

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

August 16, 2005

*Subject to approval at  
September 20, 2005  
County Board Meeting*



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**August 16, 2005**

The McLean County Board met on Tuesday, August 16, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

**The following Members answered to roll call:**

Members Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Terry Baggett, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, and Michael Sweeney.

**The following Members were absent:**

Members Bette Rackauskas and Cathy Ahart.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. Member Segobiano stated the following: I would like to pull item 6c1b. Member Sorensen stated the following: I would like to pull the appointment to the Ellsworth Fire Protection District under F3.

The amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, July 26, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of Letting Results from August 16, 2005 – County Project
  - 2) Request Approval of a Local Agency Agreement – White Oak Road (CH 70) – Sec. 00-00182-01-BR
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of case SU-05-13, parcels (18) 07-06-100-001 & 008 for a Special Use to Allow a public stable accessory to a single Family residence in the Agriculture District on property which is located in Hudson Township at 12071 E 2600 North Road, El Paso, IL
    - b) Request Approval of Case SU-05-15, parcels (26) 15-31-400-006 & 007 for a Special Use to allow a Park and Recreation Facility that allows athletes practice fields for football and soccer in the Agriculture District on property which is located in Towanda Township immediately east of Ekstam Drive, approximately ¼ mile west of Towanda Barnes Road and approximately 1/3 mile north of Route 9
  - 2) Subdivision Cases:  
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval of Operating System Software Maintenance Contract with IBM – Information Service
  - 2) Justice Committee
    - a) Request Approval of a Contract Extension for Logan County’s Bed Space at the Juvenile Detention Center – Court Services
  - 3) Finance Committee
    - a) Request Approval of American Disposal Deposit Refund Request – County Clerk

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

1) REAPPOINTMENTS:

**Adrian Drainage District**

George J. Call  
18000 E. 200 North Road  
Heyworth, IL 61745  
(three-year term expiring September 2, 2008)

**Brokaw-Brining-Bailey-Linton Drainage District**

George J. Call  
18000 E. 200 North Road  
Heyworth, IL 61745  
(three-year term expiring September 2, 2008)

**Chenoa Drainage District**

Russell Johnson  
27577 E. 2900 North Rd.  
Chenoa, IL 61726  
(three-year term expiring September 2, 2008)

**Easterbrook Drainage District**

Byron Jones  
37939 E. 900 North Rd.  
Saybrook, IL 61770  
(three-year term expiring September 2, 2008)

**Gridley Drainage District**

Herschel P. Kearney  
206 West 7<sup>th</sup>  
Gridley, IL 61744  
(three-year term expiring September 2, 2008)

**Kumler Drainage District**

Donald W. Wallace  
32665 E. 600 West Rd.  
Arrowsmith, IL 61722  
(three-year term expiring September 2, 2008)

**Lawndale-Cropsey Drainage District**

Jeff Abbey  
41266 E. 2100 N. Rd.  
Cropsey, IL 61731  
(three-year term expiring September 2, 2008)

**Martin Township Drainage District**

Donald Beecher  
35386 E. 1700 North Road  
Colfax, IL 61728  
(three-year term expiring September 2, 2008)

**Normal-Towanda Drainage District**

Gregory Kelley  
911 Spear Dr.  
Normal, IL 61761  
(three-year term expiring September 2, 2008)

**Sabina Drainage District**

Robert Borngasser  
32275 E. 500 North Road  
Arrowsmith, IL 61722  
(three-year term expiring September 2, 2008)

**Sangamon River Drainage District**

Kent Morefield  
10759 N. 3150 East Rd.  
Arrowsmith, IL 61722  
(three-year term expiring September 2, 2008)

**South Empire Drainage District**

Jim Rafferty  
28356 E. Highway 150  
LeRoy, IL 61752  
(three-year term expiring September 2, 2008)

**White Star Drainage District**

Robert Borngasser  
32275 E. 500 North Road  
Arrowsmith, IL 61722  
(three-year term expiring September 2, 2008)

**Yates Drainage District**

Herbert Miller  
611 N. 2<sup>nd</sup>  
Fairbury, IL 61739  
(three-year term expiring September 2, 2008)

3) APPOINTMENTS:

**Normal-Towanda Drainage District**

Robert Fish  
20905 E. 650 North Road  
PO Box 228  
Towanda, IL 61776  
(Completing Three-year term expiring September 4, 2007 –  
replacing Carolyne Park)

**Patton Drainage District**

Terry L. Brown

113 Diana Dr.

Lexington, IL 61753

(three-year term expiring September 2, 2008 – replacing Kenneth Dunahee)

4)

RESIGNATIONS

**Mackinaw Drainage District**

Daniel Stewart

19265 N. 3700 East Rd.

Anchor, IL 61720

**Normal-Towanda Drainage District**

Carolyn Park

6555 E. 850 North Road

Stanford, IL 61774

**Patton Drainage District**

Kenneth Dunahee

30152 E. 2600 N. Rd.

Lexington, IL 61753

**Prairie Creek Drainage District**

Eugene Jiles

32831 E. 750 North Rd.

Arrowsmith, IL 61722

G. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY  
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on August 16, 2005, for a letting held on July 27, 2005 for a McLean County Project, and,

WHEREAS, the Transportation Committee duly approved the bids on August 2, 2005, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following projects:

**2005 MFT MAINTENANCE SECTION:**

**Rowe Construction Co a Div of RA Cullinan & Sons, Inc, Bloomington, Illinois was the successful bidder on the following section:**

McLean County .....Sec. 99-00057-09-DR.....(Incidental).....@ \$ 106,870.00

Michael F. Sweeney, Chairman (date)

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 August 16, 2005.

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 16<sup>th</sup> day of August A.D., 2005.

[SEAL}

Peggy Ann Milton, McLean County Clerk



# McLEAN COUNTY HIGHWAY DEPARTMENT

JULY 27, 2005

McLEAN COUNTY  
SEC. 99-00057-09-DR (INCIDENTAL)

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	McLEAN CO ASPHALT BID BOND UNIT PRICE	McLEAN CO ASPHALT BID BOND TOTAL
Incidental Bit Surf	650	Ton	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$175.00	\$113,750.00
Bit Mat's Pr Ct (MC-30)	1,200	Gal	\$5.00	\$6,000.00	\$5.00	\$6,000.00	\$4.50	\$5,400.00
Bit Mat's Pr Ct (RC-70)	50	Gal	\$5.00	\$250.00	\$25.00	\$1,250.00	\$3.50	\$175.00
Bit Surf Removal 1 1/2"	490	Sq Yd	\$25.00	\$12,250.00	\$35.00	\$17,150.00	\$20.00	\$9,800.00
Temporary Ramps	49	Sq Yd	\$35.00	\$1,715.00	\$30.00	\$1,470.00	\$5.00	\$245.00
BC SC Super "C" N50	50	Ton	\$115.00	\$5,750.00	\$125.00	\$6,250.00	\$175.00	\$8,750.00
				\$100,715.00		\$106,870.00		\$138,120.00
								37.14%
								6.11%

NOTE: Pavement Removal (Special) removed from award  
3700 SY bid @ \$10.00 = \$37,000.00  
Per Agreement low bidder

Local Agency  
McLean County



Section  
00-00182-01-BR

Fund Type  
BRP

State Contract X	Day Labor	Local Contract	RR Force Account
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This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

**Location**

Local Name White Oak Road (C.H. 70) Route FAU 6385 Length 0.0947 Miles

Termini South of College Avenue over Sugar Creek 1293 feet North of Locust Street on the South end and 1793 feet North of Locust Street on the North end

Current Jurisdiction McLean County

**Project Description**

Existing Str. No. 057-0074

Bridge replacement consisting of deck, superstructure, substructure, and slopewall replacement.

Type of Work	Division of Cost				Total		
	FHWA	%	State	%		LA	%
Participating Construction	960,000	( 80 )	( )	( )	240,000	( 20 )	1,200,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 960,000</b>		<b>\$</b>		<b>\$ 240,000.00</b>		<b>\$ 1,200,000</b>

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \$240,000 divided by estimated total cost multiplied by actual progress payment.  
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-092-04	BRM-5227(043)				

### Agreement Provisions

**THE LOCAL AGENCY AGREES:**

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:  

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

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**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Michael F. Sweeney

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

Signature 

Date 8-16-05

**APPROVED**

State of Illinois  
Department of Transportation

By \_\_\_\_\_  
Director of Highways

Date \_\_\_\_\_

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

Local Agency McLean County
Section 00-00182-01-BR

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 Robert and Peggy Lenz in case SU-05-13, parcels (18) 07-06-100-001 & 008. They are requesting a special use to allow a public stable accessory to a single family residence and a detached storage building five feet from the side property line rather than 20 feet as allowed in the Agriculture District on property which is part of Section 6, Township 25N, Range 2E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Hudson Township at 12071 E 2600 North Road, El Paso, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on August 2, 2005 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 25 acre property contains a dwelling and a barn and the property is covered with grass and trees. The property is sloping and hilly and drains to the south. The property has 30 feet of frontage on the southeast side of 2600 East Road, an oil and chip road 20 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north and east contains crop production and pasture. The land to the south is partly in crop production and partly wooded. The land to the west contains a single family residence and is wooded.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are proposing a Public Stable with an indoor riding arena in the Agriculture District on 25 acres. The applicants are requesting a maximum of 15 horses to be boarded at this facility including their own. The applicants are also proposing a detached storage building to be 5 feet from the side property line rather than 20 feet as allowed. The proposed detached storage building will store equipment necessary to maintain the property. There is significant slope and timber on the property. Due to the significant slope and timber in the area, the proposed detached building could not be built if required to meet the 20 foot side yard setback.
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 surrounding properties that are in crop production will continue to be desirable for such use.

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. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well and septic system that has been approved by the County Health Department.
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. It appears that safe site distance can be provided at the existing entrance. The El Paso Township Road Commissioner from Woodford County has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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 there are no more than 15 horses allowed on this parcel and provided one paved handicap parking space is installed.

Therefore this Board recommends that a special use be granted on the property described above to allow the establishment of a public stable accessory to a single family residence and a detached storage building five feet from the side property line rather than 20 feet as allowed and 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, provided there are no more than 15 horses allowed on this parcel and provided one paved handicap parking space is installed.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Rudolph was absent.

Respectfully submitted this 2<sup>nd</sup> day of August 2005, McLean County Zoning Board of Appeals

James Finnigan  
Acting Chair

James Finnigan, Acting Chair  
Tony Wheet  
David Kinsella  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

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 Central Catholic High School in case SU-05-15, parcels (26) 15-31-400-006 & 007. They are requesting a special use to allow a Park and Recreation Facility that allows athletic practice fields for football and soccer in the Agriculture District on property which is part of Section 31, Township 24N, Range 3E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Towanda Township immediately east of Ekstam Drive, approximately ¼ mile west of Towanda Barnes Rd and approximately 1/3 mile north of Route 9.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on August 2, 2005 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 10 acre property is in crop. The property is relatively flat and drains to the north and northwest. The property has 25 feet of frontage on the east side of Ekstam Drive, a concrete street 30 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District. The land to the east and south is in the A-Agriculture District. The land to the north is in the R-2 Mixed Residence District and B-1 Highway Business District in the City of Bloomington. The land to the west is in the R-3 High Density Multifamily Residence District in the City of Bloomington. The land to the north is vacant residential lots. The land to the east and south is in crop production. The land to the west contains multifamily dwellings.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 115 out of 125 points. The site assessment score was 45 out of 175 points. The total LESA score was 160 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed 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 is proposing to use the property for practice fields for high school students. There will be two fields, one for soccer and one for football. The students will use this property during day light hours. There will be no lighting or activities during hours of darkness. The applicants also agree to pave two handicap parking spaces and provide two portable toilets. The applicant is requesting a wavier of the paved parking requirement, but will provide a dust controlled surface.
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 multifamily residences to



the west and the single family residential lots to the north will continue to be desirable for such use.

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. Nearby land that is suitable for crop production, residential, and commercial development will continue to be suitable for both.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant is proposing to provide two portable toilets, at least one of which will be handicap accessible.
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. It appears that safe site distance can be provided at the proposed entrance. The Engineer for the City of Bloomington has indicated that the proposed entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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 two paved handicap parking spaces are installed, provided two portable toilets, one of which will be handicap accessible, are installed, and provided dust is controlled on the site or the access drive shall be paved.

Therefore this Board recommends that a special use be granted on the property described above to allow the establishment of a Park and Recreation Facility that allows athletic practice fields for football and soccer and 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, provided two paved handicap parking spaces are installed, provided two portable toilets, one of which will be handicap accessible, are installed, and provided dust is controlled on the site or the access drive shall be paved.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Rudolph was absent.

Respectfully submitted this 2<sup>nd</sup> day of August 2005, McLean County Zoning Board of Appeals

James Finnigan  
Acting Chair

James Finnigan, Acting Chair  
Tony Wheat  
David Kinsella  
Joe Elble  
Jerry Hoffman  
Michael Kuritz



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

Michael F. Sweeney  
Chairman

August 11, 2005

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Information Services Department to approve the IBM Service Contract for the support and maintenance of the operating system software for the IBM RS6000.

Funds for this expense were appropriated in the Fiscal Year 2005 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

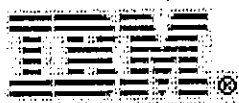
District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sonny Rodgers	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Terry Baggett Cathy Ahart
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District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

**IBM Global Services Proposal for  
AIX Version 4.3.3 Usage Service**

**Prepared for  
McLean County  
LAW & JUSTICE CENTER  
104 W FRONT STREET  
BLOOMINGTON, IL 61701-5005**

**July 27, 2005**

The information in this Proposal may not be disclosed outside of McLean County and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, McLean County will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of McLean County to use information contained in this Proposal if it is obtained from another source without restriction. IBM retains ownership of this proposal.



**IBM Global Services  
1177 Beltline Road  
Coppell, Texas 75019**

## IBM Statement of Work

This Statement of Work ("SOW") describes the work to be accomplished by IBM under the terms and conditions of the IBM Agreement for Acquisition of Support (Z125-6011) and the Addendum for Support (Software Maintenance) for Selected IBM Programs (Z125-6495-04). Mclean County received copies of these documents with Mclean County's Program license. You accept these terms by signing the Signature Document identified in Appendix A of this document.

The details of your order (including the Supported Products to be covered for each machine, your contract period and charges) are all specified below.

Changes to this SOW will be processed in accordance with the Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Support Period, Charges, and other terms of this SOW and/or the IBM Agreement for Acquisition of Support (Z125-6011) and the Addendum for Support (Software Maintenance) for Selected IBM Programs (Z125-6495-04).

The following are incorporated in and made part of this SOW:

- Appendix A - Signature Document
- Supplement for AIX Version 4.3.3 Usage Service.

### 1.0 Key Assumptions

This SOW is based on the following assumptions:

1. Mclean County will have an Addendum for Support (Software Maintenance) for Selected IBM Programs in place for the duration of this SOW for the pSeries machines to be covered by Software Maintenance.
2. Termination of this SOW does not terminate or modify Mclean County's Addendum for Support (Software Maintenance) for Selected IBM Programs contract.
3. Termination of the IBM Agreement for Acquisition of Support or its Addendum for Support (Software Maintenance) for Selected IBM Programs automatically terminates this SOW.
4. Additional Licensed Program Products for AIX 4.3.3 are supported for an additional charge.
5. IBM provides usage assistance via telephone and, if available, electronic access, only to Mclean County's information systems ("IS") technical support personnel during the normal business hours (published prime shift hours) of the IBM support center. (This assistance is not available to Mclean County's end users.
6. On-Site assistance is not provided under this agreement.

### 2.0 Definitions

**Customer Critical Problem (Severity 1)** means a problem for which you have no known work around resulting in a critical disruption in your business operations.

**Full Shift** means 24 hours a day, seven days a week, including national holidays.

**Off Shift** means all hours outside of Prime Shift.

**Prime Shift** means 8 a.m. to 5 p.m. in the local time zone where you receive the Service, Monday through Friday (excluding national holidays).

**Supported Products** means AIX Version 4.3.3, and the following additional Licensed Program products (if purchased as an additional charge and specified in the IBM Supplement for AIX Version 4.3.3 Usage Service

- (a) HACMP v4.4.1
- (b) ESSL v3.2

- (c) Performance Toolbox v3.0
- (d) PSSL v2.2
- (e) PSSP v3.4
- (f) LoadLeveler v2.2
- (g) Parallel Environment v3.1
- (h) GPFS v1.5
- (i) AIXLink v1.1.0

### 3.0 Services Description for AIX Version 4.3.3 Usage

#### 3.1 IBM Responsibilities:

IBM will provide you remote assistance (via telephone from our support center or via an electronic search capability).

##### IBM will:

1. provide you with basic, short duration, remote assistance for installation (or reinstallation), usage and configuration questions;
2. provide assistance with questions regarding product documentation related to the Supported Products as identified in the IBM Supplement for AIX Version 4.3.3 Usage Service.
3. review diagnostic information to assist in isolation of a problem cause (which would include, assistance interpreting traces and dumps for installation problems); and
4. provide assistance on Supported Product known defects for which available corrective service information and program fixes are available and Mclean County is entitled to receive support under the terms of the IBM Program license (this excludes any new discovery requirements).

##### Response Criteria:

We will use commercially reasonable efforts to respond, by telephone, to Service calls from you within two hours during Prime Shift. Our initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift we will use commercially reasonable efforts to respond to Service calls which you specify to be Customer Critical Problems within two hours and all other Service calls within four hours.

### 4.0 Mclean County Responsibilities

You agree to:

1. pay any communications charges associated with accessing this Service unless we specify otherwise;
2. ensure you are properly licensed to all software Supported Products for which you request assistance;
3. ensure that any access codes we provide to you are used only by your authorized personnel;
4. designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point to whom we may direct general technical information pertaining to your Supported Products. Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Product environment to enable effective communication with our support center;
5. provide us with all relevant and available diagnostic information (including product or system information) pertaining to software problems you request assistance with;
6. provide us with appropriate remote access to your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission;

7. use the information obtained under this Service only for the support of the information processing requirements within your Enterprise. You may not resell the Service or use it to provide support to third parties;
8. provide us with written notice of changes to your machine inventory within one month after the change occurs. Such changes may cause a revision to your charges for the Service; and
9. be responsible for promptly obtaining and providing to IBM all Required Consents necessary for IBM to provide the Services described in this SOW. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products you use, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.  
You will indemnify, defend and hold IBM, its subcontractors and majority-owned subsidiaries, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against IBM, alleged to have occurred as a result of your failure to provide any Required Consents. IBM will be relieved of the performance of any obligations that may be affected by your failure to promptly provide any Required Consents to IBM.

## **5.0 Deliverable Materials**

- None

## **6.0 Completion Criteria**

This SOW does not auto renew.

IBM will have fulfilled its obligations under this SOW when one of the following first occurs:

- The Support Period End Date is reached; or
- Mclean County terminates the project with one month written notice to IBM after it has been covered under this SOW for at least three months; or
- Mclean County or IBM terminates the project in accordance with the provisions of the IBM Agreement for Acquisition of Support.

## **7.0 Charges**

Your charges for this service are calculated taking into account the inventory listed in the IBM Supplement for AIX Version 4.3.3 Usage Service. Charges and Terms are as specified in the IBM Supplement for AIX Version 4.3.3 Usage Service.

## **8.0 Project Change Control Procedure**

If a change to this SOW is required, both of us agree to use a Project Change Request (called "PCR") as the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.

The designated lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both of us will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, both of us will sign the PCR which will constitute approval for the investigation charges. IBM will invoice Mclean County for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the IBM Agreement for Acquisition of Support and/or the Addendum for Support (Software Maintenance) for Selected IBM Programs.

A written Change Authorization or PCR must be signed by both of us to authorize implementation of the investigated changes.

## Appendix A: Signature Document

A signature on this page by Mclean County indicates its acceptance of this SOW.

Refer to Section IBM Statement of Work in the *IBM Global Services Proposal for AIX Version 4.3.3 Usage Service* dated July 27,2005.

This proposal is valid through August 16, 2005. If this contract is signed after this date, it is null and void and will not be honored by IBM.

Both of us agree that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Supplement, 2) the IBM Agreement of Acquisition of Support (Z125-6011), and 3) the Addendum for Support (Software Maintenance – Z125-6495-04).

Agreed to:  
**Mclean County**

Agreed to:  
**International Business Machines  
Corporation  
Armonk, New York 10504**

By:

By:

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

Date:

Date:

Customer number: 5643941

Statement of Work number:

Customer enterprise number: 5643902

IBM internal eBid #: NA

Customer address:

IBM Office Address:

LAW & JUSTICE CENTER  
104 W FRONT STREET  
BLOOMINGTON, IL 61701-5005

1177 Beltline Road  
Coppell, TX 75019

Customer Billing Address:

LAW & JUSTICE CENTER  
PO BOX 2400  
104 W FRONT ST 7 FLR  
BLOOMINGTON, IL 61702-2400

Primary Technical contact name:

John Jonky

Primary Technical contact phone number:

(309) 888-5108

Project Name: AIX Version 4.3.3 Usage Service  
Extension

Support Period:

Start Date: 08/17/05

End Date: 12/31/05

Note: All AIX 4.3 Service Extensions will end December 31, 2005.

# IBM Supplement for AIX Version 4.3.3 Usage Service

The terms of the 'IBM Agreement for Acquisition of Support' apply to this transaction.

Name and Address of Customer:  
MCLEAN COUNTY  
LAW & JUSTICE CENTER  
104 W FRONT ST  
BLOOMINGTON IL 61701-5005

Customer Billing Address:  
MCLEAN COUNTY  
LAW & JUSTICE CENTER  
PO BOX 2400  
104 W FRONT ST 7 FLR  
BLOOMINGTON IL 61702-2400

Contract Number:  
Customer Number: 5643941  
Enterprise Number: 5643902

Revised Supplement (Yes/No): NO  
Supplement Effective Date: 7/27//2005  
Supplement Number:  
Special Bids Process Document Number: N/A

Customer Primary Technical Contact Name: John Jonky  
Customer Primary Technical Contact Phone Number: (309) 888-5108

Charge Period Charges/Payment Plan  
Total Charges: \$253.80  
Quarterly Prepay

Charge Period  
Start Date: 08/17/05  
End Date: 12/31/05  
Note: All AIX 4.3 Service Extensions will end December 31, 2005.

IBM will pre-bill upon execution of the contract for the first calendar quarter or portion thereof and quarterly in advance thereafter for the services to be provided in the SOW. If contract completion occurs mid-quarter, the final prepay quarterly billing will be for the remaining quarterly portion.

**This Supplement need not be signed unless either of us request it**

Agreed to:  
McLean County

Agreed to:  
International Business Machines Corporation

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name (print or type): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

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

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



# IBM Supplement for AIX Version 4.3.3 Usage Service

The following Supported Products are covered:  
 AIX v4.3.3 (minimum level 4330-11)

Type	Model	Serial/Order	Qty	Charges	Charges Start	Charges Stop
7026	8F1	262CI	1	\$253.80	08/17/2005	12/31/05



**INFORMATION SERVICES**

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

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

---

**Request for Approval  
of IBM Service Contract**

August 2, 2005

To the Honorable Members of the McLean County Executive Committee:

Attached is an IBM Service Contract for support and maintenance of the operating system software associated with our RS6000. This machine runs the integrated criminal justice application. The funds are available in FY 2005 and part of the Fiscal Year 2005 approved budget. The amount of \$253.80 extends our support through December of this year; Information Services expects to migrate from this operating system to the next higher level within that timeframe.

Thank yo

A handwritten signature in cursive script, appearing to read "Craig Nelson", written in black ink.

Craig Nelson  
Director, McLean County Information Systems

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Logan has used all of the detention days provided for in the first and second contracts for the year 2005; and

**WHEREAS**, The County of Logan is in need of additional detention days; and

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

**NOW THEREFORE** the County of McLean and The County of Logan agree as follows:

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

One hundred fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

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

## **VII. TRANSPORTATION**

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

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

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

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

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

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

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

## **IX. LIABILITY**

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

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

Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

**X. SEVERABILITY**

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

**XI. SUPERSEDES OTHER AGREEMENTS**

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

**XII. ABIDE BY LAWS**

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

**XIII. AMENDMENT OF AGREEMENT**

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

**XIV. NOTICES**

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

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

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, Illinois 62656

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on July 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

Michael F. Sweeney  
 Chairman

August 11, 2005

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

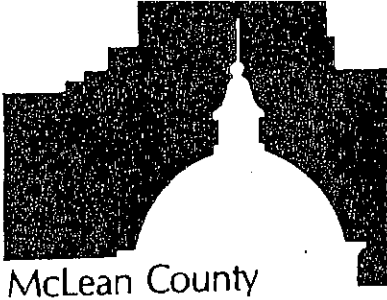
Your FINANCE COMMITTEE herewith respectfully recommends approval of the Recommendation from the County Auditor to refund \$122,087.00 to American Disposal Services in accordance with the provisions of the County's Pollution Control Facilities ordinance. The amount to be refunded to American Disposal Services is the balance on hand after all expenses for the review of the landfill expansion application have been paid by the County.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

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





JACKIE DOZIER  
COUNTY AUDITOR

(309) 888-5151

104 W. Front • Room 602 • P.O. Box 2400 • Bloomington, Illinois 61702-2400

---

Date: July 14, 2005

To: The Honorable Members of the Finance Committee

Re: American Disposal Expansion Deposit

Attached are copies of the checks written by McLean County to cover American Disposal's expenses attributable to the landfill expansion request.

They are:	The Pantagraph	\$ 598.40
	The Pantagraph	1,461.60
	Kitty Malcom	853.00

Based on a conversation with Eric Ruud today stating that this a list of all expected expenses having to do with this request, I am asking the County Board to approve the refund of \$122,087.00 (\$125,000 deposit minus the above expenses of \$2,913.00) to American Disposal per our agreement.

Submitted by:

Jackie Dozier  
McLean County Auditor

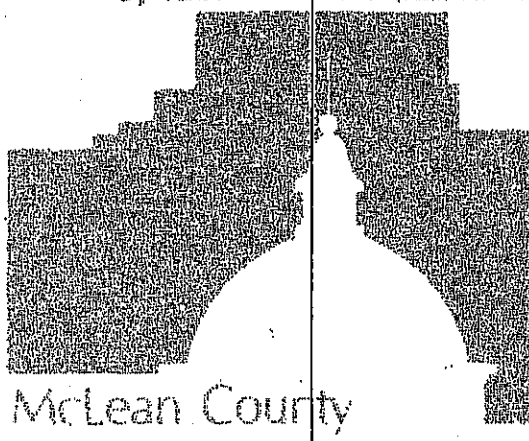
F I N A N C I A L M A N A G E M E N T  
ACCUMULATED TRANSACTION LISTING

Lean County  
DATE 7/14/05  
TIME 12:23:55

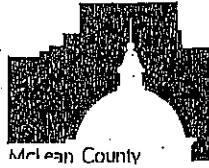
PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
FISCAL YEAR TO DATE:								
=====						=====		
3/L ACCOUNT NUMBER: 0159 0206-0000						Due To Other Funds/Landfil		
=====						=====		
MONTH TOTAL: JANUARY						.00	.00	.00
=====						=====		
MONTH TOTAL: FEBRUARY						.00	.00	.00
=====						=====		
MONTH TOTAL: MARCH						.00	.00	.00
=====						=====		
501341	4/13/2005	501341	AP	AcctsPaybl	PANTAGRAPH CO. CLERK/LANDE	598.40		598.40
501341		501341	AP	AcctsPaybl	PANTAGRAPH CO. CLERK/LANDE	1,461.60		2,060.00
501502	4/27/2005	501502	AP	AcctsPaybl	MALCOM, KI LANDFILL/#2004	853.00		2,913.00
=====						=====		
MONTH TOTAL: APRIL						2,913.00	.00	2,913.00
=====						=====		
MONTH TOTAL: MAY						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: JUNE						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: JULY						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: AUGUST						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: SEPTEMBER						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: OCTOBER						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: NOVEMBER						.00	.00	2,913.00
=====						=====		
MONTH TOTAL: DECEMBER						.00	.00	2,913.00
=====						=====		
Base Acct#/Detl Acct# TOTAL: Other Fund						2,913.00	.00	2,913.00

DATE	INVOICE NO.	NET AMOUNT	DESCRIPTION
3/04/2005	#00000503393	598.40	CO. CLERK/LANDFILL/ACCT# 1027339
3/03/2005	00000500126	1,461.60	CO. CLERK/LANDFILL/ACCT# 1027339

100838 CHECK NO.



McLean County



STATE OF ILLINOIS, McLEAN COUNTY  
BLOOMINGTON, ILLINOIS 61701

100838

2-1  
710 110

\*\*\*\*\*2060 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

DATE

CHECK NO.

AMOUNT

PANTAGRAPH, INCORPORATED  
P.O. BOX 2907  
BLOOMINGTON

4/14/2005

100838

\$2,060.00

IL 61702-2907

NON-NEGOTIABLE

McLEAN CO. TREASURER

McLEAN CO. AUDITOR

Bank One  
Bank One, Illinois, NA

⑈ 100838⑈ ⑆0710000131⑆ 273006999⑈

RECEIVED

 Pantagraph Publishing

#234

APR 12 2005

AUDITOR'S OFFICE

The Pantagraph  
301 WEST WASHINGTON St. P.O. BOX 2907  
BLOOMINGTON, ILLINOIS 61702-2907  
PHONE 309-829-9000

LEGAL ADVERTISING INVOICE - COPY

MCLEAN COUNTY CLERK  
PO BOX 2400  
BLOOMINGTON, IL 617022400

Account Number: 1027339  
Invoice Date: 3/3/2005  
Order Number: 0000500126

*4/12/05 Approved [Signature]*

ACCOUNT #	AD #	INVOICE DATE	DESCRIPTION	Size	TIMES	TOTAL CHARGES
1027339	0000500126	3/3/2005	Pollution Control Site hearing Committee	232.00 li	6	\$ 1,461.60
DATES APPEARED				AMOUNT DUE		\$ 1,461.60
2/17/2005, 2/24/2005, 3/3/2005						

*cc*

KEEP THIS COPY FOR YOUR RECORDS

PAID

APR 14 2005

*This is a landfill expense*

*0159-0206.0000*

<b>APPROVED</b>	
<del>000-0005-0006-0701-0001</del>	
<i>4/12/05</i> Date	<i>Maria [Signature]</i> Name

RECEIVED

Pantagraph Publishing

# 234

APR 12 2005

AUDITOR'S OFFICE

The Pantagraph  
301 WEST WASHINGTON ST. P.O. BOX 2807  
BLOOMINGTON, ILLINOIS 61702-2807  
PHONE 309-829-9000

LEGAL ADVERTISING INVOICE - COPY

MCLEAN COUNTY CLERK  
PO BOX 2400  
BLOOMINGTON, IL 617022400

Account Number: 1027339  
Invoice Date: 3/4/2005  
Order Number: 0000503393

*4/12/05 Approved [Signature]*

ACCOUNT #	AD #	INVOICE DATE	DESCRIPTION	Size	TIMES	TOTAL CHARGES
1027339	0000503393	3/4/2005	Hearing new pollution control facility	2 x 8.00	1	\$ 598.40
DATES APPEARED					AMOUNT DUE	\$ 598.40
3/4/2005						

PAID

APR 14 2005

KEEP THIS COPY FOR YOUR RECORDS

*This is a landfill expense*

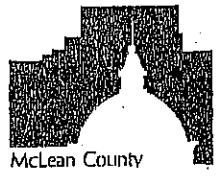
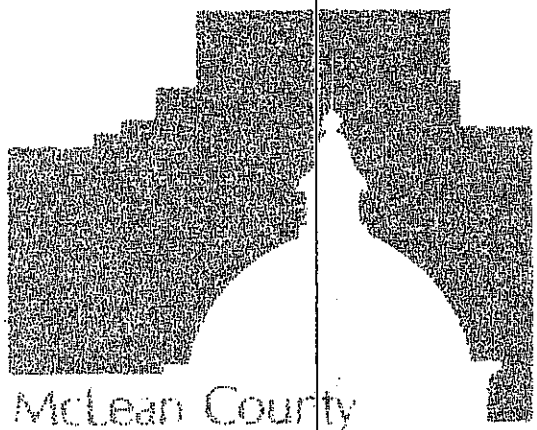
*01.59 - 0206.0000*

<b>APPROVED</b>	
<del>0001-0005-0006-0701-0001</del>	
<i>4/12/05</i> Date	<i>Maria Pascoe</i> Name

4/21/2005 #5197

\$53.00

LANDFILL/#2004 PCF 1 HEARING



STATE OF ILLINOIS, McLEAN COUNTY  
BLOOMINGTON, ILLINOIS 61701

101472

2-1  
710 110

\*\*\*\*\*853 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

DATE

CHECK NO.

AMOUNT

MALCOM, KITTY  
MALCOM REPORTING SERVICE  
1310 E. IRONWOOD COUNTRY CLUB  
NORMAL IL 61761-5220

4/28/2005

101472

\$853.00

NON-NEGOTIABLE

McLEAN CO. TREASURER

McLEAN CO. AUDITOR

Bank One  
Bank One, Illinois, NA

0710000134 2730069990

Kitty Malcom d/b/a MALCOM REPORTING  
1310 E. Ironwood CC Drive  
Normal, IL 61761  
309/454-3378, cell 830-0957

#9902

DATE: 4/21/05

TO: Eric Ruud,  
Legal Counsel, McLean County  
Government Center  
115 E. Washington, P.O. Box 2400  
Bloomington, IL 61702-2400

RE: Hearing - Siting application for expansion of  
the ADS/McLean County Landfill #2  
#2004 PCF 1

I N V O I C E

DESCRIPTION

AMOUNT

COURT REPORTING SERVICES

03/10/05 SITE HEARING TRANSCRIPT  
(original transcript; ASCII; attendance,  
full day)

TOTAL DUE UPON RECEIPT

\$ 853.00

THANK YOU!

\*\*\* THIS INVOICE IS DUE UPON RECEIPT \*\*\*

PAID

APR 28 2005

RECEIVED

APR 21 2005

AUDITOR'S OFFICE

0159-0206.0000

**WILLIAM A. YODER**


McLean County State's Attorney

**Eric T. Ruud**  
First Assistant State's Attorney

Government Center  
115 East Washington Street  
Suite 401, P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5110  
Fax: (309) 888-5111  
E-mail: [eric.ruud@mcleancountyl.gov](mailto:eric.ruud@mcleancountyl.gov)

**MEMO**

TO: Jackie Dozier  
McLean County Auditor

FROM: Eric T. Ruud 

RE: **Court Reporter's Bill for Transcript**  
ADS of Illinois, Inc. Landfill Expansion Public Hearing  
Case # 2004.PCF 1

DATE: April 21, 2005

Enclosed is the invoice from Kitty Malcom for the transcript she prepared in the recent landfill expansion hearing. Under the County's Pollution Control Facilities Ordinance, her bill should be paid from the application fee submitted by ADS of Illinois, Inc. on December 10, 2004. Section 33.18 of the Ordinance provides that court reporter fees may be directly submitted by the County Auditor to the County Board for approval of payment without the need for preliminary approval by the County Administrator.

I will appreciate it very much if you could submit this invoice to the County Board for approval at their May 17, 2005 meeting. If you have any questions or concerns, just let me know. Thanks!

Enclosure

Cc: John Zeunik

0159-0206.0000

**PAID**  
APR 28 2005

**RECEIVED**

APR 21 2005

**AUDITOR'S OFFICE**



STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GEORGE J. CALL  
AS A COMMISSIONER OF THE  
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of George J. Call on the Adrian Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

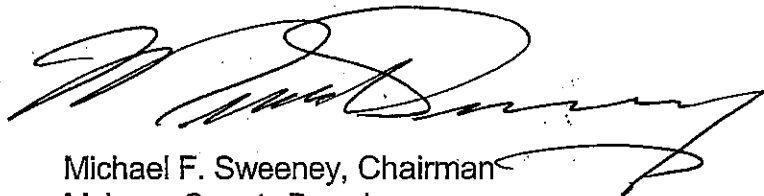
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George J. Call as a Commissioner of the Adrian Drainage District for a term to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to George J. Call and A.J. Rudasill, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GEORGE J. CALL  
AS A COMMISSIONER OF THE  
BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of George J. Call on the Brokaw-Brining-Bailey-Linton Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

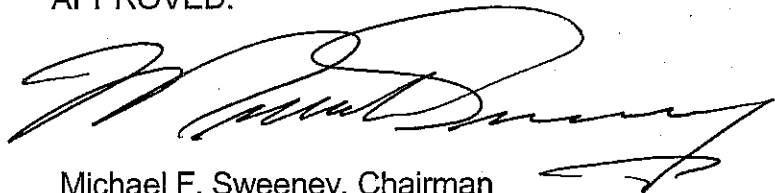
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George J. Call as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District for a term to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to George J. Call and John L. Pratt, Attorney for the District.

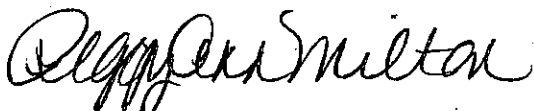
Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF McLEAN        )

A RESOLUTION FOR REAPPOINTMENT OF RUSSELL D. JOHNSON  
AS A COMMISSIONER OF THE  
CHENOA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Russell D. Johnson as a Commissioner of the Chenoa Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

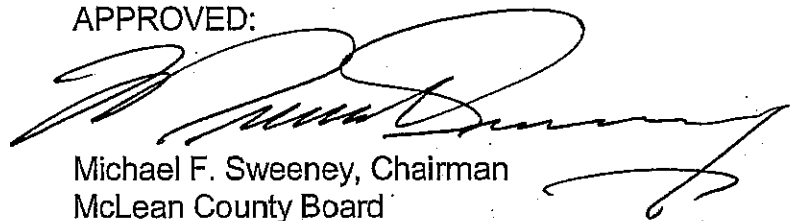
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Russell D. Johnson as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Russell D. Johnson and Mr. Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF HERSCHEL P. KEARNEY  
AS A COMMISSIONER OF THE  
GRIDLEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Herschel P. Kearney as a Commissioner of the Gridley Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

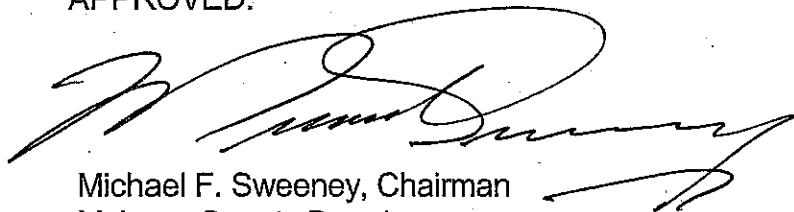
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Herschel P. Kearney as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Herschel P. Kearney and Ben Roth, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DONALD W. WALLACE  
AS A COMMISSIONER OF THE  
KUMLER DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of term of Donald W. Wallace as a Commissioner of the Kumler Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

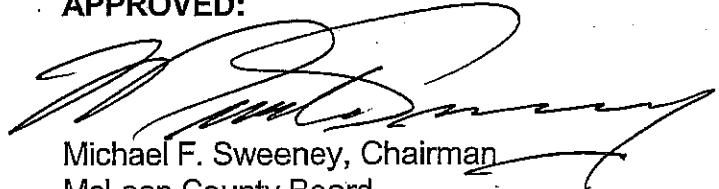
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald W. Wallace as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2008, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Donald W. Wallace and Hunt Henderson, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 16th day of August, 2005.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JEFFREY G. ABBEY  
AS A COMMISSIONER OF THE  
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 6, 2005 of Jeffrey G. Abbey as a Commissioner of the Cropsey-Lawndale Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jeffrey G. Abbey as a Commissioner of the Lawndale-Cropsey Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jeffery G. Abbey and Mr. Tom Brucker, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD BEECHER  
AS A COMMISSIONER OF THE  
MARTIN TOWNSHIP DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Beecher as a Commissioner of the Martin Township Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Beecher as a Commissioner of the Martin Township Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Donald Beecher and James DePew, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

**A RESOLUTION FOR REAPPOINTMENT OF GREGORY KELLEY  
AS A COMMISSIONER OF THE  
NORMAL-TOWANDA DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of term of Gregory Kelley as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

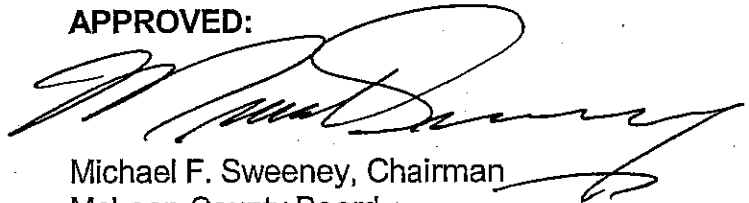
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Thomas Kelley as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2008, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Gregory Kelley and Hunt Henderson, Attorney for the District.

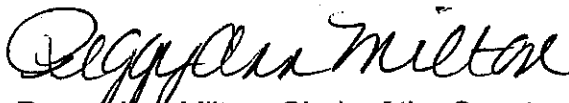
**ADOPTED** by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

E:\ANNAP\TDD\_KELLEY.RES



STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ROBERT BORNGASSER  
AS A COMMISSIONER OF THE SABINA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Robert Borngasser as a Commissioner of the Sabina Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

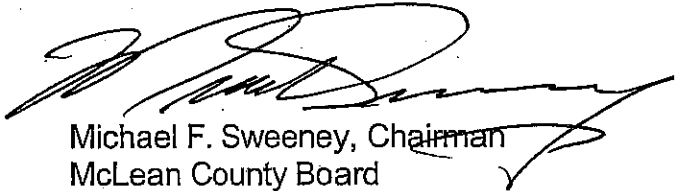
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a Commissioner of the Sabina Drainage District for a term of three years to expire on the first Tuesday in September, 2008, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and John Yoder, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

E:\ANNAPT\DD\_BORNG.RES

No. Clerk

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF KENT MOREFIELD  
AS A COMMISSIONER OF THE  
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Kent Morefield as a Commissioner of the Sangamon River Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

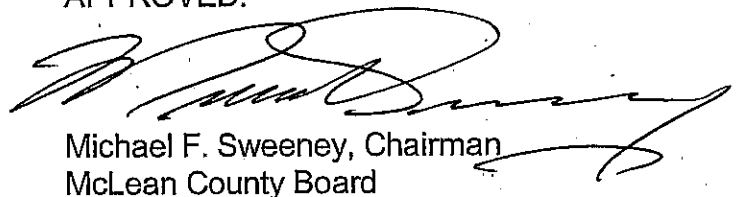
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Morefield as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kent Morefield and Hunt Henderson, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JIM RAFFERTY  
AS A COMMISSIONER OF THE  
SOUTH EMPIRE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Jim Rafferty as a Commissioner of the South Empire Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

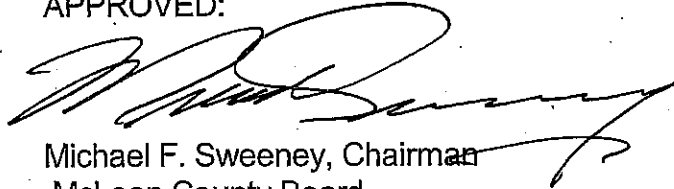
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jim Rafferty as a Commissioner of the South Empire Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jim Rafferty.

Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ROBERT BORNGASSER  
AS A COMMISSIONER OF THE WHITE STAR DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Robert Borngasser as a Commissioner of the White Star Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

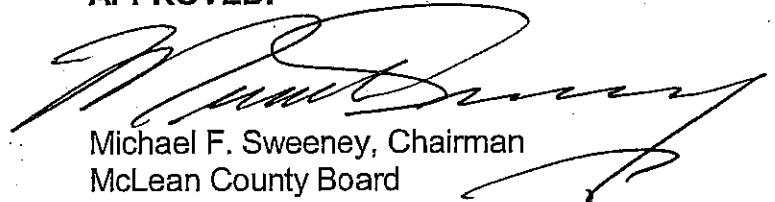
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Borngasser as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2008, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Borngasser and Hunt Henderson, Attorney for the District.

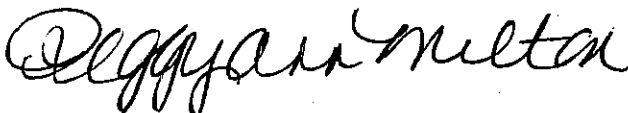
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF HERBERT F. MILLER  
AS A COMMISSIONER OF THE  
YATES DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Herbert F. Miller as a Commissioner of the Yates Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

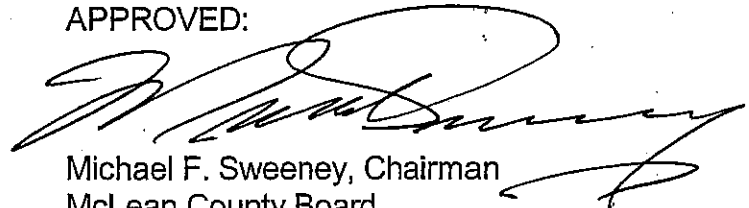
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Herbert F. Miller as a Commissioner of the Yates Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Herbert F. Miller and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF ROBERT FISH  
AS A COMMISSIONER OF THE  
NORMAL-TOWANDA DRAINAGE DISTRICT

WHEREAS, due to the resignation of Carolyn Park as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider an appointment to this position; and,

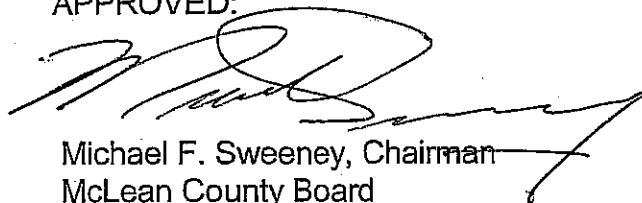
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Robert Fish as a Commissioner of the Normal-Towanda Drainage District to complete a term of three years to expire on the first Tuesday in September, 2007 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Robert Fisher and Hunt Henderson, Attorney for the District.

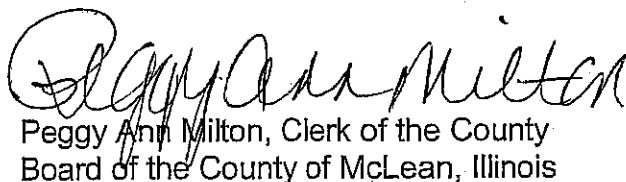
Adopted by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

A RESOLUTION FOR APPOINTMENT OF TERRY L. BROWN  
AS A COMMISSIONER OF THE  
PATTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Kenneth Dunahee as a Commissioner of the Patton Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

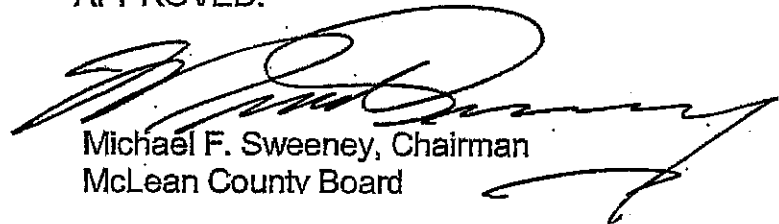
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Terry L. Brown as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Terry L. Brown and Al Freehill, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

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

EXECUTIVE COMMITTEE:  
Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION CALLING for a PUBLIC HEARING  
CONCERNING the INTENT of the  
COUNTY BOARD of the COUNTY of McLEAN, ILLINOIS  
To ENTER into a LEASE AGREEMENT with the  
PUBLIC BUILDING COMMISSION of McLEAN COUNTY, ILLINOIS,  
McLEAN COUNTY, ILLINOIS in the  
PRINCIPAL AMOUNT of \$10,000,000.00

WHEREAS, the County Board of the County of McLean, Illinois (the "County") is a duly organized and existing County created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and,

WHEREAS, the County Board of the County (the "Board") intends to enter into a Lease Agreement (the "Lease") in the principal amount of \$10,000,000.00 with the Public Building Commission of McLean County, Illinois (the "Commission"), McLean County, Illinois, relating to the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois; and,

WHEREAS, the payments required under the Lease will be a general obligation of the County as described in the Bond Issue Notification Act of the State of Illinois, as amended (the "Act"); and,

WHEREAS, the Act requires the Board to hold a public hearing (the "BINA Hearing") concerning the Board's intent to enter into the Lease before adopting a Resolution providing for the approval and execution of the Lease; and,

WHEREAS, the Public Building Commission Act of the State of Illinois, as amended, requires the Board to hold a public hearing (the "PBC Hearing") concerning the Board's intent to enter into the Lease before any taxes can be extended with respect to the Lease; now therefore,

BE IT and IT IS HEREBY RESOLVED by the County Board of the County of McLean, Illinois, as follows:

Section 1. INCORPORATION of PREAMBLES. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does hereby incorporate the preambles into this Resolution by reference.

Section 2. BINA HEARING CALLED. The Board hereby calls the BINA Hearing to be held at 9:00 o'clock P.M. on the 20<sup>th</sup> day of September, 2005, at the Government Center, Room 400, 115 East Washington Street, Bloomington, Illinois, in the County, concerning the Board's intent to approve and execute the Lease and to receive public comments regarding the proposal to approve and execute the Lease.



(2)

Section 3. NOTICE of the BINA HEARING. Notice of the BINA Hearing shall be given by the County Clerk of the County by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the BINA Hearing in *The Pantagraph*, the same being the newspaper of general circulation in the County and (ii) posting said notice at the principal office of the Board at least 48 hours before the BINA Hearing

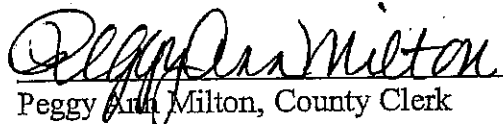
Section 4. FORM of BINA NOTICE. Notice of the BINA Hearing shall be in substantially the following form:

NOTICE of PUBLIC HEARING CONCERNING the INTENT  
Of the COUNTY BOARD of the COUNTY of McLEAN, ILLINOIS  
To APPROVE and EXECUTE a LEASE in the  
PRINCIPAL AMOUNT of \$10,000,000.00

PUBLIC NOTICE IS HEREBY GIVEN that the County Board of the County of McLean, Illinois (the "County") will hold a public hearing on the 20<sup>th</sup> day of September, 2005, at 9:00 o'clock A.M. The hearing will be held at 9:00 A.M. at the Government Center, Room 400, 115 East Washington Street, Bloomington, Illinois. The purpose of the hearing will be to receive public comments on the proposal by the County to enter into a Lease Agreement in the principal amount of \$10,000,000.00 with the Public Building Commission of McLean County, Illinois, McLean County, Illinois, relating to the renovation and improvements to the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois. The payments required under the Lease Agreement will be a general obligation of the County.

By order of the County Board of the County of McLean, Illinois.

DATED the 16<sup>th</sup> day of August, 2005.

  
Peggy Ann Milton, County Clerk

Section 5. BINA HEARING REQUIREMENTS. At the BINA Hearing, the Board shall explain the reasons for the Lease and permit any persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt a Resolution approving the Lease for a period of seven (7) days after the final adjournment of the BINA Hearing.

Section 6. PBC HEARING CALLED. The Board hereby calls the PBC Hearing to be held at 9:15 o'clock A.M. on the 20<sup>th</sup> day of September, 2005, at the Government Center, Room 400, 115 East Washington Street, Bloomington, Illinois, in

(3)

the County, concerning the Board's intent to levy and have extended taxes to make the rental payments due on the Lease and to receive public comments with respect thereto.

Section 7. NOTICE of the PBC HEARING. Notice of the PBC Hearing shall be given by the County Clerk by publication at least once at least fifteen (15) days before the date of the PBC Hearing in *The Pantagraph*, the same being a newspaper of general circulation in the County.

Section 8. FORM of PBC NOTICE. Notice of the PBC Hearing shall be in substantially the following form:

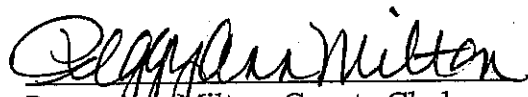
NOTICE of PUBLIC HEARING on LEASE,  
between the COUNTY of McLEAN, ILLINOIS and the  
PUBLIC BUILDING COMMISSION of McLEAN COUNTY, ILLINOIS,  
McLEAN COUNTY, ILLINOIS

A public hearing regarding a lease between the County of McLean, Illinois, as lessee, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois, as lessor, will be held by the County Board of said County on the 20<sup>th</sup> day of September, 2005, at 9:15 o'clock A.M. at the Government Center, Room 400, 115 East Washington Street, Bloomington, Illinois. The largest yearly rental payment set forth in the lease will not exceed \$2,000,000.00. The maximum length of the lease is 10 years.

The purpose of the lease is to renovate and improve the McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, a building that is currently leased by the County from the Public Building Commission of McLean County, Illinois, and is used to house the Eleventh Judicial Circuit Court, McLean County, various County offices, and the McLean County Adult Detention Center.

By order of the County Board of the County of McLean, Illinois.

Dated this 16<sup>th</sup> day of August, 2005.

  
Peggy Ann Milton, County Clerk

Section 9. PBC HEARING REQUIREMENTS. At the PBC Hearing all persons residing or owning property in the County shall have an opportunity to be heard orally, in writing, or both.

Section 10. SEVERABILITY  
of this Resolution shall be held to be inv

aph, clause or provision  
or any reason, the

(4)


invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

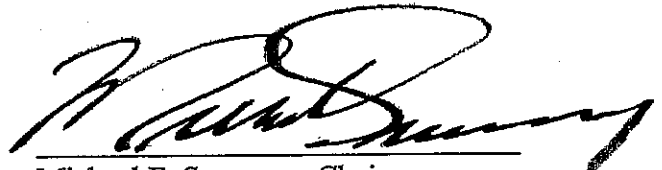
Section 11. REPEAL. All Resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of August, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

STATE OF ILLINOIS        }  
                                  } SS  
COUNTY OF McLEAN       }

CERTIFICATE OF MINUTES

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 16<sup>th</sup> day of August, 2005, insofar as same relates to the adoption of a Resolution entitled:

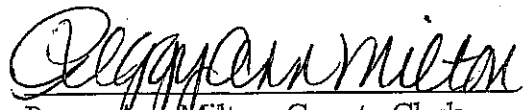
RESOLUTION CALLING for a PUBLIC HEARING  
CONCERNING the INTENT of the COUNTY BOARD of  
the COUNTY of McLEAN, ILLINOIS to ENTER into a LEASE  
AGREEMENT with the PUBLIC BUILDING COMMISSION of  
McLEAN COUNTY, ILLINOIS, McLEAN COUNTY, ILLINOIS  
In the PRINCIPAL AMOUNT of \$10,000,000.00

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

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this 16<sup>th</sup> day of August, 2005.


{SEAL}

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois



August 5, 2005

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

From: John M. Zeunik 

Re: Resolution Calling for Public Building Commission Bond Issue Notification Act (BINA) Public Hearing

The Public Building Commission Act (the "Act") requires that a public hearing be called and held in connection with the proposed Lease Agreement in the principal amount of \$10,000,000.00 between the County and the Public Building Commission (the "Commission") of McLean County, Illinois, McLean County, Illinois, as lessor, relating to the renovation and improvements to the Law and Justice Center. In accordance with the Act, the maximum dollar amount of the project and the maximum annual lease payment must be included in the Resolution. The Act permits the Commission to issue fewer bonds, but the Commission is prohibited from issuing more bonds than the amount specified in the Resolution and the BINA Notice of the Public Hearing.

The attached Resolution sets the maximum dollar amount of the project at \$10,000,000.00. The dollar amount listed in the Resolution has been set to comply with the provisions of the Act. The architect and engineer estimate that the total project for the renovation and improvements to the Law and Justice Center will cost approximately \$8.5-\$9.0 million.

As shown on the attached exhibits, the County has two alternatives for issuing bonds to finance the renovation and improvements to the Law and Justice Center. The Commission can issue general obligation, tax-exempt bonds with the first debt service payment due in the first year after issuance. This alternative will increase the County's total annual debt service payments by the fixed amount of the payment due on the Law and Justice Center renovation project for two years. When the final debt service payment for the Law and Justice Center expansion project is made in 2007, the County's total annual debt service payments will decrease by \$2,115,613.00. The second alternative is for the Commission to issue general obligation, tax-exempt bonds with two years of zero-coupon bonds. This financing structure will maintain the County's present annual debt

The Honorable Chairman and Members of the Executive Committee  
August 5, 2005  
Page Two

service payment amount for two years or until the final payment on the Law and Justice Center expansion bonds is paid in 2007. After 2007, the County's total annual debt service will increase by the amount of the debt service payment due on the bonds issued for the renovation and improvements to the Law and Justice Center.

Should you have any questions concerning the BINA Resolution, the proposed financing, or the remodeling project at the Law and Justice Center, please call me at 888-5110.

Thank you.

**TENTATIVE TIME TABLE**

 MC LEAN COUNTY PBC  
 McLean County, Illinois

Tuesday	08/16/05	County - regular meeting - approves resolution setting 09/20/05 for Lease Hearing and the Public Hearing regarding non-referendum Bonds (BINA hearing). The maximum dollar amount of the project and the maximum annual lease payment must be known at this time. Fewer Bonds can ultimately be issued but not more than the amount in this notice.
Between	08/21/05 09/05/05	County publishes notice of Lease and BINA Hearings once in the classified section of The Pantagraph.
Tuesday	09/06/05	PBC - regular meeting - Bond Registrar/Paying Agent is Heartland Bank. First draft of the Official Statement is done and being circulated at First Midstate.
Friday	09/16/05	Draft O.S. mailed to PBC Commissioners and County Administrator.
Tuesday	09/20/05	County - regular meeting, conducts BINA Hearing and Lease Hearing. O.S. changes/revisions in from PBC and County.
Tuesday	10/04/05	PBC regular meeting. Bids for project are opened and size of Bond issue is determined.
Wednesday	10/05/05	Official statement goes to printer.
Friday	10/07/05	Official statement is mailed to potential bidders. Materials are sent to Moody's and/or Standard & Poor's and/or Bond insurance companies.
Tuesday	11/01/05	11:00 A.M. Bond Sale PBC regular meeting. Adopt Bond Ordinance and approve Lease.
Tuesday	11/15/05	County - regular meeting approves Lease/Levy Ordinance.
Approximately December 5, 2005		Close Bond issue.

PUBLIC BUILDING COMMISSION regular meetings are held on 1<sup>st</sup> Tuesday of each month at 4:00 p.m.  
 COUNTY BOARD regular meetings are held on 3<sup>rd</sup> Tuesday of each month at 9:00 a.m.

06/28/05

McLEAN COUNTY PUBLIC BUILDING COMMISSION, McLean County, Illinois

EST. MAX. RATE: 5.000% 2004 E.A.V.: \$2,782,765,456

AMOUNT: \$8,300,000 PBC Revenue Bonds

DATED: 01-Oct-05

DATE	PRINCIPAL	INTEREST	PRINC & INT LEVY	PRIOR P&I LEVIES	TOTAL ALL LEVIES*
2004				\$2,068,469	\$2,068,469
2005			\$1,086,083	\$2,087,969	\$3,174,052
11/01/2006	\$440,000	\$449,583	\$1,085,250	\$2,072,500	\$3,157,750
05/01/2007		\$196,500			
11/01/2007	\$710,000	\$196,500	\$1,083,875		\$1,083,875
05/01/2008		\$178,750			
11/01/2008	\$745,000	\$178,750	\$1,085,625		\$1,085,625
05/01/2009		\$160,125			
11/01/2009	\$785,000	\$160,125	\$1,085,375		\$1,085,375
05/01/2010		\$140,500			
11/01/2010	\$825,000	\$140,500	\$1,083,125		\$1,083,125
05/01/2011		\$119,875			
11/01/2011	\$865,000	\$119,875	\$1,083,750		\$1,083,750
05/01/2012		\$98,250			
11/01/2012	\$910,000	\$98,250	\$1,082,125		\$1,082,125
05/01/2013		\$75,500			
11/01/2013	\$955,000	\$75,500	\$1,083,125		\$1,083,125
05/01/2014		\$51,625			
11/01/2014	\$1,005,000	\$51,625	\$1,086,500		\$1,086,500
05/01/2015		\$26,500			
11/01/2015	\$1,060,000	\$26,500			
<b>TOTALS</b>	<b>\$8,300,000</b>	<b>\$2,544,833</b>	<b>\$10,844,833</b>	<b>\$4,160,469</b>	<b>\$15,005,302</b>

\*Levies are for principal & interest payments only and do not include any operation & maintenance expenses.

	First 2 Years	Last 8 Years
AVG. PRINCIPAL & INTEREST NEXT 10 YEARS ON ALL ISSUES =	\$3,165,901	\$1,084,188
AVG. EST. TAX RATE PER \$100 OF A.V. NEXT 10 YEARS ON ALL ISSUES =	11.38 ¢	3.90 ¢
LESS 2004/05 BOND & INTEREST TAX RATE	7.43 ¢	7.43 ¢
NET EST. INCREASE / (DECREASE)	3.95 ¢	-3.53 ¢

S&A V. 28/7/05 (3/1/2)

\$8,300,000 PBC BONDS  
SCHEDULE 8300-10C  
June 17, 2005



McLEAN COUNTY PUBLIC BUILDING COMMISSION, McLean County, Illinois  
 EST. RATE: 5.250% 2004 E.A.V.: \$2,782,765,456  
 AMOUNT: \$8,300,000 PBC Revenue Bonds (Capital Appreciation Bonds)  
 DATED: 01-Oct-05

DATE	PRINCIPAL	INTEREST	PRINC & INT LEVY	PRIOR P&I LEVIES	TOTAL ALL LEVIES*
2004				\$2,068,469	\$2,068,469
2005			0.00	\$2,087,969	\$2,087,969
11/01/2006	0.00	0.00	0.00	\$2,072,500	\$2,072,500
05/01/2007					
11/01/2007	0.00	0.00	\$1,450,000		\$1,450,000
05/01/2008					
11/01/2008	\$1,235,864.00	\$214,136.00	\$1,450,000		\$1,450,000
05/01/2009					
11/01/2009	\$1,173,456.00	\$276,544.00	\$1,450,000		\$1,450,000
05/01/2010					
11/01/2010	\$1,114,180.00	\$335,820.00	\$1,450,000		\$1,450,000
05/01/2011					
11/01/2011	\$1,057,920.00	\$392,080.00	\$1,450,000		\$1,450,000
05/01/2012					
11/01/2012	\$1,004,487.50	\$445,512.50	\$1,450,000		\$1,450,000
05/01/2013					
11/01/2013	\$953,752.00	\$496,248.00	\$1,450,000		\$1,450,000
05/01/2014					
11/01/2014	\$905,597.50	\$544,402.50	\$1,440,000		\$1,440,000
05/01/2015					
11/01/2015	\$853,920.00	\$586,080.00			
<b>TOTALS</b>	<b>\$8,299,177.00</b>	<b>\$3,290,823.00</b>	<b>\$11,590,000</b>	<b>\$4,160,469</b>	<b>\$15,750,469</b>

\*Levies are for principal & interest payments only and do not include any operation & maintenance expenses.

	First 2 Years	Last 8 Years
AVG. PRINCIPAL & INTEREST NEXT 10 YEARS ON ALL ISSUES =	\$2,080,235	\$1,448,750
AVG. EST. TAX RATE PER \$100 OF A.V. NEXT 10 YEARS ON ALL ISSUES =	7.48 ¢	5.21 ¢
LESS 2004/05 BOND & INTEREST TAX RATE	7.43 ¢	7.43 ¢
	0.05 ¢	-2.22 ¢

SAV No Change (2-17-05)

\$8,300,000 PBC REVENUE BONDS  
 SCHEDULE 8300-10  
 June 17, 2005

Year	Law & Justice Center	Government Center	Total PBC Payments	Alternative #2 Law & Justice Center Renovations/Remodel	Total PBC Payments Including Alternative #1	Increase in PBC Payment	Savings Available for Old Courthouse Work
2006	\$2,115,613	\$429,176	\$2,544,789	\$0	\$2,544,789	\$0	\$0
2007	\$2,115,613	\$429,176	\$2,544,789	\$0	\$2,544,789	\$0	\$0
2008		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2009		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2010		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2011		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2012		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2013		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2014		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2015		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2016		\$429,176	\$429,176	\$1,450,000	\$1,879,176	\$1,450,000	\$665,613
2017		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
2018		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
2019		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
2020		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
2021		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
2022		\$429,176	\$429,176	\$0	\$429,176	\$0	\$0
<b>TOTAL:</b>	<b>\$4,231,226</b>	<b>\$6,866,816</b>	<b>\$11,098,042</b>	<b>\$11,600,000</b>	<b>\$22,698,042</b>		

Year	Law & Justice Center	Government Center	Total PBC Payments	Alternative #1 Law & Justice Center Renovations/Remodel	Total PBC Payments Including Alternative #1	Increase in PBC Payment	Savings Available for Old Courtthouse Work
2006	\$2,115,613	\$429,176	\$2,544,789	\$1,086,500	\$3,631,289	\$1,086,500	\$0
2007	\$2,115,613	\$429,176	\$2,544,789	\$1,086,500	\$3,631,289	\$1,086,500	\$0
2008		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2009		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2010		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2011		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2012		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2013		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2014		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2015		\$429,176	\$429,176	\$1,086,500	\$1,515,676	\$1,086,500	\$1,029,113
2016		\$429,176	\$429,176	\$1,086,500	\$429,176	\$0	\$0
2017		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
2018		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
2019		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
2020		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
2021		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
2022		\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0
TOTAL:	\$4,231,228	\$8,868,816	\$11,098,042	\$10,865,000	\$21,963,042		

Members Sorensen/Renner moved the County Board approve a Request for Approval of Resolution Calling for Public Hearing concerning the Intent of the County Board to Enter into a Lease Agreement with the Public Building Commission of McLean County – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**AMENDMENT TO THE LIQUOR CONTROL ORDINANCE**

WHEREAS, the McLean County Board adopted a Liquor Control Ordinance on November 18, 1980, which has been subsequently amended; and

WHEREAS, the McLean County Liquor Control Commission has recommended that certain amendments be enacted governing the existence, regulation and licensing of outdoor gardens where alcoholic beverages are consumed; and

WHEREAS, the McLean County Board deems it necessary to amend the Liquor Control Ordinance to ensure that the public health, safety and welfare is protected; now therefore,

BE IT ORDAINED that the Liquor Control Ordinance be amended as follows:

1. That in Section 31.01, a definition for outdoor garden be added as follows:  
  
    “Outdoor Garden – an approved and licensed outdoor area immediately adjacent to the premises where alcoholic beverages are sold and consumed and where such premises holds a current and valid Class A, B or D liquor license.
2. That in Section 31.15 the words “Chapter 43, Paragraph 127 of the Illinois Revised Statutes” be deleted and replaced with “235 ILCS 5/6-11”.
3. That in Section 31.17 the word “and” before the “D” be deleted and replaced with “and G” after the “D”.
4. That the provisions of Section 31.19(F) be deleted and the section number be RESERVED.
5. That a new Section 31.19(G) be added as follows:  
  
    “(G) Class G License: Class G licenses shall authorize the retail sale of alcoholic beverages in outdoor gardens as defined in this Ordinance for consumption in the outdoor gardens. Class G licenses may only be issued to holders of Class A, B or D licenses.”
6. That Section 31.20 be amended by adding the following:  
  
    “Class G License - \$500.00 in addition to fee for Class A, B or D license”
7. That in Section 31.21 the word “and” before the “D” be deleted and replaced with “and G” after the “D”. In addition, the word “ad” shall be deleted and replaced with the word “and”.

8. That a new Section 31.23 be added as follows:

“31.23 APPLICATION CONTENTS - CLASS G. Applications for a Class G license shall be filed with the application for a Class A, B or D license under the terms of this Ordinance and shall contain the following:

(A) A statement that the applicant is making application for a Class A, B or D license in addition to a Class G license.

(B) A statement whether applicant has made application for a liquor license on the same or other outdoor gardens which has been either denied, suspended or revoked and the date and place of such revocation, suspension or denial with reasons thereof.

(C) A statement that the applicant is completely familiar with the terms and provisions of Chapter 26 of the McLean County Revised Code entitled “Food Service”, as amended, and Chapter 40 of the McLean County Revised Code entitled “Zoning Ordinance”, as amended.

(D) A statement that the applicant understands and agrees that the holder of a Class G license shall be the same person or entity that is the holder of a Class A, B or D license for premises immediately adjacent to the outdoor garden.

(E) A statement that the applicant understands and agrees that before a Class G license may be issued, site plans, construction or remodeling plans, operational plans or other information and documentation may be requested for review and approval by the McLean County Health Department and McLean County Building and Zoning Department.

(F) A statement that the applicant understands and agrees that before a Class G license may be issued, the applicant must apply for and obtain a Special Use Permit from the McLean County Board after hearings are conducted by the McLean County Zoning Board of Appeals, and a Building Permit from the Building and Zoning Department in accordance with the requirements of Chapter 40 of the McLean County Revised Code entitled “Zoning Ordinance”, as amended.

(G) A statement that the applicant understands and agrees that the McLean County Liquor Control Commission may require the erection of fences, walls or similar barricades; restrict or prohibit the use of sound amplifying devices; and create conditions to minimize the impact on parking, vehicular traffic and pedestrian traffic prior to issuance of a Class G license.

(H) An approval letter provided by the McLean County Health Department indicating that applicant’s proposed outdoor garden meets the requirements of Chapter 26 of the McLean County Revised Code entitled “Food Service”, as amended.

(I) Copies of a Special Use Permit and a Building Permit issued by the McLean County Building and Zoning Department after hearings have been conducted by the McLean County Zoning Board of Appeals and final approval has been given by the McLean County Board for the proposed outdoor garden.

9. That the former Section 31.23 be re-numbered as Section 31.24.
10. That the former Section 31.24 be re-numbered as Section 31.25.
11. That the former Section 31.25 be re-numbered as Section 31.26.
12. That the former Section 31.26 be re-numbered as Section 31.27.
13. That the former Section 31.27 be re-numbered as Section 31.28.
14. That the former Section 31.28 be re-numbered as Section 31.29.
15. That the former Section 31.29 be re-numbered as Section 31.30.
16. That in Section 31.31 the word "or" before the "E" be deleted and replaced with "or G" after the "E". In addition, the words "or outdoor gardens" shall be added at the end of the sentence.
17. That in Section 31.32-2, the word "sic" be deleted and replaced with the word "six".
18. That a new Section 31.32-2.1 be added as follows:  
  
31.32-2.1 Class G Licenses: An outdoor garden's hours shall be the same as the hours for the Class A, B or D license that is associated with the Class G license holder.
19. That in Section 31.37, the words "or outdoor garden" be added after the word "premises".
20. That in Section 31.38, the words "or outdoor garden" be added after the word "premises".
21. That in Section 31.39, the words "or outdoor garden" be added after the word "premises" in second line and at the end of the sentence.
22. That in Section 31.40, the words "non-outdoor garden" be added before the words "walk-up." In addition, the words "or drive-up" shall be deleted after the words "walk-up". In addition, the following sentence shall be added at the end of this Section:

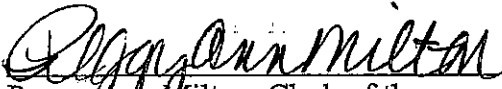
"It shall also be unlawful for any licensee or person acting as agent, servant or employee of such licensee to knowingly deliver any sealed or unsealed, or any unopened or opened containers of any alcoholic beverage at or through any drive-up windows or doors, or openings located on or attached to the premises or outdoor garden."

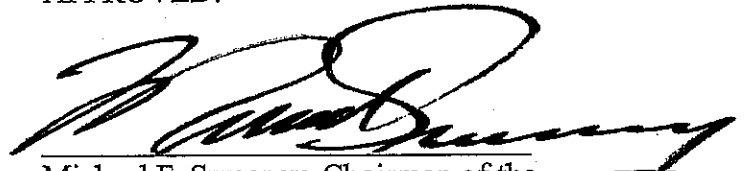
23. That in Section 31.45, the words "or outdoor gardens" be added after the word "premises" in the second line and after the word "premises" in the fourth line.
24. That in Section 31.51(A), the word "have" shall be deleted and replaced with the word "has"

Adopted by the County Board of McLean County, Illinois this 10<sup>th</sup> day of August, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman of the  
McLean County Board

## CHAPTER 31 - LIQUOR

## LIQUOR CONTROL ORDINANCE

The following Liquor Control Ordinance for the territory of McLean County, Illinois, outside the corporate limits of any incorporated city, town or village, be and hereby is adopted.

ARTICLE I  
DEFINITIONS

31.01 The following definitions shall apply to the words when used within this ordinance.

Alcoholic Beverages - Spirits, wine, beer, ale, whiskey, gin, brandy, rum or any distilled or fermented liquid containing more than one-half of one percent alcohol by volume, but for human consumption.

Beer - A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.

Completely Enclosed Building - A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior or party walls, pierced only by windows and normal entrance or exit doors. (Added 6-17-87)

Hours - Shall mean either Central Standard Time or Central Daylight Time, whichever is in effect in McLean County.

Premises - The completely enclosed permanent building wherein the sale and consumption of alcoholic beverages by Class A, B, C, and D licenses occurs. (Added 6-17-86, Amended 6-16-87)

Outdoor Garden - an approved and licensed outdoor area immediately adjacent to the premises where alcoholic beverages are sold and consumed and where such premises holds a current and valid Class A, B or D liquor license.

Retail Sale - Sale for use or consumption and not for resale.

Sale - Transfer, exchange or barter for consideration, including any sale made by any person including principal, proprietor, agent, servant or employee, and includes, but is not limited to, all of the following acts when done for consideration: (Amended 12-21-93)

- (A) the selling of alcoholic beverages;
- (B) the giving away of alcoholic beverages;
- (C) the dispensing of alcoholic beverages;
- (D) the providing of mix, ice, water, containers, cups, glasses or soft drinks for the purpose of mixing drinks containing alcoholic beverages for consumption on the premises;
- (E) the pouring of alcoholic beverages;
- (F) the providing of "set up establishments";
- (G) the storage of any alcoholic beverage.



Members Sorensen/Cavallini moved the County Board approve a Request for Approval of Amendments to Chapter 31, Liquor Control Ordinance – Liquor Control Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committee's General Report and other documents are found on pages 54-74.

Members Sorensen/Bostic moved the County Board approve the appointment of John Sutter as a trustee of the Ellsworth Fire Prevention District. Member Sorensen stated the following: I have questions regarding the Ellsworth Fire Protection District. As of now, Ellsworth is the only district in the County that hasn't signed a mutual aid agreement that has been in place for years. All other agencies have signed it. I'm not suggesting that the County Board micromanage Ellsworth but there needs to be some clarity about how other districts around Ellsworth deal with this. When Downs, LeRoy, or somebody else sends a fire engine to Ellsworth to assist with a fire, they are putting themselves at legal risk if they are slow or late to respond to something in their own district and they weren't legally required, by function of a mutual aid agreement, to go to Ellsworth. I would like to have an opportunity to visit with the trustees of the Ellsworth Fire District on this topic. I brought this up in the Executive Committee meeting last week seeking advice from Members of the Executive Committee and they suggested that we need to talk with them. I have been trying but I haven't had time. I intend, and I will let other people come to this, to make a motion to table this topic for one month so we have time to have those discussions. Chairman Sweeney asked the following: are you going to table it back to the Executive Committee, not to the full Board? Member Sorensen stated the following: that's fine. Chairman Sweeney stated the following: I think that's where it is appropriate unless somebody disagrees. So do you want to make a motion to table it back to the Executive Committee? Member Sorensen stated the following: if there are no other comments from other Members. Chairman Sweeney stated the following: are there any other comments? Member Sorensen/Renner moved to send this back to the Executive Committee for consideration in September. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

**An Ordinance of the McLean County Board  
Amending the 2005 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 2005 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

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

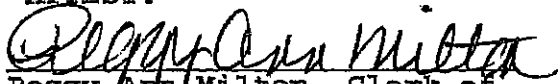
**BE IT ORDAINED AS FOLLOWS:**


1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$69,428 from \$175,307 to \$244,735.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 52,123	\$ 4,842	\$ 56,965
0599-0001	County IMRF Contrib.	\$ 6,503	\$ 443	\$ 6,946
0599-0003	Social Security Contrib.	\$ 7,653	\$ 350	\$ 8,003
0612-0001	Books/Videos	\$ 208	\$ 1,100	\$ 1,308
0620-0001	OP/Office Supplies	\$ 600	\$ 313	\$ 913
0621-0001	Non-Major Equipment	\$ 265	\$ 6,800	\$ 7,065
0630-0001	Postage	\$ 3,000	\$ 30	\$ 3,030
0706-0001	Contract Services	\$ 15,000	\$ 37,500	\$ 52,500
0718-0001	Schooling & Conferences	\$ 15,000	\$ 4,050	\$ 19,050
0839-0001	Radio Equipment	\$ 0	\$ 14,000	\$ 14,000
<b>TOTALS:</b>		<b>\$100,352</b>	<b>\$ 69,428</b>	<b>\$169,780</b>

3. 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 16<sup>th</sup> day of August, 2005.

**ATTEST:**  
  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

**APPROVED:**  
  
Michael F. Sweeney Chairman of the  
McLean County Board

**Memorandum**

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director *Robert J. Keller*

Date: July 15, 2005

Re: FY05 Bioterrorism Supplemental Awards

The McLean County Health Department was notified during late June and early July by the Illinois Department of Public Health of two supplemental bioterrorism awards:

**\$49,428**

An award of \$49,428 was allocated from funds unexpended by IDPH at the state level. This is part of a statewide award to local health departments based upon population and risk profile. The funds are to be expended for bioterrorism and other public health emergency preparation. The majority of funds will be used to purchase contractual Web-based services to utilize hospital ICD9 codes to conduct syndromic surveillance for McLean County. \$21,000 of the funds will be used to establish contracts for the McLean County Health Department and subcontracts to develop links with both BroMem and St. Joseph's Medical Center for the Real-Time Outbreak and Disease Surveillance (RODS) system. The system, administered by the University of Pittsburgh, will develop reports and track unusual disease clusters. \$4,000 of the supplemental award will be set aside for training to be held in Pittsburg for two Health Department staff. \$14,000 of the total will be used to purchase Starcom 21 radios for selected areas of the department. These radios will link with the County's overall emergency communications system. Amounts set aside within the salary lines will be used to record a variety of staff time for public health competency reassessment under the IDPH Learning Management System (LMS). This will involve reassessing approximately 85 staff. Funds also will be used to conduct two local training workshops on the national Incident Command System.

**\$20,000**

An award of \$20,000 was made by the Illinois Department of Public Health to hold a second regional risk communication media training. The firm of Golin-Harris has been retained to conduct the training. In addition to the presentation contract, funding is used to secure conference space and staff time assigned to the project. The Health Department arranged a similar training exercise in 2004.

For personal services resources expended, no FTE resolution amendment is being sought. Existing staff are assigned to the project and their prorated compensation charged to the fund and supplemental grant.

Members Sorensen/Berglund moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0107 – Bioterrorism Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

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

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Document Storage Fund; and,

**WHEREAS**, the Finance Committee, at the Committee's regular meeting on August 5, 2005, recommended to the County Board approval of the request received from the County Recorder to purchase a new scanner/printer; and,

**WHEREAS**, the Finance Committee, at the Committee's regular meeting on August 5, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 18,699.00 to cover the cost of said scanner/printer; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 18,699.00.
2. That the County Treasurer is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 79,146.00	\$ 18,699.00	\$ 97,845.00

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

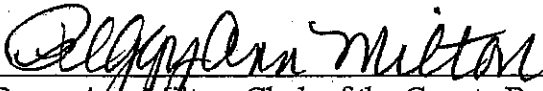
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0750.0001 Equipment Maintenance Contract	\$ 3,000.00	\$ 259.00	\$ 3,259.00
0137-0006-0008-0832.0001 Purchase Furnishings/Office Equip.	\$ 5,000.00	\$18,440.00	\$23,440.00
TOTAL:		\$18,699.00	

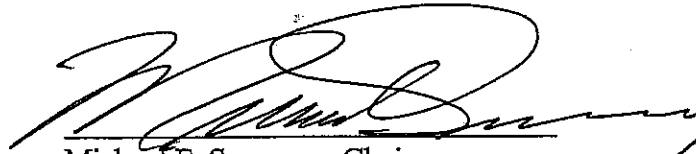
4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

**ADOPTED** by the McLean County Board this 16<sup>th</sup> day of August, 2005.

**ATTEST:**

**APPROVED:**

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

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

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 8/8/05



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

Michael F. Sweeney  
Chairman

August 11, 2005

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the County Recorder to purchase the Canon Microfilm Reader/Scanner/Printer under the State of Illinois Central Management Services bid contract.

Funds for the purchase of this equipment will be appropriated from the County Recorder's Document Storage Fund 0137.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

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

## A. Purchase of Scanner/Printer

Two motivations compel the purchase of a new microfilm scanner/printer for plats.

1. The current 3M Scanner-Printer for plat printing dates from the mid 1970s. It has some of the following problems:

- It is slow.
- Prints must be done one-at-a-time as the film holder will no longer firmly hold the medium.
- It does not accommodate roll film, the only medium on which all of our years since 2002 are available.
- It produces marginal quality prints from excellent, new film, and poor quality to unreadable prints from older, poorer quality film.
- Parts and service are no longer easily available. Although we do not have issues now, when they arrive we may be unable to have the unit fixed.

2. We have a serious problem of computer document records that lack an image of the document. All years since 1993 should contain correct index records with attached scanned images of the associated documents. We have found records in all of these years which lack an attached image of the document, forcing searchers or our office staff to find the image on film rolls, display it on a reader and print it. This is a very time consuming and inefficient process. The office needs a reader unit capable of scanning a film image into a TIFF file for inclusion into our computer database when we find such individual records that lack an image. This will allow us to permanently correct the problem when it is discovered.

Based on the above, I recommend the purchase of a new microfilm scanner/printer. I have considered the following:

Two types of printers are available for us to use.

1. A large scale plotter that can produce full size plat prints up to 36" wide. Although these units provide impressive plat printing, the actual need for such large plats in our office is extremely limited. To use such a printer we would have to install software specific to the printer, access the image by computer and print it. This is impractical for public use and time consuming for our office staff. Scanning images would require a reader/scanner. Given the pricing for such a unit, which would have to include a computer workstation to drive it, software and the large physical footprint in our office, I do not think it necessary.

2. Engineering size microfilm display, scanner, printer with an 11" x 17" display and print size. In questioning surveyors who use our office the 11" x 17" unit meets most needs.

I am recommending the purchase of a unit with an 11" x 17" display and 11" x 17" print size. These will be adequate for most all applications. I have surveyed the market to find that two units are manufactured, sold under three names, that meet our needs. The Kodak unit is the same as the Minolta. Although features vary slightly, all three would meet our need.

I am recommending purchase of the Canon unit. I have eliminated the Konica/Minolta because of the availability of parts and service. The dealer for this unit has a very low installed base in Central Illinois, is based in St. Louis, and has only a single service representative based out of Beardstown. No parts are stocked in this area so any service call would result in having to diagnose, ship in parts and repair in a second call.

Both Canon and Kodak have installed bases of machines in Central Illinois and service techs in the area often. The Kodak factory service staff is based in Peoria. Although we have no experience dealing with them it would appear that they have the staff and commitment to the area to offer adequate service. The Canon dealer, Record Systems, Inc. is based in Springfield, has 3 full-time service techs, and a large installed base in Bloomington/Normal and all of Central Illinois. We have experienced excellent service and support from this company for our current Canon unit.

Our specifications include the following:

- Scanner body with 11" x 17" display and output print size. Versatile and flexible controls to accommodate current and future applications, including, but not limited to, the following features:
  - Up to 600 dpi resolution
  - Compatibility with all McLean County microfilm applications: 16 or 35 mm roll film, aperture and microfiche film cards.
  - Semi-automatic load and rewind power roll film carrier.
  - Automatic size, negative/positive, skew correction, and focus.
  - Manual override for all of the above.
  - Connectivity with current McLean County computer applications to download images into our Cott software.
  - Zoom lenses of approximately 9-16 and 14-30 power.
  - Ability for the public to easily understand and use the controls, paper selections and operate the unit.
  - Document cropping and masking.
- Imaging software to correct, crop and edit images.
- Printer capable of 8 ½" x 11" print with a 2<sup>nd</sup> selectable paper tray for 11" x 17."
- Workstation to hold scanner and printer.

Package prices, including all software, hardware and printer meeting this criteria:

Manufacturer	Model	Package Price	Annual Support	Mfg Warrantee
Canon	MS-800	\$18,440	\$775	90 day
Konica/Minolta	MS-7000	\$15,745	\$1,175	90 day
Kodak	DSV-3000	\$17,715	\$3,589	90 day

In each case I have queried multiple sources to ensure that I am purchasing from the lowest priced source and most reliable dealer. In each case the pricing is Illinois State contract price. Each machine is sold by an exclusive dealer in a protected territory. This has been confirmed by multiple phone calls by myself and by Craig Nelson of Information Services.

#### Budget Request

I am requesting an appropriation \$20,000 within the Document Storage Fund, which is earmarked for this specific purpose, to the appropriate Computer Hardware/Software account. This will cover purchase of the unit and any incidentals that may occur in the process. The order for the unit will be placed on approval of the amount at the August County Board meeting. Delivery and installation is expected within 10 days of the order.

A brochure on the Canon MS-800 and the bid price follow.



## The Desktop Digital Microfilm Scanner that dramatically changes the image of film scanning.

Start with a wide screen microfilm scanner capable of handling everything from checks to blueprints to newspapers, and more. But make it compact enough to fit on any desktop. Then raise the bar by pushing output resolution up to 600 dpi. And design it for high-speed, simple operation, great versatility, easy connectivity, and fast throughput. While you're at it, make it affordable, too. Now, what do you call this perfect solution to your ever-expanding workgroup needs?

Canon calls it the MS-800.

**Quality right down to the smallest detail.**

With up to 600-dpi resolution, the MS-800 sets new standards for image quality. Such high resolution offers a wide range of enhanced printing and distribution capabilities, including laser printing and electronic image transmission. Ideal for financial institutions, the MS-800 brings greater efficiency to item processing. And it's an expert at meeting the demands of engineering applications which require large-format printing. The MS-800 further refines image quality with multiple scanning modes (Fine, Photo, Grayscale), plus Background Erasure and Automatic Exposure. The result is enhanced image data for a variety of applications.

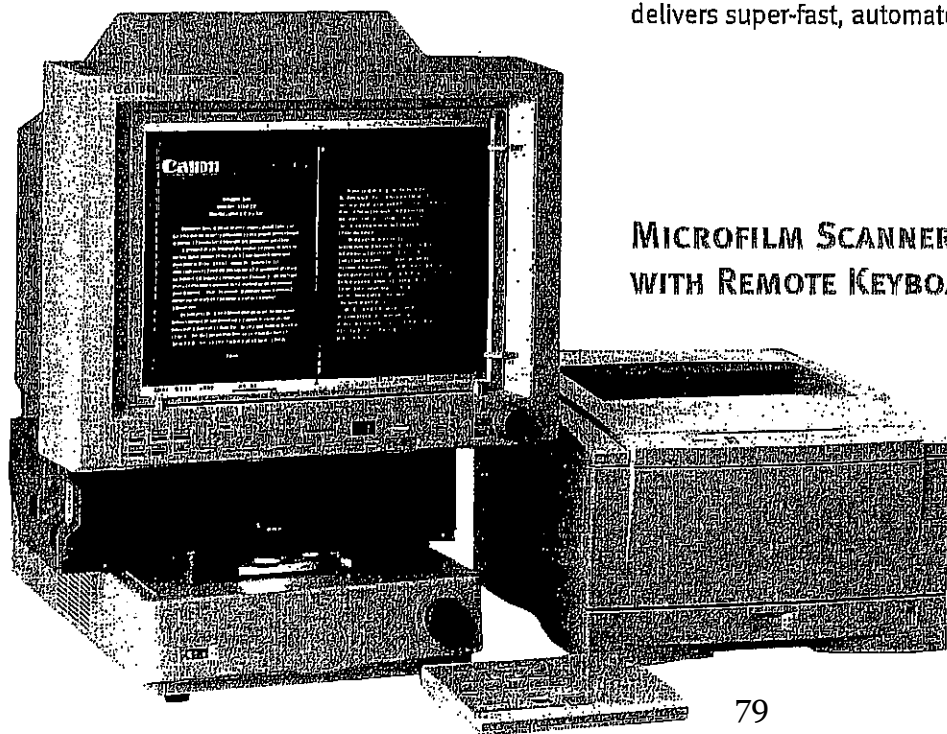
**Compatibility with virtually any film format.**

Interchangeable film carriers enable the MS-800 to handle all types of microfilm applications. Compatible with 16mm/35mm open reels, 16mm cartridges, microfiche, jackets, and aperture cards, the MS-800 provides totally seamless support for every format.

**Productivity soars for even the busiest workgroups.**

Overall performance gets a boost from the high-speed MS-800. Requiring only about three seconds per image to scan letter-sized documents at standard dpi settings, the MS-800 excels at high-volume processing and media conversion. Even its built-in features accelerate performance—Automatic Size Detection, Automatic Negative/Positive Detection, and Automatic Skew Correction—all designed to make short work out of complex jobs. For high-volume batch processing, the MS-800 shifts into high gear. When paired with Canon's FS Controller III, the MS-800 delivers super-fast, automated image retrieval.

**MICROFILM SCANNER 800  
WITH REMOTE KEYBOARD AND FILEPRINT 400**



SHARE w/ ms 400

July 19, 2005

H. Lee Newcom  
McLean County Recorder  
Bloomington, Illinois

Dear Mr. Newcom,

The following is an updated proposal for the Canon MS 800 Microfilm Scanner.

MS 800 Body and Utility Software	\$ 9,800.00
9-16x Zoom Lens	1,295.00
14-30x Zoom Lens	1,295.00
RFC 200 Universal Roll/Fiche Carrier	2,095.00
Installation Kit L	289.00
Fileprint 400 Laser Printer	2,977.00
MP 400 Toner Cartridge	included
Paper Feeder 500	<u>599.00</u>
	\$18,350.00
Estimated Shipping	<u>90.00</u>
	\$18,440.00

The quoted prices include installation, training and a 90-day warranty covering all parts, labor and transportation.

A maintenance agreement will be offered at the end of the warranty period for \$1000/year.

If you have any questions, please call me at 217-544-0747.

Yours truly,

Craig Countryman  
Sales Representative



Document Management

Retrieval • Storage • Microfilm • Systems

**RECORD SYSTEMS, INC.**

2168 South Ninth Street  
P.O. Box 296  
Springfield, Illinois 62705  
217/544-0747 • FAX 217/544-0765



Reader/Printer

May 20, 2005

H. Lee Newcom  
McLean County Recorder  
Bloomington, IL

Dear Mr. Newcom,

The following is information you requested on proposed equipment for McLean County.

Annual Maintenance Contracts

MS 300	\$ 693.00
→ MS 800 (with printer)	775.00

The maintenance contracts include all parts, labor, transportation, two preventative maintenance calls and up to three emergency service calls per year.

The proposed MS 800 can be used with your existing Fileprint 400 Laser Printer. Both the used MS 800 and the new unit are compatible. An A/B switch could be used to share the Fileprint 400 between the MS 400 and MS 800.

Members Sorensen/Berglund moved the County Board approve Requests for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance and to Purchase Canon Microfilm Scanner/Printer using State Contract Bid Price – County Recorder’s Document Storage Fund 0137 – County Recorder. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED  
FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR 2005**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 16, 2004 which became effective on January 1, 2005; and,

WHEREAS, the Children's Advocacy Center desires to adjust its staffing complement to better match current needs and available resources; and,

WHEREAS, the Finance Committee, at the meeting on August 5, 2005, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2005 Fiscal Year; now, therefore,

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

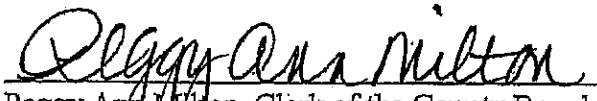
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0129-0062-0021	08	0503.8123 Case Manager	6.50	(0.50)	6.00
0129-0062-0021	04	0503.0011 Office Support Specialist I	0.50	0.50	1.00
TOTAL			7.00	0.00	7.00

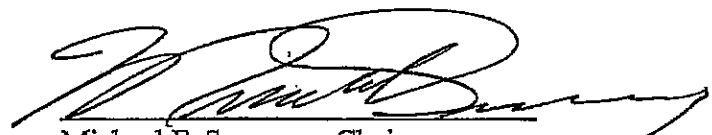
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Children's Advocacy Center, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 16<sup>th</sup> day of August, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Harding moved the County Board approve a Request for Approval of Resolution Amending the Fiscal Year 2005 Funded Full-Time Equivalent Position's Resolution – Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED  
FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR 2005**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 16, 2004 which became effective on January 1, 2005; and,

WHEREAS, the Child Support Program in the State's Attorney's Office proposes to change its staffing to provide more aggressive service and support; and,

WHEREAS, as a result of the cost savings due to an existing position being vacant, as well as a significant reduction in rental expense due to the recent office re-configuration, the Child Support Enforcement Program has sufficient funds to reimburse the salary and benefit expense of a Legal Assistant I; and,

WHEREAS, the overall staffing level for the Child Support Program in the State's Attorney's Office will remain unchanged; and,

WHEREAS, sufficient funds are anticipated to be available to continue the proposed staffing level for The County's Fiscal Year 2006 annual budget; and,

WHEREAS, the Finance Committee, at a special meeting on August 16, 2005, recommended approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2005 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Fiscal Year 2005 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

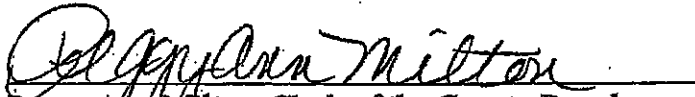
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0156-0020-0079	04	0503.0011 Office Support Specialist I	1.00	0.00	0.00
0156-0020-0079	06	0503.1101 Legal Assistant I	0.00	0.42	0.42
TOTAL			1.00	0.42	0.42

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

ADOPTED by the McLean County Board this 16<sup>th</sup> day of August, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

e:john/cobd/fteres\_sao\_ivd\_aug05.fin  
8/10/05

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2005 – State’s Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING THE PROPOSED SETTLEMENT  
RECOMMENDED by the RISK MANAGER and LEGAL COUNSEL  
AND AUTHORIZING THE RISK MANAGER AND LEGAL COUNSEL  
TO FINALIZE THE SETTLEMENT AGREEMENT

WHEREAS, McLean County was named as the defendant in a lawsuit filed by Eric and Heather Smith against the County Highway Department as a result of a collision between a private vehicle and a County Highway Department snowplow on February 7, 2004; and,

WHEREAS, the Risk Manager and the County's appointed legal counsel have recommended that this case be settled for a cash payment of \$6,150.00 to be paid to the plaintiff; and,

WHEREAS, the Finance Committee, at its meeting on Friday, August 5, 2005, recommended approval of the proposed settlement agreement presented by the Risk Manager and the County's appointed legal counsel; now, therefore,


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

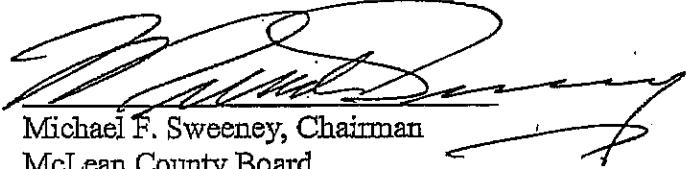
- (1) The McLean County Board hereby authorizes the Risk Manager and the County's appointed legal counsel to settle this case for a cash payment of \$6,150.00 to be paid to the plaintiff.
- (2) The McLean County Board hereby authorizes the Risk Manager and the County's appointed legal counsel to prepare the necessary documents to finalize this settlement agreement.
- (3) The McLean County Board hereby requests that the County Clerk forward a certified copy of this Resolution to the Risk Manager, First Civil Assistant State's Attorney, County Highway Engineer, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of August, 2005.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of Resolution Approving the Proposed Settlement of a Lawsuit Filed Against the County – Risk Management. Clerk Milton shows all Members present voting in favor of the Motion except Member Owens who did not vote due to a conflict of interest. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Report can be found on pages 89-105.

**TRANSPORTATION COMMITTEE:**

Member Bass, Chairman, presented the following:



**Illinois Department  
of Transportation**

**Local Agency Agreement for  
Jurisdictional Transfer**

<b>Local Agency No. 1</b>	<b>(Conveyor)</b>	<b>Local Agency No. 2</b>	<b>(Recipient)</b>
Municipality:		Municipality:	Town of Normal
Township/Road District:		Township/Road District:	
County:	McLean	County:	

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name Pipeline Road Route FAU 16377(CH31) Length 6,105 Feet 1.156 miles  
 Termini 740 feet South of the Centerline of Northtown Road to the North Right of Way line of Ziebarth Road

This transfer  does  does not include Structure No. None

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval – and completion of construction

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4  
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Michael F. Sweeney

Name Christopher Koos

Title Chairman, McLean County Board  
Chairman County Board

Title Mayor, Town of Normal  
/Mayor, City of Bloomington

Signature \_\_\_\_\_

Signature \_\_\_\_\_

APPROVED

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION By: 86

Director of Highways

Date



McLEAN COUNTY BOARD RESOLUTION  
County Highway 31 (CH 31)

Providing for the deletion of part of Pipeline Road, County Highway 31 (CH 31) from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and Town of Normal entered into an agreement for transfer of the jurisdiction of the above location, to the Municipal Street System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be deleted from the Highway System of McLean County, and that said route is identified as CH 31 from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road.

BE IT FURTHER RESOLVED, that McLean County will comply with the attached Intergovernmental Agreement concerning CH 31, Addendum #4.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified copies of this Resolution to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the County Board on August 16, 2005.

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, 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 Regular meeting held at Bloomington on August 16, 2005.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this 16<sup>th</sup> day of August, A.D., 2005.

[SEAL]

Peggy Ann Milton, McLean County Clerk

TOWN OF NORMAL  
Ordinance

Providing for the addition of part of Pipeline Road, County Highway 31 (CH 31) from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road in its entirety to the Town of Normal Highway System from the County Highway System in McLean County, Illinois.

Whereas, the County Board of McLean County and the Town of Normal entered into an agreement for transfer of jurisdiction of the above locations to the Municipal Street System.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Normal, that the above location, with Department of Transportation approval be added to the Highway System of the Town of Normal and that said route was identified as CH 31 from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road, Normal, Illinois, in its entirety from the County Highway System in McLean County, Illinois.

BE IT FURTHER ORDAINED that the Town of Normal will comply with the attached Intergovernmental Agreement concerning CH 31, Addendum #4.

BE IT FURTHER ORDAINED by the Town Council of the Town of Normal, that the Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the Town of Normal on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Christopher Koos, Mayor  
Town of Normal

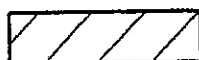
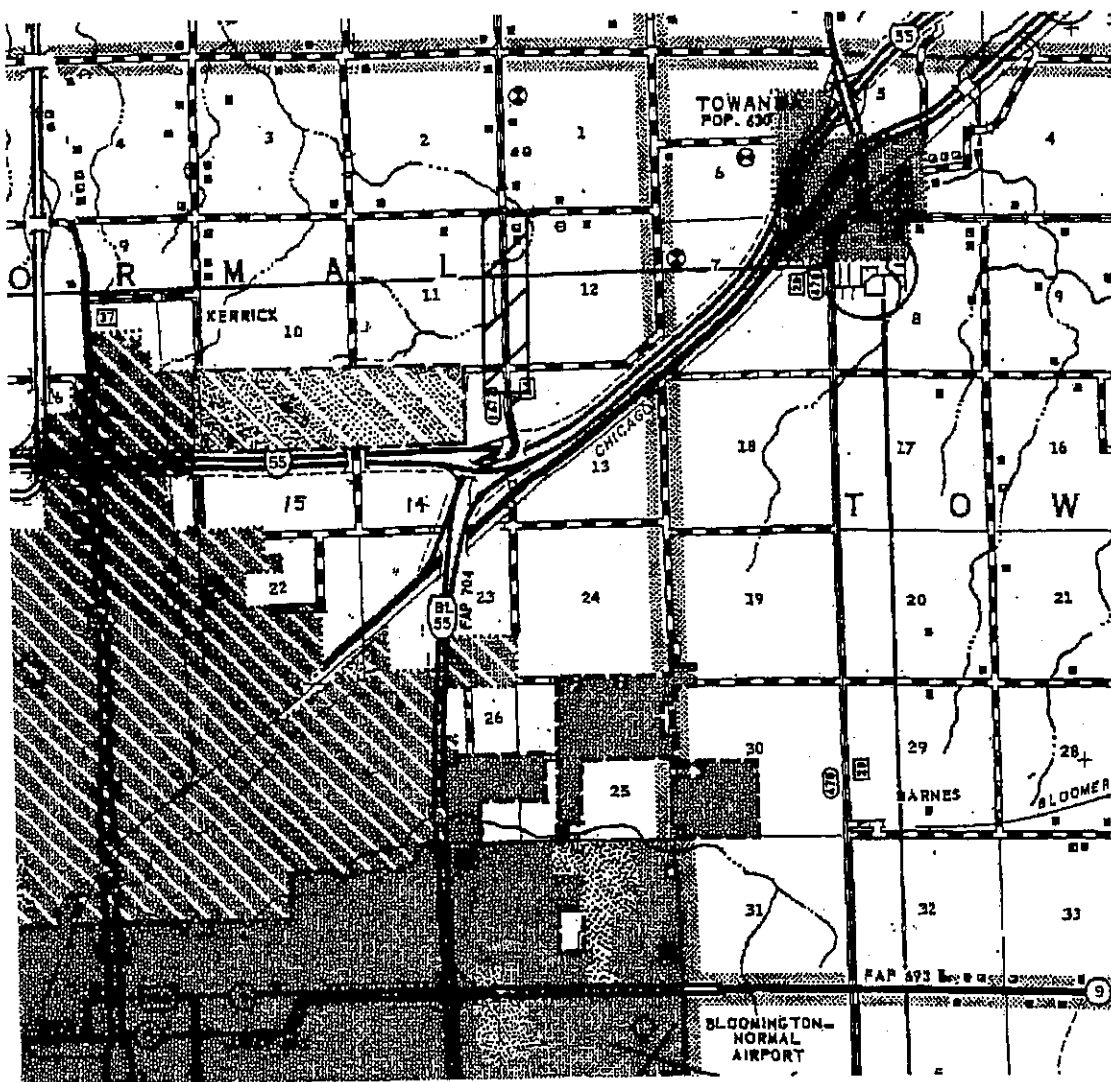
ATTEST:

\_\_\_\_\_  
Clerk of the Town of Normal

# ADDENDUM #3

## LOCATION MAP FOR JURISDICTIONAL TRANSFER

### CH 31 PIPELINE ROAD



INDICATES JURISDICTIONAL TRANSFER

INTERGOVERNMENTAL AGREEMENT FOR CH 31  
JURISDICTIONAL TRANSFER  
FROM McLEAN COUNTY TO THE TOWN OF NORMAL

WHEREAS, it is deemed in the best interest of the Town of Normal and McLean County to transfer the jurisdiction of CH 31, Pipeline Road, from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County of McLean to the Town of Normal; and now

THEREFORE, the Town of Normal and McLean County hereby mutually agree as follows:

1. To transfer the jurisdiction of CH 31, Pipeline Road, from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County of McLean to the Town of Normal upon IDOT approval and final acceptance of construction by McLean County and the Town of Normal.
2. The proposed construction is new three (3)-lane pavement with curb and gutter and storm sewer on the west side. The east side to have aggregate and dirt shoulders to accept further two (2)-lane construction in the future. The old roadbed to be removed and graded upon completion of the new three (3)-lanes.
3. McLean County and the Town of Normal will each pay one-half (1/2) of the construction cost of the project minus the developer's contribution of approximately \$570,000 plus the cost of any turn lanes required by his development.

The cost of any new Right of Way (ROW) required north of the centerline of Ziebarth Road shall be split 50/50 between the Town of Normal and McLean County. Any ROW required south of the centerline of Ziebarth Road along the east side of Pipeline Road shall be the responsibility of McLean County to acquire, and along the west side of Pipeline Road shall be the responsibility of the Town of Normal.

5. The cost of the Engineering shall be split 50 / 50 between the Town of Normal and McLean County. The Preliminary Engineering shall be performed by the Farnsworth Group utilizing the Town of Normal Annual Agreement.
6. It is intended that the Engineering shall be started by September 2005, and Construction is to be started and completed in 2007.

This agreement is hereby entered into upon approval of the Normal Town Council and the McLean County Board.

\_\_\_\_\_  
Christopher Koos, Mayor  
Town of Normal

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

Approved: \_\_\_\_\_ 2005

Approved: \_\_\_\_\_ 2005

Member Bass stated the following: at a stand-up meeting this morning the Transportation Committee removed Item 1a. The attorneys on both sides agreed that there are some items that need to be altered. Members Bass/Hoselton moved the County Board approve a Request for Approval of Intergovernmental Agreement for CH 31 Jurisdictional Transfer from McLean County to the Town of Normal. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: the General Report can be found on pages 137-144.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

AN ORDINANCE AMENDING AN ORDINANCE ADOPTING AND ENACTING RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY PARKS AND RECREATIONAL AREAS.

WHEREAS, the County of McLean has enacted ordinances pertaining to the public use of McLean County Parks and Recreational Areas, and,

WHEREAS, By County ordinance section 35.14-1 "No person shall swim, wade or bathe in any portion of the body of water known as "Evergreen Lake" except at F. Russell Glasener Beach." and;

WHEREAS Section 35.14-2 limits scuba and skin diving in Evergreen Lake; and

WHEREAS Maintenance of public property, and search and recovery training are not currently permitted by Section 35.14-2; and

WHEREAS, Special events including but not limited to triathlons and open water swims require greater swimming distances than are available at F. Russell Glasener Beach, and;

WHEREAS Evergreen Lake is uniquely suited to special events including but not limited to triathlons and open water swims, and;

WHEREAS Public safety requires reasonable requirements and conditions be placed upon organizers and participants or special events which use Evergreen Lake, and;

WHEREAS The Director of the McLean County Department of Parks and Recreation, as appointed representative of the County Board is well positioned to evaluate proposed special events, impose reasonable requirements for the special events and to issue permits for such events. and,

Now therefore, McLean County Ordinance section 35.14.1 and section 35.14-2 are amended as follows.

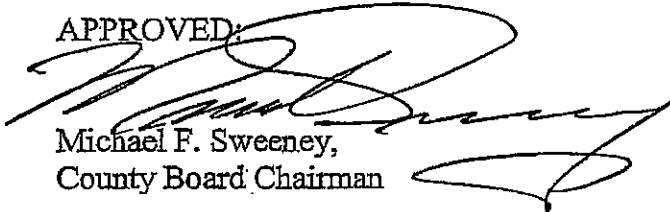
35.14-1. No person shall swim, wade; or bathe in any portion of the body of water known as "Evergreen Lake" except at F. Russell Glasener Beach. Swimming in "Evergreen Lake" may be authorized as part of a special event pursuant to a permit issued by the Director of the McLean County Department of Parks and Recreation. Said permit shall impose reasonable requirements to protect the public health.

35.14-2 No person shall scuba or skin dive in Evergreen Lake, unless such diving is for the purpose of recovering property, maintaining public property, or training of search and rescue teams and prior written permission is granted to parties by the Director of the McLean County Department of Parks and Recreation, an appointed representative of the County Board; or such diving is for the purpose of emergency rescue and recovery required due to the declaration of an emergency condition by either the Director of the McLean

County Department of Parks and Recreation, the McLean County Sheriff or their authorized representatives.

This amendment shall become effective and in full force upon adoption. Adopted by the County Board of the County of McLean, Illinois, this 16th day of August 2005

APPROVED:



Michael F. Sweeney,  
County Board Chairman

ATTEST:



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

Members Bostic/Gordon moved the County Board approve a Request for Approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations Pertaining to the Public Use of all County Parks and Recreational Areas – Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the General Report is on pages 147-151.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

**PROGRAM TITLE:** Livescan Equipment Program  
**AGREEMENT NUMBER:** 402414  
**PREVIOUS AGREEMENT NUMBER(S):** NA  
**ESTIMATED START DATE:** July 15, 201  
**SOURCES OF PROGRAM FUNDING:**  
    *FFY02 ADAA Funds:* \$ 17,008  
    *Matching Funds:* \$ 5,670  
    **Total:** \$ 22,678

**IMPLEMENTING AGENCY:** COUNTY OF MC LEAN  
**ADDRESS:** 104 West Front street  
Bloomington, Illinois 61701  
**IRS TAX IDENTIFICATION NUMBER:** 37-6001569  
**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** Board Chair  
**TELEPHONE:** 309-888-5110  
**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Sheriff's Department  
**ADDRESS:** 104 West Front Street  
Bloomington, Illinois  
**PROGRAM DIRECTOR:** David Owens  
**TITLE:** Sheriff  
**TELEPHONE:** 309-888-5034  
**FAX:** 309-888-5072  
**Email:** sheriff@mcleancountyil.gov

**FISCAL CONTACT PERSON:** Jackie Dozier  
**TITLE:** Auditor  
**TELEPHONE:** 309-888-5151  
**FAX:** 309-888-5209  
**Email:** auditor@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Tom Phares  
**TITLE:** Jail Superintendent  
**TELEPHONE:** 309-888-5068  
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**Email:** tom.phares@mcleancountyil.gov

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington IL 61702, for implementation of the Livescan Equipment Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

**WHEREAS**, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 2002:

1. Support prevention programs that help youth recognize the true risks associated with violent crime and drug use and that target youth to reduce their use of violence, illicit drugs, alcohol and tobacco products.
2. Support programs that strengthen multi-agency linkages at the community level among prevention, treatment and criminal justice programs, as well as other supportive social services, to better address the problems of drug abuse.
3. Support programs that enhance treatment effectiveness, quality and services so that those who need treatment can receive it.
4. Support programs that reduce drug related crime and violence.
5. Support research that identifies what works in drug treatment and the prevention of drug use and violent crime, and develop new information about drug use and violent crime and their consequences.
6. Support programs that promote the efficiency and effectiveness of the criminal justice system.
7. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principles of balanced and restorative justice.

**WHEREAS**, the Authority designated the County of McLean on behalf of McLean County Sheriff's Office to receive funds for the purpose of implementing a program to address one of the named areas.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit



**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of McLean County Sheriff's Office as follows:

**SECTION 1. DEFINITIONS**

"Program": means a plan set out in a Program Description that identifies problems related to drug and violent crime law enforcement and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from July 15, 2005 through March 31, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

However, no funds will flow under this agreement for the period of October 1, 2005 through March 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Byrne Formula Grant Program (02-DB-BX-0017) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

**SECTION 3. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 4. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 5. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$17,008 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 6. MATCH**

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. However, if the Implementing Agency is a State agency, the non-federal matching share of the program costs described in Exhibit B may be provided through the award of general revenue funds, appropriated to the Authority by the Illinois General Assembly specifically for this purpose.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 7. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the

failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching funds, would be made available to the Implementing Agency for drug law enforcement or violent crime control activities.

#### **SECTION 9. REPORTING AND EVALUATION REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Office of Justice Program Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 10. PROGRAM INCOME**

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Anti-Drug Abuse Act of 1988. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is

less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

## **SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

## **SECTION 13. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

#### **SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 15. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 16. CLOSE-OUT REQUIREMENTS**

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

#### **SECTION 17. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 18 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

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

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **SECTION 18. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.

The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

**SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 20. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.



All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### **SECTION 21. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 22. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 23. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written

contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 24. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 25. EXHIBITS**

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

#### **SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Anti-Drug Abuse Act of 1988, the Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document, the Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988), the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill.

Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 27. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 28. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or

shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 32. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 33. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-DB-BX-0017, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

#### SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

**Name:** County of McLean

**Taxpayer Identification Number:**

Employer Identification Number: 37-6001569

*(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care	<input type="checkbox"/> Other: _____

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

services

### **SECTION 35. FEDERAL GRANT INFORMATION**

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.579 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (2002-DB-BX-0017)
- Grant Award Year: Federal Fiscal Year 2002

### **SECTION 36. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

### **SECTION 37. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

### **SECTION 38. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

### **SECTION 39. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

**SECTION 40. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

**SECTION 40.1 SPECIAL CONDITIONS –**

***EQUIPMENT PURCHASES***

If, for an item of equipment described in Exhibit B to be funded with federal funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

**SECTION 40.2 SPECIAL CONDITIONS –**

***EQUIPMENT AND INFORMATION SHARING CONDITIONS – STANDARDS, PROTECTIVE ORDER SYSTEMS, SEX OFFENDER REGISTRATION ACT***

Equipment and criminal justice information systems designed, implemented or upgraded with federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999, and where applicable, compatible with FBI standards, the National Incident-Based Reporting System (NIBRS), the National Crime Information Center System (NCIC), the National Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), the National Sex Offender Registry (NSOR), and applicable statewide criminal justice information sharing standards and plans.

The Implementing Agency shall ensure that any Automated Fingerprint Identification System (AFIS) related equipment purchased with federal or matching funds shall conform to the American National Standards Institute (ANSI) Standard "Data Format for the Interchange of Fingerprint Information" (ANSI/NIST-CSL-1-1993) and other reporting standards of the FBI.

Protective order systems developed with federal or matching funds shall be designed to permit interface with the National Protective Order file maintained by the FBI.



The Implementing Agency shall provide all data and information that is necessary to support the operation and administration of the Sex Offender Registration Act (730 ILCS 150), in accordance with all applicable laws, regulations and guidelines.

### **SECTION 40.3 SPECIAL CONDITIONS –**

#### *MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES*

Equipment and commodities acquired by the Implementing Agency through this agreement shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. The Implementing Agency certifies that it SHALL REQUEST AND RECEIVE PRIOR WRITTEN APPROVAL from the Authority before:

- using the commodities or equipment received under this agreement for any program or purpose other than described in Exhibit A.
- disposing of, trading in, replacing, selling or transferring any of the commodities or equipment received under this agreement.

The Implementing Agency must adhere to these prior approval requirements, even after the end of the grant period of performance.

The Authority may deny the Implementing Agency's acquisition of equipment and commodities, or require that the Implementing Agency relinquish equipment and commodities acquired through this agreement to the Authority, if the Implementing Agency fails to adhere to the terms and conditions of this agreement or employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired under this agreement as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

Records for equipment and commodities acquired under this agreement shall be retained for at least three years after the final disposition, transfer, or replacement of the property, whichever is latest. If any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of this three-year period, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 40.4 INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program*

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
  - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
  - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
  - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.

- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).
- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).

- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

**SECTION 41. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

_____ Lori G. Levin Executive Director Illinois Criminal Justice Information Authority	_____ Date
_____ Michael Sweeney Chairman County of McLean	_____ Date
_____ Rebecca McNeil Treasurer County of McLean	_____ Date
_____ David Owens Sheriff McLean County Sheriff's Office	_____ Date

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit*

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

Federal and State Grants Unit

Livescan Equipment Program

Initial Cash Request

Agreement # 402414

County of McLean on behalf of McLean Sheriff's Office

FEIN #

I am requesting an initial cash request of as permitted in Livescan Equipment Program Interagency Agreement # 402414

*This can be signed by the Chief/Sheriff or Program Contact:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*For Authority Use Only*

-----

Federal funds \_\_\_\_\_

Approved By \_\_\_\_\_

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

**FISCAL INFORMATION SHEET**

The following information is required to ensure that the Authority and its implementing agencies meet the financial and reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean

Implementing Agency's FEIN#

Agreement # 402414

Program Agency: McLean County Sheriff's Office

Program Title: Livescan Equipment Program

**It is up to you to decide who will be named on this form.**

1. Who will be responsible for preparing and submitting fiscal reports?

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

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

Agency: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2. Who will be responsible for preparing and submitting data/progress reports?

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

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

Agency: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): **McLean County Sheriff's Office**

Address: 104 West Front Street, Bloomington IL 61701

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name 402414 /Livescan Equipment Program

**Certification Statement:**

I, \_\_\_\_\_ [Sheriff], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Sheriff]

[Title]

[Date]



## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Chairman

Signature of Chairman

Date

County of McLean

115 E. Washington, PO Box 2400

Address of Organization

Bloomington IL 61702

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization; then your organization is exempt from the EEOP requirement and **IS NOT** required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
- Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
- Sign the certification.
- If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
- Print the name of the responsible official who is certifying to compliance and the name of the entity.
- If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
- Sign the certification.

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 402414

Federal Grant Award Amount: \$ \$17,008

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I, \_\_\_\_\_ [Chairman] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS AN INDIAN TRIBE

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Chairman]

[Print Name and Title]

[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Chairman]

[Print Name and Title]

[Date]

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: 402414/Livescan Equipment Program

**Certification Statement:**

I, \_\_\_\_\_ [Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Chairman]

[Title]

[Date]

(Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 402414

Federal Grant Award Amount: \$17,008

Grantee/Organization Name (hereafter referred to as the "Entity"): **McLean County Sheriff's Office**

Address: 104 West Front Street, Bloomingdale IL Bloomingdale

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEO NOT REQUIRED)**

I, \_\_\_\_\_ [Sheriff] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEO FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY IS AN INDIAN TRIBE

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Sheriff]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)**

(For information regarding EEO development, see: <http://www.ojp.usdoj.gov/ocr/eop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [Sheriff], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of \_\_\_\_\_

\_\_\_\_\_  
[agency/organization name], at \_\_\_\_\_

\_\_\_\_\_  
[address] for review by the public and employees, or for review or audit by officials of the Illinois

Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Sheriff]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

Livescan Equipment Program  
EXHIBIT A: PROGRAM NARRATIVE  
AGREEMENT# 402414

**I SUMMARY OF PROGRAM**

To replace the existing Livescan system that is being rendered obsolete at the end 2005 with a new state of the art system that will allow us to continue to capture and transmit fingerprints for identification of the arrestees brought into our jail.

**II STATEMENT OF PROBLEM**

Present Livescan system will be obsolete at the end of 2005. There will be no service contracts available for the system to be maintained. There are not sufficient funds available locally to purchase a new system or to continue the upkeep of the current system.

**III GOALS, OBJECTIVES**

The goal of this program is to improve the accuracy and timeliness of data entered into the state repository for criminal history record information.

**IV PERFORMANCE INDICATORS**

- Number of prints taken using the Livescan device.
- Reduction in time of booking process.
- Number of prints returned as unclassifiable.

**V PROGRAM STRATEGY**

This program will purchase the equipment, supplies and telecommunication needs for the development of electronic capture and submission of arrest information, including fingerprints. All arrestees will be booked and fingerprints processed using the Livescan device. Fingerprints will be sent electronically to the Illinois State Police Bureau of Identification.

**Budget Narrative  
Agreement # 402414**

**Equipment** Livescan Booking System includes appliance, application software with slap and roll matching and a personal computer in a ruggedized case. This is the station where fingerprints will be captured and then transmitted to the Bureau of Identification.

The Ethernet PCI based 10/100 LAN Adapter allows the Livescan machine to connect to the network for the Integrated Justice System (EJS).

The duplex fingerprint card printer is necessary to print fingerprint cards and to print information for the States Attorney and Circuit Clerk in regards to offenses and sentencing information.

**Commodities**

**Contractual**

**Other** Warranty Service for the Livescan Booking System and the Duplex Fingerprint Card Printer covers these items for the first year of operation beginning with the installation of the system. The hardware and software must be in good operating condition to allow us to capture and transmit fingerprints.

Installation of the system and training in its use are essential to bring the system into operating order and have employees on site that are able to become administrators and trainers for other line staff on the operation of the system.



**EXHIBIT B: BUDGET**

Livescan Equipment Program  
Agreement # 402414

**IDENTIFICATION OF SOURCES OF FUNDING**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	FFY02 ADAA	\$ 17,008
<b>Match:</b>	Mc Lean County	\$ 5,670
<b>Program Income:</b>	None	
<b>Non-Match:</b>	None	
	<b>GRAND TOTAL</b>	<b>\$ 22,678</b>

**Exhibit B - Budget**

Program Title: Livescan Equipment Program  
 Agreement #402414

<u>Equipment</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Livescan Booking system includes appliance, application software personal computer, and ruggedized cabinet	\$ 14,282 \$	4,761 \$	19,043
Ethernet PCI based 10/100 LAN adapter for local area network topology	\$ 86 \$	29 \$	115
Duplex fingerprint card printer	\$ 1,785 \$	595 \$	2,380
Freight	\$ 263 \$	88 \$	350
<b>TOTAL EQUIPMENT COST</b>			
	\$ 16,416 \$	5,472 \$	21,888

**Exhibit B - Budget**

Program Title: Livescan Equipment Program  
 Agreement #402414

Commodities	N/A			
<u>Description</u>	<u>N/A</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>

TOTAL COMMODITIES COST

\$ - \$ - \$ -

**Exhibit B - Budget**

Program Title: Livescan Equipment Program  
 Agreement # 402414

Contractual

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
--------------------	---------------------------	-------------------------------	-------------------

130

TOTAL CONTRACTUAL COST \$ - - \$ -

*\*Because of federal regulations for grant funding, we are no longer able to fund 2nd year maintenance/warranty budget items.  
 This has been removed from your budget.*

**Exhibit B - Budget**

Program Title: Livescan Equipment Program  
 Agreement # 40214

Other Costs	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Warranty Service for initial year of operation of the Livescan Booking system	\$ 474 \$	158 \$	632
Warranty Service for initial year of operation of the Duplex Fingerprint Card Printer	\$ 118 \$	40 \$	158
<b>TOTAL OTHER COSTS</b>	<b>\$ 592 \$</b>	<b>198 \$</b>	<b>790</b>

**Exhibit B - Budget**

Program Title: Livescan Equipment Program  
 Agreement #402414

	Federal Amount	Match Contribut.	Total Cost
EQUIPMENT	\$ 16,416	\$ 5,472	\$ 21,888
COMMODITIES	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
OTHER COSTS	\$ 592	\$ 198	\$ 790
	<u>\$ 17,008</u>	<u>\$ 5,670</u>	<u>\$ 22,678</u>

McLean County has been approved for a Federal grant through the Illinois Criminal Justice Information Authority to replace our current Livescan fingerprint machine and printer. McLean County is one of many counties in the State of Illinois that will benefit from the grants being awarded through the Illinois Criminal Justice Information Authority. The grant will provide 75% of the funds needed to purchase a new Livescan machine and all of the necessary components to make the Livescan unit operational. McLean County has to fund the remaining 25% of the cost. The replacement of the current Livescan system is necessary due to the fact that the current Livescan machine is being rendered obsolete as of December 31, 2005. Identix will no longer offer a maintenance-agreement covering the present machine. The grant will allow McLean County to get the latest technology available for use in Livescan fingerprinting.

There were three vendors that provided quotes for their systems. These were Crossmatch, Motorola Printrak, and Identix. Identix was chosen over the other vendors due to the ongoing relationship with Identix and the fact that our EJS Booking System works well with Identix. We have been on line with Identix Livescan systems since 1997. Our current system went on line in 2001. We are very pleased with our Identix system and we have experienced good support service from Identix when there have been problems.

A contract was mailed from the ICJIA to McLean County that details the grant and its components. I gave this contract to Eric Ruud for his review. He approved the content contained in the document and said it was basic grant language.

The portion of the funds that will be available in the grant from ICJIA amount to \$17,008.00. The McLean County portion is \$5670.00. The McLean County portion will come from the McLean County Jail budget. The remaining funds that were to be used for the current Identix maintenance-agreement from line 0001 0029 0031 0750 0001 will go towards the purchase. This should amount to \$2742.00. \$1520.00 will come from line 0001 0029 0031 0744 0001 that was earmarked for Livescan platens re-coating. Since the re-coating will not be necessary on the old machine these funds will be utilized. The additional \$1408.00 will come from line 0001 0029 0031 0621 0001.

The replacement of the machine should take place in August or September after the check is received from the ICJIA. The Purchase Order will then be sent to Identix for the new machine. The first year of maintenance on the machine will be covered in warranty. This will mean that fewer dollars will be necessary for the purpose in the 2006 budget.



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Tom Phares, Jail Superintendent  
McLean County Sheriff's Office  
104 West Front Street  
Bloomington IL 61702

RE: Livescan Equipment Agreement # 402414

Enclosed is the original interagency agreement between your office and the Authority for the Livescan grant. Please review the enclosed documents and obtain the necessary signatures on the agreement and attached forms.

- Initial Cash Request
- Fiscal Information Sheet (2 sided)
- Certification Regarding Debarment, etc.
- 2 Equal Employment Opportunity Plan Certifications (1-City, and 1-law enforcement agency)
- 2 Civil Rights Compliance Certifications (1-City, and 1-law enforcement agency)

Return the *entire clipped packet* to me.

After everything is returned I will submit the agreement for our Director's signature. Then you will receive a copy of the signed agreement along with blank forms for reporting requirements. You should receive your check within 6 weeks of our Director's signature.

If you have any questions, contact me by email at [jdavis@icjia.state.il.us](mailto:jdavis@icjia.state.il.us) or (312) 793-0895.

Sincerely,

Jill Davis  
Grant Monitor  
Federal and State Grants Unit

Enclosures

cc: MF # 402414

Members Renner/O'Connor moved the County Board approve a Request for Approval of the Criminal Illinois Justice Information Authority Agreement for Purchase of Livescan Machine - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:



Edward Byrne Justice Assistance Grant Program 2005-  
F5121-IL-DJ



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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	37-6001569
*Type of Applicant	County
Type of Applicant (other):	
*Organizational Unit	McLean County Sheriff
*Legal Name (Legal Jurisdiction Name)	County of McLean
*Vendor Address 1	Law and Justice Center
Vendor Address 2	104 W. Front Street
*Vendor City	Bloomington
Vendor County/Parish	
*Vendor State	Illinois
*Vendor ZIP	61701-2400
<b>Contact information for matters involving this application</b>	
Contact Prefix:	The Honorable
Contact Prefix (Other):	
Contact First Name:	David
Contact Middle Initial:	
Contact Last Name:	Owens
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Sheriff
Contact Address Line 1:	Law and Justice Center
Contact Address Line 2:	104 W. Front Street
Contact City:	Bloomington
	135

Contact State:	Illinois
Contact Zip Code:	61701-2400
Contact Phone Number:	(309) 888-5034 Ext. 5034
Contact Fax Number:	(309) 888-5072
Contact E-mail Address:	dave.owens@mcleancountyil.gov

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Descriptive Title of Applicant's Project		
Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.		
Areas Affected by Project		
Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400		
Proposed Project		
	*Start Date	October/ 01/ 2004
	*End Date	September/ 30/ 2008
*Congressional Districts of		
	Project	Congressional District 11, IL Congressional District 15, IL Congressional District 18, IL
*Estimated Funding		
Federal		\$34035.00
Applicant		\$0.00
State		\$0.00
Local		\$0.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$34035.00

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This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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## PUBLIC NOTICE

Public notice is hereby given that McLean County has been certified as a disparate jurisdiction. This designation allows the McLean County Sheriff's Department, the Bloomington Police Department and the Normal Police Department to receive federal grant money from the Edward Byrne Memorial Justice Assistance Grant. Total award is in the amount of \$34,035.00 divided equally between the three agencies. Funds received will be dispersed on law enforcement equipment and security upgrades. Public comments can be sent to Lt. Mike Emery, McLean County Sheriff's Department at: [mike.emery@mcleancountyil.gov](mailto:mike.emery@mcleancountyil.gov).

Edward Byrne Memorial Justice Assistance Grant Program  
 Application Number 2005-F5121-IL-DJ  
 Budget Narrative

McLean County Sheriff's Department  
 Law and Justice Center  
 104 W. Front Street  
 Bloomington, Illinois 61702-2400

McLean County Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	13	Taser X-26 Model 26005	799.95	\$10,399.35
2	45	Taser Cartridge Model 44200	17.86	\$ 795.70
3	1	Taser Data Port Model 26500	149.95	\$149.95
				\$11,345.00 Total MCSP

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs. All Court and Building Security personnel have been trained and certified so the equipment will be deployed immediately.

Normal Police Department Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Mobil Date Computer, Panasonic Toughbook	\$5,145.00	\$5,145.00
2	1	Mobile Data Computer Car Mount Docking Station	\$ 200.00	\$ 200.00
3	1	IWIN System Activation	\$1,000.00	\$1,000.00
4	1	In-Car Video/audio System	\$5,000.00	\$5,000.00
				\$11,345.00 Total NPD

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs.

**Bloomington Police Department Budget Narrative**

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Intellex Desktop 16 Channel v3.2 Software, Premier 500GB, NTSC	\$5497.92	\$5497.92
2	1	88/100 24 VAC Transformer	\$95.61	\$95.61
3	1	Dome Kit, Ultra Viie D/N outdoor, Includes RAS917LSE, Rhodul-03E	\$1,256.76	\$1,256.76
4	1	Dome mount corner bracket adapter, for use with RHOSW or RHOLW	\$180.00	\$180.00
5	1	Misc. Parts and Labor to move PTZ for Northwest corner of building	\$1,181.59	\$1,181.59
6	1	Misc. Parts and labor to move PTZ for Northeast corner of building	\$1,181.59	\$1,181.59
7	1	Lift Included on Job if PTZ adds or moves are required	\$862.50	\$862.50
8	1	Keyboard, RS232 Touch Tracker, Trackball Control, Desktop	\$809.63	\$809.63
9	1	Set up and Labor	\$279.40	\$279.40
				\$11,345.00 Total BPD
<b>Total Budget Narrative</b>				<b>\$34,035.00</b>

Funding would be for the required system purchase and setup. It is understood that any costs greater than the funded amounts would be the responsibility of the purchasing agency.

Edward Byrne Memorial Justice Assistance Grant Program  
Application Number 2005-F5121-IL-DJ  
Program Narrative

McLean County Sheriff's Department  
Law and Justice Center  
104 W. Front Street  
Bloomington, Illinois 61702-2400

The McLean County Sheriff's Department deployment of model X26 Tasers have proven that they are an effective visual deterrent in subduing situations where physical violence could prevailed. Tasers provide an alternative to the law enforcement officer prior to the use of deadly force should the situation escalate to that level.

Funding by this grant would be utilized to purchase X26 tasers. The X26 tasers would be deployed to the law enforcement personnel assigned to our Court and Building Security Division. In 2004, the Court Security Division served 1,395 criminal arrest warrants and conducted 6,360 prisoner custody transports from our Detention Center to and from the Courts.

All members of our Court Security Division have proven proficiency through training and certification. We currently have one X26 Taser deployed in that Division.

Normal Police Department  
100 W. Phoenix  
Normal, Illinois 61761

Approved in the Normal Police Departments 2006 budget were funds to hire additional officers to implement a traffic safety unit. The plans at that time were to use existing marked squad cars for this unit. Since that time, vehicles have become available to us for use by the traffic safety unit. No funds were allocated for the purchase of equipment to supply in the squad. Funding under this grant will be utilized to equip the traffic safety unit.

Bloomington Police Department  
305 S. East Street  
Bloomington, Illinois 617002

After several security incidents at the Bloomington Police Department, it has been decided that there was a need for the current closed circuit television system (CCTV) to be upgraded. Consequently, the Bloomington Police Department conducted a vulnerability assessment of its CCTV and confirmed vulnerability in the security system. A process began to determine how the CCTV system could be enhanced to best serve the public's safety and security of the police department.



Midco, CCTV experts, selected the components of the CCTV system in accordance to the system's purpose. Funding will enable this agency to upgrade our current security system and provide safety to our public.

June 15, 2005

Sharon Taylor  
State Policy Advisor, Illinois  
U.S. Department of Justice

RE: Review Narrative 2005-F5121-IL-DJ

On May 10, 2005 application information was forwarded to the Town of Normal Police Department in order to start the review process by Normal Town Council. On June 6, 2005 in open session the Town of Normal Illinois Council reviewed and approved grant application 2005-F5121-IL-DJ. Public comment was solicited while in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Memorial Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the Town of Normal \$11,345.00 for the purchase of police equipment outlined in the budget narrative.

On May 10, 2005 application information was forwarded to the Bloomington City Police Department in order to start the review process by their City Council. On June 13 in open session the City of Bloomington Council reviewed and approved grant application 2005-F5121-IL-DJ. Public comment was solicited in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the City of Bloomington \$11,345.00 for the purchase of equipment designated in the budget review narrative.

On May 10, 2005 the Sheriff of McLean County, Dave Owens, and County Administrator, John Zeunik, made available information pertaining to grant funding provided by the Edward Byrne Justice Assistant Program. On May 18, 2005 publication was made in our local newspaper soliciting public comments. Information will be presented at the County Board Meeting scheduled for June 21, 2005 for approval to enter into agreement with the Town of Normal and City of Bloomington for the disbursement of funds. Public comment will be solicited at County Board, June 21, 2005.

Respectfully,

Lt. Mike Emery



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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

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1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix	Chairman
Name Prefix:(Other)	
*First Name	Michael
Middle Initial (if any)	
*Last Name	Sweeney
Suffix	
Name Suffix:(Other)	
*Title	CEO
*Address Line 1	Law and Justice Center
Address Line 2	104 W. Front Street
*City	Bloomington
County	
*State	Illinois
*Zip Code	61701-2400
*Phone	309-888-5110 Ext: 5110
Fax	309-888-5111
*E-mail	john.zeunik@mcleancountyil.gov
<input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I	

**I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.**

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Edward Byrne Justice Assistance Grant Program 2005-

F5121-IL-DJ



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<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b> May 31, 2005	<b>Applicant Identifier</b>	
	<b>1. TYPE OF SUBMISSION</b> Application Construction	<b>3. DATE RECEIVED BY STATE</b>	<b>State Application Identifier</b>
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>			
<b>Legal Name</b> County of McLean	<b>Organizational Unit</b> McLean County Sheriff		
<b>Address</b> Law and Justice Center 104 W. Front Street Bloomington, Illinois 61701-2400	<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Owens, David (309) 888-5034		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 37-6001569	<b>7. TYPE OF APPLICANT</b> County		
<b>8. TYPE OF APPLICATION</b> New	<b>9. NAME OF FEDERAL AGENCY</b> Bureau of Justice Assistance		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b>  NUMBER: 16.738 CFDA: EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM	<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b>  Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.		
<b>12. AREAS AFFECTED BY PROJECT</b> Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400			
<b>13. PROPOSED PROJECT</b> Start Date: October 01, 2004 End Date: September 30, 2008	<b>14. CONGRESSIONAL DISTRICTS OF</b>  a. Applicant b. Project IL11 IL15 IL18		
<b>15. ESTIMATED FUNDING</b>	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE</b>		

Federal	\$34,035	<b>EXECUTIVE ORDER 12372 PROCESS?</b>  Program is not covered by E.O. 12372
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>  N
TOTAL	\$34,035	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

**Continue**



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- Application submitted and last updated on 05/31/2005
- Application is currently in progress

[Applicant  
Information](#)

[Project Information](#)

[Budget and  
Program  
Attachments](#)

[Assurances and  
Certifications](#)

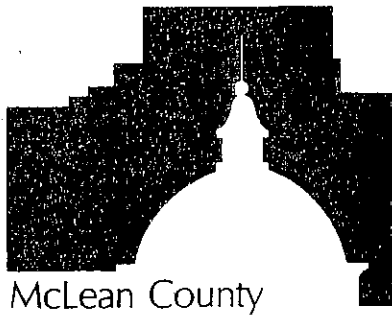
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McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

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

June 29, 2005

To : Chief Deputy Derick Love  
From : Lt. Mike Emery  
Re : Edward Byrne Justice Assistance Grant  
Application Number 2005-F5121-IL-DJ

Chief,

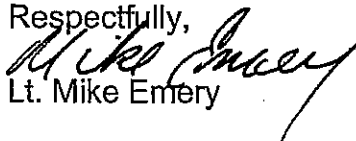
Provided is a copy of the application we made for the \$34,035 through the Department of Justice, Justice Assistance Grant.

Included with the application are copies of the disbursement of funds agreement between McLean County the Town of Normal and City of Bloomington. Upon receipt of funding each entity is to receive \$11,345 if the grant is approved. The review process is in progress and we should know in 30 to 60 days if funding is approved.

The agreements will need to be present to the County Board for signature authorization, signed, and a copy will need to be returned to the respective agencies.

Please advise if you have any questions.

Respectfully,

  
Lt. Mike Emery



GMS APPLICATION NUMBER 2005-45121-IL-DJ  
(Mandatory)

STATE OF ILLINOIS  
COUNTY OF MCLEAN

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF MCLEAN, ILLINOIS AND TOWN OF NORMAL**

**2005 BYRNE JUSTICE ASSISTANCE (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 6th day of June, 2005, by and between The County of McLean, acting by and through its governing body, hereinafter referred to as COUNTY, and the Town of Normal, acting by and through its governing body, hereinafter referred to as TOWN, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Article VII, Section 10 of the Illinois Constitution 1970; and

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

WHEREAS, the COUNTY agrees to provide the TOWN \$ 11,345 from the JAG award for the 2005 Byrne Justice Assistance Grant Program; and

WHEREAS, the COUNTY and TOWN believe it to be in their best interests to allocate the JAG funds.

NOW, THEREFORE, the COUNTY and TOWN agree as follows:

Section 1.  
COUNTY agrees to pay TOWN a total of \$ 11,345 of JAG funds.

Section 2.  
TOWN agrees to use \$ 11,345 for the 2005 Byrne Justice Assistance Grant Program until 9/30/08 (date).



THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

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

**2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 31st day of May, 2005, by and between The COUNTY of McLean, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

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

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

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

WHEREAS, the COUNTY agrees to provide the CITY \$11,345 from the JAG award for the security upgrade Program; and

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

**Section 1.**

COUNTY agrees to pay CITY a total of \$11,345 of JAG funds.

**Section 2.**

CITY agrees to use \$11,345 for the security upgrade Program until September 30, 2008(date).



**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, presented the following:

**REGIONAL PLANNING SERVICE AGREEMENT**

This agreement is entered into as of this 1st day of July, 2005, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

**A. Period of Agreement**

This agreement shall remain in full force and effect through June 30, 2006.

**B. Long Range Planning Services**

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

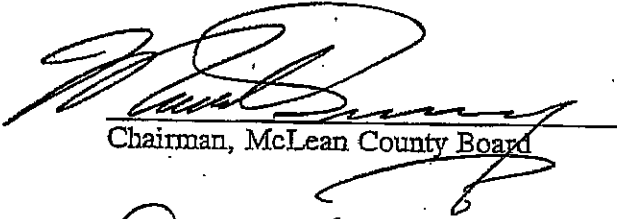
1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

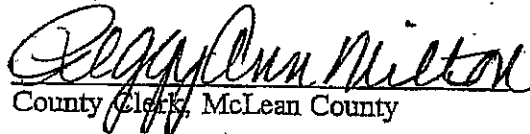
**C. Staff**

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

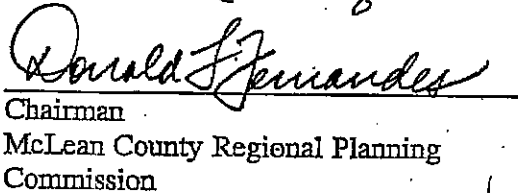
D. Financing

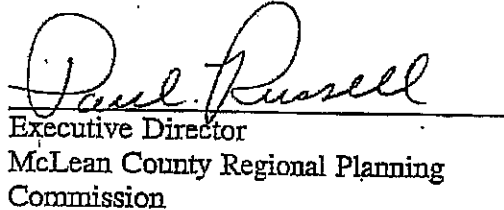
The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2005 through December 31, 2005. Upon approval of the Fiscal Year 2006 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$3,841.50 for the period January 1, 2006 through June 30, 2006.

  
Chairman, McLean County Board

  
County Clerk, McLean County

8/16/05  
Date

  
Chairman  
McLean County Regional Planning  
Commission

  
Executive Director  
McLean County Regional Planning  
Commission

6-10-05  
Date

Members Gordon/Cavallini moved the County Board approve a Request for Approval of Request by the McLean County Regional Planning Commission to approve the Regional Planning Service Agreement for their Fiscal Year July 1, 2005 through June 30, 2006 – Regional Planning Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

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 Trilogy Counseling Services in case SU-05-14, parcels (22) 08-11-200-006 & (22) 08-11-400-022. They are requesting a special use to allow an Institutional Camp – will include child therapy using horses and dogs, animal & counselor training – accessory to a single family residence in the Agriculture District on property which is part of Section 11, Township 25N, Range 3E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Money Creek Township at 21521 Clarksville Road, Lexington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on August 2, 2005 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 42 acre property contains a dwelling, is located along the Mackinaw River and the property is covered with grass and trees. The property is relatively flat and drains to the south and southwest. The property has 245 feet of frontage on the south side of PJ Keller Highway (County Highway 8), an asphalt road 23 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north and east contains crop production and a single family residence. The land to the south is wooded and is occupied by the Mackinaw River. The land to the west is wooded.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met if the special use is non transferable and expires if the applicant ceases to operate the proposed facility for a period longer than two consecutive months, and deteriorated cabins are removed from the property. The applicants are proposing an Institutional Camp that will provide education, counseling, and intervention services to the children in the Central Illinois area. The summer day camp activities will take place during the months of June, July, and August. The day camp is for children 8 to 16 years of age. Horses and dogs are used in the therapy and counseling of the children. The summer day camp will have a maximum of 15 children on site during the hours from 7:00 AM to 6:30 PM. The children will not be staying overnight at this facility. Trilogy is requesting a maximum of 10 dogs and 20 horses to be located at this facility. This facility will not be a boarding facility for other people's horses and dogs. Therapy dogs and therapy dog

handlers will also be trained at this facility. Trilogy will also conduct one on one counseling services to kids from August thru May. These individual sessions start at 3:00 PM and are completed by 6:30 PM and will be conducted inside the main house on the first floor. The site plan also shows a second barn that will be 60 by 120 feet and will be used as an indoor riding arena. The proposed facility helps educate primarily young people.

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 surrounding properties that are in crop production will continue to be desirable for such use. The applicant has posted 15 mile an hour speed limit signs to control the dust along the gravel entrance road that leads up to the facility. Adequate dust control shall be provided.
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. Nearby land that is suitable for crop production will continue to be suitable for such.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use is served by a private well and septic system that has been approved by the County Health Department. One handicap parking space will be installed on the property. Part of the property floods.
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. It appears that safe site distance can be provided at the existing entrance. The County Engineer has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

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 there are no more than 10 dogs and 20 horses allowed on this parcel, provided one paved handicap parking space is installed, provided dust is controlled on the property and particularly on the long driveway, provided the special use is non transferable and expires if the applicant ceases to operate the proposed facility for a period longer than two consecutive months, and provided deteriorated cabins are removed from the property.



Therefore this Board recommends that a special use be granted on the property described above to allow the establishment of an Institutional Camp that will include child therapy using horses and dogs, animal and counselor training accessory to a single family residence and 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 the stipulations listed in the previous paragraph are followed.

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, none opposed and Members Rudolph and Kinsella were absent.

Respectfully submitted this 2<sup>nd</sup> day of August 2005, McLean County Zoning Board of Appeals

James Finnigan  
Acting Chair

James Finnigan, Acting Chair  
Tony Wheat  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

APPLICATION FOR SPECIAL USE UNDER THE REGULATIONS OF THE McLEAN COUNTY ZONING ORDINANCE

FOR OFFICIAL USE ONLY

CASE NO. 54-05-14-S

**APPLICANT**  
 NAME: Trilogy Consulting Services  
 ADDRESS: 21521 Charlesville Rd.  
LEXINGTON, IL 61753  
 PHONE: - home: 309-265-8938 work: 309-265-8938

**OWNER**  
 NAME: Margaret Clements  
 ADDRESS: 22775 PJ Keller  
LEXINGTON, IL

**ATTORNEY**  
 NAME: Gary Johnson  
 ADDRESS: 2075, Alford Road  
 PHONE: - home: 61704 work: 309-663-8000

FILING FEE \$ 600  
 RECEIPT NO. 7953  
 PUB. COSTS \$ \_\_\_\_\_  
 RECEIPT NO. \_\_\_\_\_  
 HEARING DATE 8-2-05  
 HEARING TIME 7:00  
 DECISION DATE 8-16-05

REC'D  
 05  
 JUL 28 2005  
 ZONING REC'D  
 JUL 15 2005  
 FILE STAMP ZONING

PROPERTY INFORMATION

Permanent Parcel No. 08-11-200-006  
08-11-400-022 Has the site been cultivated before? Yes  No

Property Interest leasee Does the site have frontage on existing public road? Yes  No

Zoning District Agricultural Are you requesting any new driveway(s)? Yes  No

Acres 42 The next question applies to Single Family Residential Special Use:

Present Use Single family residence Are you requesting approval for any future customary accessory buildings? Yes  No

SPECIAL USE INFORMATION

A special use is requested to allow the property described above to be used as elder care assisted living

- A previous special use has not been filed for the described property.
- Legal description attached. (Application shall be submitted with a copy of the property legal description.)
- A previous special use was requested for the described property. Such request use was made on \_\_\_\_\_ (Date) and \_\_\_\_\_ (Granted or Denied) in \_\_\_\_\_ (Case Number)

ADDITIONAL INFORMATION

- Attachment No. 1: A plat drawn to scale showing the actual size and shape of the lot or property; location, ground area dimensions, and identification of use of all (existing and proposed) buildings, structures, driveways, parking areas, sewer systems, etc.; and dimensions of front, side, and rear yards.
- Attachment No. 2: Specification of each building, structure, or use (existing or proposed) identified on the plat.
- Attachment No. 3:
- Attachment No. 4:

I (we) certify that this proposed Special Use will conform to the standards for Special Uses in the McLean County Zoning Ordinance, and that all of the above statements and the information contained in any attachments, documents, or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) understand that if the special use is approved it will expire in one year, unless a construction permit is taken to effectuate such special use; or evidence of use is filed with the Director of Building and Zoning.

[Signature] Applicant Signature Date 6-28-05

EXHIBIT  
B

**CHAPTER 40 - McLEAN COUNTY, ILLINOIS ZONING ORDINANCE**

**Article 3 – Rules and Definitions**

	“Basic Industry.”
Marina	A facility for the storage (wet or dry), launching and mooring of boats.
Marquee	Any permanent, roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.
Massage Parlor	An establishment which has a fixed place of business having a source of income or compensation 60% or more of which is derived from the practice of any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulation of external parts of the human body with the hands or with the aid of any mechanical electric apparatus or appliances with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotion, ointment or other similar preparations commonly used in the practice of massage. Under such circumstances that it is reasonably expected that the person to whom the treatment is provided or some third person on his or her behalf will pay money or give any other consideration or gratuity; provided that this term shall not include any establishment operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Illinois.
Medical Service	An establishment providing therapeutic, preventive, or corrective personal treatment services on an outpatient basis by physicians, dentists, and other practitioners of the medical or healing arts, and the provision of medical testing and analysis services. Typical uses include clinics and offices for doctors of medicine, dentists, chiropractors, osteopaths, optometrists; blood banks and medical laboratories.
Micron	A unit of length, equal to one thousandth part of one millimeter.
Military Service	A facility used or intended to be used by a branch of the U.S. Armed Forces, including military reserves.
Mining or Quarrying	The extraction of metallic and nonmetallic minerals excluding oil or natural gas. Typical uses include sand and gravel pit operations, quarries and mines.
Mobile Home	A transportable, factory-built structure that was manufactured prior to enactment of the federal Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sec. 5401) and that is designed to be used as a single dwelling unit.
Mobile Home Park	See the definition of “Manufactured Home Park.”
Mobile Home Sales	See the definition of “Manufactured Home Sales.”
Modeling Studio	A use or business which provides for a fee or compensation the services of modeling on premises for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise. This does not apply to public or private schools where persons

- I. The establishment shall comply with the requirements of the State Fire Marshal for one- and two-family dwellings.
  - J. The operator of the establishment shall obtain certification from the State Fire Marshall that the proposed bed and breakfast establishment meets the requirements of Section 6 of the State of Illinois "Bed and Breakfast Act."
  - K. In conjunction with the special use permit application, a floor plan of the proposed bed and breakfast establishment shall be submitted illustrating that the proposed establishment will comply with the requirements for bed and breakfast establishments as set forth by this ordinance.
  - L. The operator shall obtain all required licenses and permits for a bed and breakfast establishment as required by the McLean County Health Department prior to beginning the operation of the bed and breakfast establishment.
7. Camp, Institutional: Institutional camps may be allowed upon approval of a special use permit issued in accordance with Article 8 and the following provisions:
- A. The camp is located within a Growth Area as designated by the *Comprehensive Plan for the Development of the Community of McLean County*; or
  - B. Is located outside of a designated Growth Area on soils that are not identified as "Prime" or "Important" in the Land Evaluation Soil Groups in Section 1106.
8. Camp, Recreational: Recreational camps may be allowed upon approval of a special use permit issued in accordance with Article 7 and the following provisions:
- A. The camp is located within a Growth Area as designated by the *Comprehensive Plan for the Development of the Community of McLean County*; or
  - B. Is located outside of a designated Growth Area on soils that are not identified as "Prime" or "Important" in the Land Evaluation Soil Groups in Section 1106.
  - C. Any accessory outdoor recreational facilities of a non-spectator nature shall be for use only by persons camping on the premises.
  - D. Accessory buildings or structures shall be under the same ownership as the camp and shall not be leased to individuals or groups of individuals.
  - E. A recreational camp shall not be designed or located so as to furnish lodging for persons utilizing recreational facilities on adjacent or nearby land.
  - F. Incidental storage of such recreational vehicles shall be permitted provided such vehicles are not placed on permanent foundations or supports.

Article 6, § 602 "Use Standards"

Paragraph 7: Additional Requirement for Special Use "Institutional Camp"

Soil Types per USDA in Money Creek  
Township Section 11

Designation under McLean Co. Code  
§ 11-06

145B2	Saybrook sil	Prime
148B2	Proctor sil	Prime
199A	Plano sil	Prime
154	Flanagan sil	Prime
60B2	LaRose sil	Prime
60C2	LaRose sil	Important
193B2	Mayville sil	Prime



### The Trilogy Staff

Chris Carlton, M.S., CRADC, Level I EAP Certified, CMHP, is the Executive Director of Trilogy, NFP. She has been a clinically certified alcohol and substance abuse counselor for over 25 years. For 20 years she co-directed the social service agency, Project OZ, in Bloomington, IL, a comprehensive youth services agency. She has co-authored nineteen books and curricula on substance abuse prevention, violence prevention, stress management and parenting skills. Chris has worked in both mental treatment programs and inpatient mental health settings, providing EAP services to individuals from the ages of 4 to 70 years of age. She also has owned and managed her own dog training facility and has bred, trained, and done canine-assisted counseling with her, Shetland Sheepdogs for over 25 years and has bred Arabian horses for over 15 years.

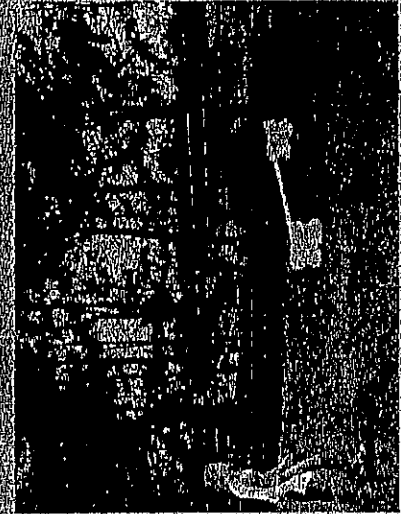
Stephen Yahnig, MSW, served as the President and CEO of Salem Children's Home in Hanagan, IL, for over 20 years. He is known nationwide for developing the outstanding horse-assisted therapy program at Salem, a residential treatment center for adolescent boys. He has offered EAP services in outpatient settings and is

currently working toward his Level I EAP certification.

Anne Norton, M.A., Trilogy's Director of Canine Programs, has owned, bred, trained, trialed and shown a variety of breeds of dogs for twenty-five years and is a charter professional member of the International Association of Pet Dog Trainers, as well as being a certified AKC Canine Good Citizen evaluator. She is on the English faculty of Illinois State University and Illinois Central College and has been a writer all her life.



*Equine and Canine  
Therapy Programs and  
Counseling*



21521 Clarksville Road  
Lexington, Illinois 61753  
(309) 365-8938

## EQUINE & CANINE ASSISTED PSYCHOTHERAPY SERVICES

As our society becomes more violent and seemingly out of control, people are looking for something that will have a greater, more positive impact in helping effect positive change. The use of horses and dogs is gaining more and more recognition as a powerful and effective approach to helping children, adolescents and adults. Those who are familiar with horses and dogs recognize and understand the power of animals to influence people in incredible ways.

Animals have an amazing power to heal and to teach. They offer unconditional friendship, experience a wide range of emotions, and provide immediate, honest, valuable feedback to interaction. They are sensitive to nonverbal stimuli which make them astute therapeutic guides. They are social beings that bring us insight into group dynamics and our individual roles we play in our daily lives.

Equine and Canine Assisted Therapies (EAP and CAP) are emerging fields in which animals are used as tools for emotional growth and learning. The therapy is experiential in nature in which individuals learn about themselves and others by participating in activities with animals and then discuss feelings, behavior

and patterns. This approach has been compared to adventure-based activities, but has the added advantage of utilizing horses and dogs dynamic, powerful and companionable living beings.

The focus of EAP is not riding or horsemanship. The focus of CAP is not preparation for pet ownership or assistance dog training. The focus involves setting up activities involving the animals which require the individuals or group to apply skills such as nonverbal communication, assertiveness, creative thinking and problem-solving, leadership, taking responsibility, teamwork and relationships, confidence, and positive attitude.

EAP and CAP address a variety of emotional health needs including behavioral issues, attention deficit disorder, substance abuse, eating disorders, abuse issues, depression, anxiety, adjustment disorders and communication needs.

Trilogy staff will tailor programs to the specific needs of  
**INDIVIDUALS**  
**FAMILIES**  
**GROUPS**

using our horses, dogs, a combination of both, or Traditional Counseling

## SUMMER CAMP FOR KIDS

Trilogy offers day camp for children and adolescents ages 8-16, using our horses and dogs to address the typical issues facing youth today, such as peer pressure, social adjustment, body image, family dynamics, and other troubles associated with growing up. These limited enrollment, day-long outdoor camps will consist of one-week sessions in which kids may choose to re-enroll throughout the summer. Parents will be involved with the staff before and at the end of each session. Transportation may be available to youth for a reasonable fee.

Trilogy Counseling Services, NFP, is a non-for-profit agency employing a sliding fee scale for most services to accommodate the needs of all families in Central Illinois.

Contact Trilogy TODAY for information about our therapy, programs, and workshops!

**(309) 365-8938**

SU-05-13

Comma 5

Members Gordon/Selzer moved the County Board approve a Request for Approval of Case SU-05-14, parcels (22) 08-11-200-006 & (22) 08-11-400-022 for a Special Use to allow an Institutional Camp that will include Child Therapy using horses and dogs, animal and counselor training accessory to a single family residence in the Agriculture District on property which is located in Money Creek Township at 21521 Clarksville Road, Lexington, IL.

Member Segobiano stated that he asked for this item to be pulled from the Consent Agenda based on conversations with members of the public, Board Members, and the Humane Society. Member Segobiano advised the Board that he did not attend the Zoning Board's hearing on this case. Member Segobiano stated that every Member of this Board is concerned about the well-being of children and what can be done to make their lives better, however this matter has a lot of unanswered questions. For instance, one Board Member can verify that structure had to be redesigned and elevated because of flooding in that area. Another Board Member owns a business and had to go out and clean up that facility. Member Segobiano stated that he asked the Chairman this morning if this item can go back to the Land Use Committee for some fact finding issues. Member Segobiano recommended that the Board deny this request until we can get answers to several of these questions that exist in many of our minds.

Member Owens stated that evidence from the hearing is before you today. At the hearing, the objectors' attorneys stated that they did not believe that this should have gone to ZBA. The objectors' attorneys also stated that what they are proposing to do out there, under the County Zoning Ordinance, would fall under medical services. Basically, what they are doing is using therapy with dogs and animals for people of all ages. There was talk of two ladies that were working with these animals to transfer trust from the dog or horse to people and using it in their lives. If you look at the definition of medical services, Member Owens continued, this falls under that definition, because they use therapeutic, preventive, or correctional personal treatment services on an outpatient basis by physicians, dentists, and other practitioners of the medical or healing arts, which are the provisions of medical testing and analysis services. Typical uses include clinics and offices for doctors of medicine, dentists, chiropractors, optometrists, blood banks, and medical laboratories. The applicant is working with people to try to better their lives, which is a good thing, but this is zoned agricultural right now. Under the County Zoning Ordinance, a medical use like this cannot be in the agricultural district. It is very important that you look at the supporting evidence. The County Clerk has a copy of this and it will go into the record. After listening to the tapes and looking at the evidence that was given to the ZBA, this should be denied because they are using therapeutic values out there and that is not allowed on agricultural land.



Member Selzer stated that this needs to be sent back or denied. Member Selzer also stated we have a bigger problem here. When you listen to recordings of ZBA meetings, we continually have commissioners either leaving the meeting because it is running too late or commissioners nodding off. Member Selzer stated that it seems like these meetings are not run appropriately. Member Selzer expressed his concern that these cases are not getting a fair hearing. There are issues that may or may not have even been discussed at the meeting. Member Selzer noted that he agrees with what Member Owens is saying that there are medical uses. These issues should be discussed right up front. Member Selzer stated that he is not arguing the merits of this case but how we get to this point is beyond me. This is not the first case. Member Selzer stated that it is not fair to either side for the Board to approve this today.

Member Renner stated we are supposed to base our decision upon the evidence presented at the ZBA. If there is information about flooding, or whatever, that was not presented at ZBA, how do we take that into consideration or can we, if we are aware of it, ask them to then find out about it?

Mr. Hug responded that regarding matters that are in the record that have raised questions in your own mind or other questions in your own mind that you need answered, the Board may send this matter back to ZBA but not to Land Use. The ZBA is your hearing body for that purpose. If the Board feels the record is incomplete or undesirable or some fact has not been considered, the Board may send it back. The practice of this Board is to send it back with directions. In other words, Mr. Hug advised the Board to tell the ZBA what you want them to investigate and what information you want from them. Mr. Hug reminded the Board that Board Members cannot rely on information that has been provided to them from people outside of the hearing process. If a Board Member is being contacted outside the hearing process, he or she cannot rely on that information to make a decision on the case, but it can be sent back to the ZBA for questions.

Chairman Sweeney asked the following: if we send it back to the ZBA do we need to indicate which of the seven criteria have not been met or that we are questioning?

Mr. Hug stated the Board may send it back for further inquiry on any particular subject the Board chooses.

Member Hoselton stated that if a Board Member has personal knowledge of a situation, it cannot be disregarded. Mr. Hug replied that even if there is personal knowledge, a decision must be based on the matters on the record. If there is personal knowledge, it should have been brought up at the hearing. It cannot just be brought forward and then a vote cast based on that personal knowledge. The Board's decision, if this matter ever goes to court, must be based on the record that was presented to the ZBA. If information wasn't presented and if the Board wants the ZBA to inquire further, then the Board should send this case back to the ZBA. A Board Member can't just say "well I know that this has flooding," or "I know that this has this problem" or "I know these people." That information is not on the record. Mr. Hug advised that even though a Board Member might have personal knowledge, that personal knowledge, under the zoning hearing rules, has to be subject to cross examination and questioning. Mr. Hug went on to state that the objector and the applicant are entitled to due process and that includes cross examination of anything shared that is not based on the record.

Member Bostic stated that she will be voting against this. Member Bostic noted this is a request for a special use in the agricultural district on a road that is not designed for extra traffic. Member Bostic stated that she lives in the country and accepts the risk that fire, ambulance, and police may take a little bit of time to get to her residence. Member Bostic advised the Board that she will not accept that responsibility for young children that are around large horses and large dogs. This use needs special permission in an agricultural district and permission should not be granted.

Member Gordon had two questions for Mr. Hug. The McLean County Zoning Ordinance is part of the information that was provided this morning. That came to us outside of the zoning hearing process. Member Gordon asked if this information is automatically part of the zoning hearing process. Mr. Hug replied that a decision must be based on the code so the code is a part of the zoning hearing process. Board Members must assess the information presented based on the code. Member Gordon stated that the Zoning Ordinance can be legitimately legally considered by Members of the Board as part of the basis for our making a decision now. Mr. Hug agreed with Member Gordon's assertion. Chairman Sweeney asked Member Gordon if he had another question. Member Gordon stated that he would ask staff what the positives are on this one and continued, commenting that so far, we have heard objections to it but I would like to know the basis for the affirmative recommendation that came from the ZBA beyond what is in the packet.

Member Bass noted that, in the past couple of years, the Board has had situations where the rules don't necessarily apply. Member Bass asked if the ZBA and the Board have considered people in the surrounding area, the place where they live and the effect this would have upon them. Member Bass stated that the Board hasn't been introduced, alerted, or educated to all of the things that went into a project like this. Member Bass also expressed concerns about waste removal with 20 horses. Member Bass advised that he is not going to vote for this and will either vote to remove it or send it back.

Chairman Sweeney asked if there was any other discussion before turning this over to Phil Dick. Member Nuckolls stated that he had heard very good and compelling arguments this morning. Member Nuckolls advised that he will not be supporting this particular case. Member Sorensen asked for clarification on the definition of medical services vs. institutional camp. Mr. Hug offered to read the definition of institutional camp. Member Sorensen asked whether or not staff looked at this application and came to the conclusion that it was appropriate to classify it as an institutional camp or if it is medical service. Chairman Sweeney stated we can turn this over to Phil Dick now unless a Board Member has questions.

Member Moss noted that the information that was handed out looked like a copy of a brochure that apparently is being used by this counseling service. Member Moss asked if this counseling service exists right now at another location and if so, are they looking at this as an addition to their service or a move of their business. Mr. Dick replied that they have been doing this type of service at other places.

Member Hoselton stated they plan to build a building that is 40' x 60'. Member Hoselton asked if the existing facility and proposed building meet the building criteria in the flood plain. Mr. Dick replied that any of the structures including the house and the proposed arena would be outside the flood plain.

Mr. Dick noted that typically with a public stable, we use the number of horses allowed per acre. The standard is two animals per one acre. The Zoning Board consistently allows the same number of horses per acre of land. In one instance the Zoning Board required, and the County Board approved, one public stable to have more acreage if they wanted to have more horses. Member Bostic noted that Chapter 40, number 8, item d states: "accessory buildings or structures shall be under the same ownership as the camp and shall not be leased to individuals or to groups of individuals." Member Bostic advised the Board that she understands Trilogy is leasing this property from Ms. Clemons. Member Gordon commented that the reference cited by Member Bostic is under recreation camp. Chairman Sweeney asked Member Bostic if she was referring to one of the exhibits that was submitted. Chairman Sweeney asked if Member Bostic was

referring to exhibit E. Member Bostic replied that it was exhibit E. Mr. Dick noted that the requirement cited by Member Bostic is under recreational camp.

Member Selzer asked if Trilogy already has a lease on this property that was effective back in July. The address on the application and the address on the brochure are identical. Member Selzer stated that, based on the materials and the application, Trilogy is already there and that they have signed a lease with the landowner. Mr. Dick responded that the address that was read earlier is actually not the address of this facility. That address is actually where they were approved by the County Board to operate this type of facility in the past, about a mile or two from this location. Member Selzer questioned whether the findings of fact are accurate. The address on the brochure and the address that is in the first paragraph of the findings of fact are the same. Mr. Dick advised the Board that the Clarksville address is actually where they were previously approved to operate. The parcel numbers listed in the findings of fact are correct.

Member Owens stated that opponents to granting this raised the issue of flooding. Some of the objectors expressed concern with the safety of the horses and dogs because the waters rise very quickly. Three or four people that live out there testified under oath that this property does flood. Mr. Dick stated that this property has flooding problems and the applicant brought experts who deal with dogs and cats and they explained how they would take care of the animals. The training that Trilogy is proposing is a one-on-one type of situation so nine months out of the year, four or five people will be on site. Mr. Dick stated that in the summer, Trilogy will have camps for large groups of around 15 people. Most of the time, it is one-on-one with two or three patients or persons being educated. Mr. Dick advised the Board that there has been a home there over the years that will periodically flood in the basement. The applicant, the neighbors, and the Building and Zoning staff know about the flooding but this parcel of property isn't in the flood plain so the County can't say they can't build there. Member Owens asked if this property is purchased, whether the special use would stay with it or whether it will go away after the lease. Mr. Dick replied that if the property is purchased by the applicant, then the special use would continue. If the property is purchased by someone else, then the special use would expire.

Member Hoselton noted that the previous owner of the house had the house elevated and they put 11 courses of block on it so that the first floor would no longer be flooded. Member Hoselton asked whether the people attending the camp would be staying in that home. He also asked if the house was going to become a dormitory. Mr. Dick replied that the students will be leaving every day. It is not an overnight facility except for the owner or head of the outfit.

Member Sorensen asked what exactly is this and by what definition in our ordinance do we declare that it is whatever it is, and then by what definition are we suggesting we should grant approval? Mr. Dick replied that when the applicant proposed to run the type of facility that they are proposing, the County staff looked at the ordinance to figure out how best to describe this use and as we looked at the institutional camp we looked at the fact that it is for educational purposes. The property is not in agriculture production. It hasn't been in production for years and a large part of it is an existing or former gravel pit. The soil is really poor. The principle use of the property for some time has been as a residence. The parcel is too large for a residential tract because it is 42 acres. The parcel is far enough off the road that it can't be subdivided because it doesn't have adequate access to public roads to be a subdivision. The Zoning Board heard testimony on both sides: the animal experts for horses and dogs; experts on different types of education and training; pastors from local churches saying how it helps the youth groups. All these issues were brought up during the Zoning Board hearing and the Zoning Board decided that this type of use is an institutional camp. Mr. Dick went on to state that, to some extent, Easter Seals does a similar thing and the County Board has approved their facility although they have more people involved. Trilogy plans to run a similar facility so the staff and the Zoning Board felt that an educational institution was appropriate.

Member Segobiano stated that his comments will be contrary to Mr. Hug's advice about bringing in information from the outside, but also noted that the Board is a very intelligent one that seeks as much information as possible to render an honest decision. Member Segobiano noted that the Board has heard about flooding and waste. After looking at information on the internet he noticed that it said these children are referred to the facility by churches, parents, and organizations but nowhere does it say these children are referred to them by medical professionals. Member Segobiano stated that he was really bothered by that information. The Board has heard that this is an area that floods. Member Segobiano asked how rapidly the children could be removed from this location. Member Segobiano also asked what would happen to the ground if the waste was not removed and it became a flooded area. Member Segobiano stated that if we care about children, then we need to care about their entire wellbeing, every day of their lives. Member Segobiano advised the Board that he will make the motion to deny this request. Chairman Sweeney advised that we already have a motion on the floor that you can approve or deny.

Member Gordon stated that he has two concerns. Member Gordon urged Board Members to exercise caution when casting aside legal advice with regard to the information that can be formally a part of the basis for decision making. Member Gordon stated that, at this point, a referral back to the ZBA with specific directions would be appropriate. Member Gordon noted that the Board was opening itself to legal action from Trilogy because it has not based the decision

on information squarely and exclusively on the record before the ZBA. Member Gordon asked if the ZBA considered the frequency of flooding.

Mr. Dick stated testimony from property owners nearby about flooding was considered. Member Gordon asked if the simple question of the frequency of flooding was ever raised. Mr. Dick stated every several years, or at least two times in the last ten years, there has been serious flooding. Mr. Dick noted that there are problems because the property is near the Mackinaw. Mr. Dick advised the Board that there isn't a sense that the whole property becomes inundated in a very short time. There is room to get people out of the property if it is done in a reasonable manner.

Member Selzer noted that all that Member Segobiano stated is covered in the Trilogy brochure. Member Selzer advised the Board that he did not want the ZBA to rehear the matter because the bigger issue is that we've got a flawed hearing process. Member Selzer also noted that the medical definition includes providing therapeutic, preventative, or corrective personal treatment services, on an outpatient basis by physicians and other practitioners. The brochure in the record describes equine and canine assisted psychotherapy services. Member Selzer stated that the brochure even explains what the camp is not. This camp is not to teach how to be a pet owner or how to take care of a horse. The brochure says Stephen Yahnig has offered these EAP services in outpatient settings. Every term in this brochure is medical. Member Selzer, reading from the brochure, stated this is a camp for psychotherapy services. Easter Seals camp is nothing like that. That camp has activities for every kid you could imagine, normal kids, sick kids; they've got a small medical facility for when kids are there receiving treatments. Member Selzer noted that what Trilogy is proposing is a medical camp. The brochure clearly states what its purpose is. Member Selzer commented that if you listen to some of the tape, we are rude to people when we have our hearings. In two cases now people have questioned other peoples' integrity. Member Selzer stated that the Zoning Board and the County Board need to get facts to make these decisions. Member Selzer informed the Board that based on the facts presented he will vote in favor of denying it now.

Mr. Dick noted that Member Selzer's comments lead to the conclusion that this type of facility cannot be sited in an unincorporated area of the County. Member Selzer replied that the Zoning Ordinance states that. The code is states a medical facility is not allowed in that part of the County. Mr. Dick stated that you are not going to find the necessary acreage in the commercial district nor the ability to have these kinds of animals in the commercial district. Member Selzer replied that County staff should redo the code. If there is nowhere in the County for these facilities, then there is a strong issue with how the code is written. Mr. Dick stated that there is room to have this type of camp in the agricultural district.

Member Selzer responded that we can't let opinions cloud what is supposed to be done in a public hearing. Member Selzer noted again that in Trilogy's brochure, they refer to themselves as a psychotherapy services facility. They are not a camp that will also do some therapy.

Member Segobiano advised the Chairman that at the conclusion of the Board's comments, he intends to call for the question.

Member Owens stated this brochure was given to the ZBA. Member Owens stated that he agrees with Member Selzer that the Board should re-examine the zoning ordinance. Regarding the two cases where Mr. Selzer said that the Zoning Board was rude to people, Member Owens noted the Chairman was not present. Member Owens commented that Ms. Rudolph is very good about running the ZBA meetings. Member Owens stated that he wanted this statement reflected in the records. Member Owens urged the Board to vote this down. Member Moss asked Mr. Dick if he and his staff agreed with the finding of facts of the ZBA that all seven standards have been met. Mr. Dick replied that the staff agrees that all seven standards have been met.

Chairman Sweeney asked if there was any other discussion. Chairman Sweeney advised the Board that the motion on the floor is to accept the recommendation of the ZBA and voting yes means that you approve the request for special use in this case and voting no means that you do not.

Clerk Milton shows the roll call vote as follows: Hoselton-no; Moss-no; Nuckolls-no; O'Connor-no; Owens-no; Renner-no; Segobiano-no; Selzer-no; Sorensen-yes; Baggett-no; Bass-no; Berglund-no; Bostic-no; Cavallini-no; Dean-yes; Gordon-yes; Harding-no.

Chairman Sweeney stated this motion was denied fourteen to three. Member Selzer asked if it is necessary to have a motion then to actually deny it or by not passing it does that act as the same point. Chairman Sweeney stated it is the same thing. Chairman Sweeney thanked Mr. Dick and Mr. Hug for coming up and speaking to the Board. Member Gordon stated that the General Report of the Land Use and Development Committee could be found on pages 227-228.

**POLLUTION CONTROL SITE HEARING COMMITTEE:**  
Member Gordon, Vice-Chairman, presented the following:

**FIRST AMENDMENT TO THE HOST COUNTY AGREEMENT**

WHEREAS, on September 21, 2004 the McLean County Board entered into a Host County Agreement with ADS of Illinois, Inc., the solid waste disposal facility located in McLean, Illinois; and

WHEREAS, said Host County Agreement specifically provides that ADS of Illinois, Inc shall pay to the County of McLean a Host Benefit Fee and that such Host Benefit Fee shall replace the "tipping fee" on the Effective Date of the Host County Agreement; and

WHEREAS, said Host County Agreement specifically permits the McLean County Board and ADS of Illinois, Inc. to mutually agree on amendments to the Host County Agreement; now therefore,

**IT IS AGREED AS FOLLOWS:**

1. The parties hereto agree that for purposes of establishing when ADS of Illinois, Inc. shall commence paying the County of McLean the Host Benefit Fees, the Effective Date of the Host Fee Agreement shall be July 1, 2005.
2. Correspondingly, the parties hereto further agree that ADS of Illinois, Inc. shall no longer pay the County of McLean "tipping fees" for solid waste permanently disposed of at the ADS of Illinois, Inc. solid waste disposal facility on or after July 1, 2005.
3. The parties hereto further agree that the McLean County Board shall repeal the Resolution Amending the Solid Waste Disposal Fee effective July 1, 2005.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the \_\_\_\_ day of August, 2005.

COUNTY OF McLEAN

ADS OF ILLINOIS, INC.

BY: \_\_\_\_\_  
MICHAEL F. SWEENEY, CHAIRMAN  
MCLEAN COUNTY BOARD

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
PEGGY ANN MILTON  
McLEAN COUNTY CLERK

ITS: \_\_\_\_\_

Members Gordon/Cavallini moved the County Board approve a Request for Approval of First Amendment to the Host County Agreement. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Gordon, Chairman, presented the following:

**RESOLUTION REPEALING THE RESOLUTION AMENDING THE SOLID WASTE DISPOSAL FEE**

WHEREAS, on November 19, 1991 the McLean County Board established a solid waste management fee, commonly know as a "tipping fee", of \$1.27 per ton of solid waste permanently disposed of at a solid waste disposal facility; and

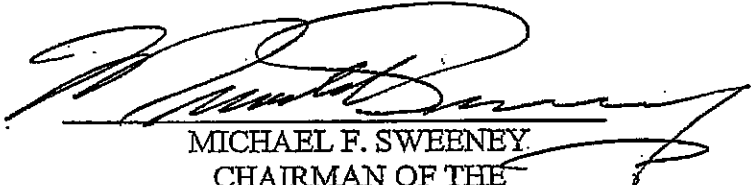
WHEREAS, on September 21, 2004 the McLean County Board entered into a Host County Agreement with ADS of Illinois, Inc., the solid waste disposal facility located in McLean, Illinois; and

WHEREAS, said Host County Agreement specifically provides that ADS of Illinois, Inc. shall pay to the County of McLean a Host Benefit Fee and that such Host Benefit Fee shall replace the "tipping fee" on July 1, 2005, which is the effective date of the Host County Agreement; and


WHEREAS, said Host County Agreement specifically provides that the County's "tipping fee" Resolution dated November 19, 1991 be repealed by the McLean County Board, now therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois that effective July 1, 2005, the Resolution Amending the Solid Waste Disposal Fee be and is hereby repealed.

Adopted this 11<sup>th</sup> day of August, 2005.

  
MICHAEL F. SWEENEY  
CHAIRMAN OF THE  
MCLEAN COUNTY BOARD

ATTEST:

  
PEGGY ANN MILTON  
COUNTY CLERK OF THE  
MCLEAN COUNTY BOARD

Members Gordon/Moss moved the County Board approve a Request for Approval of Resolution Repealing the Resolution Amending the Solid Waste Disposal Fee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: the General Report is found on pages 231-232.

REPORT OF THE COUNTY ADMINISTRATOR:  
Mr. Zeunik stated the following: I have nothing to present this morning.

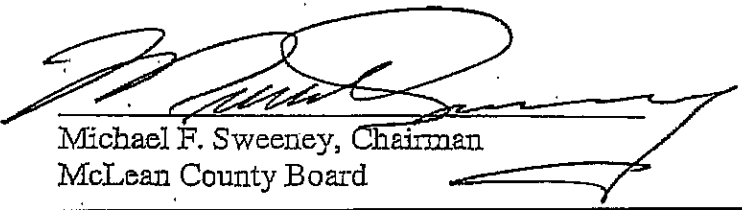
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

August 16, 2005

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$208,881.95	\$208,881.95
Finance		\$419,621.77	\$419,621.77
Human Services		\$511,628.62	\$511,628.62
Justice	\$978.70	\$1,963,025.28	\$1,964,003.98
Land Use	\$502.45	\$20,367.26	\$20,869.71
Property	\$33,177.91	\$313,235.52	\$346,413.43
Transportation		\$914,463.18	\$914,463.18
Health Board		\$431,992.13	\$431,992.13
T.B. Clinic		\$23,182.82	\$23,182.82
Disability Board		\$47,889.46	\$47,889.46
<b>Total</b>	<b>\$34,659.06</b>	<b>\$4,854,287.99</b>	<b>\$4,888,947.05</b>


  
Michael F. Sweeney, Chairman  
McLean County Board

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

Members Owens/Bass for adjournment until Tuesday, September 20, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:00 a.m.


\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of August, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 29th day of August, 2005.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk