



AMENDED

EXECUTIVE COMMITTEE AGENDA Room 400, Government Center

Tuesday, April 8, 2008

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – March 11, 2008
February 19, 2008 Stand-Up
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:
 - a) REAPPOINTMENTS:
BELFLOWER FIRE PROTECTION DISTRICT
Mr. Mark Paullin
36330 East 300 North Rd.
Bellflower, IL 61724

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT
Mr. Alan Roseman
14220 Royal Oaks Dr.
Bloomington, IL 61704

CHENOA FIRE PROTECTION DISTRICT
Mr. Richard Piercy
503 Spruce Street
Chenoa, IL 61726

DANVERS FIRE PROTECTION DISTRICT

Mr. Greg Yoder
8292 East 1650 North
Danvers, IL 61732

DOWNS FIRE PROTECTION DISTRICT

Mr. Charles West
108 E. Garfield
P.O. Box 166
Downs, IL 61736

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. John Sutter
210 S. High Street
Ellsworth, IL 61737

GRIDLEY TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Charles W. Stanhouse
Box 278
307 E. 6th Street
Gridley, IL 61744

HUDSON FIRE PROTECTION DISTRICT

Mr. Charles Engel
15748 E. 2500 North Rd.
Hudson, IL 61748

LEXINGTON FIRE PROTECTION DISTRICT

Mr. Mark R. Leake
705 W. Wall
Lexington, IL 61753

MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

Mr. J. Michael Strubhar
4340 East 600 North Road
McLean, IL 61754

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Lee Klintworth
309 2nd
P.O. Box 94
Anchor, IL 61720

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Joe Necessary
16186 E. 450 North Road
Heyworth, IL 61745

TOWANDA FIRE PROTECTION DISTRICT

Mr. Phil Richard
20341 E. 1900 N. Rd.
Towanda, IL 61776

b) APPOINTMENTS:
None

c) RESIGNATIONS:

BLOOMINGTON-NORMAL AIRPORT AUTHORITY

Mr. Steven J. Wannemacher
23 Monarch Dr.
Bloomington, IL 61704

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Darrel Oehler
8591 Berwicke Circle
Bloomington, IL 61704

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Bruce E. Butler
33398 E. 1000 North Road
Saybrook, IL 61770

- d) Request Approval to provide Financial Assistance, along with the City of Bloomington and the Town of Normal, to the McLean County Abraham Lincoln Bicentennial Commission in the amount of \$34,667.00 from each entity 1-6
- e) Request Approval of Resolution to Amend the Rules of the County Board of McLean County – Rules Subcommittee 7-8
- f) Request Approval of Resolution Adopting 2008 Legislative Sub-Committee Recommendations ATTACHED
- g) Request Approval of a Resolution Declaring the Month of April, 2008, as National Donate Life Month 9
- h) Request Approval of a Resolution of Congratulations to the Lexington Junior High School 8th Grade Girls' Volleyball Team 10
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

B. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented for Action:
 - a) Request Approval of Illinois Transportation Enhancement Program – Historic Route 66 Bikepath Grant Application

- b) Request Approval of East Side Highway Study – Context Sensitive Solution
 - (1) Revised – Engineering Agreement 37-60
 - (2) Revised – IDOT Federal Aid Agreement 61
- 2) Items to be Presented to the Board:
 - a) Request Approval of Resolution and Letting Results from the March 20, 2008 County MFT Maintenance and Construction Sections
 - b) Request Approval of Resolution and Letting Results from the March 20, 2008 County and Township 2008 MFT Maintenance Sections
 - c) Request Approval of Bridge Construction Petitions
 - (1) Anchor Twp. – Sec. 08-02123-00-BR – Kerber Bridge
 - d) Request Approval of 80,000 pound Weight Limit Resolution – Colfax/Weston Road (CH 13) (IL State Route 165 to US Route 24)
 - e) General Report
 - f) Other

C. Finance Committee – Chairman Selzer

- 1) Items to be Presented for Action:
 - a) Request Approval of Amendment No. 1 to the Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement for SHOWBUS to obtain an additional \$43,674.00 from the Illinois Department of Transportation (IDOT) – Building and Zoning 62-67
 - b) Request Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0102, Early Childhood Dental Caries Planning Grant – Health Department 68-70
 - c) Request Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0107, STD Prevention Grant – Health Department 71-72
 - d) Request Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0107, MRC Grant – Health Department 73-74

- 2) Items to be Presented to the Board:
 - a) Request Approval of Collective Bargaining Agreement by and between the McLean County Board and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on Behalf of AFSCME Local 537 – Highway Department
 - b) Request Approval of a Resolution Amending the Fiscal Year 2008 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2008 McLean County Combined Appropriation and Budget Ordinance for Fund 0102, Early Childhood Caries Planning Grant – Health Department
 - c) Request Approval of a Resolution Amending the Fiscal Year 2008 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2008 McLean County Combined Appropriation and Budget Ordinance for Fund 0107, STD Prevention Grant – Health Department
 - d) General Report
 - e) Other

D. Justice Committee – Chairman Renner

- 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk Document Storage Fund 0142 (to Purchase a Storage Area Network [SAN] Device) – Circuit Clerk’s Office 75-81
 - b) Request Approval a Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant from the Illinois Criminal Justice Information Authority for \$30,195.00 – Sheriff’s Department 82-115
- 2) Items to be Presented to the Board:
 - a) Request Approval of a Maintenance Agreement with Identix – Sheriff’s Department
 - b) Request Approval for an Addendum to the Justice Benefits Contract to seek Title IV-E Administrative Claims funds for McLean County Court Services, Juvenile Division – Court Services
 - c) Request Approval of an Ordinance by the McLean County Board setting a \$15.00 Fee to be charged by the McLean County Circuit Clerk for the Children’s Advocacy Center – Children’s Advocacy Center 116-132

- d) General Report
- e) Other

E. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee for the following grants:
 - (1) Household Hazardous Waste Collection Day - \$12,500.00
 - (2) City of Bloomington Tire Amnesty Day Program - \$2,000.00
 - (3) McLean County Battery Recycling Program Administered by the Ecology Action Center – \$8,000.00
- b) Request Approval to support the Lake County Legislative Initiative regarding Inoperable Vehicles In Senate Bill SB2005 and to Amend Article 2, Section 208 of the McLean County Zoning Ordinance regarding Inoperable Motor Vehicles
- c) General Report
- d) Other

F. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

- a) Request Approval of the Bid by Union Roofing to Replace the Roof at the McLean County Nursing Home – Nursing Home
- b) Request Approval of a Partnership Agreement between Coca-Cola Enterprises, Inc. d/b/a Central States Coca-Cola Bottling Company and McLean County Parks and Recreation – Parks and Recreation Department
- c) General Report
- d) Other

G. Report of the County Administrator

1) Items to be Presented to the Board:

- a) General Report
- b) Other

6. Other Business and Communications

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

8. Adjournment

**RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING AND ADOPTING THE
2008 LEGISLATIVE SUBCOMMITTEE RECOMMENDATIONS**

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, recommended that the County Board support certain legislation and oppose certain legislation now being considered by the Illinois General Assembly; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 5182 which would create an Illinois Office of Probation Services and thereby separate State funding for Probation Services under a separate State agency apart and distinct from the Administrative Office of the Illinois Courts; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 2005 which adds a further definition for inoperable vehicles, provided that this bill is amended in the House to reduce the population threshold to 150,000 or more; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4505 which would allow an Emergency Telephone Systems Board to use the 911 surcharge revenues to purchase Emergency Warning Sirens; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4725 which would allow County Board members to be appointed and serve as a member of the Emergency Telephone System Board; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4956 which would allow the County Board to increase the Children's Waiting Room Fee from \$5.00 to \$10.00; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 2321 which would allow the County Board to authorize a County Law Library Fee of not more than \$18.00 in 2008, \$19.00 in 2009, \$21.00 in 2010 and thereafter; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 1965 which would require that a person confined in a County Jail who is in need of medical assistance and is determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is detained, then the State shall reimburse the cost of medical services provided, to the extent such cost exceeds \$500.00; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board oppose House Bill 1518 which would raise the Juvenile Delinquent Age from 17 years to 18 years; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board oppose House Bill 4164 which would require that a Special Use Permit may not be granted for a term of

(2)

more than five (5) years and further provides that Special Use Permits granted before the effective date of this amendatory Act expire five (5) years after the effective date; and,

WHEREAS, the Legislative Subcommittee, at its meeting on March 25, 2008, recommended that the McLean County Board support certain legislation and oppose certain legislation now being considered by the Illinois General Assembly; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the 2008 Legislative Subcommittee recommendations are hereby adopted and that said recommendations be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of the 2008 Legislative Subcommittee recommendations be forwarded to Mr. William Anderson of Anderson Legislative Consulting, and to Metro Counties of Illinois who represent McLean County's interests to the Illinois General Assembly and to the Offices, Departments and Agencies of the State of Illinois with the request that they give serious consideration to supporting the 2008 Legislative Subcommittee recommendations.

ADOPTED by the County Board of McLean County, Illinois this 15th day of April, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

Bill Status of HB5182 95th General Assembly

Short Description: PROBATION AGENCY

House Sponsors
Rep. Marlow H. Colvin

Last Action

Date	Chamber	Action
2/14/2008	House	Referred to <u>Rules Committee</u>

Statutes Amended In Order of Appearance

- 730 ILCS 5/Act title Unified Code of Corrections.
- 730 ILCS 5/5-5.5-40
- 730 ILCS 110/9b from Ch. 38, par. 204-1b
- 730 ILCS 110/13 from Ch. 38, par. 204-5
- 730 ILCS 110/14 from Ch. 38, par. 204-6
- 730 ILCS 110/15 from Ch. 38, par. 204-7
- 730 ILCS 110/15.1 from Ch. 38, par. 204-7.1
- 730 ILCS 110/16 from Ch. 38, par. 204-8
- 730 ILCS 110/16.1

Synopsis As Introduced

Amends the Unified Code of Corrections and the Probation and Probation Officers Act. Abolishes the Division of Probation Services of the Illinois Supreme Court. Transfers the Division's powers and duties to the Illinois Office of Probation Services. Transfers various functions relating to probation services from the chief judge of the circuit court or his or her designee to the county board or the county board chairman or president.

Actions

Date	Chamber	Action
2/14/2008	House	Filed with the Clerk by <u>Rep. Marlow H. Colvin</u>
2/14/2008	House	First Reading
2/14/2008	House	Referred to <u>Rules Committee</u>

Bill Status of SB2005 95th General Assembly**Short Description:** CNTY CD-INOPERABLE VEHICLES**Senate Sponsors**Sen. [Terry Link](#)**House Sponsors**

(Rep.)

Last Action

Date	Chamber	Action
4/1/2008	House	Placed on Calendar Order of First Reading

Statutes Amended In Order of Appearance[55 ILCS 5/5-1092](#)

from Ch. 34, par. 5-1092

Synopsis As Introduced

Amends the Counties Code. Provides that the definition of "inoperable vehicle" includes any motor vehicle that does not have a current license plate or current license tags attached to it if a current license plate or license tags are otherwise required under the Illinois Vehicle Code. Effective immediately.

Senate Committee Amendment No. 1

Deletes everything after the enacting clause. Amends the Counties Code. Reinserts the substantive provisions of the introduced bill, and provides that those provisions apply in a non-home rule county with a population of more than 250,000. Effective immediately.

Senate Committee Amendment No. 2

Provides that, in a county with a population of more than 500,000 (instead of 250,000), the definition of "inoperable motor vehicle" includes a motor vehicle that does not have a current license plate or current license tags.

Actions

Date	Chamber	Action
2/7/2008	Senate	Filed with Secretary by Sen. Terry Link
2/7/2008	Senate	First Reading
2/7/2008	Senate	Referred to Rules
2/14/2008	Senate	Assigned to Local Government
2/21/2008	Senate	Held in Local Government
2/21/2008	Senate	Senate Committee Amendment No. 1 Filed with Secretary by Sen. Terry Link
2/21/2008	Senate	Senate Committee Amendment No. 1 Referred to Rules
2/27/2008	Senate	Senate Committee Amendment No. 1 Rules Refers to Local Government
2/28/2008	Senate	Senate Committee Amendment No. 1 Held in Local Government
2/28/2008	Senate	Held in Local Government
2/28/2008	Senate	Senate Committee Amendment No. 2 Filed with Secretary by Sen. Terry Link
2/28/2008	Senate	Senate Committee Amendment No. 2 Referred to Rules
3/5/2008	Senate	Senate Committee Amendment No. 2 Rules Refers to Local Government
3/6/2008	Senate	Senate Committee Amendment No. 1 Adopted
3/6/2008	Senate	Senate Committee Amendment No. 2 Adopted

3/6/2008	Senate	Do Pass as Amended <u>Local Government; 010-000-000</u>
3/6/2008	Senate	Placed on Calendar Order of 2nd Reading March 11, 2008
3/13/2008	Senate	Second Reading
3/13/2008	Senate	Placed on Calendar Order of 3rd Reading April 1, 2008
4/1/2008	Senate	Third Reading - Passed; <u>052-000-000</u>
4/1/2008	House	Arrived in House
4/1/2008	House	Placed on Calendar Order of First Reading

Bill Status of HB4505 95th General Assembly

Short Description: EMERG TEL SYSTEMS-WARNING

House Sponsors

Rep. Roger L. Eddy - David Reis

Last Action

Date	Chamber	Action
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

Statutes Amended In Order of Appearance

50 ILCS 750/15.4

from Ch. 134, par. 45.4

Synopsis As Introduced

Amends the Emergency Telephone System Act. Provides that moneys in an Emergency Telephone System Fund account established by a municipality or county may be used to pay for costs associated with emergency warning systems. Effective immediately.

Actions

Date	Chamber	Action
1/17/2008	House	Filed with the Clerk by <u>Rep. Roger L. Eddy</u>
1/18/2008	House	First Reading
1/18/2008	House	Referred to <u>Rules Committee</u>
3/11/2008	House	Assigned to <u>Telecommunications Committee</u>
3/11/2008	House	Motion to Suspend Rule 25 - Prevalled
3/13/2008	House	Do Pass / Short Debate <u>Telecommunications Committee</u> ; 022-000-000
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate
4/3/2008	House	Added Chief Co-Sponsor <u>Rep. David Reis</u>

Bill Status of HB4725 95th General Assembly**Short Description:** EMERG TEL SYSTEMS-CNTY BOARD**House Sponsors**Rep. Jack McGuire - Thomas Holbrook**Senate Sponsors**(Sen. William R. Haine)**Last Action**

Date	Chamber	Action
4/3/2008	Senate	Placed on Calendar Order of First Reading April 8, 2008

Statutes Amended In Order of Appearance50 ILCS 750/15.4

from Ch. 134, par. 45.4

Synopsis As Introduced

Amends the Emergency Telephone System Act. Provides that county board members may serve on an Emergency Telephone System Board.

Actions

Date	Chamber	Action
1/31/2008	House	Filed with the Clerk by <u>Rep. Jack McGuire</u>
2/1/2008	House	First Reading
2/1/2008	House	Referred to <u>Rules Committee</u>
3/3/2008	House	Assigned to <u>Local Government Committee</u>
3/12/2008	House	Added Chief Co-Sponsor <u>Rep. Thomas Holbrook</u>
3/12/2008	House	Do Pass / Short Debate <u>Local Government Committee</u> ; 010-000-000
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate
4/1/2008	House	Second Reading - Short Debate
4/1/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate
4/2/2008	House	Third Reading - Short Debate - Passed <u>110-000-000</u>
4/3/2008	Senate	Arrive in Senate
4/3/2008	Senate	Placed on Calendar Order of First Reading April 8, 2008
4/3/2008	Senate	Chief Senate Sponsor <u>Sen. William R. Haine</u>

Bill Status of HB4956 95th General Assembly**Short Description:** CT CLK FEE-CHILDREN WAITING RM**House Sponsors**
Rep. Elaine Nekritz**Last Action**

Date	Chamber	Action
3/13/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate

Statutes Amended In Order of Appearance705 ILCS 105/27.7**Synopsis As Introduced**

Amends the Clerks of Courts Act. Provides that a clerk may charge a children's waiting room fee of \$10 (instead of \$5). Effective immediately.

Actions

Date	Chamber	Action
2/13/2008	House	Filed with the Clerk by <u>Rep. Elaine Nekritz</u>
2/13/2008	House	First Reading
2/13/2008	House	Referred to <u>Rules Committee</u>
2/20/2008	House	Assigned to <u>Local Government Committee</u>
2/27/2008	House	Do Pass / Short Debate <u>Local Government Committee; 006-004-000</u>
2/28/2008	House	Placed on Calendar 2nd Reading - Short Debate
3/13/2008	House	Second Reading - Short Debate
3/13/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate

Bill Status of SB2321 95th General Assembly

Short Description: CNTY CD-LAW LIBRARY

Senate SponsorsSen. Donne E. Trotter - Mattie Hunter**Last Action**

Date	Chamber	Action
2/28/2008	Senate	Placed on Calendar Order of 2nd Reading March 5, 2008

Statutes Amended In Order of Appearance55 ILCS 5/5-39001

from Ch. 34, par. 5-39001

Synopsis As Introduced

Amends the Counties Code. Provides that the county board may authorize a county law library fee of not more than (i) \$18 in 2008, (ii) \$19 in 2009, and (iii) \$21 in 2010 and thereafter (now, \$13). Effective immediately.

Actions

Date	Chamber	Action
2/14/2008	Senate	Filed with Secretary by <u>Sen. Donne E. Trotter</u>
2/14/2008	Senate	First Reading
2/14/2008	Senate	Referred to <u>Rules</u>
2/20/2008	Senate	Assigned to <u>Local Government</u>
2/28/2008	Senate	Do Pass <u>Local Government</u> ; 008-000-000
2/28/2008	Senate	Placed on Calendar Order of 2nd Reading March 5, 2008
3/6/2008	Senate	Added as Chief Co-Sponsor <u>Sen. Mattie Hunter</u>

Bill Status of SB1965 95th General Assembly**Short Description:** COUNTY JAIL-MEDICAL EXPENSES**Senate Sponsors**Sen. William R. Haine**Last Action**

Date	Chamber	Action
3/12/2008	Senate	Placed on Calendar Order of 2nd Reading March 13, 2008

Statutes Amended In Order of Appearance730 ILCS 125/17

from Ch. 75, par. 117

Synopsis As Introduced

Amends the County Jail Act. Provides that if a person confined in a county jail is in need of medical services and is determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is detained (rather than has already been determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is initially detained pending trial), the cost of such services, to the extent such cost exceeds \$500, shall be reimbursed by the Department of Healthcare and Family Services under that Code. Provides that "medical expenses" include medical and hospital services but do not include expenses incurred for medical care or treatment provided to a person on account of a self-inflicted injury incurred prior to or in the course of an arrest. Provides that when medical services are required by any person held in custody, the county, private hospital, physician, or any public agency which provides such services shall be entitled to obtain reimbursement from the county. Eliminates the ability of such entities to obtain reimbursement from the Arrestee's Medical Costs Fund. Changes the name of the Arrestee's Medical Costs Fund to the County Jail Medical Costs Fund. Provides that in such cases, the county shall be entitled to obtain reimbursement from the County Jail Medical Costs Fund to the extent moneys are available from the Fund. Provides that moneys in the Fund shall be used solely for reimbursement to the county of costs for medical expenses and administration of the Fund. Effective immediately.

Actions

Date	Chamber	Action
2/7/2008	Senate	Filed with Secretary by <u>Sen. William R. Haine</u>
2/7/2008	Senate	First Reading
2/7/2008	Senate	Referred to <u>Rules</u>
3/5/2008	Senate	Assigned to <u>Public Health</u>
3/12/2008	Senate	Do Pass <u>Public Health</u> ; 009-002-000
3/12/2008	Senate	Placed on Calendar Order of 2nd Reading March 13, 2008

delinquent minors.

Correctional Note (Department of Corrections)

Corrections Population Impact: 257 Youths/399 Inmates (Reduction); Fiscal Impact: \$104,964,100

Fiscal Note (Admin Office of the Illinois Courts)

HB 1518, expands the jurisdiction of the Juvenile Court, which would increase the demand for judicial resources for that function. The specific fiscal impact cannot be determined at this time.

State Mandates Fiscal Note (Dept. of Commerce & Economic Opportunity)

In the opinion of the Department of Commerce and Economic Opportunity, HB 1518 does not create a State mandate under the State Mandates Act.

Actions

Date	Chamber	Action
2/21/2007	House	Filed with the Clerk by Rep. Annazette Collins
2/22/2007	House	First Reading
2/22/2007	House	Referred to <u>Rules Committee</u>
2/27/2007	House	Assigned to <u>Juvenile Justice Reform Committee</u>
3/22/2007	House	Do Pass / Standard Debate <u>Juvenile Justice Reform Committee</u> ; 006-005-000
3/22/2007	House	Placed on Calendar 2nd Reading - Standard Debate
3/22/2007	House	Added Chief Co-Sponsor Rep. Monique D. Davis
3/22/2007	House	Added Chief Co-Sponsor Rep. Eddie Washington
3/23/2007	House	Correctional Note Filed
3/27/2007	House	Fiscal Note Requested by Rep. William B. Black
3/27/2007	House	Fiscal Note Filed
3/27/2007	House	State Mandates Fiscal Note Requested by Rep. Rich Brauer
4/17/2007	House	State Mandates Fiscal Note Filed
4/27/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 3, 2007
5/3/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 10, 2007
5/10/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 18, 2007
5/18/2007	House	Final Action Deadline Extended-9(b) May 25, 2007
5/25/2007	House	Rule 19(a) / Re-referred to <u>Rules Committee</u>
2/6/2008	House	Approved for Consideration <u>Rules Committee</u> ; 003-000-000
2/6/2008	House	Placed on Calendar 2nd Reading - Short Debate
2/6/2008	House	Second Reading - Short Debate
2/6/2008	House	Held on Calendar Order of Second Reading - Short Debate

Bill Status of HB4164 95th General Assembly**Short Description:** LOCAL GOV-SPECIAL USE**House Sponsors**
Rep. William B. Black**Last Action**

Date	Chamber	Action
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

Statutes Amended In Order of Appearance55 ILCS 5/5-12009.565 ILCS 5/11-13-1.1

from Ch. 24, par. 11-13-1.1

Synopsis As Introduced

Amends the Counties Code and the Illinois Municipal Code. Provides that a special use permit may not be granted for a term of more than 5 years. Provides that special use permits granted before the effective date of the amendatory Act expire 5 years after that effective date. Denies home rule powers. Effective immediately.

Actions

Date	Chamber	Action
11/2/2007	House	Filed with the Clerk by <u>Rep. William B. Black</u>
11/2/2007	House	First Reading
11/2/2007	House	Referred to <u>Rules Committee</u>
3/5/2008	House	Assigned to <u>Local Government Committee</u>
3/12/2008	House	Do Pass / Short Debate <u>Local Government Committee</u> ; 010-000-000
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

Bill Status of HB1518 95th General Assembly**Short Description:** JUV CT-DELINQUENCY AGE**House Sponsors**Rep. Annazette Collins - Monique D. Davis - Eddie Washington**Last Action**

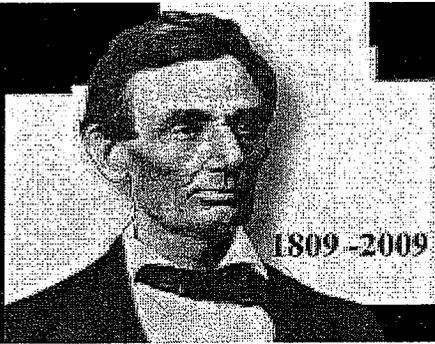
Date	Chamber	Action
2/6/2008	House	Held on Calendar Order of Second Reading - Short Debate

Statutes Amended In Order of Appearance

<u>705 ILCS 405/1-7</u>	from Ch. 37, par. 801-7
<u>705 ILCS 405/1-8</u>	from Ch. 37, par. 801-8
<u>705 ILCS 405/1-9</u>	from Ch. 37, par. 801-9
<u>705 ILCS 405/2-10</u>	from Ch. 37, par. 802-10
<u>705 ILCS 405/3-12</u>	from Ch. 37, par. 803-12
<u>705 ILCS 405/4-9</u>	from Ch. 37, par. 804-9
<u>705 ILCS 405/5-105</u>	
<u>705 ILCS 405/5-120</u>	
<u>705 ILCS 405/5-130</u>	
<u>705 ILCS 405/5-401.5</u>	
<u>705 ILCS 405/5-410</u>	
<u>705 ILCS 405/5-901</u>	
<u>705 ILCS 405/5-905</u>	
<u>705 ILCS 405/5-915</u>	
<u>730 ILCS 5/3-2-5</u>	from Ch. 38, par. 1003-2-5
<u>730 ILCS 5/3-10-7</u>	from Ch. 38, par. 1003-10-7
<u>730 ILCS 5/3-19-5</u>	
<u>730 ILCS 5/5-5-3</u>	from Ch. 38, par. 1005-5-3
<u>730 ILCS 5/5-5-3.2</u>	from Ch. 38, par. 1005-5-3.2
<u>730 ILCS 5/5-6-3</u>	from Ch. 38, par. 1005-6-3
<u>730 ILCS 5/5-6-3.1</u>	from Ch. 38, par. 1005-6-3.1
<u>730 ILCS 5/5-7-1</u>	from Ch. 38, par. 1005-7-1
<u>730 ILCS 5/5-8-1.1</u>	from Ch. 38, par. 1005-8-1.1
<u>730 ILCS 5/5-8-1.2</u>	
<u>730 ILCS 5/5-8-6</u>	from Ch. 38, par. 1005-8-6
<u>730 ILCS 150/2</u>	from Ch. 38, par. 222
<u>730 ILCS 150/3</u>	from Ch. 38, par. 223
<u>730 ILCS 154/5</u>	
<u>730 ILCS 154/10</u>	

Synopsis As Introduced

Amends the Juvenile Court Act of 1987, the Unified Code of Corrections, the Sex Offender Registration Act, and the Child Murderer and Violent Offender Against Youth Registration Act. Provides that persons under 18 years of age (rather than under 17 years of age) who commit offenses are subject to the proceedings under the Act for



McLean County Abraham Lincoln Bicentennial Commission

March 17, 2008

The Honorable Chairman and Members
McLean County Board
P.O. Box 2400
Bloomington, IL 61702-2400

Dear Mr. Chairman and Board Members:

On behalf of the McLean County Abraham Lincoln Bicentennial Commission, I am writing you today to request your consideration of providing financial assistance, along with the City of Bloomington and the Town of Normal, for the celebration of the Bicentennial of President Abraham Lincoln's birth. The Bicentennial Commission has been working diligently with local citizens and groups over the past 12 months to develop ways in which we can recognize and celebrate this once in a lifetime occasion. The Commission is dedicated to educating our citizens and visitors of the important role McLean County and its citizens played in the life of President Lincoln.

Attached, the Abraham Lincoln Commission has developed a budget, which includes public and private funding sources. Major activities of this proposal include: 1) a statue of Lincoln, Davis & Fell; 2) a play commemorating Lincoln's time in McLean County; 3) a permanent exhibit of Lincoln's time in McLean County and on the 8th Judicial Circuit, and 4) a Speakers Program bringing Lincoln experts to our community.

The individual funding by each of the three units of government to provide these educational and legacy programs would be \$34,667. Please be assured that the Commission recognizes the significance of these contributions and is committed to living within this budget. In addition, the Commission continues to explore other opportunities to enhance revenues for these programs.

Changes in this budget from the previous:

- 1) The statue expense will be funded exclusively by seeking private and corporate donors. This is the single largest expense in our budget.
- 2) Grants:
 - a) From the Ill. Bicentennial Commission \$22,750 for a statue of Lincoln, Davis & Fell,
 - b) From the Ill. Bicentennial Commission \$10,000 for the exhibit of Lincoln and his work here in the 8th Judicial Circuit,
 - c) From the Convention and Visitors Bureau \$10,000 for the exhibit.
- d) The Commission is preparing two additional grant requests totaling \$20,000 for the Lincoln Historical Play.

- 3) The exhibit: "The 8th Judicial Circuit" will be on permanent display at the David Davis Mansion. Should additional funds become available, we could consider a travelling exhibit, as originally proposed, that we could lease to other counties comprising the 8th Circuit.
- 4) The David Davis Mansion Foundation (DDMF), which has significant experience working on similar public/private projects, has agreed to serve as the Commission's fiscal agent. Expenses would be authorized by the ALBC, and then paid through DDMF with a monthly statement provided. The ALBC will provide periodic updates to the governmental units on the status of its work.

We look forward to addressing your body and answering any questions you may have concerning this request, at your earliest convenience.

Sincerely,



John Krueger, Vice-Chairman
McLean County Abraham Lincoln Bicentennial Committee

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE
ABRAHAM LINCOLN BICENTENNIAL COMMISSION
OF MCLEAN COUNTY**

This Intergovernmental Agreement is entered into by and between the City of Bloomington, Town of Normal, County of McLean, Abraham Lincoln Bicentennial Commission of McLean County, Illinois and the David Davis Mansion Foundation.

WHEREAS, the City of Bloomington, Town of Normal and County of McLean (hereafter Governmental Units) by Resolution adopted in 2006 formed the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units desire to provide public funding for certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units have authority to associate with each other and with other entities, public or private, pursuant to Article VII Section 10 of the Illinois Constitution 1970; and

WHEREAS, public funding of certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County is in the best interests of the citizens of the respective parties and not prohibited by law.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Upon approval of the governmental bodies for the Governmental Units each of the three governmental units shall no later than May 31, 2008, contribute \$34,667.00 each to the David Davis Mansion Foundation to be used by the David Davis Mansion Foundation as provided herein and for no other purpose.
2. The David Davis Mansion Foundation shall administer the funds described above solely for the benefit of the Abraham Lincoln Bicentennial Commission of McLean County.
3. The Abraham Lincoln Bicentennial Commission of McLean County may expend the funds only for those purposes and in those amounts set forth as local government projected revenue in Exhibit 1 attached hereto.
4. The Abraham Lincoln Bicentennial Commission of McLean County shall submit progress reports to the Governmental Units as requested by any of the Governmental Units, but no less frequently than on or before January 1, 2009 and upon completion of the activities described in Exhibit A as "Item and/or Activity."

5. The David Davis Mansion Foundation shall act as fiscal agent of the Abraham Lincoln Bicentennial Commission of McLean County and administer disbursement of the fund for the stated purposes.

6. The David Davis Mansion Foundation shall keep a strict account of receipts and expenditures made pursuant to this Agreement and maintain said records for a minimum of 3 years.

7. The Governmental Units, either individually or collectively, shall have the right to audit the David Davis Mansion Foundation records in order to determine compliance with this Agreement. The David Davis Mansion Foundation shall make its records readily available for such audit purposes upon reasonable request.

8. In the event the funds are misapplied or otherwise misappropriated for uses not authorized herein, then the David Davis Mansion Foundation shall reimburse the Governmental Units the amount of each misapplied or misappropriated funds.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date adjacent to the signature line.

City of Bloomington

Date

By _____

Attest:

Town of Normal

Date

By _____

Attest:

County of McLean

Date

By _____

Attest:

Abraham Lincoln Bicentennial Commission
of McLean County, Illinois

Date

By _____

Attest:

David Davis Mansion Foundation

Date

By _____

Attest:

McLean County Abraham Lincoln Bicentennial Commission
 Proposed Budget
 2/29/2008

Item and/or activity	Expenses		PROJECTED REVENUE					
	1/1-7/1/2008	7/1-12/31/08	1/1-3/31/09	Grants	Private/ Corp. Donors	Local Government	Admissions, etc.	Other sources
Statue of Davis, Fell, & Lincoln	\$100,000	\$100,000		\$22,750	\$177,250			
Interpretive Historical Lincoln Play			\$65,000	\$20,000	\$10,000	\$30,000	\$5,000	
Permanent Exhibit		\$23,500		\$20,000	\$3,500			
Illinois Symphony Concert BCPA Rental		\$6,000				\$6,000		
Public Lectures \ McLean County Reads Program	\$10,000	\$10,000	\$5,000			\$25,000		
McLean County Lincoln Commission Administrative Operations	\$5,000	\$5,000	\$3,000			\$13,000		
Marketing and Advertising	\$5,000	\$5,000	\$10,000			\$20,000		
Speakers Bureau (in kind)								
Contingency		\$5,000	\$5,000			\$10,000		
TOTALS	\$120,000	\$154,500	\$88,000	\$62,750	\$190,750	\$104,000	\$5,000	\$0
			\$362,500					\$362,500

Local government share is \$34,667 per organization

**RESOLUTION TO AMEND THE RULES
OF THE COUNTY BOARD OF McLEAN COUNTY**

WHEREAS, the McLean County Board last amended the Rules of the McLean County Board on March 18, 2008, and

WHEREAS, the McLean County Board deems it necessary and appropriate to amend its rules for the purpose of addressing committee alternates, now therefore

BE IT RESOLVED that the Rules of the County Board of McLean County be amended as follows:

1. That the current paragraph 5.15-3 be deleted.
2. That the current paragraph numbered 5.15-3 (A) be deleted and replaced with a new paragraph 5.15-3.1 as follows:

5.15-3.1 Alternate Members. An alternate member may be appointed to any standing committee by the Chairman of the McLean County Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and, in so doing, shall have all the privileges and duties of a regular member.

3. That current paragraph 5.15-3 (B) be deleted and replaced with a new paragraph 5.15-3.2 as follows:

5.15-3.2 Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned. Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

These amendments shall become effective immediately upon and after its adoption.

ADOPTED by the McLean County Board the 15th day of April, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

5.15-3 Alternate Members and Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned.

5.15-3.1 Alternate Members. (A) An alternate member may be appointed to any each standing committee by the Chairman of the Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and, in doing so, shall have all the privileges and duties of a regular member ~~while so serving~~.

5.15-3.2 Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned (B) Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

RESOLUTION of the McLEAN COUNTY BOARD
DECLARING THE MONTH OF APRIL, 2008, AS
NATIONAL DONATE LIFE MONTH

WHEREAS, currently more than 98,000 men, women and children in our country, including more than 4,500 in Illinois, are waiting for lifesaving organ transplants and an average of 18 people die each day while waiting; and,

WHEREAS, many lives are enhanced and improved by the donation of organs, tissue, eyes, blood and bone marrow and that an estimated one of every 20 Americans will require a tissue transplant during his or her lifetime; and,

WHEREAS, tens of thousands of caring Illinois families have consented to give the gift of hope through organ and tissue donation at the death of a loved one; and,

WHEREAS, on January 1, 2006, pursuant to Illinois law, within the Illinois Secretary of State's Office, an organ/tissue donor's registry was created, which ensures a person's right to donate; and,

WHEREAS, McLean County citizens are actively involved in the Secretary of State's Life Goes On Committee; and,

WHEREAS, the McLean County Board wishes to recognize the mission and goals of the many groups that are involved in providing education about organ/tissue donation and the Secretary of State's organ/tissue donor registry; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, that the month of April, 2008 is hereby proclaimed National Donate Life Month in McLean County, Illinois.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington Junior High School 8th Grade girls' volleyball team during the 2008 volleyball season; and,

WHEREAS, the Lexington Junior High School 8th Grade girls' volleyball team finished the 2008 season with an overall season record of 24 Tournament wins and 2 Tournament losses; and,

WHEREAS, the Lexington Junior High School 8th Grade girls' volleyball team won the Illinois Elementary School Association (IESA) 8th Grade Volleyball Class 2A State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Julie Thomas, Assistant Coaches Nicki Frank and Al Schroeder, Manager Amanda Saltzman, and Team Members Taylor Winterland, Kaley Ummel, Sydney Freed, Kelsey Heitzmann, Ashley Grass, Annessa Anderson, Caitlin Kelley, Niki Caldwell, Maggie Hayes, Laura Miller, Bridgette Sims, Taylor Leake, and Amanda Leake; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Lexington Junior High School 8th Grade girls' volleyball team are to be congratulated on winning the IESA 8th Grade Volleyball Class 2A State Championship and on an outstanding season.

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



General Project Information

Submittal Date: _____ ITEP# (assigned by IDOT) _____

Project Title: Historic Route 66 Bikepath

Project	Funding
Federal Enhancement Share	\$2,444,000
Sponsor Share	\$624,000
Total Cost	\$3,068,000
<i>For official use only/Non-reimbursable costs are not included</i>	

IDOT District Number(s) (Project Location – refer to Appendix 4) 5

Metropolitan Planning Organization (MPO) McLean County Regional Planning Commission

Mayoral Council(s) _____

City/Village _____

Note: List all appropriate counties, congressional and legislative districts for the proposed project.
(There may be multiple counties/districts)

County(ies) McLean

Congressional District(s) 11 (Jerry Weller), 15 (Timothy Johnson)

Legislative District(s)

Representative 87 (Bill Mitchell), 88 (Dan Brady), 105 (Shane Cultra), 106 (Keith Sommer)

Senate 44 (Bill Brady), 53 (Dan Rutherford)

Sponsor Information

Project Sponsor (Local Government or state agency) County of McLean

Contact person (Mr./Mrs./Ms.) Mr. Jeff Tracy

Address 102 S. Towanda-Barnes Rd.

City Bloomington Zip 61704

Phone Number 309-663-9445 Fax Number 309-662-8038

E-mail Address jeff.tracy@mcleancountyil.gov

Co-Sponsor(s) if applicable See attachment for co-sponsors and Mayors

Please include Mayor or Village President's name and address below if he/she is not listed as the contact person.

Project Category Eligibility Checklist

The eligibility criteria listed under each category must be met to qualify for funding. The program categories are explained in detail in Section B. This check list will be used to determine project eligibility. Your project may fall into more than one category. However, check only the one most relevant category.

Pedestrian/Bicycle Facilities

- Facilitates transportation from one destination to another
- Included in a local, regional or statewide plan
- Includes signing of facility

Scenic/Historic Highway Programs (tourist and welcome center facilities)

- Located on one of the national scenic byways, historic highways or a multi-state historic highway; must be approved by scenic byway organization or highway committee
- Included in scenic byway or historic highway corridor management plan or overall plan (Scenic Overlooks or Tourist/Welcome Centers)
- Located on publicly owned and operated property
- Provides interpretation for the scenic byway or historic highway

Landscape/Scenic Beautification

- Located on publicly owned and operated property

Historic Preservation

- Related to surface transportation
- Listed on at least one of the five historic designations and located on publicly owned and operated property

Rehabilitation of Historic Transportation Buildings, Structures or Facilities

- Related to an active or inactive transportation system
- Listed on at least one of the five historic designations and located on publicly owned and operated property

Safety/Education activities for Pedestrians/Bicyclists

- Has regional significance and cannot duplicate other efforts

Acquisition of Scenic Easements or Scenic/Historic Sites

- Located on one of the national scenic byways or historic highways and approved by scenic byways organization or highway committee
- Included in Scenic byway or historic highway corridor management plan or overall plan
- Must be maintained for scenic/historic qualities

(continued on next page)

Project Category Eligibility Checklist *(continued)*

- Preservation of Abandoned Railway Corridors for Conversion to Trails
 - Facilitates transportation from one destination to another
 - Must be scheduled for construction within the next ten years
 - Must be included in a local, regional or statewide plan

- Control and Removal of Outdoor Advertising
 - Advertising must be non-conforming and on a primary route

- Transportation Museums
 - Must be owned and operated by a not-for-profit or public agency
 - Must be a member of the Illinois Association of Museums
 - Demonstrate sponsor's ability to maintain or establish a museum
 - Consists predominately of transportation-related materials

- Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
 - Demonstrate mitigation benefits beyond what is considered standard environmental mitigation of a project
 - Identifies source of water pollution in the project application
 - Identifies vegetation management strategies used to improve highway water quality
 - Identifies types of wildlife that would benefit and outline their migration patterns, habitat use and current mortality rates
 - Demonstrates restoration, improvement or maintenance of habitat connectivity

- Archeological Planning and Research
 - Focuses on physical evidence of historic or prehistoric human life or activity relating to surface transportation
 - Demonstrates consistency with the Secretary of the Interior's Standards for Preservation Projects
 - Provides access for the traveling public to ruins, artifacts, structural remains and other physical evidences

Project Costs

It is critical to your project and IDOT's programming to provide the most accurate information possible. Cost estimates should be prepared by someone familiar with the type of work proposed, such as an engineering firm or architectural firm. In addition to the summary table below, a detailed cost estimate is required for all submittals.

Cost Estimates Jeff Tracy Phone 309-663-
 Prepared By: No: 9445
 Agency/Firm: McLean County Highway Dept

<u>Type of Work</u>	<u>Federal Share</u>	<u>Sponsor Share (Local Match)</u>	<u>Ineligible Items</u>	<u>Totals</u>
Preliminary Engineering I				
Preliminary Engineering II	\$182,000	\$45,500		\$227,500
Right-of-Way Acquisition (50/50)		\$13,000		\$13,000
Utility Relocations				
Construction	\$2,080,000	\$520,000		\$2,600,000
Construction Engineering	\$182,000	\$45,500		\$227,500
Total Project Costs	\$2,444,000	\$624,000		\$3,068,000

Federal Enhancement Share	\$ 2,444,000	<i>(transfer totals from above)</i>
Sponsor Share	\$ 624,000	
Ineligible Items	\$	
Total Project Costs	\$ 3,068,000	

NOTE: Maximum allowable combined percentages of PE I, PE II and CE is 30% of construction total

A minimum 20 percent local match is required for all types of work with the exception of right-of-way acquisition which requires a 50 percent local match.

_____	% Percent local match (for official use only)
-------	--

Project Costs (continued)

Do you qualify for credits under the Local Agency Federal Flexible Match Program?
(Refer to Section C and Appendix 6 of the Guidelines Manual.)

Yes

Anticipated eligible amount: \$ _____

No

If you have or will be applying for funding through other programs or state agencies for the proposed enhancement project or for the sponsor match, please provide the following information: the agency, type of program and amount of funds.

It is anticipated that we will be applying for a Bike Trail Grant from the DNR once we find out if we will receive funding through the ITEP grant.

PROJECT DESCRIPTION

Detailed Project Description

The proposed Route 66 Bikeway would provide a safe and efficient route for non-motorized travel between communities along Historic Route 66 in McLean County. Our goal is to provide a safe avenue for the citizens of McLean County to access the Bloomington-Normal area as well as other communities. This bikeway is planned as an off-road facility that will run parallel to Historic Route 66. While the proposed bikeway is for the most part outside of the Bloomington-Normal metropolitan area it will connect to the two cities Constitution Trail System. This will not only give people from the smaller towns access to Bloomington-Normal it will provide access for the Twin City residents to other communities and natural areas. This project has been divided into 5 sections in order to allow for the construction of the trail as funds become available and at a cost some of the smaller communities in our group can afford. At present we are nearly finished with the Phase I Engineering on the first three sections of our project. It is our intent to have this study approved by the end of 2005. This would allow us to proceed with the Phase II engineering and construction in 2006. The first section that we plan to construct is from the southern edge of Bloomington extending approximately 7.5 miles to Funks Grove. This portion of the trail will connect to Bloomington's Constitution Trail and will extend south through Shirley ending south of Funks Grove.

The project will include engineering, the construction of the trail surface, extension of drainage structures, a trail bridge over Timber Creek and signing of the trail. We chose to improve this section first as it provides access to a very important natural and historic area of McLean County. The Funks Grove area is one of the largest timbered areas in the County as well as the maple sirup camp the Funks Grove Cemetery and Church and the Sugar Grove Nature Center. This project is proposed to be built on existing right-of-way except in one area. It is also our intent to route the trail over Timber Creek just north of the Funks Grove area to a portion of SBI-4, which is the original 1920's alignment that remains in its original condition. This route would require a small amount of right-of-way which we plan to acquire; however should this acquisition present a problem we have plans to relocate this portion of the trail on existing right-of-way so as not to delay the project. We would then feature that portion of SBI-4 as an historic side trip.

Describe how the project will improve safety for transportation facility users

This project will greatly enhance the safety of the users by offering a safe off-road trail. By providing an off-road trail we will be opening up the more rural areas of the county to bikers and hikers who may not be comfortable riding or walking on a roadway that has 55 mile per hour traffic. It will also provide a safe route for families with younger children. We feel this project will provide the safest route possible for a large number of users to experience some of the history of Route 66 and the beauty of rural McLean County.

Project Status (continued)

Land Acquisition and Easements

All applications must have a Right-of-Way/Easement Status box marked

- No additional right-of-way or easements are required for project construction
- Right-of-way or easements will be required. (Please answer the following if this box is checked.)

Who currently owns the property to be acquired or leased?
 The right-of-way is currently under private ownership but if the right-of-way proves difficult to acquire we have an alternate route that stays on existing IDOT right-of-way.

How much property will be purchased or leased? (List by acreage / number of parcels / Square footage as appropriate)
 Approximately .1 acres

Project Readiness

For the proposed project, check all that apply:

- PE I is underway
- PE I has been completed
- PE II is underway
- PE II has been completed
- All ROW secured (if there are parcels not yet secured, do not check box)
- Plans have been approved by appropriate agency
- Local match has been secured

When do you anticipate construction to begin? (Refer to Sunset Clause -- Section H)

Month 06 Year 09

Public Involvement

Do you have a governmental resolution in support of the project

- Yes (attach copy)
- No

Have public meetings been held about this project

- Yes (attach summary of public involvement)
- No

Project Status (continued)

Are there any adverse impacts?

Yes (please describe) _____

No

Does this project have a statement(s) of support or letters of recommendation?

Yes (attach copies)

No

Note: Limit of three (3) attachments for support of recommendation letters

Project Maintenance Plan

IDOT requires a maintenance agreement to be included in all enhancement project agreements. To demonstrate project readiness, the following questions must be answered.

Do you currently have a maintenance plan for this project?

- Yes
- No

Do you currently have the proper equipment to provide needed maintenance?

- Yes
- No

Will maintenance be provided by municipal employees or volunteers?

- Municipal employees
- Volunteers
- Other (please

explain)

How many years does the maintenance plan cover? 20

Is the maintenance plan for the life of this plan?

- Yes
- No

Local Assurance

This page must be signed for the project to be considered for funding

The project sponsor certifies that it is willing and able to manage, maintain and operate the project. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project; and by this assurance the sponsor authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the sponsor to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section H) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name: Matt Sorensen
Please print

Title: Chairman, McLean County Board
Please print

Signature _____ Date: _____

Project Sponsor: County of McLean

ENTITIES INVOLVED IN PROJECT

City of Chenoa
Mayor,
Walter Hetman
320 Weir
Chenoa, IL. 61726

City of Lexington
Mayor,
John Mohr
20 E Concord Dr.
Lexington, IL. 61753

Village of Towanda
Mayor,
James Arteman
PO Box 213
Towanda, IL. 61776

Town of Normal
Mayor
Chris Koos
1014 S. Fell Ave.
Normal, IL. 61761

City of Bloomington
Mayor;
Steve Stockton
19 Brompton Ct.
Bloomington, IL. 61704

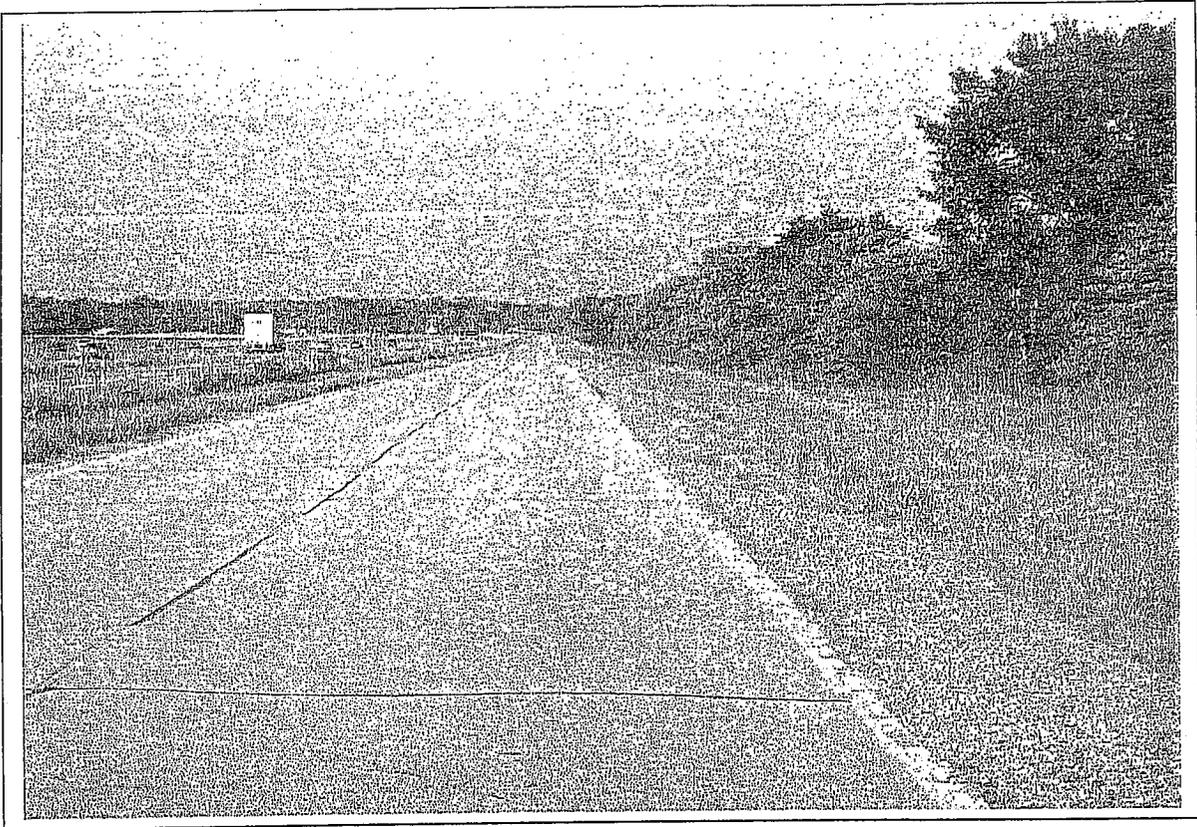
Village of McLean
Mayor,
James Adams
309 W. Morgan St.
McLean, IL. 61754

County of McLean
Matt Sorensen, Chairman
115 E. Washington St.
PO Box 2400
Bloomington, IL. 61702

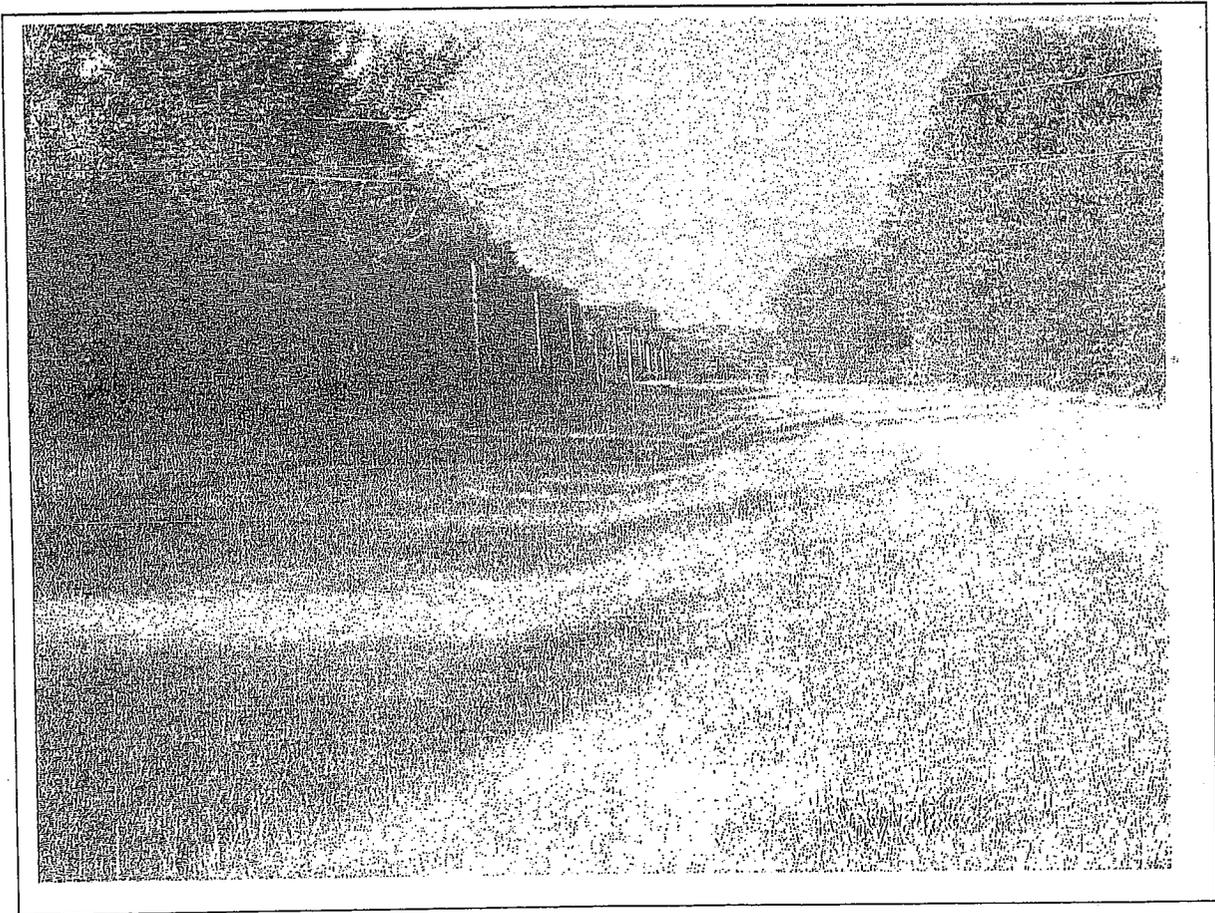
**ESTIMATE OF COST
HISTORIC ROUTE 66 BIKEWAY**

BLOOMINGTON TO FUNKS GROVE

1. Clear and grub	\$11,050
2. Bikeway grading	\$643,000
3. Bikeway subbase, pavement & shoulders	\$1,371,500
4. Drainage	\$153,400
5. Signage	\$4,550
6. Structures	\$312,000
7. Environmental Items	\$52,000
8. Miscellaneous items	0
 Total Construction Costs	 \$2,548,000
 9. Right-of-way	 \$13,000
10. Traffic Control & Protection	\$52,000
11. Design Engineering	\$227,500
12. Construction Inspection	\$227,500
 Total Project Cost	 \$3,068,000



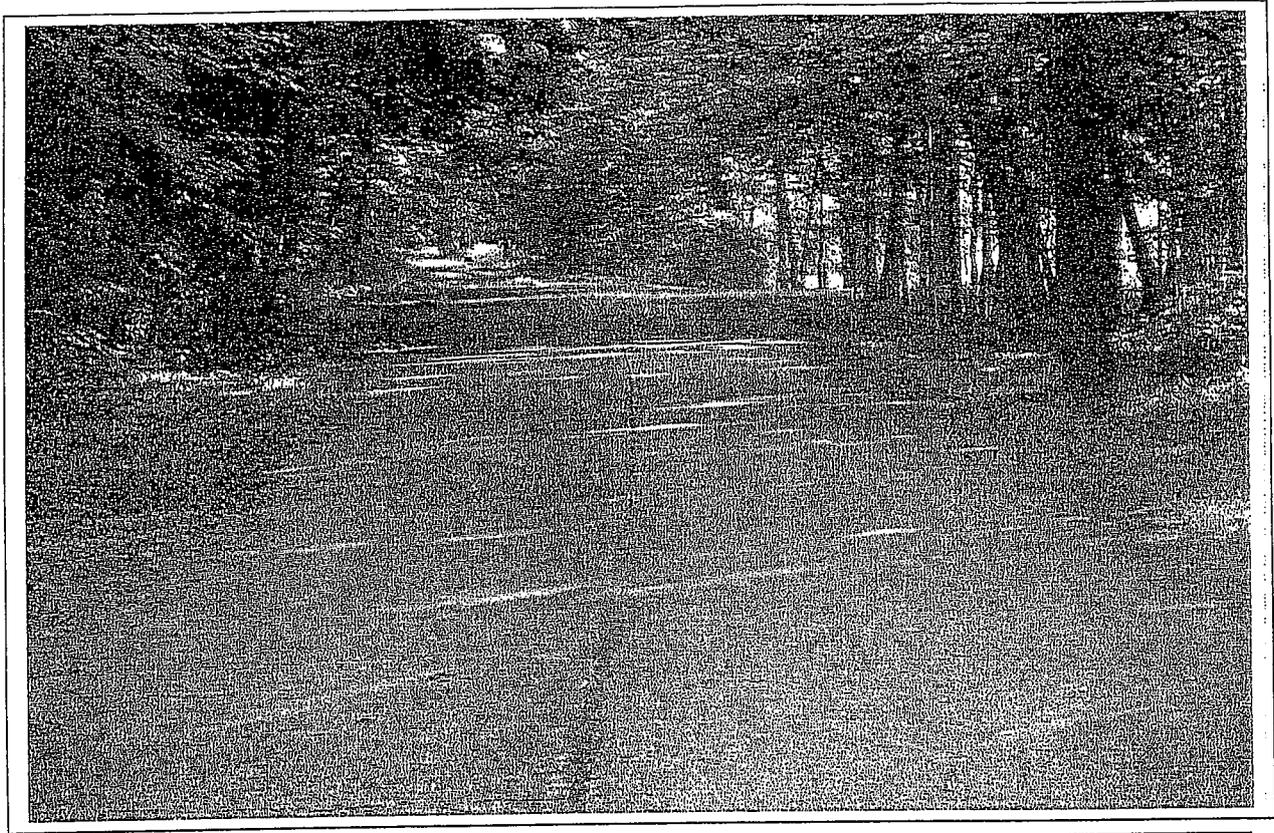
Looking South towards Funks Grove. Trail will be on the right side of the existing roadway.



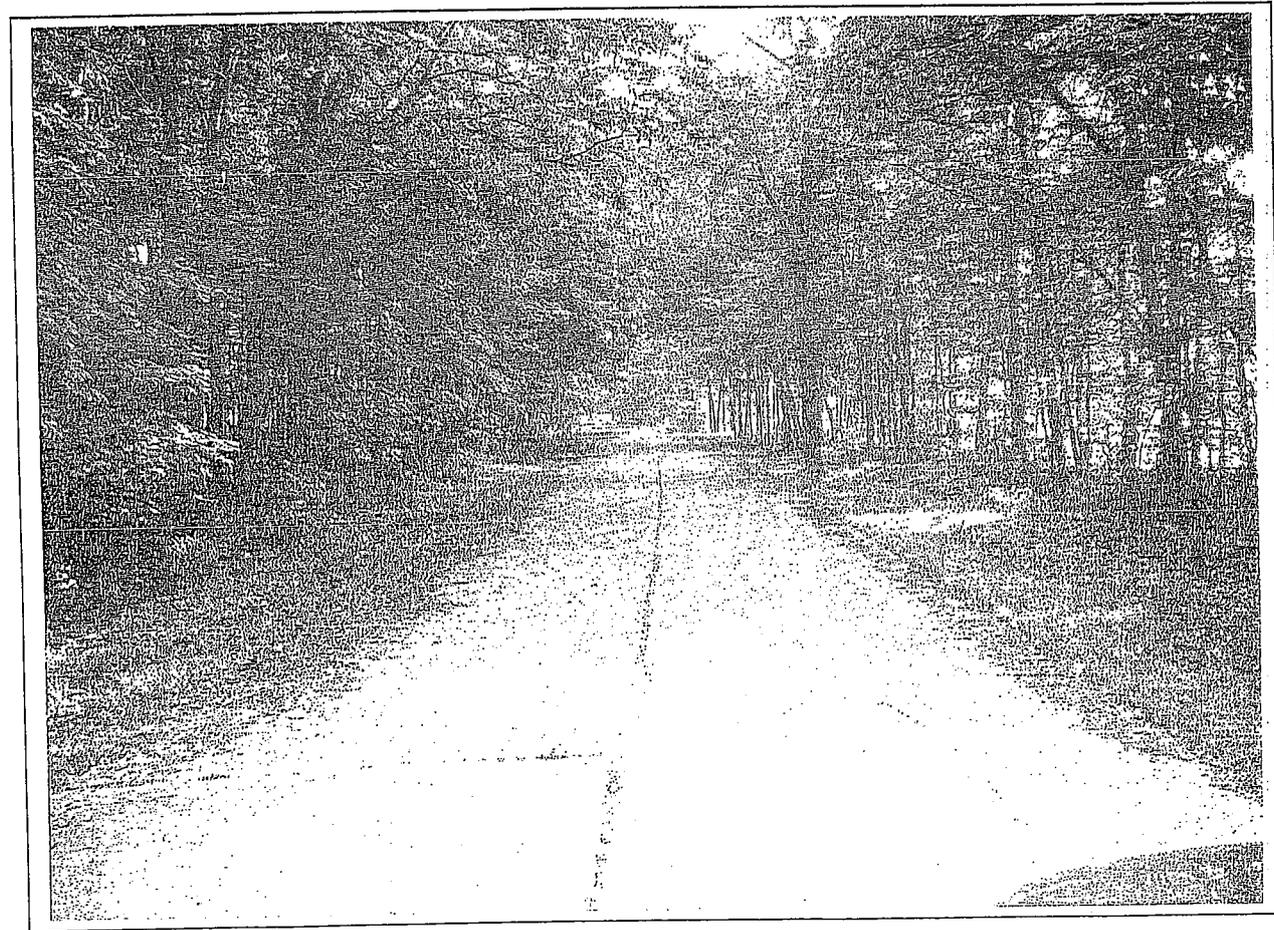
Looking south in the Funks Grove area. The trail will be on left side of road on old northbound lane.

HISTORIC ROUTE 66

In the Funks Grove area there is a portion of SBI-4, which is the original 1920's alignment. This small portion of roadway is currently used as a farm access and is in its original condition with no overlays or reconstruction. It is our intent to use this portion of roadway as trail. In order to do this we must obtain a parcel of land that contains approximately 0.2 acres in order to put a bridge across Timber Creek. This alignment is our first choice but should we have any difficulty in obtaining this property we have an alternate alignment that is on IDOT right-of-way and would not require any additional right-of-way so that there will be no delays in the project.



Original pavement of SBI-4 in Funks Grove area.



Original pavement of SBI-4 in Funks Grove area.

PROPOSED ROUTE 66 BIKEWAY

Legend

Proposed Route 66 Bikeway -

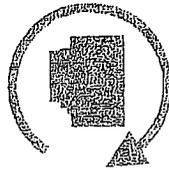
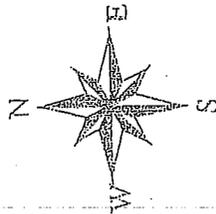
First Grant Round

Proposed Route 66 Bikeway -

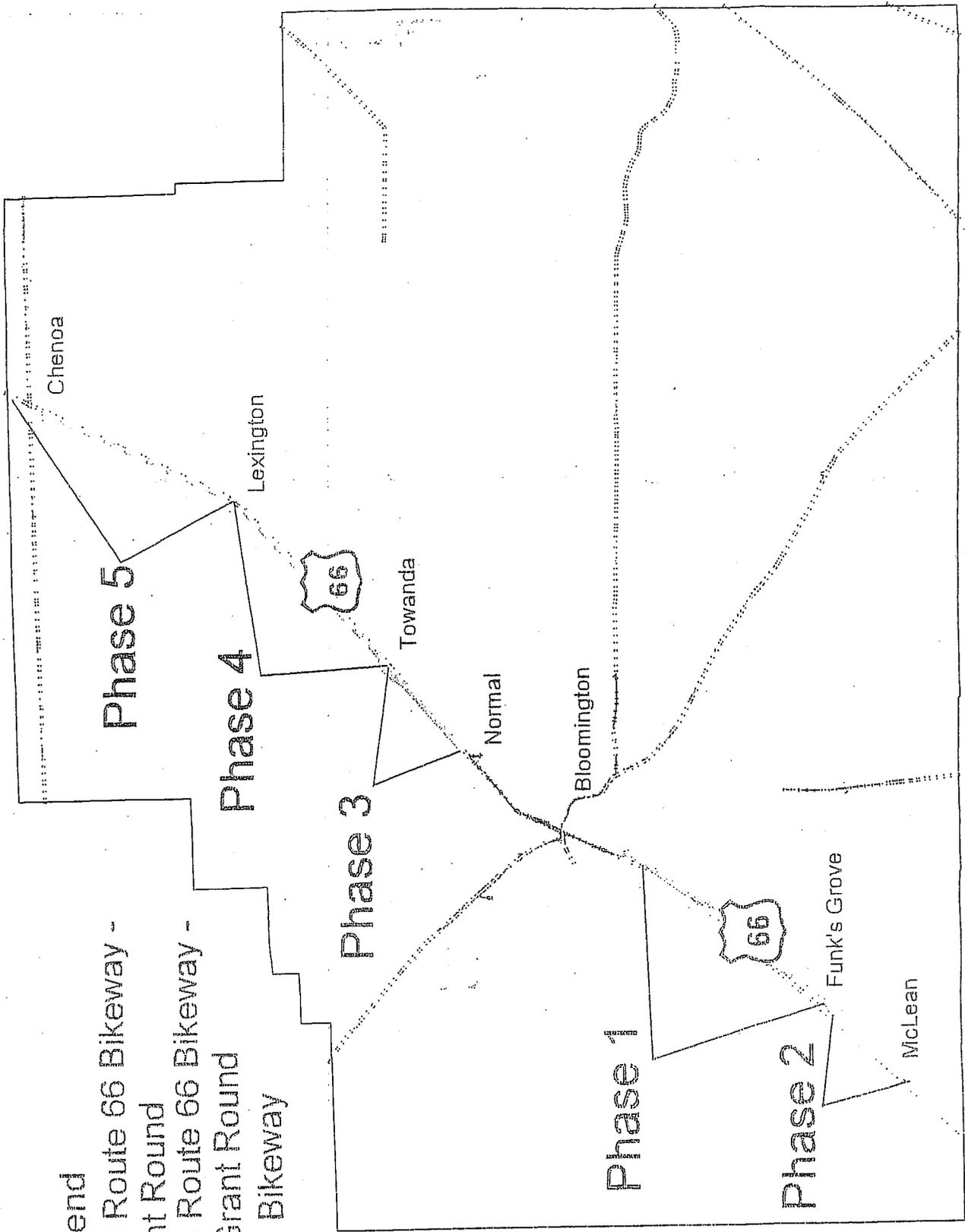
Second Grant Round

Proposed Bikeway

Railroad



McLean County
Regional
Planning
Commission



INTERGOVERNMENTAL AGREEMENT FOR ROUTE 66 BIKEWAY DEVELOPMENT AND MAINTENANCE

This agreement is entered into this 23 day of November, 1999, by and between the McLean County Regional Planning Commission (hereinafter referred to as the Commission), the County of McLean (hereinafter referred to as the County) and the Municipalities of Bloomington, Normal, Chenoa, Lexington, Towanda and McLean (hereinafter referred to as the Municipalities).

In recognition of the potential physical, social, economic and environmental benefits which can be derived from this regional bikeway, the aforementioned parties do hereby mutually agree to enter into this agreement to jointly develop and maintain a bikeway along and within the right of way of Historic Route 66 throughout the entire length of McLean County, subject to the terms and conditions outlined herein.

ARTICLE I. PROJECT DESCRIPTION

The major portion of the project is to be developed in five phases. Phase I would extend from Southwest Bloomington to Funk's Grove. Starting at the north end of this segment, the proposed Route 66 bikeway would connect to the Constitution Trail system and share a common trailhead at the Pepper Ridge Park and School. The bikeway would extend to the Funk's Grove area and utilize the I-55 rest area at Funk's Grove. Side trips to the Funk's Prairie Home, Historic Route 66 alignment, Sugar Grove Nature Center, and the IDNR nature area would also be available. Other conservation areas could also be accessed by footpaths. Phase II would extend from Funk's Grove to McLean, home of the Route 66 Hall of Fame/Museum at the Dixie Truck Stop. It would also offer a potential connection to Logan County to the South. Phase III would extend from north Normal to Towanda. This segment could connect to the Constitution Trail in Normal. Towanda has a Route 66 walking tour project adjacent to this segment that would provide a rest area as well as enhance the bikeway. It is anticipated that multiple phases will be combined for grant application purposes as outlined in Article III of this agreement.

Phases IV and V extend from Towanda and Lexington to Chenoa, connecting local historic sites and attractions in these communities and offering a potential connection to Livingston County to the North. The Route 66 bikeway would also enable access to Lexington's Historic Route 66 "Memory Lane" area. It is anticipated that grant funding for phases not developed in the initial grant application will be sought in subsequent grant cycles as specified in Article III.

The project would provide for a paved trail surface and all required structures, and would be separated from the roadway whenever practical. Future development could provide for enhancements

to the bikeway, such as for related historic and tourism attractions, signage and waysides, and/or connections to neighboring counties.

ARTICLE II. RIGHT OF WAY AUTHORIZATION

Formal authorization for use of the Route 66 right-of-way will be sought from the Illinois Department of Transportation to confirm preliminary discussions prior to the commitment of funds.

ARTICLE III. PROJECT COSTS

Preliminary estimates for project costs, including pavement and structures, are as follows:
Next round of funding for IDOT Enhancement Program:

Phase I	\$1,431,185	Bloomington - Funk's Grove
Phase II	871,150	Funk's Grove - McLean
Phase III	<u>886,515</u>	Normal - Towanda
Total	\$3,188,850	

Subsequent round(s) of funding for IDOT Enhancement Program:

Phase IV	1,612,170	Towanda - Lexington
Phase V	<u>1,277,535</u>	Lexington - Chenoa
Total	\$2,889,705	

Total of county-wide trail - \$6,078,555

ARTICLE IV. FUNDING

Funding for this project is programmed as follows:

Illinois Department of Transportation (IDOT) Enhancements Program	80%
Illinois Department of Natural Resources (IDNR) Bikeways Program	10%
Local match from the County and Municipalities	10%

ARTICLE V. GRANT RECIPIENT

The County shall be the official grant applicant and recipient of any grant funds awarded for this project.

ARTICLE VI. GRANT APPLICATION

The Commission shall prepare the grant applications on behalf of the County and Municipalities. The County and Municipalities shall provide to the Commission any documentation needed to accompany the grant applications.

ARTICLE VII. GRANT ADMINISTRATION AND COORDINATION

The County shall administer the grant and coordinate the completion of the project with the assistance of the Commission. This shall include the receipt and disbursement of funds for contractor services including design, construction management, and actual development of the project. It also shall include the monitoring of construction and the completion of any required progress reports to funding agencies. The City of Bloomington and Town of Normal shall provide technical support to the County, as is necessary for the effective administration and management of the project.

ARTICLE VIII. COST SHARING FOR LOCAL MATCH

The cost sharing ratio for meeting the local match requirement is based on the 1996 population estimates reported by the U. S. Census. Each municipality's percentage of the 1996 population estimate for McLean County is the percentage applied to total project costs to determine each municipality's respective share. The County's percentage share is the ratio of the balance of the County population to the total County population. The respective populations, corresponding percentages and cost shares are listed below:

MATCHING FUND CONTRIBUTIONS:

	1996 pop.	% of county pop.	Phase I	Phase II	Phase III	Total 1st round of grants	Phase IV	Phase V	Total subsequent round(s) of grants	Total for county total
Bloomington	57,365	41.1	58,821	35,804	36,435	131,060	66,260	52,507	118,767	249,827
Normal	42,655	30.5	43,651	26,570	27,038	97,259	49,171	38,965	88,136	185,395
Chenoa	1,730	1.2	1,717	1,045	1,064	3,826	1,935	1,533	3,468	7,294
Lexington	1,774	1.3	1,861	1,132	1,152	4,145	2,096	1,661	3,757	7,902
Towanda	535	0.4	572	348	355	1,275	645	511	1,156	2,431
McLean	818	0.6	859	523	532	1,914	967	767	1,734	3,648
Total Municipalities	104,877	75.1	107,481	65,423	66,577	239,479	121,074	95,944	217,018	456,497
Balance of County	34,700	24.9	35,636	21,692	22,074	79,402	40,143	31,811	71,954	151,356
Total County	139,577	100	\$143,118	\$87,115	\$88,651	\$318,884	\$161,217	\$127,754	\$288,971	607,853

The County, as official grant applicant, shall be responsible for payments to the State of Illinois and/or contractors and shall be the recipient of grant funding from the State of Illinois.

1. Upon the receipt of appropriate invoicing or contractual agreement of State of Illinois local match grant contributions, contractor services, or other authorized expenditure, the County shall invoice the municipalities for each political subdivision's appropriate share of such costs, based upon this Article. Municipalities shall make payment to the County within 30 days of receipt of invoice.

2. Upon receipt of any grant reimbursement funding from the State of Illinois, the County shall disperse each political subdivision's share, based upon this article, within 30 days of receipt.

3. Upon receipt of any private monetary donations for the specific purpose of assisting in this project, the County shall retain such donations and appropriately apply them to current expenditures or maintain funds for future development phases, decreasing each political subdivision's share of current or future phases of development, based upon this Article. If local match funding for all phases of development has been provided, the County shall disperse each political subdivision's share, based upon this article, within 30 days of the final project phase's completion.

ARTICLE IX. MAINTENANCE & OPERATIONS

A. Major Repair or Replacement of Capital Facilities. Costs for major repair or replacement of capital facilities shall be shared by all parties to this agreement according to the ratio set forth in Article VIII, so long as this agreement remains in effect, except that the ratios shall be updated as needed to reflect the most recent population counts or Census estimates. The administration and coordination of such projects shall be consistent with that of Article VII.

B. Routine Maintenance. Routine maintenance to insure a safe and usable bikeway shall be performed by the parties to this agreement as follows:

1. Each municipality shall be responsible for routine maintenance of all portions of the bikeway on existing state route right-of-way (ROW) within or contiguous to the municipality's corporate boundaries and all portions of the bikeway within the jurisdiction of said municipality(s). Level of maintenance beyond maintaining a safe and operational bikeway condition shall be at the discretion of each political entity.
2. Additionally, if a municipality annexes or extends its jurisdiction on a portion(s) of the bikeway in its entirety or property contiguous to existing state route right-of-way (ROW) on which the bikeway exists, such annexed, and/or contiguous portions shall transfer to the municipality's jurisdiction and routine maintenance responsibility commencing upon the effective date of the annexation or jurisdictional transfer.
3. The County shall be responsible for routine maintenance along other segments of the bikeway and will seek maintenance participation from respective townships in the form of in-kind or contractual services.
4. Additionally, if a municipality wishes to improve and/or maintain additional sections of the bikeway, jurisdiction and routine maintenance of such portions of the bikeway may be transferred by agreement of the County and the municipality without alteration to this agreement.

ARTICLE X. IMPROVEMENTS

To provide for a consistent, safe, and efficiently maintained bikeway, any improvements to the bikeway beyond the scope of maintaining the initial development project by the County or

municipalities shall continue to meet ASHTO standards. Any addition to or revision of capital facilities within the bikeway corridor shall require either:

1. Approval of all members to this agreement, prior to initiation of such improvement project;
- OR
2. Changes in bikeway design and construction, regular maintenance, repair, and replacement of capital facility(s), improvements and effected bikeway sections shall become the sole responsibility and jurisdiction of the improving entity.

ARTICLE XI. PROPOSED TIME SCHEDULE

Initiation of Phases I through V is proposed to coincide with the next two grant cycles of both the IDOT and IDNR. The application submission period for the IDOT Enhancements program for the initial three phases of this project is July 1, 1999 through November 1, 1999. The application submission period for the IDNR Bikeways Program is January 1, 2000 through March 1, 2000. Grant applications to help fund additional phases will be prepared according to the submission periods designated for subsequent grant cycles. Completion of each Phase of development is contingent upon receipt of IDOT and IDNR funding as outlined in Article IV of this agreement.

ARTICLE XII. PERIOD OF AGREEMENT

This agreement shall remain in effect for as long as grant funds for the bikeway are pending or construction is in progress, and for a period of not less than one year. Once construction is complete and grant funds have been expended, this agreement shall be automatically renewed each year on the anniversary date of this agreement for as long as the bikeway is operational or until the agreement is terminated under the provisions of Article XIII.

ARTICLE XIII. TERMINATION OF AGREEMENT

This agreement shall become null and void if and when either one of two events occur. It shall become null and void if and when it is determined that requested grant assistance will not be available for this project, or when any one party provides written notification to the Commission at least thirty (30) days prior to the annual renewal date of this agreement, following the expenditure of all grant funds. In the event any one or more, but not all, members elect to terminate this agreement, the remaining party(s) may provide or execute a new agreement to provide for the continued development and/or operation of the bikeway. In such event, the terminating party(s) shall retain responsibilities for routine maintenance as outlined in Article IX, paragraph B of this agreement. Terminating parties shall forfeit any monies invested in the bikeway and shall have no claim to any of the capital facilities which would remain under the joint ownership of the remaining party(s) to this agreement subject to the terms of a new agreement. In the event all parties mutually agree to

responsibilities for routine maintenance as outlined in Article LX, paragraph B of this agreement. Terminating parties shall forfeit any monies invested in the bikeway and shall have no claim to any of the capital facilities which would remain under the joint ownership of the remaining party(s) to this agreement, subject to the terms of a new agreement. In the event all parties mutually agree to terminate this agreement after the allocated funds have been invested and capital facilities have been developed, the ownership of capital facilities shall be divided according to the provisions of Article XIV.

ARTICLE XIV. DIVISION OF CAPITAL FACILITIES

Upon termination of this agreement by the mutual consent of all parties hereto, following the expenditure of grant awards and allocated funds, the capital facilities shall become the property of the respective jurisdictions within which said facilities are located as described in Article IX, paragraph B of this agreement.

ARTICLE XV. MODIFICATIONS

This agreement may be modified by the mutual consent of the parties hereto.

ARTICLE XVI. AUTHORIZED SIGNATURES

Richard Ruckelshaus
McLean County Regional Planning Commission

11/23/99
Date

Nancy Clark
County of McLean

9-21-99
Date

Judy Haskowitz by Janet Farris
City of Bloomington

09/14/99
Date

Kenneth Kanaller
Town of Normal

8-9-99
Date

Walter L. Helman
City of Chenoa

10-21-99
Date

Frank [Signature]
City of Lexington

10-21-99
Date

[Signature]
Village of McLean

10-21-99
Date

John P. [Signature]
Village of Towanda

10-25-99
Date

RESOLUTION IN SUPPORT OF THE PROPOSED ROUTE 66 BIKEWAY

WHEREAS, the COUNTY OF McLEAN, ILLINOIS, recognizes the need to provide recreational and economic development opportunities, preserve open space, preserve historical resources, and maintain and enhance the quality of life for its citizens, both present and future; and

WHEREAS, the County of McLean, City of Bloomington and the Town of Normal, have adopted the McLean County Regional Greenways Plan, developed by the McLean County Regional Planning Commission in cooperation with the McLean County Greenways Coalition; and

WHEREAS, the McLean County Regional Greenways Plan identified the Route 66 bikeway as a priority greenway, in part because of its local and national historical significance, the potential for providing economic development and recreational opportunities, and in support of alternative modes of transportation for the citizens of the County of McLean; and

WHEREAS, grant funds may be available from the Illinois Department of Transportation (IDOT) and the Illinois Department of Natural Resources (IDNR) which could provide funding for 90% of the bikeway;

NOW THEREFORE, BE IT RESOLVED by the Members of the County Board of the COUNTY OF McLEAN, ILLINOIS; that the COUNTY OF McLEAN, ILLINOIS supports and is willing to participate in the sponsorship of the Route 66 bikeway project consistent with the adopted McLEAN COUNTY REGIONAL GREENWAYS PLAN and provide a proportionate share of the required matching funds through an Intergovernmental Agreement to be executed in conjunction with local governments adjacent to Route 66 in McLean County. The proportionate share will be determined on the basis of 1996 population figures as follows:

McLean County	24.9 %
Village of Chenoa	1.2 %
Village of McLean	.6 %
Village of Towanda	.4 %
Town of Lexington	1.3 %
Town of Normal	30.5 %
City of Bloomington	41.1 %
	100 %

ADOPTED by the County Board of McLean County, Illinois this 21st day of September, 1999.

ATTEST:

APPROVED:

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

Gary C. Riss
Gary C. Riss, Chairman of the County Board of McLean County, Illinois

AMENDMENT TO THE "INTERGOVERNMENTAL AGREEMENT FOR ROUTE 66 BIKEWAY DEVELOPMENT AND MAINTENANCE"

This amendment is made in accordance with ARTICLE XV (MODIFICATIONS) and pertains to ARTICLES IV, VII, XI and XIII of this agreement. This amendment provides for the additional ten percent match requirement needed to secure the \$255,106 TEA-21 Enhancement Program funding offered by the Illinois Department of Transportation (IDOT) to complete Preliminary Engineering I for Phases I, II, and III of the proposed project.

The additional match is needed due to unavailability of the anticipated ten percent Illinois Department of Natural Resources Bike Path grant funds to finance preliminary engineering. The proportionate cost shares to be provided by the project participants to secure the TEA-21 grants for the engineering of this phase of the project are unchanged from ARTICLE VIII of this agreement and result in the amounts listed below.

Project Contributors	Proportionate Shares (%)	Amounts
Bloomington	41.1	\$26,211
Normal	30.5	19,451
Chenoa	1.2	765
Lexington	1.3	829
Towanda	0.4	255
McLean	0.6	383
Balance of County	<u>24.9</u>	<u>15,880</u>
	100.0	
20% Local Match		63,774
80% IDOT		<u>255,106</u>
Total PE I for Phases I, II, & III		\$318,882

The consent of all parties to amend this agreement as outlined above is authorized by the signatures affixed below.

Sharon A. McGinnis
McLean County Regional Planning Commission

3/7/01
Date

[Signature]
County of McLean

02/12/01
Date

[Signature]
City of Bloomington

02/13/01
Date

[Signature]
Town of Normal

2/5/01
Date

[Signature]
City of Chenoa

1/31/01
Date

[Signature]
City of Lexington

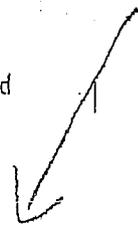
1/30/01
Date

[Signature]
Village of Towanda

1/31/01
Date

[Signature]
Village of McLean

2-6-01
Date



Date	4/22	# of pages	8
From	LYDIA		
Co.	MCRPC		
Phone #			
Fax #	662-8038		
Post-It Fax Note	7671		
To	JEFF TRACY		
Co./Dept.			
Phone #			
Fax #	662-8038		

Local Agency McLean County	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T Preliminary Engineering Services Agreement For Federal Participation (ADDENDUM NO. 1)	Consultant Clark Dietz, Inc.
County McLean County				Address 1817 S. Neil St, Suite 100
Section 05-00183-00-ES				City Champaign
Project No. HPP-3650 (001)				State IL
Job No. P-95-347-05				Zip Code 61820
Contact Name/Phone/E-mail Address John "Jack" Mitchell/309.663.9445	Contact Name/Phone/E-mail Address Jerry Payonk/217.373.8945			
jack.mitchell@mcleancountyil.gov				ierrvp@clark-dietz.com

THIS AGREEMENT is made and entered into this 25 day of March, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name East Side Highway Phase I - Corridor Study Route _____ Length _____ Structure No. _____

Termini Preliminary termini consist of I-74 to the south and I-55 to the north

Description This agreement serves as addendum No.1 for the original East Side Highway Phase I - Corridor Study. The addendum covers additional effort for the Context Sensitive Solutions public involvement portion of the project and administrative tasks associated with this effort.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 5 Months from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - Develop a corridor report as outlined in attached exhibit D, and utilizing "Design Flexibility and the Stakeholder Involvement Process for Context Sensitive Solutions" as identified in BDE Procedure memorandum 48-06.*

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC].

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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 (31 U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. 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 STATE; 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.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that 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 a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no 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, as defined in the Act.

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,
- 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.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Clark Dietz, Inc	37-1212051	\$67,009.69
Sub-Consultants:	TIN Number	Agreement Amount
HDR, Inc.		\$46,000.00
Huff & Huff, Inc.	36-3044842	\$14,988.88
Sub-Consultant Total:		\$61,988.88
Prime Consultant Total:		\$67,009.69
Total for all Work:		\$127,998.58

Executed by the LA: _____

(Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
 Title: _____

By: _____
 Title: _____

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Clark Dietz, Inc
Supplement 1

DATE 03/25/08
PSB NO.

CONTRACT TERM
START DATE
RAISE DATE

5 MONTHS
4/1/2008
1/1/2009

OVERHEAD RATE 180.53%
COMPLEXITY FACTOR 0.07
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2008 - 8/31/2008
5
5

[Empty Box]

[Empty Box]

[Empty Box]

[Empty Box]

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

SUMMARY OF ESTIMATED DIRECT EXPENSES			
	Clark Dietz		
		Unit Cost	Quantity Total
A. DATA COLLECTION			
	Mileage (6 trips, 140 miles per trip)	\$0.485	\$0.00
	Copies (B&W)	\$0.10	\$0.00
	Telephone/Fax		\$0.00
	Postage	\$1.00	\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
B. MOSAIC DEVELOPMENT			
	Mileage	\$0.485	\$0.00
	Copies	\$0.10	\$0.00
	Telephone/Fax		\$0.00
	Postage	\$2.50	\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
C. ENVIRONMENTAL DATA REVIEW			
	Mileage (5 trips, 150 miles per trip)	\$0.485	\$0.00
	Copies	\$0.10	\$0.00
	Telephone/Fax		\$0.00
	Postage		\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
D. DRAINAGE EVALUATION			
	Mileage (3 trips, 200 miles per trip)	\$0.485	\$0.00
	Copies	\$0.25	\$0.00
	Telephone/Fax		\$0.00
	Postage	\$1.00	\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
E. TRAVEL DEMAND MODELING			
	Subtotal		\$0.00
F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRIC STUDIES			
	Mileage (7 trips, 200 miles per trip)	\$0.485	\$0.00
	Plotting (24x36)	\$6.00	\$0.00
	Copies (B&W)	\$0.10	\$0.00
	Copies (color 8.5x11)	\$1.00	\$0.00
	Postage (package delivery)	\$10.00	\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
G. STRUCTURAL STUDIES			
	Mileage (3 trips, 150 miles per trip)	\$0.485	\$0.00
	Copies	\$0.10	\$0.00
	Telephone/Fax		\$0.00
	Postage		\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT			
	Mileage (6 trips, 120 miles per trip)	\$0.485	720 \$349.20
	Copies (B&W)	\$0.10	250 \$25.00
	Telephone/Fax		\$0.00
	Postage		\$0.00
	CADD	\$15.00	30 \$450.00
	Miscellaneous		\$0.00
	Subtotal		\$824.20
I. CORRIDOR REPORT			
	Mileage (4 trips, 140 miles per trip)	\$0.485	\$0.00
	Copies (B&W)	\$0.10	\$0.00
	Copies (color 8.5x11)	\$1.00	\$0.00
	Postage	\$10.00	\$0.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$0.00
J. FINANCIAL INVESTIGATION PLAN			
	Subtotal		\$0.00
K. PROJECT ADMINISTRATION AND COORDINATION			
	Mileage (10 trips, 120 miles per trip)	\$0.485	1200 \$582.00
	Copies (B&W)	\$0.10	600 \$60.00
	Telephone/Fax		\$0.00
	Postage	\$0.20	740 \$148.00
	CADD	\$15.00	\$0.00
	Miscellaneous		\$0.00
	Subtotal		\$790.00
	TOTAL		\$1,614.20

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	HDR	DATE	03/25/08
PRIME/SUPPLEMENT	Supplement 1	PSB NO.	
		CONTRACT TERM	5 MONTHS
		START DATE	4/1/2008
		RAISE DATE	1/1/2009
		OVERHEAD RATE	154.04%
		COMPLEXITY FACTOR	0.07
		% OF RAISE	3.00%

ESCALATION PER YEAR

4/1/2008 - 8/31/2008			
5			
5			

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

SUMMARY OF ESTIMATED DIRECT EXPENSES
Supplement #1
HDR Engineering, Inc.

	Unit Cost	Quantity	Total
A. DATA COLLECTION			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies (B&W)	\$0.10		\$0.00
i Telephone/Fax	\$1.00		\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
B. MOSAIC DEVELOPMENT			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies	\$0.10		\$0.00
i Telephone/Fax			\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
C. ENVIRONMENTAL DATA REVIEW			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies	\$0.10		\$0.00
i Telephone/Fax			\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
D. DRAINAGE EVALUATION			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies	\$0.10		\$0.00
i Telephone/Fax			\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
E. TRAVEL DEMAND MODELING			
i Mileage	\$0.485		\$0.00
i Plotting (24x36)	\$6.00		\$0.00
i Copies (B&W)	\$0.10		\$0.00
i Copies (color 8.5x11)	\$1.00		\$0.00
i Copies (color 11x17)	\$2.00		\$0.00
i CADD	\$15.00		\$0.00
i Miscellaneous (travel - see note below)	\$2,570.00		\$0.00
i Subtotal			\$0.00
F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRY			
i Mileage	\$0.485		\$0.00
i Plotting (24x36)	\$6.00		\$0.00
i Copies (B&W)	\$0.10		\$0.00
i Copies (color 8.5x11)	\$1.00		\$0.00
i Postage (package delivery)	\$10.00		\$0.00
i CADD	\$15.00		\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
G. STRUCTURAL STUDIES			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies	\$0.10		\$0.00
i Telephone/Fax			\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT			
i Mileage (6 trips, 300 miles per trip)	\$0.485	1800	\$873.00
i Meals			\$0.00
i Copies (B&W)	\$0.10	607	\$60.70
i Telephone/Fax			\$0.00
i Postage			\$0.00
i CADD	\$15.00	74	\$1,110.00
i Miscellaneous			\$0.00
i Subtotal			\$2,033.70
I. CORRIDOR REPORT			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies (B&W)	\$0.10		\$0.00
i Copies (color 8.5x11)	\$1.00		\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
J. FINANCIAL INVESTIGATION PLAN			
i Mileage	\$0.485		\$0.00
i Meals			\$0.00
i Copies	\$0.10		\$0.00
i Telephone/Fax			\$0.00
i Postage (package delivery)	\$10.00		\$0.00
i CADD	\$15.00		\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$0.00
K. PROJECT ADMINISTRATION AND COORDINATION (assume 15 trips)			
i Mileage (2 trips, 300 miles per trip)	\$0.485	600	\$291.00
i Meals			\$0.00
i Copies (B&W)	\$0.10	200	\$20.00
i Telephone/Fax			\$0.00
i Postage	\$15.00		\$0.00
i CADD			\$0.00
i Miscellaneous			\$0.00
i Subtotal			\$311.00
TOTAL			\$2,344.70

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Huff & Huff, Inc.

DATE 03/19/08
PSB NO.

OVERHEAD RATE 145.00%
COMPLEXITY FACTOR 3.00%
% OF RAISE

CONTRACT TERM 5 MONTHS
START DATE 04/01/08
RAISE DATE 07/01/09

ESCALATION PER YEAR

04/01/08	08/31/08			
5	5			

= 100.00%
= 1.0000
The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Huff & Huff, Inc.
Supp.

DATE

03/19/08

ESCALATION FACTOR

0.00%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
Principal	\$60.20		\$60.20	\$60.20
Senior Associate	\$54.00		\$54.00	\$54.00
Senior Project Manager	\$43.28		\$43.28	\$43.28
Senior Engineer II	\$35.61		\$35.61	\$35.61
Senior Engineer I	\$36.00		\$36.00	\$36.00
Senior Scientist IV	\$39.50		\$39.50	\$39.50
Senior Scientist III	\$34.70		\$34.70	\$34.70
Senior Scientist II	\$27.56		\$27.56	\$27.56
Senior Scientist I	\$24.50		\$24.50	\$24.50
Senior Geologist I	\$30.24		\$30.24	\$30.24
Project Engineer II	\$28.78		\$28.78	\$28.78
Project Engineer I	\$23.94		\$23.94	\$23.94
Wetland Scientist III	\$19.48		\$19.48	\$19.48
Wetland Scientist II	\$18.20		\$18.20	\$18.20
Wetland Scientist I	\$17.08		\$17.08	\$17.08
Project Scientist II	\$19.23		\$19.23	\$19.23
Project Geologist I	\$24.04		\$24.04	\$24.04
Senior CADD I	\$29.36		\$29.36	\$29.36
CADD II	\$20.80		\$20.80	\$20.80
CADD I	\$14.92		\$14.92	\$14.92
Admin. Manager I	\$26.94		\$26.94	\$26.94
Administrative II	\$17.20		\$17.20	\$17.20
			\$0.00	\$0.00
			\$0.00	\$0.00

SUMMARY OF INHOUSE DIRECT COSTS

Project: CDI - ESH - CSS Supp#1

						<u>DIRECT</u>
<i>Task 09-CSS/PI</i>						
Trips	260 miles	x	5 x	\$ 0.505	=	\$ 656.50
Trips	30 miles	x	4 x	\$ 0.505	=	\$ 60.60
Reproduction	35 miles	x	4 x	\$ 0.505	=	\$ 70.70
Color copies	0 sets	x	0 x	\$ 0.12	=	\$ -
Photo sheets	0 sets	x	0 x	\$ 0.12	=	\$ -
CAD Plots			0 x	\$ 3.60	=	\$ -
			0 x	\$ -	=	\$ -
Task Total						\$ 787.80

 Illinois Department of Transportation Local Agency Amendment #2 for Federal Participation	Local Agency McLean County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 05-00183-00-ES	Fund Type HPS, STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-347-05	HPP-3650(001)		

This Amendment is made and entered into between the above local agency hereinafter referred to as the "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 described 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 Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	928,000	(*)		()	300,000	(Bal)	1,228,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 928,000		\$		\$ 300,000		\$ 1,228,000

*80% High Priority Funds NTE \$800,000 to be used first and STU funds
 NTE \$128,000 to be used second

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on 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 above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

APPROVED

Name Matt Sorensen

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

Signature _____

Date _____

TIN Number _____

APPROVED

State of Illinois
 Department of Transportation

 Milton R. Sees, Secretary of Transportation

Date _____

 Christine M. Reed, Director of Highways/Chief Engineer

 Ellen J. Schanzle-Haskins, Chief Counsel

 Ann L. Schneider, Director of Finance and Administration



INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING
Phone: 888-5160

TO: Chairman David Selzer and Finance Committee
FROM: Mike Behary, County Planner *MSB*
DATE: March 21, 2008
RE: **SHOWBUS Operating Assistance Contract**

The McLean County Board approved an application to the Illinois Department of Transportation (IDOT) for operating assistance for SHOWBUS to provide public transportation in McLean, Livingston, Ford, and Iroquois counties on May 15, 2007 in the amount of \$321,756.00. The four counties subsequently approved an intergovernmental agreement with DeWitt County to provide rural public transportation. In order to obtain an additional \$43,674.00 to provide public transportation services in DeWitt County, the operating assistance agreement with IDOT needs to be amended and another resolution approved.

I have attached a copy of a communication from IDOT, a copy of the proposed amendment and a copy of the proposed resolution that need to be approved by the McLean County Board.

Enclosures: Communication from IDOT, proposed amendment and proposed resolution



Illinois Department of Transportation

Division of Public and Intermodal Transportation
300 West Adams Street / 2nd Floor / Chicago, Illinois / 60606

February 21, 2008

Mr. Matt Sorensen
Chairman
McLean County Law & Justice Center
104 W. Front, P. O. Box 2400
Bloomington, IL 61702

RE: FY2008 Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Operating Assistant Contract #3704, Amendment #1

Dear Mr. Sorensen:

Enclosed please find two copies of the above indicated amendment. This amendment increases the maximum amount of McLean County's FY2008 Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant by \$43,674, from \$321,756 to \$365,430, to provide sufficient funding for its general public transportation service expansion initiative in DeWitt County.

Please sign, **but do not date**, both copies of the amendment. Return both copies to the Department, along with the following:

1. An Opinion of Counsel, acceptable to the Department, that McLean County has complied with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures; that there is no pending litigation concerning the authority of McLean County to enter into this Amendment, and that this Amendment is legally binding upon McLean County.
2. A copy of the resolution of the governing board of your Agency authorizing and approving execution of this Amendment.

Upon receipt of the signed Amendment, we will secure Department execution and return one copy to you. Please contact John J. Marrella at (312)793-3513 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary A. De Leo'.

Gary A. De Leo
Section Chief
Rural and Small Urban Program

Enclosures
Amendment

cc: Laura Dick

AMENDMENT NO. 1 TO THE
NON-METRO AREA TRANSPORTATION
OPERATING, CAPITAL AND ADMINISTRATIVE ASSISTANCE
GRANT AGREEMENT
(49 USC §5311)

between

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC TRANSPORTATION

AND

THE MCLEAN COUNTY

CONTRACT NUMBER: 3704

STATE GRANT NO. RPT-08-014

FEDERAL GRANT NO. IL-18-X024

This Amendment No. 1 to an Agreement dated October 17, 2007, between the State of Illinois, Department of Transportation, Division of Public Transportation and McLean County, is made and entered into by and between the parties thereto. In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

To amend the "Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement" by deleting paragraph 3 of ITEM 3 and replacing it with the following:

ITEM 3 – AMOUNT OF GRANT

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is \$365,430.

The parties hereto agree that the Agreement dated October 17, 2007, between the Parties is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be made, effective and executed as of the _____ day of _____, 2008, by their respective duly authorized officials.

Accepted on behalf of McLean County:

Signature of Authorized Representative

Date

Matt Sorensen
Type or Print Name of Authorized Representative

Chair, County Board
Type or Print Name of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Milton R. Sees, Secretary of Transportation

By: _____
Joseph P. Clary, Director of the Division of Public & Intermodal Transportation

Date

APPROVED PROJECT BUDGET

Grantee: McLean County
 Contract No. : 3704
 Federal Grant No. : IL-18-X024
 State Grant No. : RPT-08-014
 Effective Date: 07/01/07
 Revision # 1 2/21/2008

	<u>Approved Budget</u>	<u>Change</u>	<u>Approved Budget Amendment # 1</u>
System Expenses:			
(A) Nonurbanized General Transportation Operations and Administration	\$496,000	\$95,195	\$591,195
Operating Capital, Equipment and Real Property	\$0	\$0	\$0
(B) Nonurbanized General Public Intercity Bus Operating Assistance	124,000	\$0	\$124,000
Total Expenses	<u>\$620,000</u>	<u>\$95,195</u>	<u>\$715,195</u>
System Revenues:			
(D) Farebox and Other Program Income	\$45,603	\$10,626	\$56,229
(E) Local Match	\$252,641	\$40,895	\$293,536
(F) State Operating Assistance	\$0	\$0	\$0
(G) Section 5311 Public Transportation Operating Assistance	\$257,405	\$43,674	\$301,079
(H) Section 5311(f) Intercity Bus Operating Assistance	\$64,351	\$0.00	\$64,351
Total Revenue	<u>\$620,000</u>	<u>\$95,195</u>	<u>\$715,195</u>
Project Financing			
Project Income	\$45,603	\$10,626	\$56,229
Local Share	\$252,641	\$40,895	\$293,536
State Share	\$0	\$0	\$0
Federal Share	\$321,756	\$43,674	\$365,430

McLean County Board Resolution

(Revised 3/08)

Number _____

Resolution authorizing the amendment of contract number 3704, to include public transportation service to DeWitt County, that was approved from an application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an amendment to contract number 3704, to include public transportation service to DeWitt County, is made as a result of the application made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will cause all required local matching funds to be provided.

Section 3. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

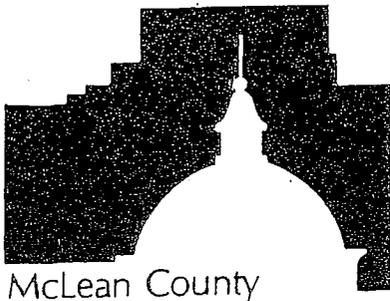
PRESENTED and ADOPTED this 15th day of April, 2008

Attest:

Approved:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board



McLean County

Health Department

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

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

Date: March 26, 2008

Re: Budget and FTE Amendments Grant Funds 0102 and 0108

Please find enclosed three budget and FTE amendments related to three small grants awarded the Health Department during the past month. Two of the grants will employ the services of a part-time social work intern to assist in carrying out the projects.

Early Childhood Caries Planning Grant

This is a one-time oral health planning grant awarded by the Illinois Department of Public Health to conduct a local needs assessment and develop a community plan to design approaches to address the incidence of early childhood dental caries. The contract adds \$5,000 for the time period April 1, 2008 through September 30, 2008 and adds a .14 FTE social work intern for a six month span of time. In addition, several staff will be assigned to the project on an as needed basis. This grant was previously approved by the McLean County Board of Health

Sexually Transmitted Disease Prevention Grant

This is a one-time grant awarded to the department by the Illinois Department of Public Health to design outreach and early intervention strategies to reduce the incidence of sexually transmitted diseases within McLean County. The \$10,000 grant covers the time period April 1, 2008 through March 31, 2009 and adds a .12 social work intern for a period of nine months. In addition, segments of time from communicable disease and health promotion staff will be assigned to the grant. This grant was previously approved by the McLean County Board of Health.

National Association of City and County Health Officials (NACCHO) MRC Grant

This is a one-time grant awarded by NACCHO to provide training opportunities to Medical Reserve Corps (MRC) volunteers. The \$5,000 awarded will cover expenses associated with a regional Strategic National Stockpile dispensing site exercise during spring of this year. Funds from the grant will also be used to recruit MRC volunteers. A portion of an office support specialist position will be assigned to the project. The grant was previously approved by the McLean County Board of Health.

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Budget Amendment
Fund 0102
Early Childhood Dental Caries Planning Grant

The Illinois Department of Public Health awarded the McLean County Health Department a one-time grant of \$5,000 to engage a local community task force to explore approaches to reduce the incidence of early childhood dental caries. The intention of the planning process is to assess the availability of prevention services for children under the age of five. The planning group will be comprised of members already engaged in this effort through the department's AOK Early Childhood Network. The grant adds a .14 FTE social work intern to help staff the project along with time allocation to the project on the part of the department's community health and prevention supervisor and the health promotion program manager. The project concludes on September 30th.

An Ordinance of the McLean County Board
 Amending the 2008 Combined
 Appropriation and Budget Ordinance for Fund 0102

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 2008 appropriation in Fund 0102 Dental Sealant Grant Program, 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 0407-0152 Early Childhood Caries (ECC) Grant - in Fund 0102, Department 0061, Program 0062 from \$0 to \$5,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, AIDS/Communicable Disease Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 33,796	\$ 1,400	\$ 35,196
0516-0001	Seasonal Employees	\$ 0	\$ 2,500	\$ 2,500
0599-0001	Co. IMRF	\$ 2,659	\$ 110	\$ 2,769
0599-0003	SS Contribution	\$ 4,095	\$ 300	\$ 4,395
0612-0003	Educational Materials	\$ 500	\$ 390	\$ 890
0630-0001	Postage	\$ 700	\$ 200	\$ 900
0793-0001	Travel	\$ 350	\$ 100	\$ 450
TOTALS:		\$ 42,100	\$ 5,000	\$ 47,100

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 _____ day of _____, 2008.

ATTEST:

APPROVED:

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

 Matt Sorensen Chairman of the
 McLean County Board

F:\adm\budg\08ECC

Budget Amendment Narrative
Grant Fund 0107
STD Prevention Grant

The Illinois Department of Public Health provided a one-time grant to local health departments within jurisdictions with higher rates of sexually transmitted diseases (STD's). The selection criterion included the 20 counties with the highest rates per 100,000 residents. Local health departments were encouraged to utilize CDC risk population models to design intervention strategies. The McLean County Health Department will focus on deploying social marketing approaches to increase outreach efforts; self-collected urine specimens for drop off testing of Chlamydia and gonorrhea; and, STD prevention and education in a variety of community settings.

The grant will employ a part-time social work intern and will have time assigned to the project from various staff including: the communicable disease program coordinator, health promotion program manager, communication specialist and accounting specialist. The only FTE amendment will involve the intern. The miscellaneous assignment of staff to the project will come in the form of payroll distribution.

An Ordinance of the McLean County Board
Amending the 2008 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 2008 appropriation in Fund 0107 AIDS/Communicable Disease Program, 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 0407-0151 STD Prevention Grant - in Fund 0107, Department 0061, Program 0062 from \$0 to \$8,000.
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 Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 55,158	\$ 4,300	\$ 59,458
0516-0001	Seasonal Employees	\$ 0	\$ 1,573	\$ 1,573
0599-0001	Co. IMRF	\$ 7,462	\$ 449	\$ 7,911
0599-0002	Emp Medical	\$ 4,802	\$ 188	\$ 4,990
0599-0003	SS Contribution	\$ 8,707	\$ 336	\$ 9,043
0612-0003	Educational Materials	\$ 2,649	\$ 400	\$ 3,049
0622-0001	Med/Nurs Supplies	\$ 7,406	\$ 110	\$ 7,516
0629-0001	Printed Forms	\$ 2,243	\$ 220	\$ 2,463
0630-0001	Postage	\$ 1,050	\$ 80	\$ 1,130
0793-0001	Travel	\$ 700	\$ 200	\$ 900
0795-0003	Telephone	\$ 4,000	\$ 144	\$ 4,144
TOTALS:		\$ 94,177	\$ 8,000	\$102,177

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 _____ day of _____, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\08STD

Budget Amendment
National Association of City and County Health Officials MRC Grant
Grant Fund 0107

The McLean County Health Department applied for, and was awarded, a \$5,000 contract during early 2008 by the National Association of City and County Health Officials (NACCHO) to conduct training for volunteers used as part of the McLean County Health Department's emergency public health response function. The department was previously awarded a \$10,000 grant by NACCHO for the same purpose in 2007. The new funding will be used primarily for planning and staging a regional Strategic National Stockpile dispensing exercise sometime in May. The department will purchase small equipment items as part of "go-kits" for MRC volunteers. The department will solicit new MRC volunteers, provide volunteer training, provide food for the volunteers and conduct the regional SNS dispensing site exercise. The MRC is made up of volunteer physicians, nurses, and other individuals to augment the community's capacity to meet public demand during a public health emergency such as a bioterrorism event or large scale infectious disease outbreak. A portion of the funding will be used to defray a portion of the office support staff position's compensation for support to the project.

An Ordinance of the McLean County Board
 Amending the 2008 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 2008 appropriation in Fund 0107 AIDS/Communicable Disease Program, 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 0407-0134 Medical Reserve Corp (MRC) Capacity Grant - in Fund 0107, Department 0061, Program 0062 from \$5,000 to \$13,000.
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 Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part Time Employees	\$ 57,212	\$ 890	\$ 58,102
0599-0001	Co. IMRF	\$ 7,462	\$ 70	\$ 7,532
0599-0003	SS Contribution	\$ 8,707	\$ 68	\$ 8,775
0607-0001	Food	\$ 2,082	\$ 1,470	\$ 3,552
0620-0001	Op/Office Supplies	\$ 10,038	\$ 345	\$ 10,383
0621-0001	Non-Major Equipment	\$ 11,991	\$ 2,857	\$ 14,848
0629-0001	Printed Forms	\$ 2,243	\$ 140	\$ 2,383
0701-0001	Advertising/Leg Notices	\$ 0	\$ 1,000	\$ 1,000
0706-0001	Contract Services	\$ 10,000	\$ 1,000	\$ 11,000
0778-0001	DP User Fees	\$ 200	\$ 160	\$ 360
TOTALS:		\$109,935	\$ 8,000	\$117,935

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 _____ day of _____, 2008.

ATTEST:

APPROVED:

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

 Matt Sorensen Chairman of the
 McLean County Board

F:\adm\budg\08NACCHO

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
Circuit Clerk Court Document Storage Fund 0142, Circuit Clerk's Office 0015**

WHEREAS, the McLean County Board, on November 20, 2007, 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 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Court Document Storage Fund 0142, Circuit Clerk's Office, Department 0015; and,

WHEREAS, the Circuit Clerk's Office and Information Technologies have recently completed review of a pilot test of receiving scanned images from the microfilm provider and storing these images within the E*Justice case management application; and,

WHEREAS, the value to the Circuit Clerk's Office is two-fold, first, the scanned images are sharper and cleaner than the microfilm and second, the scanned images can be viewed by staff at their desk; and,

WHEREAS, adding the scanned images to the E*Justice case management application will require additional network storage capacity; and,

WHEREAS, Information Technologies has recommended that the Circuit Clerk's Office purchase a Storage Area Network (the "SAN") device with a 10 tera-byte capacity to store the scanned images; and,

WHEREAS, under GSA Contract GS-35F-4342D, Information Technologies can purchase a 10 tera-byte SAN for the Circuit Clerk's Office at a cost of \$42,000.00 including three years of maintenance; and,

WHEREAS, the Justice Committee, at its regular meeting on April 1, 2008, recommended to the County Board approval of an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; and,

WHEREAS, the Executive Committee, at its regular meeting on April 15, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to make an Emergency Appropriation from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 and amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance as follows:

<u>Line Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0400.0000 Unappropriated Fund Balance	\$ 62,478.00	\$ 42,000.00	\$ 104,478.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Court Document Storage Fund 0142:

<u>Line-Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0833.0002 Purchase of Computer Equipment	\$ 0.00	\$ 42,000.00	\$42,000.00

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

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

LAW & JUSTICE CENTER
104 West Front Street Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



SANDRA K. PARKER
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES
Criminal: Room 303
888-5320
Divorce/Family: Room 404
888-5305
Civil: Room 404
888-5340
Small Claims: Room 404
888-5380
Traffic: Room 303
888-5310

Memorandum

To: Honorable Members of the Mclean County Justice Committee
From: Sandra Parker, Circuit Clerk
Date: March 18, 2008
Re: Fund Transfer - Document Storage Fund

The Circuit Clerk's office requests Committee approval of a \$42,000.00 budget amendment from the unappropriated fund balance of the Court Document Storage Fund 0142 for the purchase of computer equipment. If approved, this money will be used to purchase a storage area network (SAN) with a 10 Tera-Byte (TB) capacity. Mr. Craig Nelson advised me on Wednesday, March 12th of this significant savings opportunity, available for a short time on this item. For point of reference, Information Technologies earlier spent \$60,000 to purchase a 7 Tera-Byte SAN. It seems prudent to proceed with this purchase and take advantage of the \$16,000.00 savings.

The Circuit Clerk and County Information Technologies have recently completed review of a pilot test of receiving scanned images from our Microfilm provider (HOV) and storing them within the E*Justice Case management application. The images are being created first, then taken to microfilm (microfilm remains the state standard). Once the images/film is verified, the original file is destroyed. The value to the Circuit Clerk's Office is two-fold. The images are sharper and cleaner than the old film method, and staff no longer needs to use the rolls of film and operate the reader printer. They can view the images at their desk and select the images to print. The images are accessible from an icon within the case. The need for a SAN to complete this project is not in question. This project will only grow in scope over time.

The Circuit Clerk would be open to using this SAN along with the SAN to be purchased by the Recorder of Deeds to serve as a back-up for each other's data in the event of a

Honorable Members of the McLean County Justice Committee
March 19, 2008
Page Two

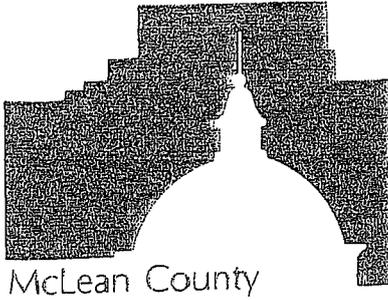
disaster. Mr. Newcom has already committed to acquiring a 10 Tera-Byte SAN with funds budgeted in the 2008 Recorder's Document Storage Fund 0137. By dividing our tera-byte ownership across the two machines, stored in separate buildings and replicating with one another, we could safeguard our data --giving each us better disaster recovery should one building be affected. It also sets a good example of a cooperative endeavor among the various departments within County government. I am confident that Mr. Nelson has the knowledge and skills to estimate our needs and make this work.

I apologize for not being available for this meeting. My father has an ongoing condition that is being treated at the Mayo Clinic. His appointment and our travel arrangements were scheduled long before Mr. Nelson contacted me with this savings opportunity.

I would be happy to speak with you prior to March 31st if you have any concerns that I might address.

Thank you for your kind consideration.

SKP/hmg



INFORMATION SERVICES

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

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

Bloomington, Illinois 61702-2400

Memo

To: McLean County Justice Committee and McLean County Board

From: Craig Nelson, Director of Information Technologies

Date: March 17, 2008

Re: Storage Area Network Proposal

I am writing in support of the Circuit Clerk's proposal to purchase a Storage Area Network (SAN) device.

The SAN is an Equallogic PS400E which provides 10.5 TB (Terabytes) of storage by using up to 14 disk drives of 750 GB (Gigabytes) each. The SAN has built-in redundancy with 2 disks controllers and 3 network interfaces. Equallogic is an industry-standard brand and was acquired by Dell computers in November of 2007.

The SAN is listed on GSA Contract GS-35F-4342D at \$62,700. The contract holder is willing to provide an instant rebate of \$27,745 in order to clear inventory for newer offerings. Combined with 3 years of support, the final figure is \$41,700, an outstanding savings.

Recently the offices of the Circuit Clerk and the office of the Recorder have each undertaken large-scale imaging projects that require significant storage.

This purchase, combined with an identical purchase by the McLean County Recorder, will allow Information Technologies to place one device in the Law and Justice Center and another in the Government Center. By allocating ½ of each device to the other's department, the data can be in a constant state of mirroring. This alleviates the need for a tape backup of the images.

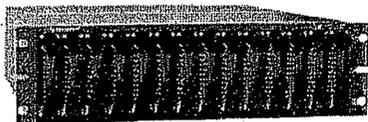
In the event that one of the devices would become unavailable, the other device can be brought online in a matter of minutes, restoring the availability of the images.

This is clearly a strong opportunity to improve the storage capacity for both the offices of the Circuit Clerk and the office of the Recorder at a substantial savings.

Both offices have indicated their willingness to allocate their equipment as described above. This will significantly decrease their level of risk in the event of a business continuity situation.

I will be happy to answer any questions the committee may have.

Thank you



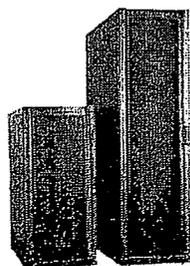
PS400E STORAGE ARRAY

With 10.5 TB of capacity within a 3U enclosure, the PS400E is an enterprise SAN delivering best-in-class performance while providing both primary and secondary storage for database, e-mail, print, file, and web service applications.

DATA SERVICES INCLUDE:

- Auto-Replication
- Automatic Load Balancing
- Auto-Snapshot Manager¹
- Auto-Stat Disk Monitoring System
- Volume Consistency Sets
- Multi-Path I/O²
- PS Group Manager
- Pooled and Tiered Storage
- RAID Load Balancing
- Snapshot and Auto-Replication Scheduler
- E-mail Home
- Storage Virtualization
- Volume Cloning
- Volume Management
- Volume Snapshot

PS STORAGE STACK



PS Series storage arrays are stackable as multi-array system configurations for customized performance and capacity

TECHNICAL HIGHLIGHTS

Volumes	Up to 1,024
Snapshots	512 per volume / up to 10,000 total
Hosts accessing group	Up to 512
Host interface	Any standards-compliant iSCSI initiator
Controllers	2
Disk capacity	750 GB*; 7,200 RPM SATA II
System capacity	10.5 TB**
Number of drives	14
I/Os per second	60,000
Memory (battery-backed)	2 GB
Gb network interfaces	3
	Copper (standard)
	Optical (SFP purchased separately)
Sustained system bandwidth	300 MBps
Operating systems supported	Windows [®] 2000, Windows Server 2003, Windows XP, NetWare [®] , Linux, Solaris [™] , AIX [®] , HP-UX, Mac OS [®] X, VMware [®] ESX
Expansion option	Can be combined with other PS systems in a PS Storage Stack

RAID SUPPORT

Automatic RAID 5, RAID 10 and RAID 50 configuration

RELIABILITY

Redundant, hot-swappable controllers, power supplies/cooling fans, and disks
Mirrored write-back cache with 72-hour battery backup
Individual disk drive slot power control

ENCLOSURE MONITORING SYSTEM

Automatic spare configuration and utilization
SMART
Automatic bad block replacement
Auto-Stat Disk Monitoring System (ADMS) to monitor health of data on disk drives

MANAGEMENT INTERFACES

SNMP, telnet, SSH, HTTP, Web (SSL), host scripting
Serial console
Multi-administrator support

SECURITY

CHAP authentication
Access control for iSCSI and management interfaces

NOTIFICATION METHODS

SNMP traps, e-mail, syslog

POWER

Input voltage/power	100-240 VAC (auto-sensing) / 450 VA
Input current	4.0 A (maximum) @ 115 V
Input frequency	50-60 Hz
Power supplies	Dual 400 W
Power consumption	450 W

ENVIRONMENTAL

Temperature range	5 to 40 °C / 41 to 104 °F
Storage temperature	-30 to 60 °C / -22 to 140 °F
Altitude	-70 to 3,048 m operational / -305 to 12,192 m non-operational
Relative humidity	20 to 80% non-condensing operational / 5 to 95% non-condensing non-operational
Thermal output	1,500 BTU per hour, 450 W (maximum configuration)
Shock	30 G for 2 ms operational / 30 g for 10 ms 1/2 sin non-operational
Vibration	.1 G @ 10 to 100 Hz operational / Random 1.04 grms 2-200 Hz non-operational
Acoustics	Sound Power Operating: <5.8 db LpA @ 20 °C

PHYSICAL

Height	13.33 cm / 5.25 in / 3 EIA units
Width	44.77 cm / 17.625 in / 1EC Rack Compliant
Depth	63.5 cm / 25 in
Weight	36.74 kg / 81 lb (maximum configuration)

AGENCY APPROVALS

Safety standards	UL 60950, CSA 60950, S Mark EN 60950 (Europe), CB Scheme
Electromagnetic Compatibility (EMC)	EN 55022 Class A, CE Mark, EN 55024 Immunity, ITE, FCC Class A, VCCI Class A (Japan) AN/NZS 3548 Class A (Australia/New Zealand)
C-Tick Compliance	 N 4292

LIMITED WARRANTY

2 years telephone support: business hours 5x9
1 year software maintenance and updates
2 years hardware (return to factory, first 90 days advance replacement, 1 year battery, 3 years on disks)

SUPPORT PROGRAMS

Complete Care	24-hour priority online/telephone access, software maintenance and updates, next business day advance hardware replacement
Complete Care Plus	24-hour priority online/telephone access, software maintenance and updates, four hour onsite advance hardware replacement

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

² 1 TB = 1,000,000,000,000 bytes, useable space may be less
² Qualified for Microsoft Windows Server 2000 and 2003, Linux and Sun Solaris Operating Systems

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McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Sheriff's Department #404620		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 4/1/2008 End: 6/30/2008
Grant Title: Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant			
Grant Amount: \$30,195.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$10,065.00 Overmatch: \$		Expected Initial Receipt Date:	
Grant Total Amount: \$40,260.00		Source of Matching Funds (if applicable): Task Force 6	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$40,260.00</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$40,260.00</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$40,260.00	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$40,260.00	Description of equipment to be purchased: 1 Sport Utility Vehicle, 1 Pickup Truck 1 Secure Vehicle Lockbox 8 Tactical Vest Carriers Description of subcontracting costs: Other requirements or obligations:	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
Total Personnel Cost	\$																										
Additional Expenses																											
Subcontractors	\$																										
Equipment	\$40,260.00																										
Other	\$																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$40,260.00																										

Responsible Personnel for Grant Reporting and Oversight:

Mike Bremer, Sheriff
Department Head Signature

March 25, 2008
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program 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 or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 300, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean on Behalf of Task Force 6

Implementing Agency's FEIN #: 37-6001569 Agreement #: 404620

Program Agency: Task Force 6

Program Title: Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

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

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

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

Name: Benjamin Halloran

Title: Commander

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

3. Will a separate fiscal account/fund be maintained for the program?

Yes, this account will maintain: (Choose one)

Federal funds only

Both federal and local matching funds

No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

115 E. Washington, P.O. Box 2400

Bloomington, IL 61702-2400

ATTN: Jennifer Miller

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of McLean

Effective 05/03

INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #300, Chicago, Illinois.. 60606.

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

AGREEMENT NUMBER: 404620

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: April 1, 2008

SOURCES OF PROGRAM FUNDING:

Anti-Drug Abuse Act (FDNY 02) Funds	\$30,195,000
Matching Funds	\$10,065,000
Total:	\$40,260,000

IMPLEMENTING AGENCY: County of McLean

ADDRESS: Government Center
1115 E. Washington, Suite 401
Bloomington, Ill. 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001562

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

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: Treasurer, County of McLean
TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Task force 6

ADDRESS: P.O. Box 1511
Bloomington, Ill. 61702-1511

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force Six Commander
TELEPHONE: (309) 452-9961
EMAIL: hallorb@isprarex.com

FISCAL CONTACT PERSON: Jennifer Miller
AGENCY: County of McLean
TITLE: Bookkeeper
TELEPHONE: (309) 888-5033
FAX: (309) 888-5072
EMAIL: Jennifer.miller@mcleancountyil.gov

PROGRAM CONTACT PERSON: Michael J. Reidy
TITLE: Chief of Police, City of Clinton, Illinois
TELEPHONE: (217) 935-9441
FAX: (217) 935-4219
EMAIL: mreidy@clintonillinois.com

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 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on Behalf of Task Force 6, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Suite 401, Bloomington, Illinois 61701, for implementation of the Expanding Multi-Jurisdictional Narcotics Units Supplemental 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 2004:

1. Support prevention programs that help youth recognize risks associated with violent crime and drug use and target youth to reduce their use of violence, illicit drugs, alcohol, and tobacco products.
2. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.
3. Support programs that enhance treatment effectiveness, quality, and services so that those who need treatment can receive it.
4. Support research that identifies what works in drug treatment and the prevention of drug use, violent crime, and their consequences.
5. Support programs that promote the efficiency and effectiveness of the criminal justice system.
6. Support efforts to implement an integrated justice system in Illinois that includes all components of the criminal justice system and every jurisdiction within the state.
7. Support efforts with law enforcement, prosecution, and probation to combat, disrupt, and test drug users.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Equipment grant": Funds providing for acquisition of tangible items which shall include a description of the

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

unit of local government's need for the equipment for purposes of reducing crime, improving officer and public safety, and improving operational effectiveness and an approved budget, attached as Exhibit A.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 1, 2008 through June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be ordered or purchased on or before June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be received by implementing agency, and federal and matching funds must be liquidated (expended), on or before July 30, 2008. In the event the items are not received on or before July 30, 2008, the Implementing Agency must immediately submit a written statement to the Authority, explaining why the items have not yet been received.

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

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 by the expiration date of this agreement (the equipment has not been ordered or purchased) the Implementing Agency must submit written notice to the Authority of the failure to commence performance of this agreement. The Authority shall require a refund of federal funds awarded if the Implementing Agency has not ordered or purchased the equipment on or before June 30, 2008. The Authority may also require a refund of federal funds, if the Implementing Agency has not adhered to the terms of Section 2, above; or if the equipment has not been received, in accordance with the terms and conditions of this agreement.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the equipment grant described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, payment 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 equipment grant being funded, the Implementing Agency may request that an advance payment be made and may be required to 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 \$30,195.00 and is dependent on the expenditure of matching funds as described in Section 5 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 federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

SECTION 5. 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. Failure of the Implementing Agency to provide 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 provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. 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 7. 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 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 9. 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 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 Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

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.

In addition to the above requirements, within 30 days after 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 data report; (c) property inventory report; and (d) other documents required by the Authority. The Executive Director of the Authority will determine the content and form of these final documents. These final documents may be submitted by the Implementing Agency to the Authority prior to the above time schedule, if all federal and matching funds have been expended and the equipment described in Exhibit A is operational.

SECTION 12. 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 13. 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 11 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 14. 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 so 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, require a refund of the federal funds awarded, 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. Any loss, damage or theft of equipment and commodities shall be investigated, 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 15. 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.

SECTION 16. 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 17. 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 18. 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 19. EQUIPMENT REQUIREMENTS

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. CONFLICT OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and 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. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. 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:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and 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; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- 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 38, Equal Treatment for Faith-Based Organizations; 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; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- 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.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- 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.
- 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.; and Protection of Historic Properties regulations (36 CFR Part 800).
- 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.
- 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, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 22. 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 21 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 23. 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 24. 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;
- 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); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- 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 shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

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 25. 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.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

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 26. 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 27. 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. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 # 2004-DB-BX-0043, 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 37. 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: 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 services	<input type="checkbox"/> Other: _____

SECTION 38. 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 (2004-DB-BX-0043)
- Grant Award Year: Federal Fiscal Year 2004

SECTION 39. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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 40. 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 41. 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 42. 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 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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 44. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

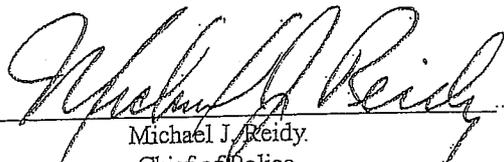
SECTION 44. ACCEPTANCE

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

Matt Sorensen
Chairman, McLean County Board
County of McLean
Date

Rebecca McNeil
Treasurer
County of McLean
Date



Michael J. Reidy
Chief of Police
Clinton, Illinois
3/21/08
Date

Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

Task Force 6

#404620

Task Force 6 is a multi-jurisdictional drug enforcement unit servicing the Central Illinois area encompassing McLean and DeWitt counties and beyond. The unit is comprised of eight officers from the Illinois State Police, DeWitt County Sheriff's Department, McLean County Sheriff's Department, Clinton Police Department, Bloomington Police Department, and Illinois State University Police Department. Also assigned to Task Force 6, is an Office Manager who is responsible for the administrative function of the unit as well as asset/forfeitures. Given the recent closures of the Task Force X offices in Champaign and Decatur in recent years, Task Force 6 offers assistance to other agencies outside of McLean and DeWitt counties with a documented need and nexus to the Task Force 6 operational area.

Task Force 6 evaluates tactical procedures on an ongoing basis to both enhance and ensure the safety of the officers assigned to the unit and those officers from other agencies offering assistance to the unit. As part of this focus on tactical procedures, Task Force 6 attended Vehicle Takedown, Vehicle Assault, and Vehicle Jump Out training as a unit. This training, conducted by instructors from the Quad City MEG Unit and consistent with Florida IPTM training, also provides hands-on instruction in the rescue of Undercover Agents from vehicles as well as suspect extraction methods from vehicles. As evidenced by a recent accidental shooting of an undercover officer in Sycamore, IL, in July 2007 during a vehicle extraction of a suspect, the equipment, training, uniformity, and tactics of those officers assigned to these duties are paramount to the successful execution of these high-risk operations and officer safety. To more safely conduct these operations involving the arrest, extraction, and/or assault of a vehicle with suspect(s), Task Force 6 has identified two primary equipment needs in order to properly equip officers involved in these increased risk situations. First, Task Force 6 does not have an adequate vehicle capable of efficiently transporting all required personnel and equipment. Currently, the only vehicle available to Task Force 6 intended for these operations is a mini-van assigned to the McLean County Inspector. The vehicle has over 100,000 miles on it and offers only limited protection due to the stance of the vehicle above the safety of

the engine block. Second, officers assigned to Task Force 6 do not have standardized tactical vests with uniform POLICE markings. Some of the assigned officers have no tactical vests.

Task Force 6 would propose that funds be secured to allow for the upgrade of a federally grant purchased 2002 Chrysler Sebring with 97,000 miles to a quality used Sport Utility Vehicle (SUV) capable of transporting the required personnel to conduct vehicle takedowns and suspect extractions as well as transporting suspect(s) if needed. An SUV would also be large enough to carry required equipment for unit operations. This vehicle would also be utilized to transport unit personnel to/from search warrants and special details in order not to compromise covert squads assigned to Task Force 6 officers. Funds are also proposed in order to purchase a secure lock box for tactical equipment and evidence storage for the rear of the SUV to prevent the theft of firearms, evidence, and/or equipment. Task Force 6 would also request funds in order to equip unit officers with tactical vests bearing uniform POLICE markings to ensure officers are clearly identified as law enforcement. Task Force would also request funds to upgrade a fleet pickup truck with over 202,000 miles. Although functional, the usefulness of this vehicle is limited, as it could impair the success of an operation due to its unreliability.

FFY 04 SUPPLEMENTAL EQUIPMENT GRANT EQUIPMENT & BUDGET DETAIL REPORT

Applicant: TASK FORCE 6
#404620

Employer Identification Number (FEIN): 37-6001569

Please indicate the equipment item(s) you are proposing to purchase and the quantity of each. Also indicate the estimated cost of the item(s). Please indicate the portion of costs that will be paid for with the 75 percent federal funds and the portion that will be paid for with the 25 percent match funds. Round all dollar amounts to the nearest dollar amount.

Equipment Type	Total Cost X .75 = Federal Amount			Federal Amount / 3 = Match Amount		If applicable, describe the age, condition and total number of equipment items that this funded equipment will be replacing.
	Quantity	Unit Cost	Total Cost	Federal Amount	Match Amount	
Sport Utility Vehicle	1	\$23,000.00	\$23,000.00	\$17,250.00	\$5,750.00	age: 2002 condition: fair mileage: 97,000 total #: 1
Secure Vehicle Lock Box	1	\$1,300	\$1,300	\$975.00	\$325.00	age: condition: total #: mileage:
Tactical Vest Carriers	8	\$120.00	\$960.00	\$720.00	\$240.00	age: condition: total #: mileage:
Pickup Truck	1	\$15,000.00	\$15,000.00	\$11,250.00	\$3,750.00	age: 1997 condition: fair total #: 1 mileage: 202,000
TOTALS:				\$40,260.00	\$30,195.00	

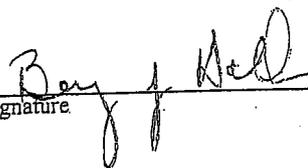
CERTIFICATION

The applicant certifies:

- 1). That it is not barred from contracting with any unit of state or local government as a result of 720 ILCS 5/33E-3 or 5/33E-4; and,
- 2). That it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded.

Benjamin J. Halloran / Commander

Name and Title of Authorized Representative



Signature

02-06-08

Date

Task Force 6

Name of Organization

P.O. Box 1511, Bloomington, IL 61702-1511

Address of Organization

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act. The Drug Free Workplace Act, effective January 1, 1992 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 programs; 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 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Task Force 6

Printed Name of Organization

Benjamin J. Halloran
Signature of Authorized Representative

Requisition/Contract/Grant ID #

Benjamin J. Halloran / Commander

Printed Name and Title

02-06-08

Date



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies 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 an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Task Force 6
P.O. Box 1511
Bloomington, IL 61702-1511

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

FFY04 Multi-Jurisdictional MEG/Task Force Enforcement Units & Drug Prosecution Units

4. Typed Name and Title of Authorized Representative

Benjamin J. Halloran / Commander

5. Signature



6. Date

02-06-08

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
SETTING A \$15.00 FEE TO BE CHARGED BY THE
McLEAN COUNTY CIRCUIT CLERK FOR THE
CHILDREN'S ADVOCACY CENTER**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows a County Board to enact certain additional fees; and,

WHEREAS, Public Act 095-0103 amends Section 5-1101 of the Counties Code allowing a County Board to enact by ordinance additional fees to finance Children's Advocacy Centers; and,

WHEREAS, Section 5-1101 (f-5) provides that a County Board may adopt a mandatory fee of between \$5.00 and \$30.00 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

WHEREAS, the County Administrator and the McLean County State's Attorney have carefully reviewed Public Act 095-0103 and have recommended to the Justice Committee that the McLean County Circuit Clerk fees be adjusted in accordance with Public Act 095-0103; and,

WHEREAS, the Director of the Children's Advocacy Center and the County Administrator have determined that a fee of \$15.00 would provide significant support to fund the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, April 1, 2008, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with Public Act 095-0103; and, now therefore,

BE IT ORDAINED by the McLean County Board as follows:

That the McLean County Circuit Clerk fees are hereby amended by the addition of a \$15.00 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

BE IT FURTHER ORDAINED, that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.

The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the Director of the Children's Advocacy Center, the County Administrator, and the First Assistant State's Attorney, Civil Division.

This Ordinance shall become effective as of June 1, 2008.

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton,
Clerk of the McLean County Board

Matt Sorensen, Chairman
McLean County Board



McLean County Child Protection Network
 200 W. Front St., Suite 500B
 Bloomington, Illinois 61701
 Phone: 309-888-5656
 Fax 309-888-4969

Children's Advocacy Center
 with satellite offices in
 Livingston and DeWitt Counties
 CASA of McLean County
 and Livingston County

March 24, 2008

Esaw Peterson
 Chairperson
 Joe Gibson
 William Yoder
 Dr. Kathy Widerborg
 Daniel Norris
 Lynn Fewkes
 John Elliott
 Bruce Patterson
 Barb Nunemaker
 Amy Calhoun
 John Rexroad
 Mike Emery
 Mark Dabbs

The Honorable Members of the Justice Committee
 McLean County Board
 Government Center, Room 401
 115 East Washington Street
 Bloomington, Illinois 61702-2400

Attention: John Zeunik, County Administrator

Re: Children's Advocacy Center Fee Ordinance Proposal

Dear Mr. Zeunik:

On behalf of the Children's Advocacy Center, and with the support of the McLean County Child Protection Network, we would ask that the McLean County Board consider adopting the legislation contained in Public Act 095-0103, allowing counties in which a Children's Advocacy Center operates, to assess a mandatory fee ranging between \$5 and \$30, payable by the defendant on court cases where there is a judgment of guilty or a grant of supervision for any felony, misdemeanor, petty offense (including traffic), and business offense. We are proposing that McLean County adopt a minimum mandatory fee of \$10 on all types of cases listed above. This would create a much needed dedicated funding stream for McLean County's Children's Advocacy Center.

As you are certainly aware, the Children's Advocacy Center provides a vast array of services for McLean County children when there has been an allegation of sexual or serious physical abuse. Those services include, but are not limited to, forensic interviewing of children, victim advocacy, counseling for the victims and their non-offending family members, medical exams for the children when appropriate, and CASA services for children involved in the abuse/neglect courtroom. In 2007 alone, the advocacy center saw 318 children, a 13% increase over last year. Our CASA program trained new volunteers and advocated for 174 children within the foster care system during 2007. All of this was done on a very meager budget.

While we are one of the few centers in the state that receive monies from the county's tax base (.00398 of each cent in property taxes), that revenue only assists in paying approximately one-quarter of the center's expenses. The remaining three-quarters of the budget is pieced together from grant funds and fundraising efforts through the Child Protection Network, the 501c3 associated with us. The reality of the situation is that the only guaranteed funding stream at this center (from the county tax base) essentially covers only my salary and Mary Whitaker's salary. The remaining 7.5 staff members' salaries are completely dependent on grant funding, as are the daily operating expenses.

Staff:
 Judy Renner
 Executive Director
 Mary Whitaker
 Laura Beavers
 Associate Director
 Tanisha Anderson
 Pam McClure
 CASA Case Manager
 Margie Jordan
 Susan Thomas
 Family-Child Advocate
 Jo Sipes
 Multi-County Coordinator
 Kathy Patterson
 Administrative Assistant
 Sharon Klingman
 Crisis Interventionist
 Suzanne Geller
 Assistant States Attorney
 Billie Larkin
 Founding Director
 Est. 1995



Children's Advocacy Centers statewide have not received any funding increase from the Illinois Department of Children and Family Services since 2002, yet the number of child victims that we service continues to rise dramatically. The Illinois Criminal Justice Authority (Victims of Crime Act funds), one of our three major grant funders, has already notified us to expect a statewide 20% reduction in 2008. Other funders are warning that this is the new wave to come. If this Center is unable to find a guaranteed revenue source, and the grant monies are reduced, staff and services will have to be cut dramatically. Each of our programs are operating at maxed capability. In particular, the CASA program, which began in 1996 at the request of the McLean County Judiciary, and has not received any funding from the county, has reached its staff-to-case volunteer ratio, based on National CASA standards. The adoption of this proposed ordinance would allow the Children's Advocacy Center to meet current demands and also expand to offer services that we currently would like to explore, but have neither the staff, nor time to offer as things currently exist. If our staff did not have to spend their time and resources always looking for the next grant resource simply to make ends meet, the sky is really the limit on what the Children's Advocacy Center and CASA program could offer to McLean County.

I encourage you to consider the significant services we offer to these children, as well as to the process of law enforcement investigation and the judicial system through our use of a multi-disciplinary team approach to reduce trauma, and the CASA program. Since opening our doors in 1991, the Center has been involved in well over 3000 investigations of child abuse in McLean County. The CASA program, established in 1996, has trained and supervised over 400 advocates for children thus far. As I am certain you would agree, McLean County, as a whole, has benefited greatly from the development and growth of the services offered through the Children's Advocacy Center and CASA program over the last decade plus. While our Center enjoys tremendous community support, we need help to continue in our mission's efforts. We certainly do not wish to be forced to downsize our services to the children of McLean County. Please aid us in our endeavor to continue providing quality care.

In order to assist you in your discussions of our proposal, we are providing you with the following documentation:

- *Proposed Ordinance
- * Letter of Support and Funding Explanations from State CACI Director Billie Larkin
- * Letter of Support from State's Attorney Bill Yoder
- * Letter from Illinois Criminal Justice Authority regarding VOCA reduction in funds
- * Estimated Fee Revenue Chart
- * CAC Funding Source Chart (2003-2008E)
- * CAC Budget Graph detailing Revenue and Expenditures (2003-2008E)
- * CAC Case Activity Graph detailing Number of CAC interviews and
CASA children served (2003-2008E)
- * 2007 CAC statistics
- * 2007 CASA statistics
- * Agency Organizational Chart
- * House Bill 1391 (now Public Act 095-0103)

You will see from the letters of support offered by State CACI Director Billie Larkin and State's Attorney Bill Yoder that they, too, understand our significant financial constraints and join us in our recommendation that McLean County adopt a CAC Fee Ordinance establishing a minimum of a \$10 fee to all eligible cases. I believe the proposed fee revenue chart alone shows you how significant a dedicated fund figure could total.

The Honorable Members of the Justice Committee
Page Three
March 24, 2008

I would like to take this opportunity, in advance, to thank you for your ongoing support of the McLean County Children's Advocacy Center, as well as your kind consideration of this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Judy Renner". The signature is written in black ink and is positioned above the printed name and title.

Judith L. Renner
Executive Director

Enclosures



To: The Honorary Elizabeth Robb
 FR: Billie Larkin
 RE: HB 1391

Judy Renner indicated that you needed clarification on HB 1391 and most particularly the health of CACs in the State of Illinois as it relates to grant dollars.

As part of my new position, I sit on many different commissions, boards and impact panels. This September I had to make a tough vote along with about 20 other organizations to move to the Illinois Criminal Justice Information Authority Board of Directors our recommendations to made up to a 20% cut in funding to ALL programs across the state of Illinois. ICJIA simply has greater need than resources and the monies coming in from the Federal sources are being severely limited for many reasons. While that decision was difficult, the alternative of cutting programs in the state seemed even a worse case scenario. Next week I am scheduled to participate with IVPA in the same kind of cost cutting strategic planning.

Through many parts of the state I am all too familiar with sagging budgets for Children's Advocacy Centers. In McLean County we have not received any increases from our largest grantor, DCFS, since 2000. In fact we received, as did many CACs a funding cut. At the same time children seen in McLean County, according to the most recent DCFS report I have just seen, were at 303 for the FY 2007.

HB 1391 was a result of meetings we held in McLean County with our funders, grantors, law enforcement officials, DCFS, city and county administration. We are trying very hard to balance the over reliance on the governmental grants and at the same time ask for participants in the crime to take action. As Senator Linda Holmes, Republican Senator from Will County suggested, "it is time for the criminals to help repair the overload of the system they helped to create".

The CACs in the state are not asking for a great deal of money, the small amounts they would get from HB 1391 county wide acceptance would move to making them flush. Starting the 8th year without an increase from the major funders simply means sometime in the very near future, cuts to staff and services to victims will have to be considered. HB 1391 is a small means, without taxing anyone too strenuously, a way to help stabilize their budgets.

I take very seriously my responsibilities of bringing in new sources of funding streams to CACs in the state and we are working with funders and working on some innovative non-governmental, non-grant approaches to those issues. It takes time, patience as you know is not my greatest strength, and a financial plan for the state is in being put in place.

If you would like to meet with me or have further discussion I would be happy to arrange a stop in McLean County. If you would like statistics or other information I would be happy to supply. I do call on you to accept and endorse HB 1391 and what it means to the residents of your district.

Billie

A Chapter of the National Children's Alliance

WILLIAM A. YODER

McLean County State's Attorney

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: bill.yoder@mcleancountyil.gov

January 23, 2008

Re: The McLean County Children's Advocacy Center

To Whom It May Concern:

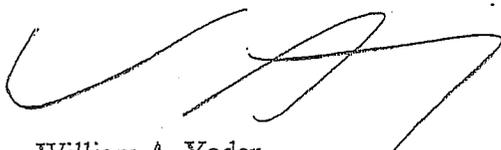
Please accept this letter in support of the McLean County Children's Advocacy Center and the request for the assessment of a court cost supporting its operation pursuant to Public Act 095-0103.

For five years, I have worked closely with the Advocacy Center as it pursues its mission of protecting children. Over that same span of time, I have consistently maintained that the McLean County Advocacy Center is the best in the state, if not the nation. While maintaining its high standards, I have also witnessed the constant struggle to find sufficient funds to continue to operate.

The Children's Advocacy Center plays a far too important role in the protection of children from physical abuse and sexual predators to have its very existence depend, to a large extent, on temporary grant funding or citizen donations. The Legislature has also seen the importance of Advocacy Centers statewide and enacted the legislation necessary to provide a stream of funds to ensure their continued existence.

I fully support the imposition of a court cost on all criminal, traffic, and business offenses, both for convictions and court supervision dispositions. Further, I would support the imposition of said court cost at the higher end of the \$5-\$30 dollar range for all criminal, DUI, business, and major traffic offenses and at the lower end on all petty traffic offenses.

Thank you for your consideration.



William A. Yoder
McLean County State's Attorney



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Mary Whitaker
Assistant Director of Operations
McLean County Child Protection Network
200 West Front Street
Suite 500-B
Bloomington, Illinois 61701

Dear Victim of Crime Act grantee:

This letter is to notify you of recent funding decisions concerning future designations made out of the Victims of Crime Act (VOCA) 2008 award. As many of you may know, the 2007 award received by the Illinois Criminal Justice Information Authority was lower than expected. Because of the flexibility made possible through the use of undesignated funds from prior years' awards, ICJIA was able to maintain the funding levels for its grantees throughout the most recent funding period. We now are anticipating that the 2008 award amount will either be at the same reduced funding level that was received in 2007, or it may even be at a lower dollar amount.

In preparation for the possibility of cuts in program funding that we expect will be required because of recent reductions in VOCA awards, ICJIA convened the Victim Services Ad Hoc Committee (VSAHC) to discuss these reductions and their effects on all VOCA-funded grants. At its October 09, 2007 meeting, the VSAHC recommended to the ICJIA Budget Committee, which on October 24, 2007 approved staff recommendations to continue all previously funded programs at the same percentage of the total federal award to ICJIA for 2007 and 2008.

It is anticipated at this time that all programs should expect a 20 percent reduction from their previous designations. In the unlikely event that the 2008 VOCA award is more than expected, the designations will receive a smaller reduction than 20 percent. If a program has historically reported lapsing funds, or has previously not met its program goals, its reduction may be larger. These recommendations will be made on a grant-by-grant basis by ICJIA staff before the final recommendations are made to the ICJIA Budget Committee for approval.

Once the 2008 VOCA award has been received we will be able to determine what cuts are needed to continue funding for your programs. You will be notified of your recommended designation as soon as the determination is made. If you have any questions please feel free to contact your program monitor.

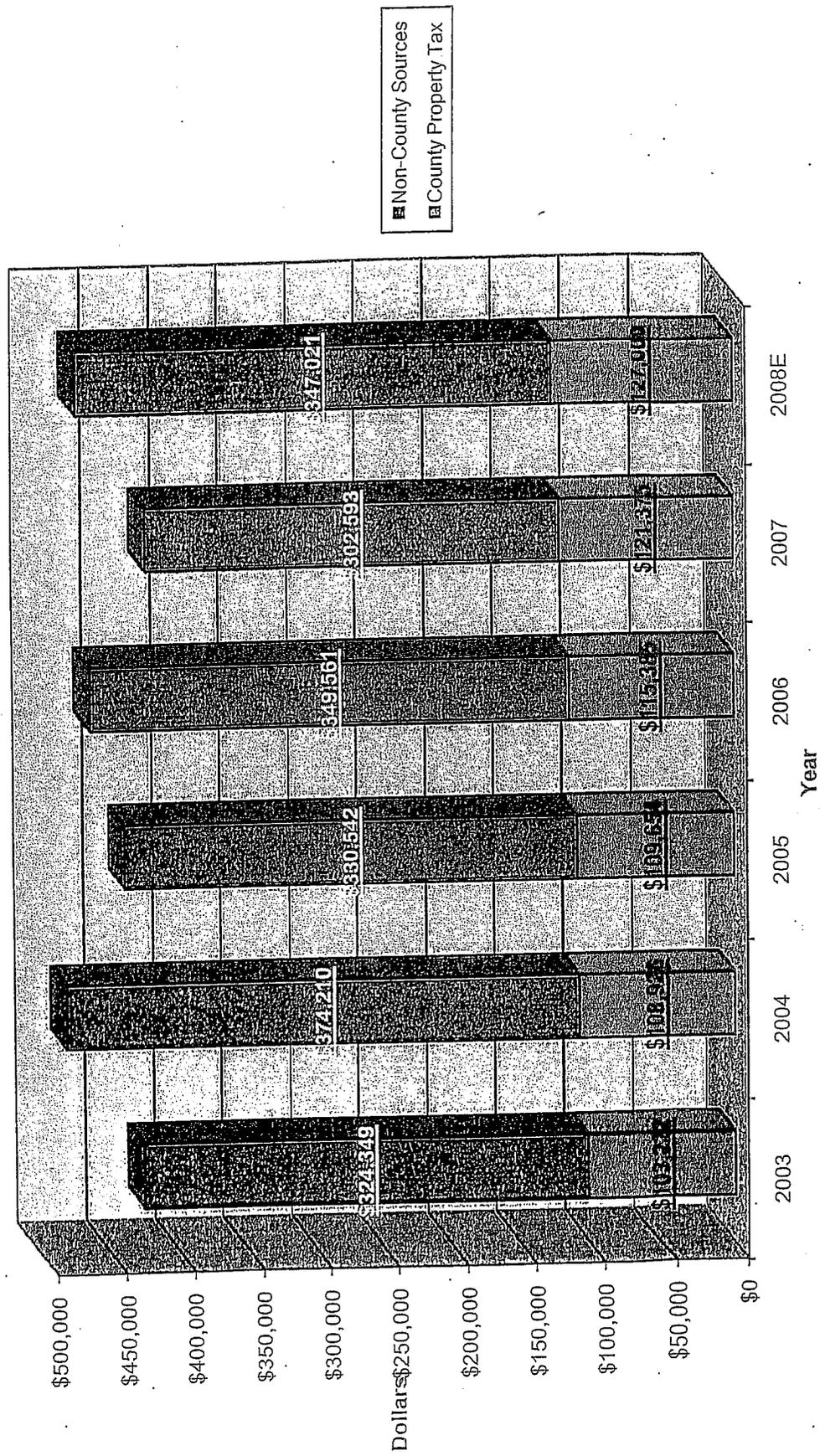
Thank you for your patience,

Sincerely,

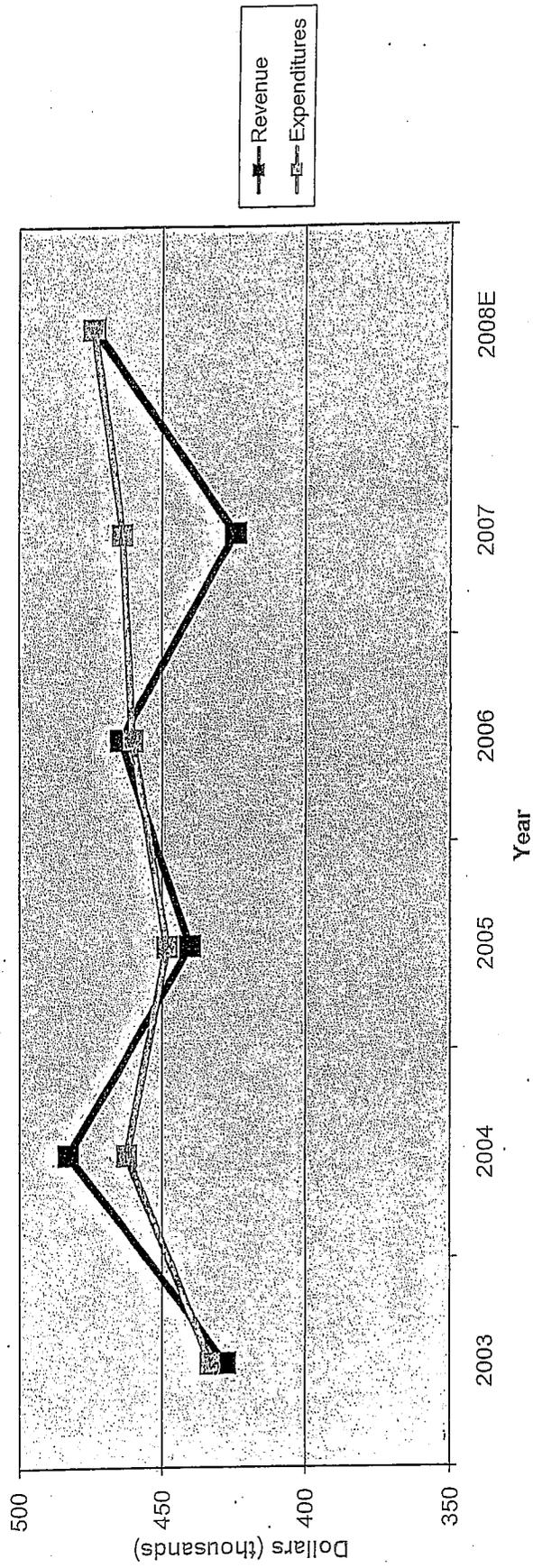
Ronnie J. Reichgelt
Victim Services Program Administrator
Federal and State Grants Unit

Year	Case Type	Convicted	Supervisor	Both	Total	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00
2006	CF	1016	4		1020	\$5,100	\$10,200	\$15,300	\$20,400	\$25,500	\$30,600
	CM	1001	708	12	1721	\$8,605	\$17,210	\$25,815	\$34,420	\$43,025	\$51,630
	<u>Total</u>				2741	\$13,705	\$27,410	\$41,115	\$54,820	\$68,525	\$82,230
2007P	CF	1047	9		1056	\$5,280	\$10,560	\$15,840	\$21,120	\$26,400	\$31,680
	CM	885	813	1	1699	\$8,495	\$16,990	\$25,485	\$33,980	\$42,475	\$50,970
	TR	5200			5200	\$26,000	\$52,000	\$78,000	\$104,000	\$130,000	\$156,000
<u>Total</u>				7955	\$39,775	\$79,550	\$119,325	\$159,100	\$198,875	\$238,650	
2008P	CF	1068	9		1077	\$5,386	\$10,771	\$16,157	\$21,542	\$26,928	\$32,314
	CM	903	829	1	1733	\$8,665	\$17,330	\$25,994	\$34,659	\$43,324	\$51,989
	TR	5304			5304	\$26,520	\$53,040	\$79,560	\$106,080	\$132,600	\$159,120
	<u>Total</u>				8114	\$40,570	\$81,141	\$121,711	\$162,282	\$202,852	\$243,422
2009P	CF	1089	9	1	1100	\$5,498	\$10,997	\$16,495	\$21,993	\$27,492	\$32,990
	CM	921	846		1767	\$8,833	\$17,666	\$26,499	\$35,332	\$44,165	\$52,998
	TR	5410			5410	\$27,050	\$54,101	\$81,151	\$108,202	\$135,252	\$162,302
	<u>Total</u>				8276	\$41,382	\$82,763	\$124,145	\$165,527	\$206,909	\$248,290

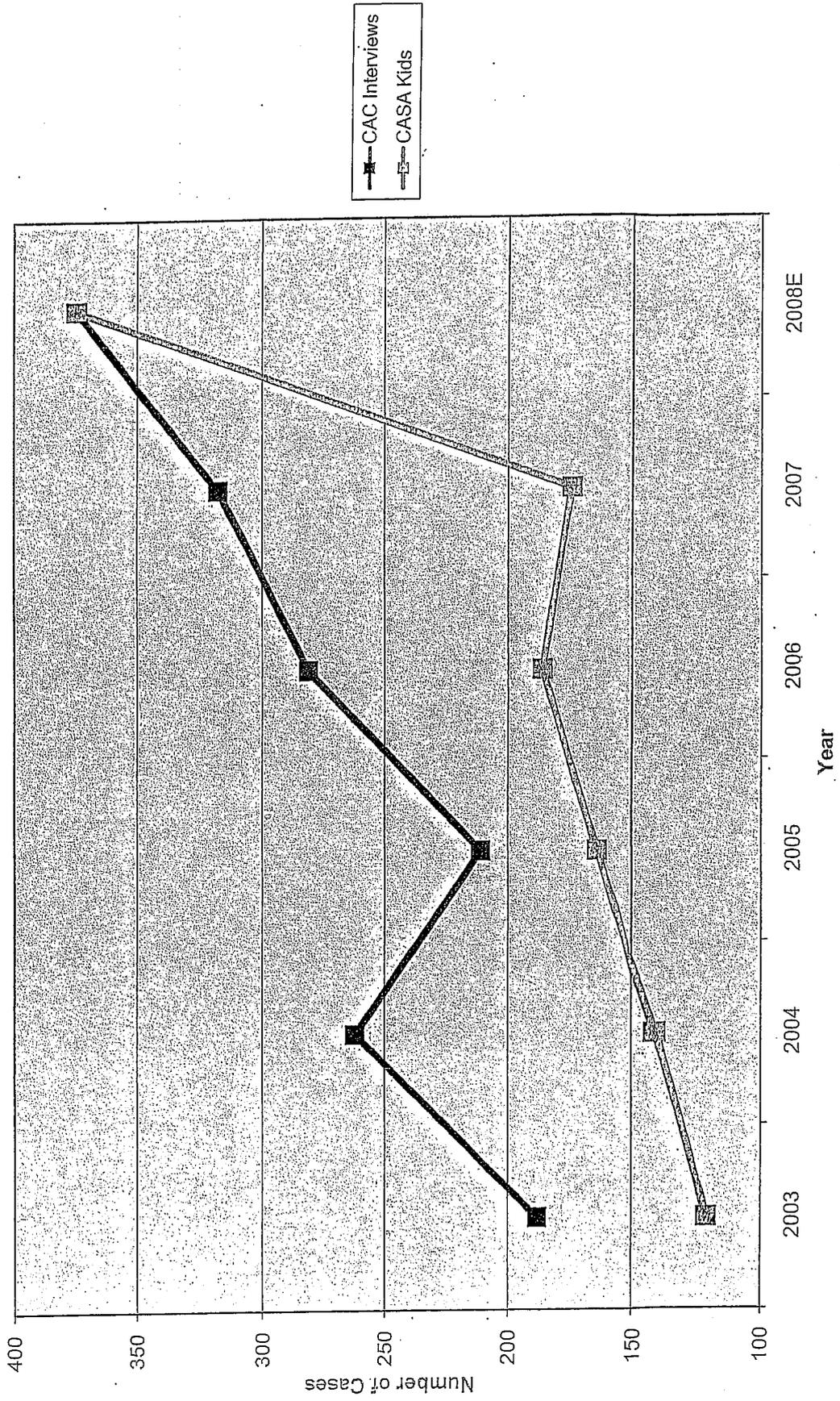
CAC Funding Sources



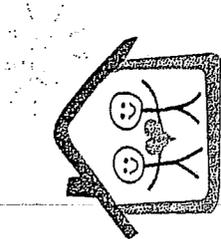
CAC Budget



CAC Activity

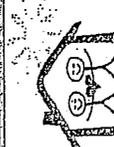


McLean County Children's Advocacy Center Monthly Statistics,
December, 2007

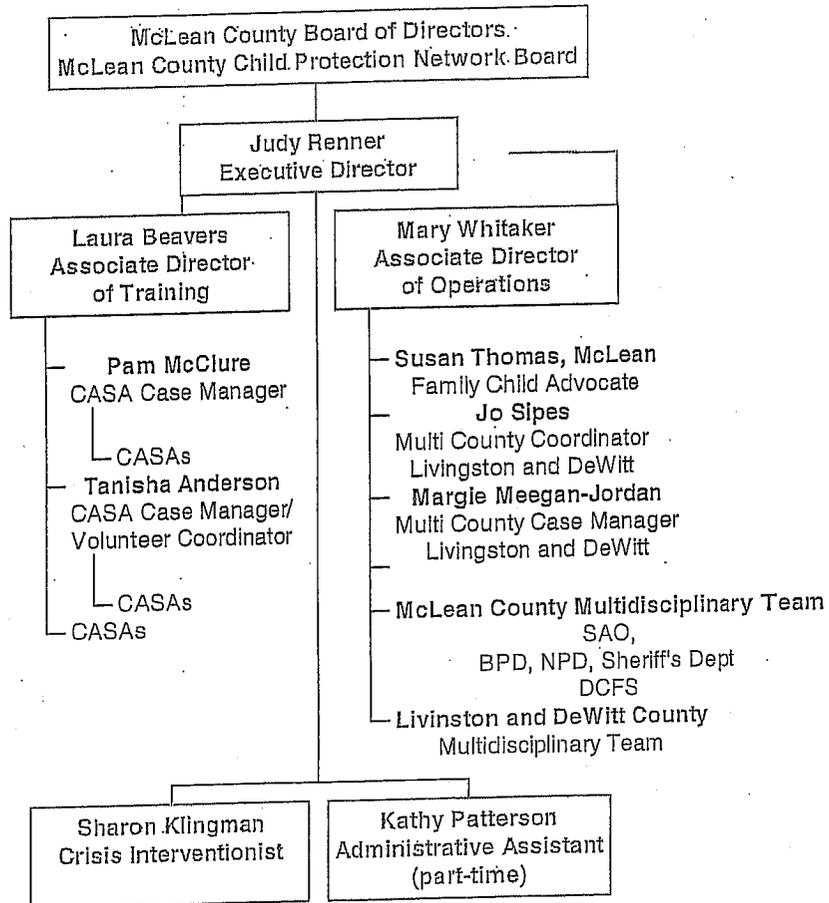


	2006 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2007 MONTH/YTD	JUV. SUSPECT INTERVIEW 2007	SIB/WITNESS INTERVIEW 2007	2ND INTERVIEW 2007	OUT OF COUNTY INTERVIEW 2007	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	14/6/20	16	2	1	0	3	22	22
FEBRUARY	20/8/28	40/56	2	0	0	0	42	64
MARCH	24/4/28	19/75	1	8	3	1	32	96
APRIL	8/4/12	11/86	0	5	0	2	18	114
MAY	16/14/30	27/113	0	6	0	0	33	147
JUNE	21/11/32	17/130	1	4	1	1	24	171
JULY	29/11/40	15/145	0	0	0	1	16	187
AUGUST	19/9/28	21/166	4	3	0	1	29	216
SEPTEMBER	13/4/17	16/182	0	6	0	0	22	238
OCTOBER	13/2/15	31/213	0	2	0	0	33	271
NOVEMBER	8/5/13	9/222	1	6	1	0	17	288
DECEMBER	15/3/18	21/243	0	6	2	1	30	318
YEAR TO DATE TOTALS	200/81/281	243	11	47	7	10	318	318
2007 YEAR END	243/75/318							
	13% INCREASE							

CASA Monthly Statistics FY07

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	6	2	14	134	2	62	284.25	in progress	7	19
February	2	0	19	135	1	63	382	in progress	5	13
March	0	1	24	135	0	63	335.1	in progress	13	17
April	12	5	10	142	6	65	609.6	8	14	25
May	7	9	9	140	5	64	289.5	0	10	31
June	5	4	7	141	4	61	238	in progress	13	26
July	2	2	3	141	1	50	232.5	in progress	11	26
August	1	4	8	139	1	50	260	2	9	21
September	1	3	8	137	1	51	257	0	7	19
October	0	7	4	130	0	49	305	in progress	9	30
November	2	0	4	132	3	49	416.25	3	12	13
December	0	4	7	128	0	52	289	0	7	20
YTD Totals	38	41	7	174	24	65	3898.2	13	117	260

McLean County Child Protection Network, Organizational Chart



Public Act 095-0103

Public Act 095-0103

HB1391 Enrolled

LRB095 08781 HLH 31614 b

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Counties Code is amended by changing Section 5-1101 as follows:

(55 ILCS 5/5-1101) (from Ch. 34, par. 5-1101)

Sec. 5-1101. Additional fees to finance court system. A county board may enact by ordinance or resolution the following fees:

(a) A \$5 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of the Illinois Vehicle Code other than Section 11-501 or violations of similar provisions contained in county or municipal ordinances committed in the county, and up to a \$30 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of Section 11-501 of the Illinois Vehicle Code or a violation of a similar provision contained in county or municipal ordinances committed in the county.

(b) In the case of a county having a population of 1,000,000 or less, a \$5 fee to be collected in all civil cases by the clerk of the circuit court.

(c) A fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections, as follows:

- (1) for a felony, \$50;
- (2) for a class A misdemeanor, \$25;
- (3) for a class B or class C misdemeanor, \$15;
- (4) for a petty offense, \$10;
- (5) for a business offense, \$10.

(d) A \$100 fee for the second and subsequent violations of Section 11-501 of the Illinois Vehicle Code or violations of similar provisions contained in county or municipal ordinances committed in the county. The proceeds of this fee shall be placed in the county general fund and used to finance education programs related to driving under the influence of alcohol or drugs.

(d-5). A \$10 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections to be placed in the county general fund and used to finance the county mental health court, the county drug court, or both.

(e) In each county in which a teen court, peer court, peer jury, youth court, or other youth diversion program has been created, a county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of a teen court, peer court, peer jury, youth court, or other youth diversion program. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the teen court, peer court, peer jury, youth court, or other youth diversion program monthly, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for violation of the Illinois Vehicle Code or violations of similar provisions contained in county or municipal ordinances committed in the county;

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

(f) In each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a county or municipal ordinance committed in the county; or

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

The clerk of the circuit court shall deposit the 5% retained under this subsection into the Circuit Court Clerk Operation and Administrative Fund to be used to defray the costs of collection and disbursement of the drug court fee.

(f-5) In each county in which a Children's Advocacy Center provides services, the county board may adopt a mandatory fee of between \$5 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense. Assessments shall be collected by the clerk of the circuit court and must be deposited into an account specifically for the operation and administration of the Children's Advocacy Center. The clerk of the circuit court shall collect the fees as provided in this subsection, and must