domestic Violence Advocates, 85% of EOPs were granted, while only 16% of POPs were granted.</u>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 520 (LE section of data report) • Number of domestic-related arrests referred for prosecution 377 (LE section of data report) • Narrative on status: <u>73% of domestic-related arrests were referred for prosecution. Most often this is due to victim refusal to give a statement or have pictures taken of their injuries, and there being insufficient evidence to pursue charges without the statement.</u>

<p>90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary</p>	<ul style="list-style-type: none"> • Number of domestic related case referrals received 544 (Prosecution section of data report) • Number of domestic related cases in which charges were filed 546 (Prosecution section of data report) • Number of domestic related cases in which an affirmative decision was made not to file charges 0 (Prosecution section of data report) • Number of domestic related cases transferred to a higher or lower court 0 (Prosecution section of data report) • Narrative on status: <u>100% of cases referred to the SAO were charged.</u>
<p>85 percent of victims will receive legal advocacy services</p>	<ul style="list-style-type: none"> • Number of victims served 586 (VS section of data report) • Number of victims receiving legal advocacy services 537 (VS section of data report) • Number of victims assisted with Order of Protection 261 (VS section of data report) <p>Narrative on status: <u>92% of funded victims served received legal advocacy services. The victims that did not receive legal advocacy services did not receive them for one or more of the following reasons: the victim did not pursue further assistance after initial contact with the advocate, there was an existing family law case and legal advocacy is not permitted on those by order of the court, and/or the victim assisted was not an actual client of CDV but received some assistance anyway.</u></p>
<p>40 percent of cases will be charged as felonies</p>	<ul style="list-style-type: none"> • Number of domestic related misdemeanor charges 499 (Prosecution section of data report) • Number of domestic related felony charges 135 (Prosecution section of data report) • Narrative on status: <u>21% of charges filed were felony charges. This is due primarily to the fact that most domestics charged in are first time offenses. The biggest issue with this statistic is that the question asks for cases, but the data is for charges. Most felony cases have accompanying misdemeanor charges, which would mean overlap in the charges vs. cases. Additionally, any first time offense that does not have an aggravating factor must be charged as a misdemeanor, and the vast majority of cases fall into this category.</u>

<p>80 percent of offenders will receive intense probation services</p>	<ul style="list-style-type: none"> • Number of unduplicated count of cases receiving probation services 157 (P/P section of data report) • Number of face to face meetings with offender 1034 (P/P section of data report) • Number of telephone contacts with offender 561 (P/P section of data report) • Number of unscheduled surveillances of offender 297 (P/P section of data report) • Narrative on status: <u>100% of domestic violence offenders placed on probation receive intense probation services. Data for Sept 08 through June 09 shows that on average probation officers met with DV offenders 7 times each, talked to each offender 4 times on the phone, and performed 2 unscheduled surveillances on each offender.</u>
--	--

III. STATEMENT OF PROBLEM

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

1. Victims that have not received services. Many victims are unaware of or do not participate in services available in our community. This occurs, in part, due to a lack of understanding of the programs available and fear of the unknown. As a result, the victim remains in the abusive relationship because she feels trapped. Current state budget cuts to many violence prevention and intervention agencies increase the likelihood that some victims will go unserved.
2. Victims hostile to prosecution. A lack of understanding or distrust of the court system and dependence upon or fear of their abuser cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce fear of the court system. Our Case Review process has also been extremely helpful with this, as we agree upon the message that can be conveyed to the victim and other interested parties. This allows the victim the information and support they need, and minimizes misinformation that can sometimes cause a rift between the victim/victim advocates and prosecution.
3. Rapidly growing Spanish speaking population not receiving services due to language barriers. The Hispanic community has grown by nearly 40% in the last decade in McLean County. However, the majority of service providers still do not have Spanish speaking personnel. While there are agencies that provide bilingual and/or translation services, there simply are not enough qualified bilingual service providers to meet the ever-increasing need.
4. The elderly continue to suffer as a silent population due to a lack of manpower to conduct aggressive follow-up on suspected abuse. The elderly are among the most vulnerable victims of domestic violence. Because of a sense of embarrassment, dependency on their abuser, or

lack of awareness of services, elder abuse often goes unreported. The current cuts in the state budget to fund elder abuse investigations will exacerbate this issue.

5. Holding the offender accountable for his actions. There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner, and the funding of probation officers has helped to ensure close monitoring for offenders. However there remains a number of offenders that are discharged unsuccessfully from treatment, many of whom are back in the community in a matter of months. In addition, there is a lack of resources available to monitor the offender during the pre-trial stages to ensure that he is complying with bond conditions and/or order of protection and during the community-based sentencing to ensure that he is complying with probation conditions and/or order of protection.

6. Lack of community education or awareness. Our Multidisciplinary Team (MDT) has coordinated agency efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT has been able to reach a greater number of people in the community to educate them on issues regarding domestic violence. This is an ongoing effort, and as our community expands and grows, so must our outreach efforts. The recent increase in domestic violence due to the economic downturn, the funding issues at the state level, and several high profile and celebrity cases have sparked debate and a show a clear need to do more education on victim empathy.

7. Need for education for each new generation of police officers on domestic violence issues. The State's Attorney's office has conducted roll call trainings at the Bloomington and Normal Police Departments, and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges they will face in domestic violence cases and educate them on what evidence is needed for prosecutions, including evidence-based prosecutions. Training for Rural Police Chiefs has been identified as a remaining need by Countering Domestic Violence (CDV) Advocates. Because these victims are isolated geographically, it is important that law enforcement responders share the resources available to them. CDV Advocates will work on scheduling a training to share this information as well as offer their home visit services to follow up with victims in rural McLean County.

8. Recent State budget issues. Due to the current State budget issues, many of our partners have had or will have to make cut backs in services, close programs, and lay off staff. Currently our one of three Batter Intervention Programs have cut all services to female offenders, and cut their male offender program in half. The other two programs are attempting to pick up the slack, but have lost their funding that allowed for sliding scale fees, which will mean the most indigent of offenders will most likely be unable to complete treatment. The DV shelter in town is in danger of closing down in September if the 50% cut to its DHS funding stands. The family violence prevention programs at two local social service agencies have been cut, leaving our community entirely without prevention services.

IV. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

Goal 1: Improve communication between MDT partners

Objective	Performance Indicator
Review all MDT protocols for effectiveness	<ul style="list-style-type: none"> • Date protocols reviewed • Changes/additions to protocols
Conduct quarterly MDT meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct monthly Case Review meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct quarterly Steering Committee meetings for Heads of funded agencies	<ul style="list-style-type: none"> • Date/number of meetings conducted
MDT members attend Family Violence Coordinating Council meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> • Anecdotal • Number of outreach/education events done

Goal 2: Improve Victim Outreach and Communication

Objective	Performance Indicator
<u>80%</u> of victims in DV cases will receive information/referral sheets from the responding officer	<ul style="list-style-type: none"> • Number of calls for assistance • Number of victim referrals by Law Enforcement
<u>80%</u> of cases that were responded to will be followed-up on by the DV detective or hire back officer	<ul style="list-style-type: none"> • Number of incident reports • Number of incidents investigated
<u>80%</u> of victims in DV cases that are charged will be referred to victim services by prosecution	<ul style="list-style-type: none"> • Number of cases accepted for prosecution • Number of victim referrals by prosecution
Victim Advocates will provide victim/survivor advocacy to <u>80%</u> of all victims served	<ul style="list-style-type: none"> • Number of victims served and partially served • Number of victims receiving victim/survivor advocacy
Victim Advocates will provide criminal justice advocacy to victims on charged DV cases	<ul style="list-style-type: none"> • Number of victims receiving criminal justice advocacy
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> • Anecdotal • Number of outreach/education events done

Goal 3: Maintain Services to Victims from Special Populations

Objective	Performance Indicator
<u>100%</u> of victims with limited English proficiency will receive translation services	<ul style="list-style-type: none"> • Number of victims with limited English proficiency • Number of victims receiving language services

Objective	Performance Indicator
Victims with disabilities will be served	<ul style="list-style-type: none"> Number of victims with disabilities served
Victims from rural areas will be served	<ul style="list-style-type: none"> Number of victims from rural areas served
Elderly victims will be served	<ul style="list-style-type: none"> Number of elderly victims served

Goal 4: Improve Offender Accountability

Objective	Performance Indicator
80% of arrests in DV cases will be predominant aggressor arrests	<ul style="list-style-type: none"> Number of calls for predominant aggressor arrests Number of dual arrests
80% of cases referred for prosecution will be accepted	<ul style="list-style-type: none"> Number of cases referred for prosecution Number of cases accepted for prosecution
80% of offenders will be adjudicated	<ul style="list-style-type: none"> Number of cases disposed Number of cases dismissed
80% of offenders who violate probation will receive a minimum of a written warning	<ul style="list-style-type: none"> Number of probation violations Number of violations where some action was taken
Violation of Orders of Protection (VOOP) offenders on GPS will be monitored by Pre-Trial Services	<ul style="list-style-type: none"> Number of VOOP offenders placed on GPS monitoring as a condition of bail Number of these offenders that violated bail once placed on GPS monitoring Number of these offenders that had bail revoked due to violation

Goal 5: Continuing Law Enforcement Education

Objective	Performance Indicator
Law Enforcement agencies will provide training on DV standard operating procedures for new recruits, and will encourage ongoing professional development on DV	<ul style="list-style-type: none"> Number of trainings done Number of officers trained
State's Attorney's Office will do roll call trainings for officers on domestic violence and evidence based practices	<ul style="list-style-type: none"> Number of trainings done Number of officers trained
Victim Services Agency will train rural police departments on DV issues specific to the rural victim	<ul style="list-style-type: none"> Number of trainings done Number of officers trained

Goal 6: Community Outreach

Objective	Performance Indicator
MDT members will participate in DV awareness activities throughout the year	<ul style="list-style-type: none"> • Number activities/events done • Anecdotal

Unfortunately, the largest issue—state budget cuts—is one that we can do nothing about. It will further limit treatment options for offenders, and services offered to victims. We will work as an MDT to ensure that we have complete information about what community resources ARE available, and work within those constraints to ensure that victims receive the services they need.

V. PROGRAM STRATEGY

Over the course of the next year, the MDT will focus strongly on offender accountability and victim safety, and will look at the possibility of expanding membership. These goals will be accomplished through the following strategies:

1) MDT partner Court Services has been working diligently at developing a protocol to ensure compliance with the new Cindy Bischoff Law, which requires that offenders who have violated their orders of protection be assessed for risk of reoffense. Court Services will be providing training to all team members regarding the Domestic Violence Surveillance Protocol and on the Ontario Domestic Assault Risk Assessment (ODARA). The cross training of everyone involved will allow for all parties to understand exactly how the protocol and assessment fit into their area of expertise, and hopefully will create much needed buy-in for the protocol, the assessment, and the Bischoff Law and their ability to keep victims safe. Court Services will also implement a pilot program to allow qualifying indigent Violation Of Order of Protection (VOOP) victims cell phones if needed, and qualifying indigent VOOP offenders Global Positioning System (GPS) tracking rather than just being released.

2) The MDT will continue to refine the Case Review process. Currently we have the protocol in place and have been meeting for five months. We have made one adjustment in protocol during that time, and we will continue to evaluate the process and protocol to ensure that Case Reviews are as effective as possible.

3) The MDT will re-evaluate the Lethality Assessment it created. Concerns surfaced about its admissability in court, as the created assessment has not been tested for reliability and validity. The MDT will determine if it will be more advantageous to use another assessment that has been tested, to have our assessment tested, or to focus on the use of the ODARA as the uniform assessment used for court purposes, and leave the Lethality Assessment to victim advocates for safety planning purposes.

4) The MDT will explore potential expansion of membership. Two particular areas of interest for inclusion are the college/university and health care communities.

5) The MDT will continue to support DV educational and awareness activities in the community. The MDT will participate in It's Time to Talk Day, Domestic Violence Awareness

Month, and National Crime Victims' Rights Week.

6) The MDT will continue to look for ways to streamline service delivery for DV victims and close gaps in service.

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
<i>Example: Coordinate the MDT meeting with frontline staff</i>	Month 1	Month 12	Project Coordinator
Conduct quarterly Multidisciplinary Team (MDT) meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and MDT members
Conduct monthly Case Review meetings	Month 1	Month 12	Project Coordinator, SAO, LE, Victim Advocates
Conduct quarterly Steering Committee meetings	Month 1	Month 12	Project Coordinator, Partner agency heads
Attend Family Violence Coordinating Council, Corporate Alliance to End Partner Violence and other Domestic Violence related alliance meetings	Month 1	Month 12	Project Coordinator, MDT members
Domestic Violence Surveillance Protocol (DVSP) and Ontario Domestic Assault Risk Assessment Training	Month 1	Month 1	Project Coordinator, Court Services, MDT members
Implement a pilot program providing cell phones to indigent Violation of Order of Protection (VOOP) victims and paying for indigent VOOP offenders that would otherwise be released under the DVSP	Month 1	Month 12	Project Coordinator, Court Services
Participation in It's Time to Talk Day and National Domestic Violence Awareness Month	Month 1	Month 2	Project coordinator, MDT members
Participation in National Crime Victims' Rights Week	Month 6	Month 7	Project coordinator, MDT members
Examine the lethality assessment	Month 1	Month 12	Project coordinator, lethality assessment committee
Examine expansion of MDT	Month 1	Month 12	Project coordinator, MDT members

DVSP and ODARA Training	Month 1	Month 1	Project Coordinator, Court Services, MDT members
Implement a pilot program providing cell phones to indigent VOOP victims and paying for indigent VOOP offenders that would otherwise be released under the DVSP	Month 1	Month 12	Project Coordinator, Court Services
Participation in It's Time to Talk Day and National Domestic Violence Awareness Month	Month 1	Month 2	Project coordinator, MDT members
Participation in National Crime Victims' Rights Week	Month 6	Month 7	Project coordinator, MDT members
Examine the lethality assessment	Month 1	Month 12	Project coordinator, lethality assessment committee
Examine expansion of MDT	Month 1	Month 12	Project coordinator, MDT members

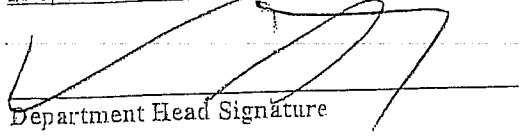
Effective 05/03

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> State's Attorney's Office	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16.588 <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Domestic Violence Multi-Disciplinary Team Program	<u>Grant Date:</u> Start: 9/1/2009 End: 8/31/2010
<u>Grant Amount:</u> \$76,384.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:
<u>Match Amount (if applicable):</u> Required Match :\$25,462.00 Overmatch: \$32,883.00	<u>Source of Matching Funds (if applicable):</u> State's Attorney's Office (General Fund)
<u>Grant Total Amount:</u> \$134,731.00	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>Description of equipment to be purchased:</u> n/a																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>3 (1.7 FTE)</td> </tr> <tr> <td>Personnel Cost</td> <td>\$107,380.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$24,063.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$131,443.00</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$3288.00 training/travel</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$134,731.00</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	3 (1.7 FTE)	Personnel Cost	\$107,380.00	Fringe Benefit Cost	\$24,063.00	Total Personnel Cost	\$131,443.00	<u>Additional Expenses</u>		Subcontractors	\$	Equipment	\$	Other	\$3288.00 training/travel	Total Additional Expenses	\$	GRANT TOTAL	\$134,731.00	<u>Description of subcontracting costs:</u> n/a
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	3 (1.7 FTE)																								
Personnel Cost	\$107,380.00																								
Fringe Benefit Cost	\$24,063.00																								
Total Personnel Cost	\$131,443.00																								
<u>Additional Expenses</u>																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$3288.00 training/travel																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$134,731.00																								
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>	<u>Other requirements or obligations:</u> n/a																								

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

9/30/09
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Program
AGREEMENT NUMBER: 607070
PREVIOUS AGREEMENT NUMBER(S): 601170, 602170, 603170, 603270, 606270
ESTIMATED START DATE: September 1, 2009
SOURCES OF PROGRAM FUNDING:
FUND FFY VAWA Funds: \$ 76,386.00
Matching Funds: \$ 25,462.00
Over-Matching Funds: \$ 32,883.00
Total: \$ 134,731.00

IMPLEMENTING AGENCY: McLean County on behalf of McLean County State's Attorney's Office
ADDRESS: 104 West Front Street, Room 605
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date: 075597187 02/23/2010

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 199070715 12/21/2009

AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: McLean County Board Chairman
TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County State's Attorney's Office
ADDRESS: 104 West Front Street, Room 605
Bloomington, IL 61702

PROGRAM DIRECTOR: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: 309-888-5402
E-MAIL: bill.yoder@mcleancountyil.gov

FISCAL CONTACT PERSON: Cindy Outlaw
AGENCY: McLean County State's Attorney's Office
TITLE: Administrative Support Supervisor
TELEPHONE: 309-888-5402
FAX: 309-888-5429
E-MAIL: cindy.outlaw@mcleancountyil.gov
PROGRAM CONTACT PERSON: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: 309-888-5402
FAX: 309-888-5429
E-MAIL: bill.yoder@mcleancountyil.gov

DOMESTIC VIOLENCE MULTIDISCIPLINARY TEAM PROGRAM
MCLEAN COUNTY STATE'S ATTORNEY'S OFFICE
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT NUMBERS 607070

I. SUMMARY

Our current model best fits that of a Coordinated Community Response. Each of our Law Enforcement agencies, our State's Attorney's Office, and our Probation Office all have Domestic Violence Units which partner with our local community based organization that provides domestic violence services including advocacy. We all operate together as a Multi-Disciplinary Team (MDT) through our STOP grant, with a Project Coordinator as a central point of contact.

Currently we have Domestic Violence Advocates from Mid-Central Community Action's Countering Domestic Violence programs placed at each of the Law Enforcement agencies and at the State's Attorney's Office, in an effort to better provide services to victims. Our MDT consists of grant partners, both funded and unfunded, representing approximately 17 area agencies.

Funded Partners

Bloomington Police Department
McLean County Court Services
McLean County Sheriff's Department
McLean County State's Attorney's Office
Mid Central Community Action, Inc's
Countering Domestic Violence Program

Unfunded Partners

11th Judicial Circuit Family Violence
Coordinating Council
The Baby Fold
Chestnut Health Systems
Child Advocacy Center/CASA
Children's Home and Aid Society/The
Children's Foundation
Collaborative Solutions
Corporate Alliance to End Partner Violence
Family Community Resource Center
Normal Police Department
PATH
Prevent Child Abuse Illinois
YWCA Stepping Stones

The full MDT meets quarterly, led by the Project Coordinator, and may have up to 30 participants in each meeting. The focus of these meetings is community events, education, and policy issues effecting service delivery to victims of domestic violence. A smaller sub-group of the MDT including the PC, victim advocates, law enforcement officers, and assistant state's attorneys meet monthly for Case Review to discuss specific cases to ensure seamless service delivery to victims. Additionally the PC actively participates in Family Violence Coordinating

Council and Corporate Alliance to End Partner Violence meetings and activities to promote DV awareness in the community.

II. REVIEW OF PROGRESS MADE

STOP Program funding and VAWA guidance have shaped the policies and procedures of all McLean County Multi-Disciplinary Team partners in regard to domestic violence. STOP grants currently fund ALL domestic violence advocates housed in the State's Attorney's office and at our police departments and sheriff's department, 57% of attorneys in the State's Attorney's Domestic Violence Unit, two full-time dedicated Domestic Violence officers in McLean County, and a full-time Project Coordinator to lead the McLean County Domestic Violence Multi-Disciplinary Team. Without this continued funding, many accomplishments may never have been achieved for victims of domestic violence in McLean County.

Thanks to STOP grant funding, the current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Thanks to STOP Program funding:

- The McLean County Circuit Clerk's Office has entered into an annual agreement with CDV/Neville House to provide information and advocacy services to victims of domestic violence seeking orders of protection on a pro se basis.
- The Bloomington Police Department, the Normal Police Department, and the McLean County Sheriff's Department have each developed special investigative units for responding to domestic violence cases. A minimum of one officer in each department handle follow-up investigations in these cases and they are also responsible for assisting in the training of patrol officers in initial response protocols. This follow-up includes securing witness statements, photographs of injuries, recorded statements, service of subpoenas and for referral to partner agencies for victim services. These officers also accompany advocates on home visits within 72 hours of the initial report to inform victims of their rights under IDVA law and to share resources available (shelter, hotline, OP, etc.). These three units work closely with our domestic violence prosecutors on their investigations, both prior to, during and following the screening of criminal charges. Our prosecutors also attend regular meetings conducted by all of these units together.
- The State's Attorney's Office is staffed with a supervising attorney, felony attorney and misdemeanor attorney, and the program coordinator. The supervising attorney monitors the screening of cases, all members of the domestic violence team within the State's Attorney's office, data collection, and works with the other felony attorney on all aspects of the

prosecution of felony domestic violence cases in their respective courtrooms. The supervising and felony attorney also screen cases each morning following arrests, communicate with police and other partner agencies regarding follow-up investigation and or service referrals, and act as backup to the victim advocates to facilitate and/or prepare orders of protection in the absence of an available advocate. The misdemeanor attorney, in addition to screening and handling all aspects of misdemeanor DV cases including referral to partner agencies when appropriate, attends weekly review hearings in court to monitor the progress made by convicted offenders toward their treatment requirements. All attorneys assist victims who are seeking orders of protection within the context of a criminal case by providing representation at all order of protections hearings. Also, all attorneys attend specialized training, and are responsible for conducting roll call training for police departments as well as other partnering agencies.

- The program coordinator (hereinafter PC) facilitates all MDT meetings and presents the statistical information at the meetings. The PC facilitates communication between the partnering agencies whether funded or unfunded. The PC has worked with partner agencies to prepare and refine a lethality assessment and to standardize the domestic violence protocols throughout the jurisdiction to better meet the goals of the partner agencies, and to implement the Case Review process to improve communication amongst prosecution, law enforcement, and victim advocates in regards to ongoing and difficult cases.

- The State's Attorney's Office provides office space for Countering Domestic Violence/Neville House Advocates to provide legal advocacy services to victims of domestic violence. Both criminal and civil orders of protection are handled by this collaborative unit, known as the Domestic Violence Legal Advocacy Unit.

- CDV has advocates at the Bloomington and Normal Police Departments and the Sheriff's Department. This provides support to victims throughout the process of asserting their rights and accessing the resources available according to the Illinois Domestic Violence Act. Without this support, victims may not understand the legal remedies available to protect them from further abuse, neglect or exploitation.

- Collaborating partners to meet monthly to review cases. This communication opportunity between law enforcement, prosecution, and victims services representatives has provided pertinent information to assist with safety planning for the victim and evidence collection for offender accountability.

Goal 1: Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
-----------	-----------------------

Objective	Performance Indicator
Review Coordinated Domestic Violence Protocols every year of project implementation	Protocols were reviewed in November and December of 2008. There were no changes to existing protocols, but two new protocols were developed—one to implement a monthly Case Review, which was implemented in March 2009, and the other, to comply with the Bischoff Law and provide for GPS monitoring of VOOP offenders, is awaiting approval by the judiciary.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	The 11 th Judicial District FVCC was without a coordinator from November 2008 until May 2009. The last FVCC regular meeting was held in Sept 2008 and the MDT attended. The MDT has also attended FVCC conference planning meetings in June and July 2009, with another scheduled for August 2009.
Conduct monthly Multi-Disciplinary Team meetings	Monthly MDT meetings were conducted in September, November, and December 2008 and January 2009. No monthly meeting was held in October, as the Project Coordinator position was vacant at that time. Meetings were changed to quarterly in February to accommodate monthly Case Reviews. Quarterly meetings were conducted in February, May, and another is scheduled for August 2009.
Conduct quarterly MDT Steering Committee Meetings for the Heads of funded agencies	Quarterly Steering Committee Meetings were conducted in November 2008, and February and May 2009. Another meeting is scheduled for August 2009.

Goal 2: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> Number of domestic-related offenses reports to law enforcement. 1617 (LE section of data report) Number of these reports in which victim was informed of rights. 1617 (LE section of data report) Number of these reports in which victims were referred to victim service agency. 1617 (LE section of data report) Narrative on status: <u>100% of victims in McLean County were notified of their rights and referred to victim service agencies.</u>

Objective	Performance Indicator
<p>80 percent of domestic-violence victims that seek services will be served.</p>	<ul style="list-style-type: none"> • Number of victims served. 426 (VS section of data report) • Number of victims partially served 160 (VS section of data report) • Number of victims not served 0 (VS section of data report) • Narrative on status: <u>100% of victims seeking service were served. 73% were fully served, and 27% were partially served due to the fact that the McLean County judiciary now requires victims to have their attorney present if there has been a recent divorce or family case. Victim Advocates could not provide in court legal advocacy for victims in these cases.</u>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of domestic related incident reports 981* (LE section of data report) • Number of domestic related cases/incidents investigated 981* (LE section of data report) • Number of domestic-related reports in which digital photographs were collected 908 (LE section of data report) • Narrative on status: <u>*Due to a change in the quarterly data report, the number of photographs taken was not reported for the April-June quarter. Therefore, the 908 pictures taken were for Sept-March. The number of incidents for Sept-March is 981. For that 3 quarter time frame, 93% of cases had digital photographs collected.</u>
<p>80 percent of Orders of Protection filed will be granted.</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 680 (VS and Prosecution section of data report) • Number of Orders of Protection granted 502 (VS and Prosecution section of data report) • Narrative on status: <u>74% of Orders of Protection requested were granted. Interestingly 100% of OPs requested by prosecutors in criminal court were granted, both EOP and POP. However, when requested in civil court by Domestic Violence Advocates, 85% of EOPs were granted, while only 16% of POPs were granted.</u>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 520 (LE section of data report) • Number of domestic-related arrests referred for prosecution 377 (LE section of data report) • Narrative on status: <u>73% of domestic-related arrests were referred for prosecution. Most often this is due to victim refusal to give a statement or have pictures taken of their injuries, and there being insufficient evidence to pursue charges without the statement.</u>

Objective	Performance Indicator
<p>90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary</p>	<ul style="list-style-type: none"> • Number of domestic related case referrals received 544 (Prosecution section of data report) • Number of domestic related cases in which charges were filed 546 (Prosecution section of data report) • Number of domestic related cases in which an affirmative decision was made not to file charges 0 (Prosecution section of data report) • Number of domestic related cases transferred to a higher or lower court 0 (Prosecution section of data report) • Narrative on status: <u>100% of cases referred to the SAO were charged.</u>
<p>85 percent of victims will receive legal advocacy services</p>	<ul style="list-style-type: none"> • Number of victims served 586 (VS section of data report) • Number of victims receiving legal advocacy services 537 (VS section of data report) • Number of victims assisted with Order of Protection 261 (VS section of data report) • Narrative on status: <u>92% of funded victims served received legal advocacy services.</u>
<p>40 percent of cases will be charged as felonies</p>	<ul style="list-style-type: none"> • Number of domestic related misdemeanor charges 499 (Prosecution section of data report) • Number of domestic related felony charges 135 (Prosecution section of data report) • Narrative on status: <u>21% of charges filed were felony charges. This is due primarily to the fact that most domestics charged in are first time offenses. The biggest issue with this statistic is that the question asks for cases, but the data is for charges. Most felony cases have accompanying misdemeanor charges, which would mean overlap in the charges vs. cases. Additionally, any first time offense that does not have an aggravating factor must be charged as a misdemeanor, and the vast majority of cases fall into this category.</u>

Objective	Performance Indicator
<p>80 percent of offenders will receive intense probation services</p>	<ul style="list-style-type: none"> • Number of unduplicated count of cases receiving probation services 157 (P/P section of data report) • Number of face to face meetings with offender 1034 (P/P section of data report) • Number of telephone contacts with offender 561 (P/P section of data report) • Number of unscheduled surveillances of offender 297 (P/P section of data report) • Narrative on status: <u>100% of domestic violence offenders placed on probation receive intense probation services. Data for Sept 08 through June 09 shows that on average probation officers met with DV offenders 7 times each, talked to each offender 4 times on the phone, and performed 2 unscheduled surveillances on each offender.</u>

III. STATEMENT OF PROBLEM

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

1. Victims that have not received services. Many victims are unaware of or do not participate in services available in our community. This occurs, in part, due to a lack of understanding of the programs available and fear of the unknown. As a result, the victim remains in the abusive relationship because she feels trapped. Current state budget cuts to many violence prevention and intervention agencies increase the likelihood that some victims will go unserved.

2. Victims hostile to prosecution. A lack of understanding or distrust of the court system and dependence upon or fear of their abuser cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce fear of the court system. Our Case Review process has also been extremely helpful with this, as we agree upon the message that can be conveyed to the victim and other interested parties. This allows the victim the information and support they need, and minimizes misinformation that can sometimes cause a rift between the victim/victim advocates and prosecution.

3. Rapidly growing Spanish speaking population not receiving services due to language barriers. The Hispanic community has grown by nearly 40% in the last decade in McLean County. However, the majority of service providers still do not have Spanish speaking personnel. While there are agencies that provide bilingual and/or translation services, there

simply are not enough qualified bilingual service providers to meet the ever-increasing need.

4. The elderly continue to suffer as a silent population due to a lack of manpower to conduct aggressive follow-up on suspected abuse. The elderly are among the most vulnerable victims of domestic violence. Because of a sense of embarrassment, dependency on their abuser, or lack of awareness of services, elder abuse often goes unreported. The current cuts in the state budget to fund elder abuse investigations will exacerbate this issue.

5. **Holding the offender accountable for his actions.** There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner, and the funding of probation officers has helped to ensure close monitoring for offenders. However there remains a number of offenders that are discharged unsuccessfully from treatment, many of whom are back in the community in a matter of months. In addition, there is a lack of resources available to monitor the offender during the pre-trial stages to ensure that he is complying with bond conditions and/or order of protection and during the community-based sentencing to ensure that he is complying with probation conditions and/or order of protection.

6. Lack of community education or awareness. Our Multidisciplinary Team (MDT) has coordinated agency efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT has been able to reach a greater number of people in the community to educate them on issues regarding domestic violence. This is an ongoing effort, and as our community expands and grows, so must our outreach efforts. The recent increase in domestic violence due to the economic downturn, the funding issues at the state level, and several high profile and celebrity cases have sparked debate and show a clear need to do more education on victim empathy.

7. Need for education for each new generation of police officers on domestic violence issues. The State's Attorney's office has conducted roll call trainings at the Bloomington and Normal Police Departments, and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges they will face in domestic violence cases and educate them on what evidence is needed for prosecutions, including evidence-based prosecutions. Training for Rural Police Chiefs has been identified as a remaining need by CDV Advocates. Because these victims are isolated geographically, it is important that law enforcement responders share the resources available to them. CDV Advocates will work on scheduling a training to share this information as well as offer their home visit services to follow up with victims in rural McLean County.

8. Recent State budget issues. Due to the current State budget issues, many of our partners have had or will have to make cut backs in services, close programs, and lay off staff. Currently our one of three Batter Intervention Programs have cut all services to female offenders, and cut their male offender program in half. The other two programs are attempting to pick up the slack, but have lost their funding that allowed for sliding scale fees, which will mean the most indigent of offenders will most likely be unable to complete treatment. The DV shelter in town

is in danger of closing down in September if the 50% cut to its DHS funding stands. The family violence prevention programs at two local social service agencies have been cut, leaving our community entirely without prevention services.

IV. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

Goal 1: Improve communication between MDT partners

Objective	Performance Indicator
Review all MDT protocols for effectiveness	<ul style="list-style-type: none"> • Date protocols reviewed • Changes/additions to protocols
Conduct quarterly MDT meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct monthly Case Review meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Conduct quarterly Steering Committee meetings for Heads of funded agencies	<ul style="list-style-type: none"> • Date/number of meetings conducted
MDT members attend Family Violence Coordinating Council meetings	<ul style="list-style-type: none"> • Date/number of meetings conducted
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> • Anecdotal • Number of outreach/education events done

Goal 2: Improve Victim Outreach and Communication

Objective	Performance Indicator
<u>80%</u> of victims in DV cases will receive information/referral sheets from the responding officer	<ul style="list-style-type: none"> • Number of calls for assistance • Number of victim referrals by LE
<u>80%</u> of cases that were responded to will be followed-up on by the DV detective or hire back officer	<ul style="list-style-type: none"> • Number of incident reports • Number of incidents investigated
<u>80%</u> of victims in DV cases that are charged will be referred to victim services by prosecution	<ul style="list-style-type: none"> • Number of cases accepted for prosecution • Number of victim referrals by prosecution
Victim Advocates will provide victim/survivor advocacy to <u>80%</u> of all victims served	<ul style="list-style-type: none"> • Number of victims served and partially served • Number of victims receiving victim/survivor advocacy

Objective	Performance Indicator
Victim Advocates will provide criminal justice advocacy to victims on charged DV cases	<ul style="list-style-type: none"> Number of victims receiving criminal justice advocacy
Victim Service Agency and other MDT members will participate in outreach and education events	<ul style="list-style-type: none"> Anecdotal Number of outreach/education events done

Goal 3: Maintain Services to Victims from Special Populations

Objective	Performance Indicator
<u>100%</u> of victims with limited English proficiency will receive translation services	<ul style="list-style-type: none"> Number of victims with limited English proficiency Number of victims receiving language services
Victims with disabilities will be served	<ul style="list-style-type: none"> Number of victims with disabilities served
Victims from rural areas will be served	<ul style="list-style-type: none"> Number of victims from rural areas served
Elderly victims will be served	<ul style="list-style-type: none"> Number of elderly victims served

Goal 4: Improve Offender Accountability

Objective	Performance Indicator
<u>80%</u> of arrests in DV cases will be predominant aggressor arrests	<ul style="list-style-type: none"> Number of calls for predominant aggressor arrests Number of dual arrests
<u>80%</u> of cases referred for prosecution will be accepted	<ul style="list-style-type: none"> Number of cases referred for prosecution Number of cases accepted for prosecution
<u>80%</u> of offenders will be adjudicated	<ul style="list-style-type: none"> Number of cases disposed Number of cases dismissed
<u>80%</u> of offenders who violate probation will receive a minimum of a written warning	<ul style="list-style-type: none"> Number of probation violations Number of violations where some action was taken
VOOP offenders on GPS will be monitored by Pre-Trial Services	<ul style="list-style-type: none"> Number of VOOP offenders placed on GPS monitoring as a condition of bail Number of these offenders that violated bail once placed on GPS monitoring Number of these offenders that had bail revoked due to violation

Goal 5: Continuing Law Enforcement Education

Objective	Performance Indicator
BPD and MCSO will provide training on DV standard operating procedures for new recruits, and will encourage ongoing professional development on DV	<ul style="list-style-type: none"> • Number of trainings done • Number of officers trained
SAD will do roll call trainings for officers on domestic violence and evidence based practices	<ul style="list-style-type: none"> • Number of trainings done • Number of officers trained
Victim Services Agency will train rural police departments on DV issues specific to the rural victim	<ul style="list-style-type: none"> • Number of trainings done • Number of officers trained

Goal 6: Community Outreach

Objective	Performance Indicator
MDT members will participate in DV awareness activities throughout the year	<ul style="list-style-type: none"> • Number activities/events done • Anecdotal

Unfortunately, the largest issue—state budget cuts—is one that we can do nothing about. It will further limit treatment options for offenders, and services offered to victims. We will work as an MDT to ensure that we have complete information about what community resources ARE available, and work within those constraints to ensure that victims receive the services they need.

V. PROGRAM STRATEGY

Over the course of the next year, the MDT will focus strongly on offender accountability and victim safety, and will look at the possibility of expanding membership. These goals will be accomplished through the following strategies:

- 1) MDT partner Court Services has been working diligently at developing a protocol to ensure compliance with the new Cindy Bischoff Law, which requires that offenders who have violated their orders of protection be assessed for risk of reoffense. Court Services will be providing training to all team members regarding the Domestic Violence Surveillance Protocol and on the ODARA. The cross training of everyone involved will allow for all parties to understand exactly how the protocol and assessment fit into their area of expertise, and hopefully will create

much needed buy-in for the protocol, the assessment, and the Bischoff Law and their ability to keep victims safe. Court Services will also implement a pilot program to allow qualifying indigent VOOB victims cell phones if needed, and qualifying indigent VOOB offenders GPS tracking rather than just being released.

2) The MDT will continue to refine the Case Review process. Currently we have the protocol in place and have been meeting for five months. We have made one adjustment in protocol during that time, and we will continue to evaluate the process and protocol to ensure that Case Reviews are as effective as possible.

3) The MDT will re-evaluate the Lethality Assessment it created. Concerns surfaced about its admissibility in court, as the created assessment has not been tested for reliability and validity. The MDT will determine if it will be more advantageous to use another assessment that has been tested, to have our assessment tested, or to focus on the use of the ODARA as the uniform assessment used for court purposes, and leave the Lethality Assessment to victim advocates for safety planning purposes.

4) The MDT will explore potential expansion of membership. Two particular areas of interest for inclusion are the college/university and health care communities.

5) The MDT will continue to support DV educational and awareness activities in the community. The MDT will participate in It's Time to Talk Day, Domestic Violence Awareness Month, and National Crime Victims' Rights Week.

6) The MDT will continue to look for ways to streamline service delivery for DV victims and close gaps in service.

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
<i>Example: Coordinate the MDT meeting with frontline staff</i>	Month 1	Month 12	Project Coordinator
Conduct quarterly MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and MDT members
Conduct monthly Case Review meetings	Month 1	Month 12	Project Coordinator, SAO, LE, Victim Advocates
Conduct quarterly Steering Committee meetings	Month 1	Month 12	Project Coordinator, Partner agency heads
Attend FVCC, CAEPV and other DV related alliance meetings	Month 1	Month 12	Project Coordinator, MDT members
DVSP and ODARA Training	Month 1	Month 1	Project Coordinator, Court Services, MDT members

Implement a pilot program providing cell phones to indigent VOOB victims and paying for indigent VOOB offenders that would otherwise be released under the DVSP	Month 1	Month 12	Project Coordinator, Court Services
Participation in It's Time to Talk Day and National Domestic Violence Awareness Month	Month 1	Month 2	Project coordinator, MDT members
Participation in National Crime Victims' Rights Week	Month 6	Month 7	Project coordinator, MDT members
Examine the lethality assessment	Month 1	Month 12	Project coordinator, lethality assessment committee
Examine expansion of MDT	Month 1	Month 12	Project coordinator, MDT members

Member Renner/Ahart moved the County Board approve a Request Approval to Renew a Domestic Violence Multi-Disciplinary Team Response Grant from the Illinois Criminal Justice Information Authority - Sheriff's Department; and Request Approval to Renew a Domestic Violence Multi-Disciplinary Team Response Grant from the Illinois Criminal Justice Information Authority - Court Services Department; and Request Approval to Renew a Domestic Violence Multi-Disciplinary Team Response Grant from the Illinois Criminal Justice Information Authority - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motions. Motions carried.

Member Renner stated: The General Report can be found on pages 240-289.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

Member Gordon stated: The General Report can be found on pages 290-301.

PROPERTY COMMITTEE

Member Bostic, Chairman, not present.

Chairman Sorensen stated: There are no items to be presented. The General Report can be found on pages 302-323.

TRANSPORTATION COMMITTEE

Member Hoselton, Chairman, presented the following:

Member Hoselton stated: The General Report can be found on pages 324-336.

REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: I have no items to report. I would be happy to answer questions from any of the Members.

APPROVAL OF BILLS

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

MCLEAN COUNTY BOARD COMPOSITE

October 20, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$284,195.62	\$284,195.62
Finance		\$877,158.23	\$877,158.23
Human Services		\$465,520.72	\$465,520.72
Justice		\$2,419,356.36	\$2,419,356.36
Land Use		\$17,238.31	\$17,238.31
Property		\$3,842,096.60	\$3,842,096.60
Transportation		\$803,362.95	\$803,362.95
Health Board		\$439,122.85	\$439,122.85
Disability Board		\$32,772.18	\$32,772.18
T. B. Board		\$20,492.94	\$20,492.94
Total	\$0.00	\$9,201,316.76	\$9,201,316.76



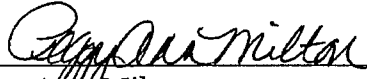
 Matt Sorensen, Chairman
 McLean County Board

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

The meeting was adjourned until November 17, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:18 a.m.

Matt Sorensen
County Board Chairman

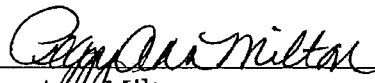


PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of October, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of November, 2009.



PeggyAnn Milton
McLean County Clerk