



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, August 9, 2005

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – July 12, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

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

Brokaw-Brining-Bailey-Linton Drainage District
George J. Call
18000 E. 200 North Road
Heyworth, IL 61745
(three-year term expiring September 2, 2008)

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

Easterbrook Drainage District

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

Gridley Drainage District

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

Kumler Drainage District

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

Lawndale-Cropsey Drainage District

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

Martin Township Drainage District

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

Normal-Towanda Drainage District

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

Sabina Drainage District

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

Sangamon River Drainage District

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

South Empire Drainage District

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

White Star Drainage District

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

Yates Drainage District

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

b) APPOINTMENTS:

Elsworth Fire Protection District

John Sutter
210 S. High Street
Elsworth, IL 61737
(Three-year term expiring April 2008 –
Replacing Mike Beal)

Normal-Towanda Drainage District

Robert Fish
(Three-year term expiring September 4, 2007 –
replacing Carolyne Park)

Patton Drainage District

Terry L. Brown
113 Diana Dr.
Lexington, IL 61753
(three-year term expiring September 2, 2008 – replacing
Kenneth Dunahee)

c) RESIGNATIONS:

Mackinaw Drainage District

Daniel Stewart
19265 N. 3700 East Rd.
Anchor, IL 61720

Normal-Towanda Drainage District

Ms. Carolyn Park
6555 E. 850 North Road
Stanford, IL 61774

Patton Drainage District

Kenneth Dunahee
30152 E. 2600 N. Rd.
Lexington, IL 61753

Prairie Creek Drainage District

Eugene Jiles
32831 E. 750 North Rd.
Arrowsmith, IL 61722

- d) Request Approval of Operating System Software Maintenance Contract with IBM – Information Services 1-9
- e) Request Approval of Resolution calling for a Public Hearing concerning the Intent of the County Board To Enter into a Lease Agreement with the Public Building Commission of McLean County – County Administrator’s Office 10-21
- f) Liquor Control Commission - Request Approval of Amendments to Chapter 31, Liquor Control Ordinance 22-36
- 2) Items to be presented for Information:
 - a) General Report 37-44
 - b) Other
- B. Property Committee – Chairman Bostic
 - 1) Items to be Presented to the Board:
 - a) Request approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations Pertaining to the Public Use of all County Parks and Recreational Areas – Parks and Recreation Department 45-46
 - b) General Report
 - c) Other
- C. Transportation Committee – Chairman Bass
 - 1) Items to be Presented for Committee Action:
 - c) Request Approval of a Jurisdictional Transfer of 1.156 miles of Pipeline Road from the County of McLean to the Town of Normal – Highway Department 47-51
 - 2) Items to be Presented to the Board:
 - a) Request approval of Letting Results from July 27, 2005 Letting for a County Project – Highway Department

- b) Request Approval of a Local Agency Agreement for Improvements on White Oak Road (C.H. 70) – Highway Department
- c) Request approval of a Road Upgrade and Maintenance Agreement between High Trail Wind Farm and Old Trail Wind Farms and McLean County – Highway Department
- d) General Report
- e) Other

D. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

- a) Request Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0107 – Bioterrorism Grant – Health Department 52-53
- b) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – County Recorder’s Document Storage Fund 0137 – County Recorder

2) Items to be Presented to the Board: 54-55

- a) Request Approval to purchase Canon Microfilm Scanner/Printer using State Contract Bid Price – County Recorder’s Document Storage Fund 0137 – County Recorder 56-63
- b) Request Approval of an Amendment to the Fiscal Year 2005 Funded Full-Time Equivalent Positions Resolution – County Recorder’s Document Storage Fund 0137 – County Recorder 64
- c) Request Approval of Resolution Amending the Fiscal Year 2005 Funded Full-Time Equivalent Position’s Resolution - Children’s Advocacy Center 65
- d) Request Approval of American Disposal Deposit Refund Request – County Auditor 66-73
- e) General Report
- f) Other

E. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of the Illinois Justice Information Authority Agreement for Purchase of Livescan Machine – Sheriff’s Department 74-115

- b) Request Approval of local Agency Grant Award from the Edward Byrne Justice Assistance Grant, Application #2005-F5121-IL-DJ – Sheriff’s Department 116-131
 - c) Request Approval of the Interlocal Agreement between the County of McLean, Illinois and the Town of Normal for the 2005 Byrne Justice Assistance (JAG) Program Award – Sheriff’s Department 132-133
 - d) Request Approval of the Interlocal Agreement between the County of McLean, Illinois and the City of Bloomington for the 2005 Byrne Justice Assistance (JAG) Program Award – Sheriff’s Department 134-135
 - e) Request Approval of a Contract Extension for Logan County’s Bed Space at the Juvenile Detention Center – Court Services 136-140
 - 2. Items to be Presented to the Board:
 - a) General Report
 - b) Other
- F. Land Use and Development Committee – Chairman Gordon
- 1) Items to be Presented for Committee Action:
 - a) Request by the McLean County Regional Planning Commission to approve the Regional Planning Service Agreement for their Fiscal Year July 1, 2005 through June 30, 2006 – Regional Planning Commission 141-143
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- G. Pollution Control Site Hearing Committee
- 1) Items to be Presented to the Board:
 - a) Request Approval of First Amendment to the Host County Agreement 144
 - b) Request Approval of Resolution Repealing the Resolution Amending the Solid Waste Disposal Fee 145
 - b) General Report
 - c) Other
- H. 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

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McLean County

INFORMATION SERVICES

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

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

**Request for Approval
of IBM Service Contract**

August 2, 2005

To the Honorable Members of the McLean County Executive Committee:

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

Thank you

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

Craig Nelson
Director, McLean County Information Systems

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

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

July 27,2005

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



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

IBM Statement of Work

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

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

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

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

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

1.0 Key Assumptions

This SOW is based on the following assumptions:

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

2.0 Definitions

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

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

Off Shift means all hours outside of Prime Shift.

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

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

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

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

3.0 Services Description for AIX Version 4.3.3 Usage

3.1 IBM Responsibilities:

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

IBM will:

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

Response Criteria:

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

4.0 Mclean County Responsibilities

You agree to:

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

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

5.0 Deliverable Materials

- None

6.0 Completion Criteria

This SOW does not auto renew.

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

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

7.0 Charges

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

8.0 Project Change Control Procedure

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

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

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

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

Appendix A: Signature Document

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

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

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

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

Agreed to:

Mclean County

Agreed to:

**International Business Machines
Corporation
Armonk, New York 10504**

By:

By:

Authorized signature

Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer number: 5643941

Statement of Work number:

Customer enterprise number: 5643902

IBM internal eBid #: NA

Customer address:

IBM Office Address:

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

1177 Beltline Road
Coppell, TX 75019

Customer Billing Address:

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

Primary Technical contact name:

John Jonky

Primary Technical contact phone number:

(309) 888-5108

Project Name: AIX Version 4.3.3 Usage Service
Extension

Support Period:

Start Date: 08/17/05

End Date: 12/31/05

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

IBM Supplement for AIX Version 4.3.3 Usage Service

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

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

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

Contract Number:
Customer Number: 5643941
Enterprise Number: 5643902

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

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

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

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

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

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

Agreed to:
McLean County

Agreed to:
International Business Machines Corporation

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (print or type): _____

Name (print or type): _____

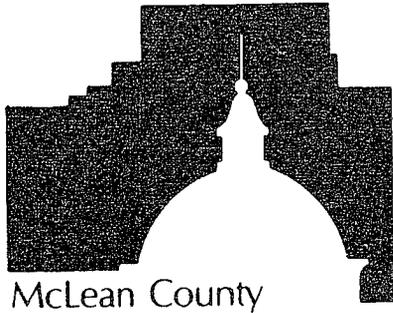
Date: _____

Date: _____

IBM Supplement for AIX Version 4.3.3 Usage Service

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

Type	Model	Serial/ Order #	Qty.	Charges	Charges Start	Charges Stop
7026	6F1	262C1	1	\$253.80	08/17/2005	12/31/05



INFORMATION SERVICES

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

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

**Information Services General Report
August 9, 2005**

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

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

General Administration:

- Worked with Dietrich Lockard to conduct telephony needs assessment interviews
- Worked with Dietrich Lockard to refine telephone needs survey for County employees.
- Reviewed marriage license imaging solutions with the County Clerk.
- Project management of the Property Tax System.
- Project management of the Integrated Justice Information System.
(Phase III Requirements development, Phase II Rollout)

Hardware/Network

- Received 80 PCs shipment
- Working to implement new server in Recorder's office (emergency status)
- Working to resolve Health Department Server issues
- Loading asset management tracing/helpdesk software.

Programming/Database/Web

- Programmers trained in SQL for one week
- Rollout of integrated justice software version 7.6 – enables juvenile functionality.
- Developing web interface for employee telephony survey
- Provided on-site support to Tazewell County.
- Data migration assistance for history to be loaded into new property tax system
- Working on migration of jail booking information from as/400 to SQL Server solution

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

August 5, 2005

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

From: John M. Zeunik 

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

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

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

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

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

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

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

Thank you.

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

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

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

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

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

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

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

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

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

(2)

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

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

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

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

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

DATED the 16th day of August, 2005.

Peggy Ann Milton, County Clerk

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

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

(3)

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

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

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

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

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

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

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

Dated this 16th day of August, 2005.

Peggy Ann Milton, County Clerk

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

Section 10. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the

(4)

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

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS }
 }
 } SS
COUNTY OF McLEAN }

CERTIFICATE OF MINUTES

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

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

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

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

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

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

{SEAL}

Peggy Ann Milton, County Clerk
McLean County, Illinois

McLEAN COUNTY PUBLIC BUILDING COMMISSION, McLean County, Illinois

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

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

DATED: 01-Oct-05

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

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

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

S.A.V. 4 ¢ (3.172) ¢

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

McLEAN COUNTY PUBLIC BUILDING COMMISSION, McLean County, Illinois

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

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

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

	First 2 Years	Last 8 Years
AVG. PRINCIPAL & INTEREST NEXT 10 YEARS ON ALL ISSUES =	\$2,080,235	\$1,448,750
AVG. EST. TAX RATE PER \$100 OF A.V. NEXT 10 YEARS ON ALL ISSUES =	7.48 ¢	5.21 ¢
LESS 2004/05 BOND & INTEREST TAX RATE	7.43 ¢	7.43 ¢
	0.05 ¢	-2.22 ¢
S/A/V	No Change	(2-1/4) ¢

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

Year	Law & Justice Center		Government Center		Alternative #1 Law & Justice Center Renovations/Remodel		Total PBC Payments Including Alternative #1		Increase in PBC Payment
	Law & Justice Center	Government Center	Law & Justice Center	Government Center	Law & Justice Center Renovations/Remodel	Alternative #1 Law & Justice Center Renovations/Remodel	Total PBC Payments Including Alternative #1	Total PBC Payments Including Alternative #1	
2006	\$2,115,613	\$429,176	\$2,544,789	\$1,086,500	\$1,086,500	\$3,631,289	\$1,086,500	\$1,086,500	
2007	\$2,115,613	\$429,176	\$2,544,789	\$1,086,500	\$1,086,500	\$3,631,289	\$1,086,500	\$1,086,500	
2008		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2009		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2010		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2011		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2012		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2013		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2014		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2015		\$429,176	\$429,176	\$1,086,500	\$1,086,500	\$1,515,676	\$1,086,500	\$1,086,500	
2016		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2017		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2018		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2019		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2020		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2021		\$429,176	\$429,176	\$429,176	\$429,176	\$429,176	\$0	\$0	
2022									
TOTAL:	\$4,231,226	\$6,866,816	\$11,098,042	\$10,865,000	\$21,963,042				

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



INVESTMENT BANKERS

306 N. MAIN ST., SUITE 3
 P.O. BOX 3367
 BLOOMINGTON, IL 61702-3367
 TEL: 309-829-3311 FAX: 309-827-2171

TENTATIVE TIME TABLE

MC LEAN COUNTY PBC McLean County, Illinois

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

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

06/28/05

AMENDMENT TO THE LIQUOR CONTROL ORDINANCE

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

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

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

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

1. That in Section 31.01, a definition for outdoor garden be added as follows:

 “Outdoor Garden – an approved and licensed outdoor area immediately adjacent to the premises where alcoholic beverages are sold and consumed and where such premises holds a current and valid Class A, B or D liquor license.
2. That in Section 31.15 the words “Chapter 43, Paragraph 127 of the Illinois Revised Statutes” be deleted and replaced with “235 ILCS 5/6-11”.
3. That in Section 31.17 the word “and” before the “D” be deleted and replaced with “and G” after the “D”.
4. That the provisions of Section 31.19(F) be deleted and the section number be RESERVED.
5. That a new Section 31.19(G) be added as follows:

 “(G) Class G License: Class G licenses shall authorize the retail sale of alcoholic beverages in outdoor gardens as defined in this Ordinance for consumption in the outdoor gardens. Class G licenses may only be issued to holders of Class A, B or D licenses.”
6. That Section 31.20 be amended by adding the following:

 “Class G License - \$500.00 in addition to fee for Class A, B or D license”
7. That in Section 31.21 the word “and” before the “D” be deleted and replaced with “and G” after the “D”. In addition, the word “ad” shall be deleted and replaced with the word “and”.

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

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

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

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

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

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

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

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

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

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

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

9. That the former Section 31.23 be re-numbered as Section 31.24.
10. That the former Section 31.24 be re-numbered as Section 31.25.
11. That the former Section 31.25 be re-numbered as Section 31.26.
12. That the former Section 31.26 be re-numbered as Section 31.27.
13. That the former Section 31.27 be re-numbered as Section 31.28.
14. That the former Section 31.28 be re-numbered as Section 31.29.
15. That the former Section 31.29 be re-numbered as Section 31.30.
16. That in Section 31.31 the word "or" before the "E" be deleted and replaced with "or G" after the "E". In addition, the words "or outdoor gardens" shall be added at the end of the sentence.
17. That in Section 31.32-2, the word "sic" be deleted and replaced with the word "six".
18. That a new Section 31.32-2.1 be added as follows:

31.32-2.1 Class G Licenses: An outdoor garden's hours shall be the same as the hours for the Class A, B or D license that is associated with the Class G license holder.
19. That in Section 31.37, the words "or outdoor garden" be added after the word "premises".
20. That in Section 31.38, the words "or outdoor garden" be added after the word "premises".
21. That in Section 31.39, the words "or outdoor garden" be added after the word "premises" in second line and at the end of the sentence.
22. That in Section 31.40, the words "non-outdoor garden" be added before the words "walk-up." In addition, the words "or drive-up" shall be deleted after the words "walk-up". In addition, the following sentence shall be added at the end of this Section:

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

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman of the
McLean County Board

CHAPTER 31 - LIQUOR

LIQUOR CONTROL ORDINANCE

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Set Up Establishment - means any public or private place that:

- (A) Does not hold a liquor license pursuant to this Ordinance but which sells, gives away, provides, pours, stores, or otherwise dispenses alcoholic beverages and/or mix, ice, water, containers, cups, glasses, and soft drinks for the purpose of consumption of alcoholic beverages on the premises, or (Added 12-21-93)
- (B) Holds a liquor license and after the hours which it is permitted to be in operation, engages in any of the activities in the immediately preceding subsection. (Added 12-21-93)

Sell - The act of making a sale, receiving an order for exposing to the public for the purpose of selling or keeping with the intent to sell.

Wine - Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as defined above.

31.02 RESERVED.

ARTICLE 2 LIQUOR CONTROL COMMISSIONER AND COMMISSION

31.03 LIQUOR CONTROL COMMISSIONER

The Chairman of the County Board of McLean County, Illinois shall be the Liquor Control Commissioner and shall head the Liquor Control Commission. The Chairman shall appoint three members of the McLean County Board to serve as deputy commissioners as provided in Section 5.15-4 of the Rules of the McLean County Board. After the appointments are made, the Chairman of the County Board. After the appointments are made, the Chairman of the County Board shall designate the Chief Deputy Liquor Control Commissioner who shall have the powers and duties of the Commissioner in his absence. (Amended 2-17-87)

31.04 RESERVED. (Amended 2-17-87)

31.05 ACTION AT CONVENED MEETING. The Commission by majority vote at a convened meeting may issue, revoke or suspend any retail dealer's license in accordance with the provisions of this Ordinance or on the basis of provisions of any law of the State of Illinois pertaining to the sale of alcoholic beverage except the issuance of Class E licenses shall be a function of the Liquor Control Commission.

31.06 TIE VOTE. In case of a tie vote of the Commission members as the convened meeting, the Chairman of said Commission shall vote to break the tie.

31.07 RECORDS AND NOTIFICATION. The Commission shall keep, or cause to be kept, a complete record of all licenses issued, revoked or suspended by said Commission. Within 48 hours after such issuance, revocation or suspension, the Commission shall notify the County Treasurer, State's Attorney and Sheriff thereof.

31.08 - 31.10 RESERVED.

ARTICLE 3 LICENSES

31.11 LICENSE REQUIRED. It shall be unlawful to sell or offer for retail sale in the territory in the County outside of the limits of any incorporated city, town or village, and alcoholic beverage without having a Retailer's License, or in violation of the terms of such license.

31.11-1 SET UP ESTABLISHMENTS. Set up establishments as defined in this Ordinance are prohibited in McLean County outside the limits of any incorporated city, town or village, and it shall be unlawful for any person acting as a principal, proprietor,

agent, servant or employee to operate a set up establishment. (Added 12-21-93)

31.12 LICENSE PRIVILEGES. A Retailer's License shall allow the Licensee to sell or offer for sale alcoholic beverages, at retail only and not for resale in any form, on the premises in accordance with the classification of said license as hereinafter provided. (Amended 6-17-86)

31.13 PEDDLING PROHIBITED. It shall be unlawful for any person, partnership or corporation to peddle alcoholic liquor in the County outside of the corporate limits of any city, town or village.

31.14 LOCATION CHANGE. A location may be changed only upon written permit to make such changes issued by the Commission.

31.15 LOCATION RESTRICTIONS. No license shall be issued for sale at retail of any alcoholic beverage at a location prohibited by ~~Chapter 43, Paragraph 127 of the Illinois Revised Statutes~~ 235 ILCS 5/6-11.

31.16 NATURE OF LICENSE AS PROPERTY. Any license granted shall not be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered for the subject matter in lien. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that the executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic beverages, may continue the business of the sale of alcoholic beverages under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but no longer than six months after the death, insolvency or bankruptcy of such licensee. a refund shall be made of the portion of the license fees paid for any period in which the licensee shall be prevented from operation under such license in accordance with the provisions of this section.

31.17 LICENSE EXPIRATION. Class A, B, C, ~~and D~~ and G licenses shall expire at midnight on the 30th day of June, next following its issuance. Class E licenses shall be issued for one day only, such day to be specified on the face of the license.

31.18 PERSONS INELIGIBLE TO BE LICENSED. No license under the terms of this Ordinance shall be issued to:

- (A) A person who is not of good character and reputation in the community in which he resides.
- (B) A person whose license to sell alcoholic beverages in this County has been revoked for cause.
- (C) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.
- (D) A partnership, unless all of the members of such partnership shall be qualified to obtain a license, under the provisions of (A) through (C) of this Section.
- (E) A corporation, if any officer, manager or director thereof, or any holder or owner of 51 percent of the stock or other securities of the corporation, would not be eligible to receive a license hereunder the provisions of (A) through (G) of this Section for any reason other than citizenship and residence with this County.
- (F) A person, partnership or corporation whose place of business is conducted by a manager or agent unless said manager or agent possesses the same qualifications as required of the licensee.
- (G) A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or who has forfeited his bond to appear in Court to answer charges for any such violation.
- (H) A person, partnership or corporation who does not own the premises for which a license is sought or who does not have a lease thereon for the premises for which the license is to be issued, except for Class E licenses.
- (I) Any person, partnership or corporation if the applicant, or any partner, director or officer is a law enforcing public official or member of a County Board.
- (J) Any person, partnership, or corporation not eligible for a State retail liquor dealer's license.

31.19 LICENSE CLASSIFICATIONS. Licenses shall be divided into five classes as follows:

- (A) Class A License: Class A licenses shall authorize the retail sale of alcoholic beverages as defined in this Ordinance on the premises specified for consumption on such premises as well as other retail sales of such alcoholic beverages.
- (B) Class B License: Class B licenses shall authorize the retail sale of beer or wine as defined in this Ordinance on the premises specified for consumption on such premises as well as other retail sales of such beer or wine.
- (C) Class C License: Class C licenses shall authorize the sale of alcoholic beverages as defined in this Ordinance on the premises specified in packages or original containers un-opened, at retail, not to be consumed on such premises where sold.
- (D) Class D License: Class D licenses shall authorize the retail sale of alcoholic beverages as defined in this Ordinance for extended hours on the premises specified for consumption on such premises as well as other retail sales of such alcoholic beverages.
- (E) Class E License: Class E licenses shall authorize the retail sale of beer or wine as defined in this Ordinance on the site specified for consumption on such site in connection with a one-day special event held by a non-profit organization. Such licenses shall be issued only to said non-profit organization.

(Amended 6-17-86)

~~(F) The McLean County Historical Society shall be permitted to deliver alcoholic liquors within the confines of the McLean County Courthouse Building located in the City of Bloomington, Illinois. This permission is subject to a Certificate of Insurance evidencing liquor liability coverage and the naming of the County as an additional insured being obtained by said Society and presented to the County Administrator to be placed on file in the County Board office. (Added 5-12-92)~~

~~(F) RESERVED.~~

~~(G) Class G License: Class G licenses shall authorize the retail sale of alcoholic beverages in outdoor gardens as defined in this Ordinance for consumption in the outdoor gardens. Class G licenses may only be issued to holders of Class A, B or D licenses.~~

31.20 LICENSE FEES. The annual fees for licenses shall be:

Class A License - \$1,000.00

Class B License - \$ 400.00

Class C License - \$ 650.00

Class D License - \$1,200.00

Class E License - \$ 25.00 per event which excludes Clerk fee. (Amended 11-17-92)

Class G License - \$ 500.00 in addition to fee for Class A, B or D license

Such fees shall be payable at the time the application is filed and shall be returned to the applicant by the Commissioner in the event that the application is denied.

Fees for licenses issued for a term of less than a full year shall be reduced in proportion to the full calendar months which have expired in the license year.

In the event that a change to a higher classification of license is granted for a term of less than a full year, an additional fee shall be required in the amount of the difference in annual fee between the applicable licenses reduced in proportion to the full calendar months which have expired in the license year.

31.21 FILING OF APPLICATION. New applications or renewal applications for such license shall be made in writing by the applicant to the County Clerk, McLean County, Illinois, accompanied by the required Clerk's fee and the applicable filing fee in cash, check or money order; the County Clerk shall then refer applications for Class A, B, C and D, and G licenses to the Commission and applications for Class E licenses to the Liquor Control Commissioner and and shall transfer the license fee in the

same manner as all license fees received in his office. The County Clerk's fee for accepting the license application shall be \$5 per license, and shall be submitted in cash, check or money order with the application. Renewal applications shall be submitted to the County Clerk no later than 30 days prior to the expiration of the license to be renewed.

31.22 APPLICATION CONTENTS - INSURANCE - CLASS A, B, C OR D. Applications for a Class A, B, C, or D license under the terms of this Ordinance shall be signed by the applicant, if an individual; or partners, if a partnership or by a duly authorized agent of the corporation, if a corporation; and all signatures thereon shall be verified. The application shall contain the following:

- (A) The statement whether applicant has made application for a liquor license on the same or other premises which has been either denied, suspended or revoked and the date and place of such revocation, suspension or denial with reasons thereof.
- (B) The date and place of any conviction of crime of the applicant or, if a corporation, the date and place of any conviction of crime or any agent or shareholder of said corporation owning a majority of the stock.
- (C) A statement that the applicant is completely familiar with the terms and provisions of this Ordinance; and also with the McLean County Food Service Establishment Ordinance adopted June 17, 1980, as amended, or the McLean County Retail Food Store Ordinance, adopted April 15, 1980, as amended, whichever is applicable.
- (D) A statement that the applicant is not disqualified from receiving a liquor license by reason of any provisions of the laws of the State of Illinois.
- (E) Certification of insurance issued by an insurance carrier authorized to do business with the State of Illinois insuring the business under the Dram Shop laws of the State of Illinois, said certificate reflecting Dram Shop insurance coverage in amounts of not less than \$20,000 per person and \$50,000 per occurrence. Such insurance coverage shall be for the full term of the license for which application is made.
- (F) The names of the persons or person who will manage the business of be the agent of the applicant in supervising the business operation.
- (G) The names of any public office held by the applicant; and partner, if a partnership; officers, directors and majority stockholders, if a corporation.

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

- (A) A statement that the applicant is making application for a Class A, B or D license in addition to a Class G license.
- (B) A statement whether applicant has made application for a liquor license on the same or other outdoor gardens which has been either denied, suspended or revoked and the date and place of such revocation, suspension or denial with reasons thereof.
- (C) A statement that the applicant is completely familiar with the terms and provisions of Chapter 26 of the McLean County Revised Code entitled "Food Service", as amended, and Chapter 40 of the McLean County Revised Code entitled "Zoning Ordinance", as amended.
- (D) A statement that the applicant understands and agrees that the holder of a Class G license shall be the same person or entity that is the holder of a Class A, B or D license for premises immediately adjacent to the outdoor garden.
- (E) A statement that the applicant understands and agrees that before a Class G license may be issued, site plans, construction or remodeling plans, operational plans or other information and documentation may be requested for review and approval by the McLean County Health Department and McLean County Building and Zoning Department.
- (F) A statement that the applicant understands and agrees that before a Class G license may be issued, the applicant must apply for and obtain a Special Use Permit from the McLean County Board after hearings are conducted by the McLean County Zoning Board of Appeals, and a Building Permit from the Building and Zoning Department in accordance with the requirements of Chapter 40 of the McLean County Revised Code entitled "Zoning Ordinance", as amended.

- (G) A statement that the applicant understands and agrees that the McLean County Liquor Control Commission may require the erection of fences, walls or similar barricades; restrict or prohibit the use of sound amplifying devices; and create conditions to minimize the impact on parking, vehicular traffic and pedestrian traffic prior to issuance of a Class G license.
- (H) An approval letter provided by the McLean County Health Department indicating that applicant's proposed outdoor garden meets the requirements of Chapter 26 of the McLean County Revised Code entitled "Food Service", as amended.
- (I) Copies of a Special Use Permit and a Building Permit issued by the McLean County Building and Zoning Department after hearings have been conducted by the McLean County Zoning Board of Appeals and final approval has been given by the McLean County Board for the proposed outdoor garden.

31.243 APPLICATION CONTENTS - INSURANCE - CLASS E. Applications for a Class E license under the terms of this Ordinance shall be signed by the duly authorized agent(s) of the applicant. The application shall be submitted to the McLean County Clerk no later than 14 days prior to the date of the scheduled event. The application shall contain the following: (Amended 11-17-92)

- (A) Name, address and telephone number of non-profit organization making application.
- (B) Names, addresses and titles of all officers and directors of said organization.
- (C) Type of event, date and hours of event, and common description of the location for which license is requested. (Amended 11-17-92)
- (D) The information required in Paragraphs (A), (C), (D) and (E) of Section 31.22 of this Ordinance.

If the application is approved and the license issued, the McLean County Clerk shall promptly notify the McLean County Sheriff in writing of the issuance of the Class E license. Such notice shall include a copy of said license. (Amended 11-17-92)

31.254 BOND REQUIRED. Each applicant for Class A, B, C, or D license hereunder shall execute a penal bond to the County of McLean and the State of Illinois in the sum of \$2,000 with two sureties thereon who are residents of McLean County, Illinois, and who are acceptable to the Commission, or with a surety company licensed to do business in the State of Illinois. Such bond shall be for the full term of the license for which application is made. The Commission shall consider the bond and shall have the right to disapprove the bond.

31.265 FILING OF BOND. Said bond shall be filed with the County Clerk of McLean County at the same time application is presented and shall be referred by the County Clerk to the Commission with the application.

31.276 BOND CONDITIONS. Said bond shall be conditioned upon the faithful observance by the licensee of the Ordinance and provisions of all liquor laws of the State of Illinois and all laws of the United States of America applying to the sale, transportation and possession of alcoholic beverages. Said bond shall be further conditioned upon the payment by the persons entitled to damages as a result of any sale, occurrence, transaction or injury which arises from the operation of the business for which the license hereto applies.

31.287 NEW BOND YEARLY. A new bond shall be presented yearly at the time of application for a renewal of any license under the terms of this Ordinance.

31.298 CLERK NOTIFICATION. The County Clerk, upon receipt of an application for a class A, B, C, ~~or D~~ or G license, shall send notice of the filing of such application to the McLean County Health Department. Upon receipt of said notice, the McLean County Health Department shall inspect the premises sought to be licensed and report its findings to the Liquor Control Commission. A copy of the report shall be filed with the McLean County Clerk. (Added 10-17-89)

31.29- 31.30 RESERVED.

ARTICLE 4
OPERATION OF LICENSE ESTABLISHMENTS

31.31 CONSUMPTION. It shall be unlawful for any licensee to permit any person to consume alcoholic beverage on Class C licensed premises at any time or on Class A, B, D, ~~or~~ E or G licensed premises except during the hours when the license permits the sale of alcoholic beverages on such premises or outdoor gardens.

31.32 HOURS. It shall be unlawful on any licensed premises to sell or offer for sale at retail or allow the consumption of any alcoholic beverages except during the following hours:

31.31-2 Class A, B, or C Licenses:

Monday through Saturday inclusive - from six o'clock (6:00) A.M. to one o'clock (1:00) A.M. the following day.

Sunday - from twelve Noon to six o'clock (6:00) P.M.

31.32-2 Class D or E Licenses:

Monday through Saturday inclusive - from ~~six~~ six o'clock (6:00) A.M. to one o'clock (1:00) A.M. the following day.

Sunday - from twelve Noon to ten thirty o'clock (10:30) P.M.

31.32-2.1 Class G Licenses:

An outdoor garden's hours shall be the same as the hours for the Class A, B or D license that is associated with the Class G license holder.

31.32-3 In addition, on December 31, hours for all classes of license shall be from six o'clock (6:00) A.M. to two o'clock (2:00) A.M. New Years Day except when December 31 falls on Sunday, such hours shall be from twelve Noon to two o'clock (2:00) A.M. New Years Day.

31.33 DISPLAY OF LICENSE. Every licensee shall cause his license or licenses to be framed and displayed in plain view in a conspicuous place on the licensed premises.

31.34 SANITARY CONDITIONS. All premises used for the retail sale of alcoholic beverages shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the laws of the State of Illinois and the applicable ordinances of this county regulating the condition of premises used for the storage or sale of food for human consumption, as provided in the McLean County Food Services Establishment Ordinance adopted June 17, 1980, as amended and the McLean County Retail Food Store Ordinance adopted April 15, 1980, as amended.

31.35 EMPLOYEES. All employees shall meet any applicable requirements of the Food Ordinance referred to in Section 31.34 herein.

31.36 RESTRICTION ON SALES. No licensee shall sell, give or deliver alcoholic beverages to any person under the age provided by the law of the State of Illinois for purchasing or possessing alcoholic beverages, or to any intoxicated or disorderly person, or to any person known to him to be a habitual drunkard.

31.37 It shall be unlawful for any person to carry any alcoholic beverages in any unsealed or opened container from the premises or outdoor garden where such alcoholic beverage was purchased. (Added 6-17-86)

31.38 It shall be unlawful for any licensee or person acting as agent, servant, or employee of such licensee to knowingly permit any patron to carry any alcoholic beverages in an unsealed or opened container from the premises or outdoor garden of said licensee. (Added 6-17-86)

31.39 Each licensee and each of his agents, servants, and employees shall promptly report to the McLean County Sheriff's Department any outbreak of any fights, riots, or disturbances of the peace occurring on or about the premises or outdoor garden

which in the licensee's knowledge or opinion constitutes the commission of a crime as prohibited by the laws of the State of Illinois, and/or the United States and/or this Ordinance and shall truthfully and fully answer all questions and fully cooperate in any investigation by any member of the McLean County Sheriff's Department who makes inquiry of any persons on or about the premises or outdoor garden.

(Added 6-17-86)

31.40 It shall be unlawful for any licensee or person acting as agent, servant or employee of such licensee to knowingly deliver any sealed or unsealed, or any unopened or opened containers of any alcoholic beverage at or through any non-outdoor garden walk-up or drive-up windows or doors, or openings located on or attached to the premises. (Added 7-17-90) It shall also be unlawful for any licensee or person acting as agent, servant or employee of such licensee to knowingly deliver any sealed or unsealed, or any unopened or opened containers of any alcoholic beverage at or through any drive-up windows or doors, or openings located on or attached to the premises or outdoor garden.

ARTICLE 5 VIOLATIONS, ENFORCEMENT AND PENALTIES

31.41 It shall be unlawful for any licensee or person acting as agent, servant, or employee of such licensee to provide, suffer, or permit any act, conduct, or entertainment on the premises in such a manner as to expose to public view:

- (A) Male or female genitals, pubic hair, buttocks, perineum, anal region, or pubic hair region;
- (B) Any portion of the female breast at or below the areola thereof;
- (C) any device, film, costume, or covering which gives the appearance of or simulates the above listed body parts.
- (D) The use of tassels, pasties, stars, or transparent material for coverage of the above listed body parts.
- (E) Sexual intercourse, masturbation, sodomy, bestiality, cunnilingus, anilingus, fellatio, flagellation, sadomasochism or any other sexual acts prohibited by law;
- (F) The touching, caressing, or fondling of the breast, buttocks, anus, genitals, perineum or pubic hair region;
- (G) Excretory functions as part of or in connection with any activities set forth above. (Added 12-21-93)

31.42 OWNER OF PREMISES PERMITTING VIOLATION. If the owner of the licensed premises or any person from whom the licensee derives the right to possession of such premises, or the agent of such owner or persons, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this Ordinance, said owner, agent or other person shall be deemed guilty of any violation of this Ordinance to the same extent as said licensee and be subject to the same punishment. (Renumbered 12-21-93, formerly numbered 31.41)

31.43 ACTS OF AGENT OF EMPLOYEE. Every act or omission constituting a violation of any of the provisions of this Ordinance made with the authorization, knowledge, or approval of the licensee, expressed or implied, shall be deemed the act of the licensee, and said licensee shall be punishable in the same manner as if said act or omission has been done or omitted by him personally. (Renumbered 12-21-93, formerly numbered 31.42)

31.44 PENALTIES. Any person, partnership or corporation violating any provisions of this Ordinance shall be fined not less than \$50 nor more than \$500 for each offense and for the second or subsequent offense fined not less than \$100 nor more than \$1,000, and a separate offense shall be deemed committed each day during or on which the violation occurs or continues. (Amended 6-17-86, Renumbered 12-21-93, formerly numbered 31.43)

31.45 ENTRY UPON PREMISES. The Commissioner and/or Commission shall have authority to enter or to authorize any law enforcing officer to enter at any time upon any premises or outdoor gardens licensed hereunder to determine whether any of the provisions of this Ordinance or any rules or regulations adopted by it, or State Liquor Regulations have been or are violated, and at such time to examine said premises or outdoor gardens of said licensee in connection therewith. (Renumbered 12-21-93, formerly numbered 31.44)

31.46 COMPLAINTS. Any person shall have the right to file a complaint with the Commission stating that any retail licensee, subject to the jurisdiction of the Commission, has been or is violating the provisions of this Ordinance or any rules or regulations pursuant hereto. Any law enforcement officer or other person who desires to file a complaint with the McLean County Liquor Control Commission charging a violation of the McLean County Liquor Control Ordinance shall present his allegations to the McLean County State's Attorney for review of their factual and legal sufficiency. If the State's Attorney determines that the evidence is sufficient to justify the filing of a formal complaint, he shall prepare and submit said complaint to the Liquor Control Commissioner and shall cause a copy of said complaint to be mailed by first class mail to the accused licensee at the official address listed on the liquor license application. Said complaint shall be in writing and shall be signed and sworn to by the complaining party or the State's Attorney. It shall state the particulars of the alleged violation(s), including the date and place of the violation, the nature of the violation, and the particular sections of the Ordinance or statute violated.

(Amended 9-15-81, Renumbered 12-21-93, formerly numbered 31.45)

31.47 - 31.50 RESERVED.

ARTICLE 6
SUSPENSION OR REVOCATION OF LICENSE
FORFEIT OF FEE AND BOND

31.51 SUSPENSION OR REVOCATION BY COMMISSION. The Commission may suspend for not more than thirty days or may revoke any license issued by it and require the forfeiture of the license fee and the licensee's bond:

- (A) If the Commission determines that the licensee have has violated any of the provisions of the Illinois Liquor Control Act or any of the provisions of this Ordinance.
- (B) Whenever any licensee shall be convicted of any violation of this Ordinance.
- (C) Whenever any officer, director, manager or other employee in a position of authority of a licensee under this Ordinance shall be convicted of any violation of this Ordinance while engaged in the course of his employment or while upon the premises described by said license.
- (D) Upon payment by the licensee of any federal tax imposed on gambling or gambling equipment under the United States Code.
- (E) Upon the licensee maintaining or operating a dram shop on any premises registered as a place of business when activities are carried on which make the person or persons so carrying on subject to any tax on wagering.
- (F) Upon the licensee permitting gambling of any kind to be conducted on the premises where the licensee carries on his business.

31.52 HEARINGS BY THE COMMISSION. All hearings and actions by the Commission with regard to the suspension or revocation of any license shall be conducted according to the applicable provisions of the Illinois Liquor Control Act and according to the procedures set forth herein.

31.52-1 Pre Hearing Procedures

- (A) After receiving a complaint from the State's Attorney, the Liquor Control Commissioner shall set the matter for hearing no less than 10 days and no more than 90 days from the date of receipt of such complaint. The Commissioner shall cause notice to be served on the accused party by delivery at the official address listed on the liquor license application by any first class mail at the same location, which notice shall include: a) statement of the time, date and place of the hearing and a reference to the complaint upon which the hearing is based; b) a copy of the procedures for the conduct of hearings.
- (B) At the request of the accused party, the State's Attorney shall, prior to the hearing, furnish the accused or his attorney a copy of all police reports or other written reports concerning the violation(s) alleged in the complaint.

- (C) Continuances. At his discretion and for good cause shown, the Liquor Control Commissioner may grant a continuance of a scheduled hearing to any party. Except in bonafide emergencies, motions for continuances shall be submitted to the Commissioner in writing as soon as possible after the reason for the request for continuance is known. A copy of the motion shall be served on the opposing party. In situations where time is too short to present a written motion for continuance, the party shall contact the Commissioner directly by any reasonable means and shall notify the opposing party likewise. The Commissioner may grant or hearing, and a decision by default may be entered against any party not appearing.

31.52-2 Hearing Procedures

- (A) Any party to a hearing who desires such may be represented by legal counsel. The accused party shall be afforded the opportunity to respond and present evidence and argument, to call witnesses, and to compel the attendance of witnesses by subpoena.
- (B) If the complaint alleging violations of the Liquor Control Ordinance was reviewed by the State's Attorney, the complaining party shall be represented by the State's Attorney who shall call witnesses and present the evidence against the accused party.
- (C) All witnesses who testify shall do so under oath.
- (D) The commissioner shall cause a record of the hearing to be preserved, which shall include the following: all pleadings, notices, motions, rulings, etc.; all documentary or physical evidence received; offers of proof, objections and rulings thereon; and any decision, opinion or report by the Commissioner; and an electronic recording of the hearing proceedings.

(E) Rules of Evidence

- (1) Irrelevant, immaterial and unduly repetitious evidence shall be excluded. The rules of evidence and privilege as applied in civil cases in the Circuit Courts of the State of Illinois shall be as followed. However, evidence not admissible under such rules of evidence may be admitted except where prohibited by statute, if it is of a type commonly relied upon by reasonable prudent men in the conduct of their affairs. Objections to evidentiary offers may be made and shall be noted in the record. Subject to these requirements, when the cause of a hearing will be expedited and the interest of the parties will not be prejudice, any part of the evidence may be received in written form or by stipulation.
- (2) Parties shall have the right to conduct cross examination of witnesses to the extent necessary for a full and fair disclosure of the facts. Notice may be taken of matters which the Circuit Courts of this State may take judicial notice. In addition, notice may be taken of generally recognized technical or scientific facts within the agencies within the Commission's specialized knowledge. Such notice shall be recorded in the record. The Commission's experience, technical competence, and specialized knowledge may be utilized in the evaluation of the evidence.
- (F) DECISION. Violations of the Liquor Control Ordinance shall be proven by a preponderance of the evidence. The decision or decisions made by the Commission shall be final and may not be appealed to the McLean County Board or any other Board committee. Said final decision or order in a case shall be in writing or stated in the record. Findings of fact shall be based exclusively on the evidence and on matters officially noticed. Parties to the case shall be notified in writing, personally or by registered or certified mail, of any decision or order. (Amended 2-17-87)
- (G) Unless precluded by law, disposition may be made of any case by stipulation, agreed settlement, consent order, or default, at any stage in the proceedings. If the Commission does not concur with any proposed disposition by stipulation or settlement, the hearing shall proceed to completion.

31.52-3 Miscellaneous

- (A) Hearings under the Liquor Control Ordinance are subject to the provisions of the Illinois Open Meetings Act. (Amended 6-17-86)
- (B) Compliance with any or all of the provisions for hearings may be waived by written stipulation of all the parties, subject to the approval of the Commission.

(C) The Commissioner may, with the consent of the State's Attorney, employ or otherwise acquire the services of legal counsel to advise the Commission during hearings in which the State's Attorney is representing the complaining party.

(Entire section amended 9-15-81)

31.53 USE OF PREMISES FOR ONE YEAR AFTER REVOCATION. When any license shall have been revoked for cause, no license shall be granted to any person for the period of one year thereafter for the retail sale of alcoholic beverages on the premises for which the revoked license was issued.

31.54 - 31.60 RESERVED.

ARTICLE 7
SEPARABILITY - REPEALER - EFFECTIVE DATE

31.61 SEPARABILITY. The clauses, sentences, paragraphs, sections, articles or parts of this Ordinance are separable. If any clause, sentence, paragraph, section, article or part of this Ordinance shall for any reason be adjudged invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

31.62 REPEAL. The Liquor Control Ordinance adopted by the McLean County Board on January 13, 1976, and subsequently amended is hereby repealed.

31.63 EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its passage as provided by law.

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

AMENDED 9-15-81, 6-17-86, 2-17-87, 6-16-87, 10-17-89, 7-17-90, 5-12-92
11-17-92, 12-21-93



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

Michael F. Sweeney
Chairman

August 5, 2005

Memo to: The Honorable Chairman and Members of the Executive Committee
From: Michael F. Sweeney
Re: Appointment to Bloomington-Normal Airport Authority

Now that the Governor has signed into law House Bill 3843, an appointment can be made to the Bloomington-Normal Airport Authority to fill the seat vacated by the retirement of Neale McCormick. To provide ample opportunity for interested candidates to submit an application/resume, I am planning to wait until the September Executive Committee meeting to recommend a candidate for appointment to the Airport Authority Board. Pursuant to the new law, an applicant must live within the corporate boundaries of the Airport Authority. Any one interested in being considered for this appointment should forward an application/resume to the County Administrator's Office before 4:30 p.m. on Friday, September 2, 2005.

For your information and review, I have enclosed a copy of House Bill 3843 and the newspaper article from *The Pantagraph*.

Thank you.

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



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB3843

Introduced 2/25/2005, by Rep. Dan Brady

SYNOPSIS AS INTRODUCED:

70 ILCS 5/3.1

from Ch. 15 1/2, par. 68.3a

Amends the Airport Authorities Act. Provides, with respect to the appointment of boards of commissioners for airport authorities, that if an authority has 2 or more municipalities each with a population of 5,000 or more within the authority, then each municipality shall appoint one commissioner and the county board president in the county in which the airport authority is located shall appoint, with the advice and consent of the county board, 3 (now, 2) commissioners at large (now, one commissioner is appointed from areas outside of the municipalities that each have a population of 5,000 or more). Deletes a requirement that a commissioner representing the area within an authority that is located outside of municipalities of that size shall reside within the area.

LRB094 09873 AJ0 42290 b

FISCAL NOTE ACT
MAY APPLY

HOUSING
AFFORDABILITY
IMPACT NOTE ACT
MAY APPLY

1 AN ACT concerning local government.

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

4 Section 5. The Airport Authorities Act is amended by
5 changing Section 3.1 as follows:

6 (70 ILCS 5/3.1) (from Ch. 15 1/2, par. 68.3a)

7 Sec. 3.1. Boards of commissioners - Appointment. The Boards
8 of Commissioners of Authorities shall be appointed as follows:

9 (1) In case there are one or more municipalities having a
10 population of 5,000 or more within the Authority, the
11 commissioners shall be appointed as follows:

12 (a) Where there is only one such municipality, 3
13 commissioners shall be appointed from such municipality,
14 and 2 commissioners shall be appointed at large.

15 (b) Where there are 2 or more such municipalities, one
16 commissioner shall be appointed from each such
17 municipality, ~~one commissioner shall be appointed from the~~
18 ~~areas within the authority located outside of such~~
19 ~~municipalities,~~ and 3 ~~2~~ commissioners shall be appointed at
20 large; except that when the physical facilities of the
21 airport of the Authority are located wholly within a single
22 county with a population between 600,000 and 3,000,000
23 there shall be one commissioner appointed from each
24 municipality within the corporate limits of the Authority
25 having 5,000 or more population and 5 commissioners
26 appointed at large. If the Authority is located wholly
27 within the corporate limits of such municipalities, 2
28 commissioners shall be appointed from the one of such
29 municipalities having the largest population, and one
30 commissioner shall be appointed from each of the other such
31 municipalities, and 2 commissioners shall be appointed at
32 large.

1 (c) Commissioners representing the area within an
2 Authority located outside of any municipality having 5,000
3 or more population and commissioners appointed at large
4 when the authority is wholly contained within a single
5 county shall be appointed by the presiding officer of the
6 county board with the advice and consent of the county
7 board, and when the physical facilities of the airport of
8 the Authority are located wholly within a single county
9 with a population between 600,000 and 3,000,000 the
10 commissioners appointed at large shall be appointed by the
11 chairman of the county board of such county, and any
12 commissioner representing the area within any such
13 municipality shall be appointed by its mayor or the
14 presiding officer of its governing body. If however the
15 district is located in more than one county other than a
16 county with a population between 600,000 and 3,000,000, the
17 members of the General Assembly whose legislative
18 districts encompass any portion of the Authority shall
19 appoint the commissioners representing the area within an
20 Authority located outside of any municipality having 5,000
21 or more population and commissioners at large but any
22 commissioner representing the area within any such
23 municipality shall be appointed by its mayor or the
24 presiding officer of its governing body.

25 (d) A commissioner representing the area within any
26 such municipality shall reside within its corporate
27 limits. ~~A commissioner representing the area within an~~
28 ~~authority and located outside of any such municipality~~
29 ~~shall reside within such area.~~ A commissioner appointed at
30 large may reside either within or without any such
31 municipality but must reside within the territory of the
32 authority. Should any commissioner cease to reside within
33 that part of the territory he represents, or should the
34 territory in which he resides cease to be a part of the
35 authority, then his office shall be deemed vacated, and
36 shall be filled by appointment for the remainder of the

1 term as hereinafter provided.

2 (2) In case there are no municipalities having a population
3 of 5,000 or more within such authority located wholly within a
4 single county, such order shall so find, and in such case the
5 Board shall consist of 5 commissioners who shall be appointed
6 at large by the presiding officer of the county board with the
7 advice and consent of the county board. If however the district
8 is located in more than one county, the members of the General
9 Assembly whose legislative districts encompass any portion of
10 the Authority shall appoint the commissioners at large.

11 (3) Should a municipality which is wholly within an
12 authority attain, or should such a municipality be established,
13 having a population of 5,000 or more after the entry of said
14 order by the circuit court, the presiding officer of such
15 municipality may petition the circuit court for an order
16 finding and determining the population of such municipality
17 and, if it is found and determined upon the hearing of said
18 petition that the population of such municipality is 5,000 or
19 more, the board of commissioners of such authority as
20 previously established shall be increased by one commissioner
21 who shall reside within the corporate limits of such
22 municipality and shall be appointed by its presiding officer.
23 The initial commissioner so appointed shall serve for a term of
24 1, 2, 3, 4 or 5 years, as may be determined by lot, and his
25 successors shall be similarly appointed and shall serve for
26 terms of 5 years. All provisions of this section applicable to
27 commissioners representing municipal areas shall apply to any
28 such commissioner. Each such commissioner shall reside within
29 the authority and shall continue to reside therein.

30 (4) Notwithstanding any other provision of this Section,
31 the Board of Commissioners of a Metropolitan Airport Authority
32 shall consist of 9 commissioners.

33 Seven commissioners shall be residents of the county with a
34 population between 600,000 and 3,000,000 within which the
35 Metropolitan Airport Authority was established. These
36 commissioners shall be appointed by the county board chairman

1 of the county with a population between 600,000 and 3,000,000
2 within which the Metropolitan Airport Authority was
3 established, with the advice and consent of the county board of
4 that county.

5 Two commissioners shall be residents of the territory of
6 the Authority located outside the county with a population
7 between 600,000 and 3,000,000. These commissioners shall be
8 appointed jointly by the mayors of the municipalities having a
9 population over 5,000 that are located outside the county with
10 a population between 600,000 and 3,000,000, with the advice and
11 consent of the governing bodies of those municipalities.

12 The transition from the pre-existing composition of the
13 Metropolitan Airport Authority Board of Commissioners to the
14 composition specified in this amendatory Act of 1991 shall be
15 accomplished as follows:

16 (A) The appointee who was required to be a resident
17 of the area outside of the county with a population
18 between 600,000 and 3,000,000 may serve until his or
19 her term expires. The replacement shall be one of the 2
20 appointees who shall be residents of the territory of
21 the Authority located outside the county with a
22 population between 600,000 and 3,000,000.

23 (B) The other 8 commissioners may serve until their
24 terms expire. Upon the occurrence of the second vacancy
25 among these 8 commissioners after the effective date of
26 this amendatory Act of 1991, the replacement shall be
27 the second of the 2 appointees who shall be residents
28 of the territory of the Authority located outside of
29 the county with a population between 600,000 and
30 3,000,000. Upon the expiration of the terms of the
31 other 7 commissioners, the replacements shall be
32 residents of the county with a population between
33 600,000 and 3,000,000.

34 (C) All commissioners appointed after the
35 effective date of this amendatory Act of 1991, and
36 their successors, shall be appointed in the manner set

- 1 forth in this amendatory Act of 1991.
- 2 (Source: P.A. 87-699.)

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Friday, August 5, 2005

New law expands candidate pool for airport board

By Kurt Erickson

kerickson@springnet1.com

SPRINGFIELD -- Gov. Rod Blagojevich cleared the runway Thursday for the Bloomington-Normal Airport Authority to appoint a new member to replace longtime chairman Neale McCormick.

The governor signed legislation that would expand the pool of potential members of the airport's governing board by changing a 40-year-old rule that had put limits on who can be appointed to the board.

"This change will enable the county board chairman to make the best possible selections from all potential candidates living within the airport authority's jurisdiction rather than being limited by municipal boundaries," said state Rep. Dan Brady, R-Bloomington, who helped shepherd the legislation through the General Assembly this spring.

The measure is an outgrowth of McCormick's departure announced this spring after more than a quarter century on the board.

Under a law written in 1964, the board's five members are appointed in the following way: one each from Bloomington and Normal; two at-large members appointed by the county, and a fifth member, also appointed by the county, who must not live in either Bloomington or Normal, but still within the airport authority boundaries.

McCormick -- a resident of the unincorporated Colonial Meadows subdivision near the old airport terminal -- was appointed as the member who didn't live within either community, but still resided within the district's boundaries.

The situation had left the county with the ability to only choose a replacement from a pool of about 90 to 100 residents, despite booming growth in the region.

The measure was approved in the General Assembly with no "nay" votes and no opposition from other airports.

The legislation is House Bill 3843.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Michael F. Sweeney,
County Board Chairman

ATTEST:

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



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

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

Location Description

Name Pipeline Road Route FAU 16377(CH31) Length 6.105 Feet 1.156 miles) Termini 740 feet South of the Centerline of Northtown Road to the North Right of Way line of Ziebarth Road

This transfer [] does [X] does not include Structure No. None

Include for Municipalities Only

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

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

Include for Counties Only

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

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

Include for Township/Road Districts Only

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

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

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

Supplements

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

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

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

APPROVED BY CONVEYOR APPROVED BY RECIPIENT Name Michael F. Sweeney Name Christopher Koos Title Chairman, McLean County Board Title Mayor, Town of Normal Chairman County Board /Mayor, City of Bloomington Signature Signature

APPROVED STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By: Director of Highways Date

McLEAN COUNTY BOARD RESOLUTION
County Highway 31 (CH 31)

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

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

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

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

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

Approved by the County Board on August 16, 2005.

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of McLean County at its Regular meeting held at Bloomington on August 16, 2005.

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

[SEAL]

Peggy Ann Milton, McLean County Clerk

TOWN OF NORMAL
Ordinance

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

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

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

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

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

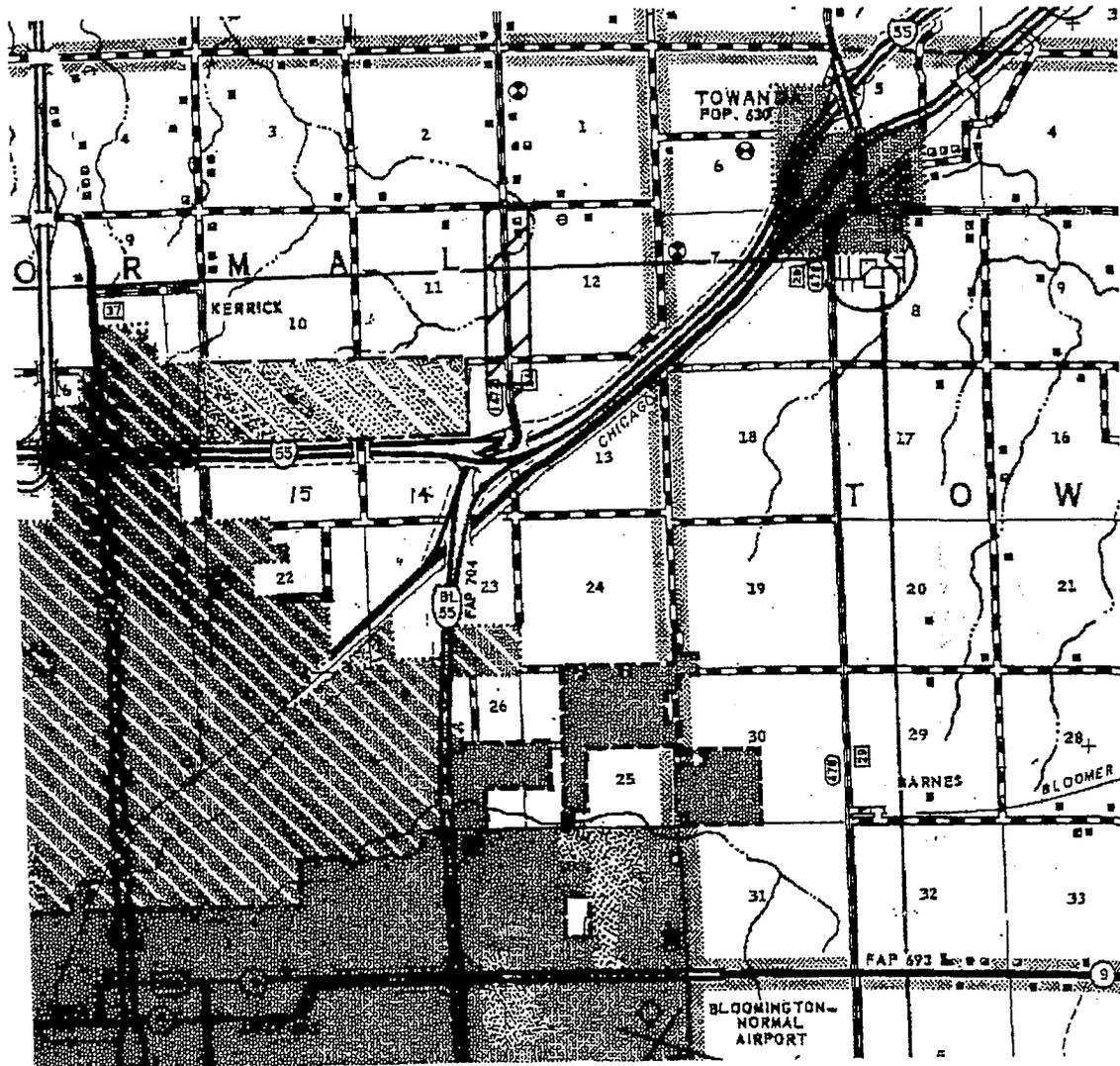
Approved by the Town of Normal on this _____ day of _____, 2005.

Christopher Koos, Mayor
Town of Normal

ATTEST:

Clerk of the Town of Normal

ADDENDUM #3
LOCATION MAP FOR JURISDICTIONAL TRANSFER
CH 31 PIPELINE ROAD



INDICATES JURISDICTIONAL TRANSFER

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

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

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

1. To transfer the jurisdiction of CH 31, Pipeline Road, from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County of McLean to the Town of Normal upon IDOT approval and final acceptance of construction by McLean County and the Town of Normal.
2. The proposed construction is new three (3)-lane pavement with curb and gutter and storm sewer on the west side. The east side to have aggregate and dirt shoulders to accept further two (2)-lane construction in the future. The old roadbed to be removed and graded upon completion of the new three (3)-lanes.
3. McLean County and the Town of Normal will each pay one-half (1/2) of the construction cost of the project minus the developer's contribution of approximately \$570,000 plus the cost of any turn lanes required by his development.
4. The cost of any new Right of Way (ROW) required north of the centerline of Ziebarth Road shall be split 50/50 between the Town of Normal and McLean County. Any ROW required south of the centerline of Ziebarth Road along the east side of Pipeline Road shall be the responsibility of McLean County to acquire, and along the west side of Pipeline Road shall be the responsibility of the Town of Normal.
5. The cost of the Engineering shall be split 50 / 50 between the Town of Normal and McLean County. The Preliminary Engineering shall be performed by the Farnsworth Group utilizing the Town of Normal Annual Agreement.
6. It is intended that the Engineering shall be started by September 2005, and Construction is to be started and completed in 2007.

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

 Christopher Koos, Mayor
 Town of Normal

 Michael F. Sweeney, Chairman
 McLean County Board

Approved: _____ 2005

Approved: _____ 2005



McLean County

Health Department

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

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

Date: July 15, 2005

Re: FY05 Bioterrorism Supplemental Awards

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

\$49,428

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

\$20,000

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

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

An Ordinance of the McLean County Board
 Amending the 2005 Combined
 Appropriation and Budget Ordinance for Fund 0107

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

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

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

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 _____, 2005.

ATTEST:

APPROVED:

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

 Michael F. Sweeney Chairman of the
 McLean County Board

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

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

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

WHEREAS, the Finance Committee, at the Committee's regular meeting on August 5, 2005, recommended to the County Board approval of the request received from the County Recorder to add a new part-time position to review and correct previously recorded documents; and,

WHEREAS, the Finance Committee, at the Committee's regular meeting on August 5, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$ 38,147.00 to cover the cost of said position; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 38,147.00.
2. That the County Treasurer is directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000			
Unappropriated Fund Balance	\$ 79,146.00	\$ 38,147.00	\$117,293.00

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

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0515.0001 Part-time Employee Salaries	\$ 0.00	\$ 7,356.00	\$ 7,356.00
0137-0006-0008-0599.0001 County's IMRF Contribution	\$ 0.00	\$ 479.00	\$ 479.00
0137-0006-0008-0599.0002 Employee Medical/Life Insurance	\$5,700.00	\$ 950.00	\$6,650.00
0137-0006-0008-0599.0003 Social Security Contribution	\$ 0.00	\$ 563.00	\$ 563.00
0137-0006-0008-0621.0001 Non-Major Equipment	\$10,000.00	\$ 5,000.00	\$15,000.00
0137-0006-0008-0750.0001 Equipment Maintenance Contract	\$ 3,000.00	\$ 259.00	\$ 3,259.00
0137-0006-0008-0750.0004 Software License Agreement	\$18,000.00	\$ 5,100.00	\$23,100.00
0137-0006-0008-0832.0001 Purchase Furnishings/Office Equip.	\$ 5,000.00	\$18,440.00	\$23,440.00
TOTAL:		\$38,147.00	

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

E:/john/cobd/Ea_recorder_docstoraug05.fin.doc
8/5/05

A. Purchase of Scanner/Printer

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

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

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

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

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

Two types of printers are available for us to use.

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

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

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

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

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

Our specifications include the following:

- Scanner body with 11" x 17" display and output print size. Versatile and flexible controls to accommodate current and future applications, including, but not limited to, the following features:
 - Up to 600 dpi resolution
 - Compatibility with all McLean County microfilm applications: 16 or 35 mm roll film, aperture and microfiche film cards.
 - Semi-automatic load and rewind power roll film carrier.
 - Automatic size, negative/positive, skew correction, and focus.
 - Manual override for all of the above.
 - Connectivity with current McLean County computer applications to download images into our Cott software.
 - Zoom lenses of approximately 9-16 and 14-30 power.
 - Ability for the public to easily understand and use the controls, paper selections and operate the unit.
 - Document cropping and masking.
- Imaging software to correct, crop and edit images.
- Printer capable of 8 1/2" x 11" print with a 2nd selectable paper tray for 11" x 17."
- Workstation to hold scanner and printer.

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

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

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

Budget Request

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

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

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

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

Canon calls it the MS-800.

Quality right down to the smallest detail.

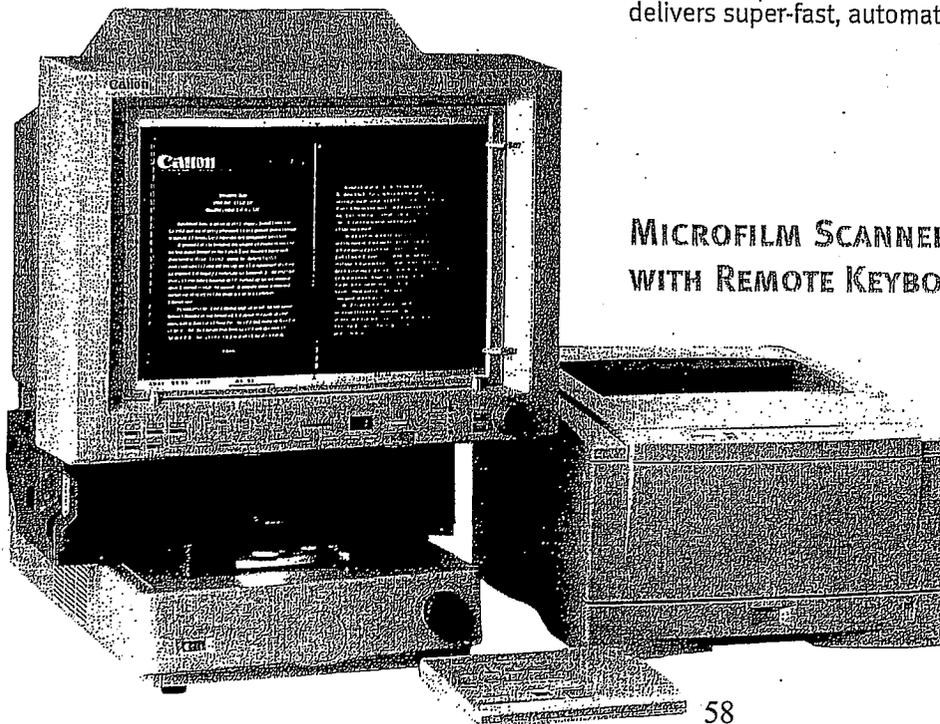
With up to 600-dpi resolution, the MS-800 sets new standards for image quality. Such high resolution offers a wide range of enhanced printing and distribution capabilities, including laser printing and electronic image transmission. Ideal for financial institutions, the MS-800 brings greater efficiency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

Compatibility with virtually any film format.

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

Productivity soars for even the busiest workgroups.

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



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

SHARE w/ ms 400

July 19, 2005

H. Lee Newcom
McLean County Recorder
Bloomington, Illinois

Dear Mr. Newcom,

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

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

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

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

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

Yours truly,

Craig Countryman
Sales Representative



Document Management

RECORD SYSTEMS, INC.

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



Reader/Printer

May 20, 2005

H. Lee Newcom
McLean County Recorder
Bloomington, IL

Dear Mr. Newcom,

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

Annual Maintenance Contracts

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

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

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

B. Records Correction Project.

Records in the McLean County Recorder's Office have several historical problems that must be corrected. Among these problems are:

- Document index records that lack attached document images. This means the searchers must come to the office, to physically pull film or microfiche to manually print images that should have been remotely computer accessible.
- Documents which have been improperly linked or not linked at all to corresponding documents (i.e. a Mortgage Release to the Original Mortgage). This means that important documents which affect a title to property will not appear when the property or names are searched.
- Documents have many different types of indexing problems from incorrectly entered items:
 - incorrect PINs
 - Incorrect spelling of names
 - Incorrect property descriptions
 - Incorrect types of document

Each of these problems will result in an incorrect search for documents associated with a property or name.

Extent of the problem.

The problems appear to be extensive, involving thousands of documents over many years, particularly during the last decade. These problems are so acute that some title firms will not guarantee searches conducted in McLean County. Although this is merely anecdotal, professional searchers have told us that no county in Central Illinois has record indexing that is as poor as McLean County. This problem reflects a very long term neglect of training and standards of entry and quality control in the office.

Importance of addressing this problem.

The Recorder's office is the public agency given the responsibility to maintain accurate and reliable land records. These records are vital to the economic health of our community and are relied upon by the real estate, banking and commercial finance industries in McLean County to do business. Not having reliable and accessible records is an embarrassment to the otherwise superior professional administration of McLean County and an economic drain on the firms that rely on our information to do business. At it's worst, these poor records can mean a major financial loss for an institution that relied on this information. Not having properly indexed records can stop a private or commercial property transaction. At this time local private firms are providing a more reliable land records service than this public office, which is legally charged with that responsibility. As commercial and residential lending is becoming more a national business document standards are also becoming standardized. We need to meet that challenge.

A project to address the indexing problem.

For the 2006 Budget I have proposed two additional temporary employees to undertake a systematic project of correcting indexing records year-by-year. I estimate a goal of correcting records for 10 years. To begin the project and discover both the depth and scope of the problem, and develop a plan to address it, I propose a project to begin September 1, 2005.

This project will purchase a work station, computer and COTT software license. We will develop a testing model for several years of the last decade and test ranges of documents to give a reliable estimate of the extent of the problem, time involved in correcting it and the range of years for which it is both desirable and economically practical to make corrections. This initial project will have a goal of producing such a sampling resulting in a plan by January 1, 2006.

Budget Request

I am requesting an appropriation within the Document Storage Fund of \$5,000 for purchase of the computer work station and table, \$5,100 for the Cott software purchase and support, and the appropriate amount to be determined by the Administrator for the temporary employee.

1 FTE employee Office Support Specialist I, step 1, beginning September 1st.

1 Dell computer work station with 2 17" monitors
Budget \$4,000 to be purchased by Information Services

1 Chair and work station desk
Budget \$750 to be purchased by Facilities Management (Jack Moody)

1 Cott Resolution software license with monthly support
Budget \$4,749 for the license, \$340 for monthly support September-December
To be purchased by the Recorder.

II. Action Items – 2006 Recorder's Office goals

The Recorder's Office 2006 budget includes the beginnings of four major projects to make our records more reliable, accessible and accurate, and to ensure their historical preservation for future generations. These projects will include:

- Begin a multi-year program of restoration and preservation of deteriorating books and film records. These records are in poor condition and will be lost to history if action is not taken soon. This project will result in preserving our historical land and business records for future generations.
- Addition of computer accessible scanned document images from 1975 to 1993. Currently document images are available from 1993 forward. Most title searches are confined to the previous 30 years. Making all document images available by computer for the past 30 years will eliminate the need to have professional searchers in our office accessing film records on a daily basis. We will be able to eliminate the microfiche card storage system in our office.
- Correction of an extensive problem of improperly entered indexes which compromises the ability of the office to meet our statutory responsibility and is a financial drain on firms that rely on our office for public information.
- Beginning full electronic recording of documents which will eliminate paper transactions and the processing of real estate paper in our office.

To meet a current office need for a scanner/printer, and in anticipation of the goals above in 2006, I am here proposing a purchase and a project to begin laying the ground work for successful projects next year.

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

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

WHEREAS, the County Recorder has arranged to provide an Office Support Specialist I to review documents and correct past errors; and,

WHEREAS, the Recorder's Document Storage Fund has sufficient funds to reimburse the salary and benefit expense of an Office Support Specialist I; and,

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

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

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0137-0006-0008	04	0515.0011 (part-time) Office Support Specialist I	0.00	0.33	0.33
TOTAL			0.00	0.33	0.33

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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

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

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

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

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

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

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



JACKIE DOZIER
COUNTY AUDITOR

(309) 888-5151

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

Date: July 14, 2005

To: The Honorable Members of the Finance Committee

Re: American Disposal Expansion Deposit

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

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

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

Submitted by:

Jackie Dozier
McLean County Auditor

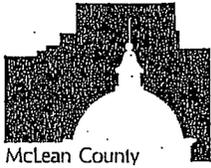
F I N A N C I A L M A N A G E M E N T
 ACCUMULATED TRANSACTION LISTING

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

DATE	INVOICE NO.	NET AMOUNT	DESCRIPTION
3/04/2005	#0000503393	598.40	CO. CLERK/LANDFILL/ACCT# 1027339
3/03/2005	0000500126	1,461.60	CO. CLERK/LANDFILL/ACCT# 1027339

100838 CHECK NO.

McLean County



McLean County

STATE OF ILLINOIS, McLEAN COUNTY
BLOOMINGTON, ILLINOIS 61701

100838

2-1 110
710

*****2060 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

DATE

CHECK NO.

AMOUNT

PANTAGRAPH, INCORPORATED
P.O. BOX 2907
BLOOMINGTON

4/14/2005

100838

\$2,060.00

IL 61702-2907

NON-NEGOTIABLE

McLEAN CO. TREASURER

McLEAN CO. AUDITOR

Bank One
Bank One, Illinois, NA

⑈ 100838⑈ ⑆0710000131⑆ 273006999⑈

RECEIVED

Pantagraph Publishing

#234

APR 12 2005

AUDITOR'S OFFICE

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

LEGAL ADVERTISING INVOICE - COPY

MCLEAN COUNTY CLERK
PO BOX 2400
BLOOMINGTON, IL 617022400

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

4/12/05 Approved [Signature]

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

PAID

APR 14 2005

KEEP THIS COPY FOR YOUR RECORDS

This is a land fill expense

0159-0206.0000

APPROVED	
000-0005-0006-0701-0001	
4/12/05 Date	Maria L. [Signature] Name

RECEIVED

 Pantagraph Publishing

234

APR 12 2005

AUDITOR'S OFFICE

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

LEGAL ADVERTISING INVOICE - COPY

MCLEAN COUNTY CLERK
PO BOX 2400
BLOOMINGTON, IL 617022400

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

4/12/05 Approved [Signature]

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

PAID

APR 14 2005

KEEP THIS COPY FOR YOUR RECORDS

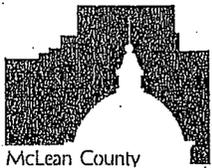
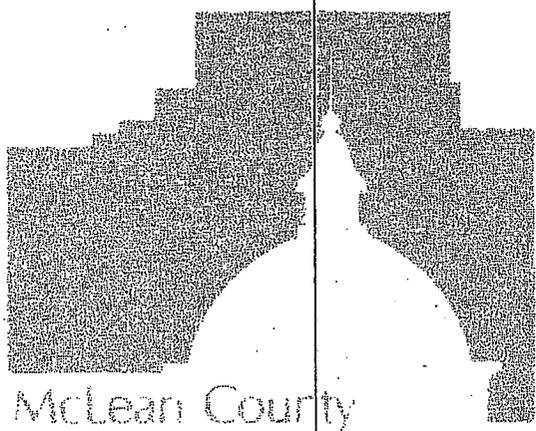
This is a landfill expense

0159-0206.0000

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

DATE	INVOICE NO.	NET AMOUNT	DESCRIPTION
4/21/2005	#5197	853.00	LANDFILL/#2004 PCF 1 HEARING

101472 CHECK NO.



STATE OF ILLINOIS, McLEAN COUNTY
BLOOMINGTON, ILLINOIS 61701

101472

2-1
710 110

*****853 DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

DATE

CHECK NO.

AMOUNT

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

4/26/2005

101472

\$853.00

NON-NEGOTIABLE

McLEAN CO. TREASURER

McLEAN CO. AUDITOR

Bank One
Bank One, Illinois, NA

⑈ 101472⑈ ⑈071000013⑈ 273006999⑈

INVOICE NO. 5197

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

#9902

DATE: 4/21/05

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

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

I N V O I C E

DESCRIPTION

AMOUNT

COURT REPORTING SERVICES

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

TOTAL DUE UPON RECEIPT

\$ 853.00

cc

THANK YOU!

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

PAID

APR 28 2005

RECEIVED

APR 21 2005

AUDITOR'S OFFICE

0159-0206.0000

WILLIAM A. YODER

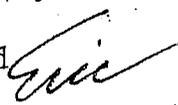
McLean County State's Attorney

Eric T. Ruud
First Assistant State's Attorney

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

MEMO

TO: Jackie Dozier
McLean County Auditor

FROM: Eric T. Ruud 

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

DATE: April 21, 2005

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

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

Enclosure

Cc: John Zeunik

0159-0206.0000

PAID
APR 28 2005

RECEIVED

APR 21 2005

AUDITOR'S OFFICE

McLean County has been approved for a Federal grant through the Illinois Criminal Justice Information Authority to replace our current Livescan fingerprint machine and printer. McLean County is one of many counties in the State of Illinois that will benefit from the grants being awarded through the Illinois Criminal Justice Information Authority. The grant will provide 75% of the funds needed to purchase a new Livescan machine and all of the necessary components to make the Livescan unit operational. McLean County has to fund the remaining 25% of the cost. The replacement of the current Livescan system is necessary due to the fact that the current Livescan machine is being rendered obsolete as of December 31, 2005. Identix will no longer offer a maintenance-agreement covering the present machine. The grant will allow McLean County to get the latest technology available for use in Livescan fingerprinting.

There were three vendors that provided quotes for their systems. These were Crossmatch, Motorola Printrak, and Identix. Identix was chosen over the other vendors due to the ongoing relationship with Identix and the fact that our EJS Booking System works well with Identix. We have been on line with Identix Livescan systems since 1997. Our current system went on line in 2001. We are very pleased with our Identix system and we have experienced good support service from Identix when there have been problems.

A contract was mailed from the ICJIA to McLean County that details the grant and its components. I gave this contract to Eric Ruud for his review. He approved the content contained in the document and said it was basic grant language.

The portion of the funds that will be available in the grant from ICJIA amount to \$17,008.00. The McLean County portion is \$5670.00. The McLean County portion will come from the McLean County Jail budget. The remaining funds that were to be used for the current Identix maintenance-agreement from line 0001 0029 0031 0750 0001 will go towards the purchase. This should amount to \$2742.00. \$1520.00 will come from line 0001 0029 0031 0744 0001 that was earmarked for Livescan platens re-coating. Since the re-coating will not be necessary on the old machine these funds will be utilized. The additional \$1408.00 will come from line 0001 0029 0031 0621 0001.

The replacement of the machine should take place in August or September after the check is received from the ICJIA. The Purchase Order will then be sent to Identix for the new machine. The first year of maintenance on the machine will be covered in warranty. This will mean that fewer dollars will be necessary for the purpose in the 2006 budget.



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

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

Tom Phares, Jail Superintendent
McLean County Sheriff's Office
104 West Front Street
Bloomington IL 61702

RE: Livescan Equipment Agreement # 402414

Enclosed is the original interagency agreement between your office and the Authority for the Livescan grant. Please review the enclosed documents and obtain the necessary signatures on the agreement and attached forms.

- Initial Cash Request
- Fiscal Information Sheet (2 sided)
- Certification Regarding Debarment, etc.
- 2 Equal Employment Opportunity Plan Certifications (1-City, and 1-law enforcement agency)
- 2 Civil Rights Compliance Certifications (1-City, and 1-law enforcement agency)

Return the *entire clipped packet* to me.

After everything is returned I will submit the agreement for our Director's signature. Then you will receive a copy of the signed agreement along with blank forms for reporting requirements. You should receive your check within 6 weeks of our Director's signature.

If you have any questions, contact me by email at jdavis@icjia.state.il.us or (312) 793-0895.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jill Davis".

Jill Davis
Grant Monitor
Federal and State Grants Unit

Enclosures

cc: MF # 402414

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Livescan Equipment Program

Initial Cash Request

Agreement # 402414

County of McLean on behalf of McLean Sheriff's Office

FEIN #

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

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

Signature

Print Name

Title

Date

For Authority Use Only

Federal funds _____

Approved By _____

Date: _____

FISCAL INFORMATION SHEET

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

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

Implementing Agency: County of McLean

Implementing Agency's FEIN#

Agreement # 402414

Program Agency: McLean County Sheriff's Office

Program Title: Livescan Equipment Program

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

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

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

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

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

Email: _____



CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

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

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

Address: 104 West Front Street, Bloomington IL 61701

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name 402414 /Livescan Equipment Program

Certification Statement:

I, _____ [Sheriff], certify to the following statements:

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

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

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

Check the following item(s) that apply:

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
 - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Sheriff]

[Title]

[Date]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Chairman

Signature of Chairman

Date

County of McLean

115 E. Washington, PO Box 2400

Address of Organization

Bloomington IL 61702

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
- Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
- Sign the certification.
- If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
- Print the name of the responsible official who is certifying to compliance and the name of the entity.
- If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
- Sign the certification.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

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

Grant Number: 402414

Federal Grant Award Amount: \$ \$17,008

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [Chairman] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS AN INDIAN TRIBE

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Chairman]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, _____ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [agency/organization name], at _____ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Chairman]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

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

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: 402414/Livescan Equipment Program

Certification Statement:

I, _____ [Chairman], certify to the following statements:

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

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

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

Check the following item(s) that apply:

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
 - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Chairman]

[Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

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

Grant Number: 402414

Federal Grant Award Amount: \$17,008

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

Address: 104 West Front Street, Bloomingdale IL Bloomingdale

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I, _____ [Sheriff] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS AN INDIAN TRIBE

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Sheriff]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, _____ [Sheriff], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____

_____ [agency/organization name], at _____

_____ [address] for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Sheriff]

[Print Name and Title]

[Date]

PROGRAM TITLE: Livescan Equipment Program

AGREEMENT NUMBER: 402414

PREVIOUS AGREEMENT NUMBER(S): NA

ESTIMATED START DATE: July 15, 2005

SOURCES OF PROGRAM FUNDING:

<i>FFY02 ADAA Funds:</i>	\$ 17,008
<i>Matching Funds:</i>	\$ 5,670
Total:	\$ 22,678

IMPLEMENTING AGENCY: COUNTY OF MC LEAN

ADDRESS: 104 West Front street
Bloomington, Illinois 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael Sweeney

TITLE: Board Chair

TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil

TITLE: Treasurer

TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Sheriff's Department

ADDRESS: 104 West Front Street
Bloomington, Illinois

PROGRAM DIRECTOR: David Owens

TITLE: Sheriff

TELEPHONE: 309-888-5034

FAX: 309-888-5072

Email: sheriff@mcleancountyil.gov

FISCAL CONTACT PERSON: Jackie Dozier

TITLE: Auditor

TELEPHONE: 309-888-5151

FAX: 309-888-5209

Email: auditor@mcleancountyil.gov

PROGRAM CONTACT PERSON: Tom Phares

TITLE: Jail Superintendent

TELEPHONE: 309-888-5068

FAX: 309-888-5072

Email: tom.phares@mcleancountyil.gov

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

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

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

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 5. PAYMENT

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

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

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

SECTION 6. MATCH

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

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

SECTION 7. OBLIGATIONAL LIMITATION

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

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

SECTION 8. NON-SUPLANTATION

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

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 10. PROGRAM INCOME

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

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

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

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

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

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

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

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

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

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

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 13. MAINTENANCE OF RECORDS

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

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

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 15. INSPECTION AND AUDIT

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

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

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

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

SECTION 16. CLOSE-OUT REQUIREMENTS

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

SECTION 17. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

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

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

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

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

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

SECTION 18. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

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

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

SECTION 20. NONDISCRIMINATION

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

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

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

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

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

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

SECTION 21. CONFIDENTIALITY OF INFORMATION

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

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

SECTION 22. ASSIGNMENT

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

SECTION 23. SUBCONTRACTING

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

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

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

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

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

SECTION 24. INDEPENDENT CONTRACTOR

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

SECTION 25. EXHIBITS

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

SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

Adm. Code 1520 et seq.).

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

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

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

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

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

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

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

SECTION 28. CERTIFICATION REGARDING LOBBYING.

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

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

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

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

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

SECTION 31. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 32. COPYRIGHTS, PATENTS

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

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

SECTION 33. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

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

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

SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: County of McLean

Taxpayer Identification Number:

Employer Identification Number: 37-6001569

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

Legal Status (check one):

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

services

SECTION 35. FEDERAL GRANT INFORMATION

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

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

SECTION 36. DISPOSITION REPORTING

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

SECTION 37. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

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

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

SECTION 39. INTEGRATION

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

SECTION 40. SEVERABILITY

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

SECTION 40.1 SPECIAL CONDITIONS –

EQUIPMENT PURCHASES

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

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

SECTION 40.2 SPECIAL CONDITIONS –

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

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

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

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

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

SECTION 40.3 SPECIAL CONDITIONS --

MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

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

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

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

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

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

SECTION 40.4 INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

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

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

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

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

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

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

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

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

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

*County of McLean on behalf of McLean County Sheriff's Office
Livescan Equipment Program
Agreement #402414*

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

SECTION 41. ACCEPTANCE

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

_____ Lori G. Levin Executive Director Illinois Criminal Justice Information Authority	_____ Date
---	---------------

_____ Michael Sweeney Chairman County of McLean	_____ Date
--	---------------

_____ Rebecca McNeil Treasurer County of McLean	_____ Date
--	---------------

_____ David Owens Sheriff McLean County Sheriff's Office	_____ Date
---	---------------

Livescan Equipment Program
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT# 402414

I SUMMARY OF PROGRAM

To replace the existing Livescan system that is being rendered obsolete at the end 2005 with a new state of the art system that will allow us to continue to capture and transmit fingerprints for identification of the arrestees brought into our jail.

II STATEMENT OF PROBLEM

Present Livescan system will be obsolete at the end of 2005. There will be no service contracts available for the system to be maintained. There are not sufficient funds available locally to purchase a new system or to continue the upkeep of the current system.

III GOALS, OBJECTIVES

The goal of this program is to improve the accuracy and timeliness of data entered into the state repository for criminal history record information.

IV PERFORMANCE INDICATORS

- Number of prints taken using the Livescan device.
- Reduction in time of booking process.
- Number of prints returned as unclassifiable.

V PROGRAM STRATEGY

This program will purchase the equipment, supplies and telecommunication needs for the development of electronic capture and submission of arrest information, including fingerprints. All arrestees will be booked and fingerprints processed using the Livescan device. Fingerprints will be sent electronically to the Illinois State Police Bureau of Identification.

Budget Narrative
Agreement # 402414

Equipment Livescan Booking System includes appliance, application software with slap and roll matching and a personal computer in a ruggedized case. This is the station where fingerprints will be captured and then transmitted to the Bureau of Identification.

The Ethernet PCI based 10/100 LAN Adapter allows the Livescan machine to connect to the network for the Integrated Justice System (EJS).

The duplex fingerprint card printer is necessary to print fingerprint cards and to print information for the States Attorney and Circuit Clerk in regards to offenses and sentencing information.

Commodities

Contractual

Other Warranty Service for the Livescan Booking System and the Duplex Fingerprint Card Printer covers these items for the first year of operation beginning with the installation of the system. The hardware and software must be in good operating condition to allow us to capture and transmit fingerprints.

Installation of the system and training in its use are essential to bring the system into operating order and have employees on site that are able to become administrators and trainers for other line staff on the operation of the system.

EXHIBIT B: BUDGET

Livescan Equipment Program
Agreement # 402414

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	FFY02 ADAA	\$ 17,008
Match:	Mc Lean County	\$ 5,670
Program Income:	None	
Non-Match:	None	
	GRAND TOTAL	\$ 22,678

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement #402414

<u>Equipment</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Livescan Booking system includes appliance, application software personal computer, and ruggedized cabinet	\$ 14,282 \$	4,761 \$	19,043
Ethernet PCI based 10/100 LAN adapter for local area network topology	\$ 86 \$	29 \$	115
Duplex fingerprint card printer	\$ 1,785 \$	595 \$	2,380
Freight	\$ 263 \$	88 \$	350
TOTAL EQUIPMENT COST	\$ 16,416 \$	5,472 \$	21,888

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement #402414

Commodities N/A

<u>Description</u>	<u>N/A</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
--------------------	------------	-----------------------	-------------------------	-------------------

TOTAL COMMODITIES COST

\$	-	-	-	-
----	---	---	---	---

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement # 402414

Contractual

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
--------------------	---------------------------	-----------------------------	-------------------

TOTAL CONTRACTUAL COST \$	-	-	-
<hr style="border-top: 3px double #000;"/>			
*Because of federal regulations for grant funding, we are no longer able to fund 2nd year maintenance/warranty budget items. This has been removed from your budget.			

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement # 40214

Other Costs

	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Warranty Service for initial year of operation of the Livescan Booking system	\$ 474 \$	158 \$	632
Warranty Service for initial year of operation of the Duplex Fingerprint Card Printer	\$ 118 \$	40 \$	158

TOTAL OTHER COSTS
 \$ 592 \$ 198 \$ 790

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement #402414

	Federal Amount	Match Contribut.	Total Cost
EQUIPMENT	\$ 16,416	\$ 5,472	\$ 21,888
COMMODITIES	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
OTHER COSTS	\$ 592	\$ 198	\$ 790
	<u>\$ 17,008</u>	<u>\$ 5,670</u>	<u>\$ 22,678</u>



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

June 29, 2005

To : Chief Deputy Derick Love
From : Lt. Mike Emery
Re : Edward Byrne Justice Assistance Grant
Application Number 2005-F5121-IL-DJ

Chief,

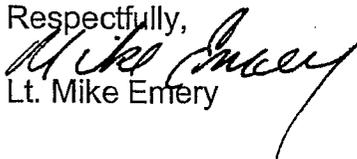
Provided is a copy of the application we made for the \$34,035 through the Department of Justice, Justice Assistance Grant.

Included with the application are copies of the disbursement of funds agreement between McLean County the Town of Normal and City of Bloomington. Upon receipt of funding each entity is to receive \$11,345 if the grant is approved. The review process is in progress and we should know in 30 to 60 days if funding is approved.

The agreements will need to be present to the County Board for signature authorization, signed, and a copy will need to be returned to the respective agencies.

Please advise if you have any questions.

Respectfully,


Lt. Mike Emery



Edward Byrne Justice Assistance Grant Program 2005-

F5121-IL-DJ



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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	37-6001569
*Type of Applicant	County
Type of Applicant (other):	
*Organizational Unit	McLean County Sheriff
*Legal Name (Legal Jurisdiction Name)	County of McLean
*Vendor Address 1	Law and Justice Center
Vendor Address 2	104 W. Front Street
*Vendor City	Bloomington
Vendor County/Parish	
*Vendor State	Illinois
*Vendor ZIP	61701-2400
Contact information for matters involving this application	
Contact Prefix:	The Honorable
Contact Prefix (Other):	
Contact First Name:	David
Contact Middle Initial:	
Contact Last Name:	Owens
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Sheriff
Contact Address Line 1:	Law and Justice Center
Contact Address Line 2:	104 W. Front Street
Contact City:	Bloomington

Contact State:	Illinois
Contact Zip Code:	61701-2400
Contact Phone Number:	(309) 888-5034 Ext. 5034
Contact Fax Number:	(309) 888-5072
Contact E-mail Address:	dave.owens@mcleancountyil.gov

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Edward Byrne Justice Assistance Grant Program 2005-

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Descriptive Title of Applicant's Project		
Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.		
Areas Affected by Project		
Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400		
Proposed Project		
	*Start Date	October/ 01/ 2004
	*End Date	September/ 30/ 2008
*Congressional Districts of		
	Project	Congressional District 11, IL Congressional District 15, IL Congressional District 18, IL
*Estimated Funding		
Federal		\$34035.00
Applicant		\$0.00
State		\$0.00
Local		\$0.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$34035.00

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Edward Byrne Justice Assistance Grant Program 2005-

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This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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JAGPUBLIC NOTICE.doc
JAGBUDGETNARRATIVE.doc
JAGPROGRAMNARRATIVE.doc
JAGAdminReview.doc

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Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

PUBLIC NOTICE

Public notice is hereby given that McLean County has been certified as a disparate jurisdiction. This designation allows the McLean County Sheriff's Department, the Bloomington Police Department and the Normal Police Department to receive federal grant money from the Edward Byrne Memorial Justice Assistance Grant. Total award is in the amount of \$34,035.00 divided equally between the three agencies. Funds received will be dispersed on law enforcement equipment and security upgrades. Public comments can be sent to Lt. Mike Emery, McLean County Sheriff's Department at: mike.emery@mcleancountyil.gov.

Edward Byrne Memorial Justice Assistance Grant Program
 Application Number 2005-F5121-IL-DJ
 Budget Narrative

McLean County Sheriff's Department
 Law and Justice Center
 104 W. Front Street
 Bloomington, Illinois 61702-2400

McLean County Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	13	Taser X-26 Model 26005	799.95	\$10,399.35
2	45	Taser Cartridge Model 44200	17.86	\$ 795.70
3	1	Taser Data Port Model 26500	149.95	\$149.95
				\$11,345.00 Total MCSP

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs. All Court and Building Security personnel have been trained and certified so the equipment will be deployed immediately.

Normal Police Department Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Mobil Date Computer, Panasonic Toughbook	\$5,145.00	\$5,145.00
2	1	Mobile Data Computer Car Mount Docking Station	\$ 200.00	\$ 200.00
3	1	IWIN System Activation	\$1,000.00	\$1,000.00
4	1	In-Car Video/audio System	\$5,000.00	\$5,000.00
				\$11,345.00 Total NPD

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs.

Bloomington Police Department Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Intellex Desktop 16 Channel v3.2 Software, Premier 500GB, NTSC	\$5497.92	\$5497.92
2	1	88/100 24 VAC Transformer	\$95.61	\$95.61
3	1	Dome Kit, Ultra Viie D/N outdoor, Includes RAS917LSE, Rhodul-03E	\$1,256.76	\$1,256.76
4	1	Dome mount corner bracket adapter, for use with RHOSW or RHOLW	\$180.00	\$180.00
5	1	Misc. Parts and Labor to move PTZ for Northwest corner of building	\$1,181.59	\$1,181.59
6	1	Misc. Parts and labor to move PTZ for Northeast corner of building	\$1,181.59	\$1,181.59
7	1	Lift Included on Job if PTZ adds or moves are required	\$862.50	\$862.50
8	1	Keyboard, RS232 Touch Tracker, Trackball Control, Desktop	\$809.63	\$809.63
9	1	Set up and Labor	\$279.40	\$279.40
				\$11,345.00 Total BPD
Total Budget Narrative				\$34,035.00

Funding would be for the required system purchase and setup. It is understood that any costs greater than the funded amounts would be the responsibility of the purchasing agency.

Edward Byrne Memorial Justice Assistance Grant Program
Application Number 2005-F5121-IL-DJ
Program Narrative

McLean County Sheriff's Department
Law and Justice Center
104 W. Front Street
Bloomington, Illinois 61702-2400

The McLean County Sheriff's Department deployment of model X26 Tasers have proven that they are an effective visual deterrent in subduing situations where physical violence could prevailed. Tasers provide an alternative to the law enforcement officer prior to the use of deadly force should the situation escalate to that level.

Funding by this grant would be utilized to purchase X26 tasers. The X26 tasers would be deployed to the law enforcement personnel assigned to our Court and Building Security Division. In 2004, the Court Security Division served 1,395 criminal arrest warrants and conducted 6,360 prisoner custody transports from our Detention Center to and from the Courts.

All members of our Court Security Division have proven proficiency through training and certification. We currently have one X26 Taser deployed in that Division.

Normal Police Department
100 W. Phoenix
Normal, Illinois 61761

Approved in the Normal Police Departments 2006 budget were funds to hire additional officers to implement a traffic safety unit. The plans at that time were to use existing marked squad cars for this unit. Since that time, vehicles have become available to us for use by the traffic safety unit. No funds were allocated for the purchase of equipment to supply in the squad. Funding under this grant will be utilized to equip the traffic safety unit.

Bloomington Police Department
305 S. East Street
Bloomington, Illinois 617002

After several security incidents at the Bloomington Police Department, it has been decided that there was a need for the current closed circuit television system (CCTV) to be upgraded. Consequently, the Bloomington Police Department conducted a vulnerability assessment of its CCTV and confirmed vulnerability in the security system. A process began to determine how the CCTV system could be enhanced to best serve the public's safety and security of the police department.

Midco, CCTV experts, selected the components of the CCTV system in accordance to the system's purpose. Funding will enable this agency to upgrade our current security system and provide safety to our public.

June 15, 2005

Sharon Taylor
State Policy Advisor, Illinois
U.S. Department of Justice

RE: Review Narrative 2005-F5121-IL-DJ

On May 10, 2005 application information was forwarded to the Town of Normal Police Department in order to start the review process by Normal Town Council. On June 6, 2005 in open session the Town of Normal Illinois Council reviewed and approved grant application 2005-F5121-IL-DJ. Public comment was solicited while in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Memorial Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the Town of Normal \$11,345.00 for the purchase of police equipment outlined in the budget narrative.

On May 10, 2005 application information was forwarded to the Bloomington City Police Department in order to start the review process by their City Council. On June 13 in open session the City of Bloomington Council reviewed and approved grant application 2005-F5121-II-DJ. Public comment was solicited in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the City of Bloomington \$11,345.00 for the purchase of equipment designated in the budget review narrative.

On May 10, 2005 the Sheriff of McLean County, Dave Owens, and County Administrator, John Zeunik, made available information pertaining to grant funding provided by the Edward Byrne Justice Assistant Program. On May 18, 2005 publication was made in our local newspaper soliciting public comments. Information will be presented at the County Board Meeting scheduled for June 21, 2005 for approval to enter into agreement with the Town of Normal and City of Bloomington for the disbursement of funds. Public comment will be solicited at County Board, June 21, 2005.

Respectfully,

Lt. Mike Emery



Edward Byrne Justice Assistance Grant Program 2005-
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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

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[Assurances and Certifications](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix	Chairman
Name Prefix:(Other)	
*First Name	Michael
Middle Initial (if any)	
*Last Name	Sweeney
Suffix	
Name Suffix:(Other)	
*Title	CEO
*Address Line 1	Law and Justice Center
Address Line 2	104 W. Front Street
*City	Bloomington
County	
*State	Illinois
*Zip Code	61701-2400
*Phone	309-888-5110 Ext : 5110
Fax	309-888-5111
*E-mail	john.zeunik@mcleancountyil.gov
<input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I	

I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED May 31, 2005	Applicant Identifier	
	1. TYPE OF SUBMISSION Application Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name County of McLean	Organizational Unit McLean County Sheriff		
Address Law and Justice Center 104 W. Front Street Bloomington, Illinois 61701-2400	Name and telephone number of the person to be contacted on matters involving this application Owens, David (309) 888-5034		
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 37-6001569	7. TYPE OF APPLICANT County		
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.		
12. AREAS AFFECTED BY PROJECT Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400			
13. PROPOSED PROJECT Start Date: October 01, 2004 End Date: September 30, 2008	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project IL11 IL15 IL18		
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE		

Federal	\$34,035	EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$34,035	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

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Edward Byrne Justice Assistance Grant Program 2005-

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- Application submitted and last updated on 05/31/2005
- Application is currently in progress

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GMS APPLICATION NUMBER 2005-45121-IL-DJ
(Mandatory)

STATE OF ILLINOIS
COUNTY OF MCLEAN

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MCLEAN, ILLINOIS AND TOWN OF NORMAL**

2005 BYRNE JUSTICE ASSISTANCE (JAG) PROGRAM AWARD

This Agreement is made and entered into this 6th day of June, 2005, by and between The County of McLean, acting by and through its governing body, hereinafter referred to as COUNTY, and the Town of Normal, acting by and through its governing body, hereinafter referred to as TOWN, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Article VII, Section 10 of the Illinois Constitution 1970; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the TOWN \$ 11,345 from the JAG award for the 2005 Byrne Justice Assistance Grant Program; and

WHEREAS, the COUNTY and TOWN believe it to be in their best interests to allocate the JAG funds.

NOW, THEREFORE, the COUNTY and TOWN agree as follows:

Section 1.

COUNTY agrees to pay TOWN a total of \$ 11,345 of JAG funds.

Section 2.

TOWN agrees to use \$ 11,345 for the 2005 Byrne Justice Assistance Grant Program until 9/30/08 (date).

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Illinois Tort Immunity Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against TOWN other than claims for which liability may be imposed by the Illinois Tort Immunity Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

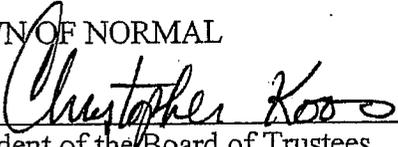
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

TOWN OF NORMAL

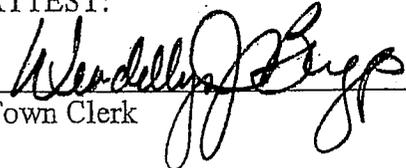
COUNTY OF MCLEAN, ILLINOIS



President of the Board of Trustees

ATTEST:

APPROVED AS TO FORM:



Town Clerk

County Attorney

APPROVED AS TO FORM:



City Attorney

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL AND COUNTY OF MCLEAN, IL
2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 31st day of May, 2005, by and between The COUNTY of McLean, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections _____, _____ Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$11,345 from the JAG award for the security upgrade Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$11,345 of JAG funds.

Section 2.

CITY agrees to use \$11,345 for the security upgrade Program until September 30, 2008(date).

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

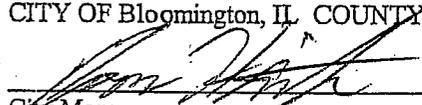
Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

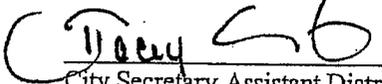
CITY OF Bloomington, IL. COUNTY OF McLean, IL.



City Manager

County Judge

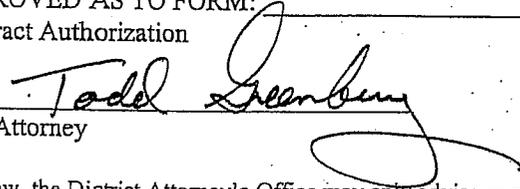
ATTEST: APPROVED AS TO FORM:



City Secretary Assistant District Attorney

APPROVED AS TO FORM:

Contract Authorization



City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

I. PURPOSE

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

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

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

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

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

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

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

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

II. PARTIES

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

III. TERMS

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

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

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

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

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

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

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

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

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

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

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Logan County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

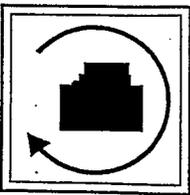
ATTEST:

Logan County Clerk

McLean County Clerk

Date

Date



McLEAN COUNTY REGIONAL PLANNING COMMISSION
115 E. WASHINGTON ST. M103 • BLOOMINGTON, IL 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

July 1, 2005

Mr. John Zeunik, County Administrator
McLean County Law & Justice Center
104 West Front Street
Bloomington, IL 61701

Re: Regional Planning Service Agreement

Dear John:

Enclosed please find two (2) copies of the Regional Planning Service Agreement for the fiscal year July 1, 2005 through June 30, 2006. After the agreements have been signed, please return one copy of the agreement. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Paul E. Russell, AICP
Executive Director

PER:tlc

REC'D
JUL 05 2005
ZONING

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2005, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2006.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

C. Staff

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2005 through December 31, 2005. Upon approval of the Fiscal Year 2006 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$3,841.50 for the period January 1, 2006 through June 30, 2006.

Chairman, McLean County Board

County Clerk, McLean County

Date



Chairman
McLean County Regional Planning
Commission



Executive Director
McLean County Regional Planning
Commission

6-10-05
Date

FIRST AMENDMENT TO THE HOST COUNTY AGREEMENT

WHEREAS, on September 21, 2004 the McLean County Board entered into a Host County Agreement with ADS of Illinois, Inc., the solid waste disposal facility located in McLean, Illinois; and

WHEREAS, said Host County Agreement specifically provides that ADS of Illinois, Inc. shall pay to the County of McLean a Host Benefit Fee and that such Host Benefit Fee shall replace the "tipping fee" on the Effective Date of the Host County Agreement; and

WHEREAS, said Host County Agreement specifically permits the McLean County Board and ADS of Illinois, Inc. to mutually agree on amendments to the Host County Agreement; now therefore,

IT IS AGREED AS FOLLOWS:

1. The parties hereto agree that for purposes of establishing when ADS of Illinois, Inc. shall commence paying the County of McLean the Host Benefit Fees, the Effective Date of the Host Fee Agreement shall be July 1, 2005.
2. Correspondingly, the parties hereto further agree that ADS of Illinois, Inc. shall no longer pay the County of McLean "tipping fees" for solid waste permanently disposed of at the ADS of Illinois, Inc. solid waste disposal facility on or after July 1, 2005.
3. The parties hereto further agree that the McLean County Board shall repeal the Resolution Amending the Solid Waste Disposal Fee effective July 1, 2005.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the ____ day of August, 2005.

COUNTY OF McLEAN

ADS OF ILLINOIS, INC.

BY: _____
MICHAEL F. SWEENEY, CHAIRMAN
MCLEAN COUNTY BOARD

BY: _____

ITS: _____

ATTEST:

ATTEST:

BY: _____
PEGGY ANN MILTON
McLEAN COUNTY CLERK

ITS: _____

**RESOLUTION REPEALING THE RESOLUTION AMENDING
THE SOLID WASTE DISPOSAL FEE**

WHEREAS, on November 19, 1991 the McLean County Board established a solid waste management fee, commonly know as a "tipping fee", of \$1.27 per ton of solid waste permanently disposed of at a solid waste disposal facility; and

WHEREAS, on September 21, 2004 the McLean County Board entered into a Host County Agreement with ADS of Illinois, Inc., the solid waste disposal facility located in McLean, Illinois; and

WHEREAS, said Host County Agreement specifically provides that ADS of Illinois, Inc. shall pay to the County of McLean a Host Benefit Fee and that such Host Benefit Fee shall replace the "tipping fee" on July 1, 2005, which is the effective date of the Host County Agreement; and

WHEREAS, said Host County Agreement specifically provides that the County's "tipping fee" Resolution dated November 19, 1991 be repealed by the McLean County Board, now therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois that effective July 1, 2005, the Resolution Amending the Solid Waste Disposal Fee be and is hereby repealed.

Adopted this ____ day of August, 2005.

MICHAEL F. SWEENEY
CHAIRMAN OF THE
MCLEAN COUNTY BOARD

ATTEST:

PEGGY ANN MILTON
COUNTY CLERK OF THE
MCLEAN COUNTY BOARD