

Proceedings
of the
County Board
of
McLean County,
Illinois

September 15, 2009

*Subject to approval at
October 20, 2009
County Board Meeting*



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September 15, 2009

The McLean County Board met on Tuesday, September 15, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

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

The following Members were absent:

Members Laurie Wollrab and John Butler.

Consent Agenda:

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

- A. Approval of the Proceedings of the County Board, August 18, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of Local Agency Amendment #1 for Federal Participation, Sec 07-00058-06-WR – Horse Farm Rd. (CH 21)
 - 2) Request Approval of Local Agency Amendment #1 for Federal Participation, Sec 05-00071-04-RS – Towanda Overpass @ I-55 (CH 29)
 - 3) Request Approval of Yates Road District (RD) Joint Culvert Petition, 2009 Yates RD Joint Culvert – 3160 East Road
 - 4) Request Approval of Funk’s Grove Road District (RD) – Joint Bridge Repair Petition, 2009 Funk’s Grove RD Joint Bridge Repair – 1200 East Road
 - 5) Request Approval of Sec 08-0090-01-SC – Dawson Lake Road:
 - (1) Motor Fuel Tax (MFT) Resolution
 - (2) County Highway Fund Resolution
 - 6) Request Approval of Resolution by the County Board of McLean County Delegating the Authority to Set and Post a Special Speed Limit while Traveling through a Highway Construction Zone at the Towanda Overpass
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application of case ZA-09-05 on parcel (10) 20-02-200-010 for a map amendment to change the zoning classification from A-Agriculture District to C-Commercial District, on a 1.6 acre property which is located in Dale Township at 10501 E. 1400 North Road, Bloomington, IL
 - b) Request Approval of the application to amend Special Use Case SU-09-08 to allow the construction of a fenced paddock and permanent three sided horse shelter by amending a previously approved Special Use as an Institutional Camp at Timber Point in the A-Agriculture District on property which is located in Hudson and Money Creek Townships at 20 Timber Point Lane, Hudson, IL
 - c) Request Approval of the application in case SU-09-09 on parcel (18) 07-31-100-004 for a Special Use to allow a single family residence in the Agriculture District for the daughter of a farm owner, on a 1.85 acre property which is located in Hudson Township immediately south of 2100 North Rd and approximately ¼ mile east of 1200 E Road

- d) Request Approval of the application in case SU-09-10 on parcel (20) 09-27-400-003 for a Special Use to allow a single family residence in the Agriculture District on land unsuitable for farming, on a 3.8 acre property which is located in Lexington Township immediately west of 2800 E Rd and approximately 1/10 mile N. of 2100 N Road
- 2) Subdivision Cases:
 - a) Request Approval of the application in case S-09-04 for a Waiver of Preliminary Plan requirements and a two lot final subdivision plat for the Re-Subdivision of Interstate Park Subdivision – the two proposed lots are located in Mount Hope Township at 5676 Frontage Road, McLean, IL

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming Wednesday, October 6, 2009 as *“It’s Time to Talk Day”* and the Month of October 2009 as *“Domestic Violence Awareness Month”* in McLean County
- 2) Property Committee
 - a) Request Approval to Accept a Management Agreement between the County of McLean and the Prairielands Preservation Foundation for Non-Native Plant Species Removal – Parks and Recreation Department
 - b) Request Approval of Contract with Abraham Vending for Vending Machine Services in County Facilities – Facilities Management

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

1) REAPPOINTMENTS:

TURKEY CREEK DRAINAGE DISTRICT

Mr. David Thomas

23476 PJ Keller Highway

Lexington, IL 61753

(Three-year term to expire 1st Tuesday in September, 2012)

TURKEY CREEK DRAINAGE DISTRICT

Mr. Donald Augspurger

31865 N. 2480 East Rd.

Chenoa, IL 61626

(Complete 3-year term to expire 1st Tuesday in September, 2010)

TURKEY CREEK DRAINAGE DISTRICT

Mr. Donald Vance

26033 N 2380 East Rd.

Lexington, IL 61753

((Complete 3-year term to expire 1st Tuesday in September, 2011))

2) APPOINTMENTS:

None

3) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

 Illinois Department of Transportation	Local Agency McLean County	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Local Agency Amendment # 1 for Federal Participation	Section: 07-00058-06-WR	Fund Type: ARR, TAR	ITEP Number:	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-330-08	ARA-0494(102)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

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

Amended Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	510,000	(*)	156,900	(**)	48,100	(Bal)	715,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 510,000		\$ 156,900		\$ 48,100		\$ 715,000

*100% ARR funds NTE \$510,000; **LS \$156,900 TARP funds NTE 50% of final

construction cost Balance is LA responsibility

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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

APPROVED

Local Agency

Matt Sorensen

(Print or Type Name)

County Board Chairperson

(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

TIN Number 376001569

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

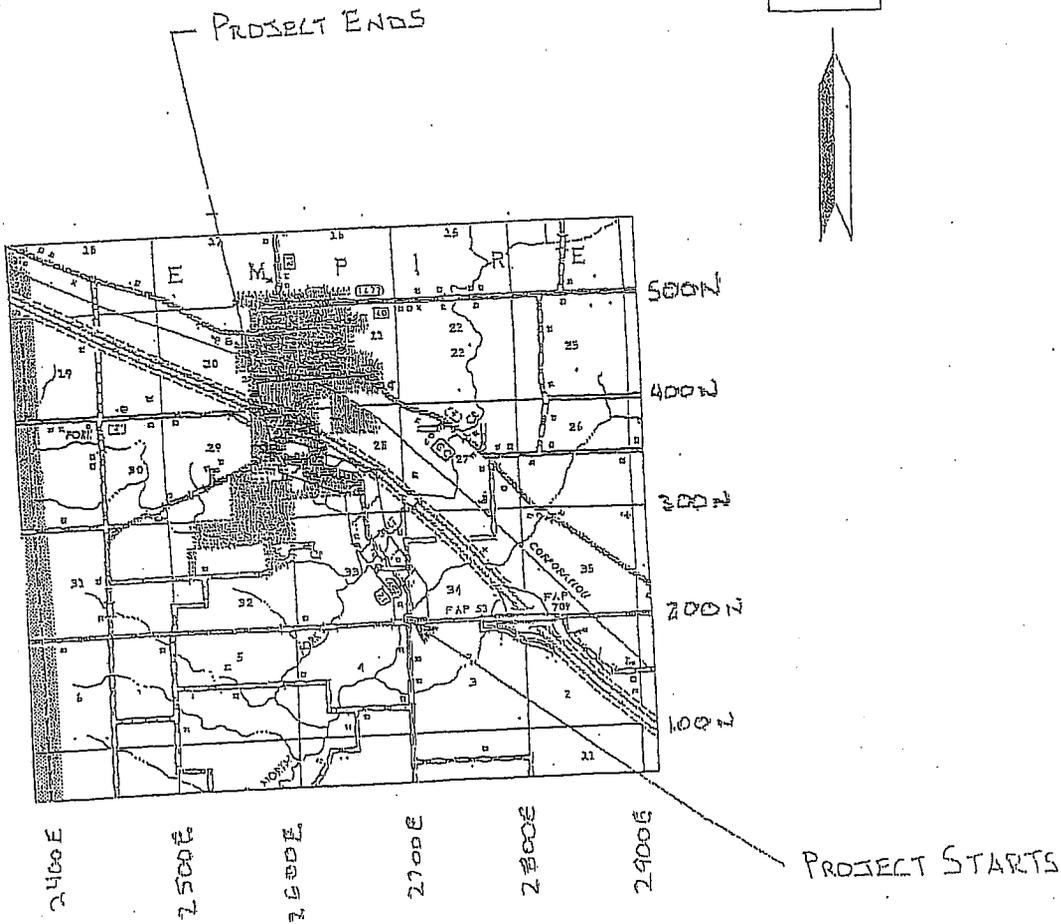
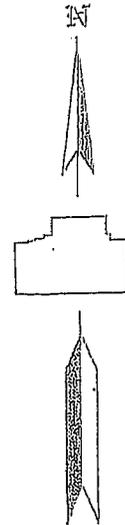
Date

~~Ann L. Schneider, Director of Finance and Administration~~

~~Date~~

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

Location Map
McLean County Section
07-00058-06-WR
Horse Farm Road (C.H. 21)



 Illinois Department of Transportation	Local Agency McLean County	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Local Agency Amendment # 1 for Federal Participation	Section: 05-00071-04-RS	Fund Type: ARU,ARR	ITEP Number:	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-317-09	ARA-0478(106)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

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

Amended Division of Cost

Type of Work	ARU	%	ARR	%	LA	%	Total
Participating Construction	1,000,000	(*)	66,520	(**)	1,243,480	(Bal)	2,310,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,000,000		\$ 66,520		\$ 1,243,480		\$ 2,310,000

*100% ARU funds NTE \$1,000,000 to be used first

**100% ARR fund NTE \$66,520 to be used second. Balance is LA responsibility.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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

APPROVED

Local Agency

Matt Sorensen

(Print or Type Name)

County Board Chairperson

(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

TIN Number 376001569

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Ann L. Schneider, Director of Finance and Administration

Date

BRIDGE CONSTRUCTION PETITION

Sec 2009 Yates Joint Culvert

TO: McLean County Board
Care of McLean County Clerk
115 E Washington St – Room 102
Bloomington, Illinois 61702

2009 Yates Joint Culvert Drainage Structure, Located on the south side of the intersection of 2700N / 3160E

Ladies and Gentlemen:

Yates Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the NW ¼ of the NW ¼ of Section 33 T 26 N, R 5E of the 3rd P.M., Yates Road District.

That of the funds appropriated at the November 2008 meeting of the McLean County Board \$3,100.00 be used as the County's share of the cost of this structure.

Yates Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Yates Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 6,200.00 and the present structure is inadequate.

Yates Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Edna
Highway Commissioner

Approved: [Signature]
County Engineer, McLean County, IL

Yates Road District

Date: 8/26/2009

ATTEST

[Signature]
Mr. Matt Sorensen, Board Chairman

Date: 9.15.2009

[Signature]
Peggy Ann Milton, McLean County Clerk

BRIDGE CONSTRUCTION PETITION

Sec 2009 Funk's Grove Joint Culvert

TO: McLean County Board
Care of McLean County Clerk
115 E Washington St - Room 102
Bloomington, Illinois 61702

2009 Funk's Grove Joint Culvert Drainage Structure, Located on 1200E, 1 mile south of Rt. 136

Ladies and Gentlemen:

Funk's Grove Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the NE ¼ of the NE ¼ of Section 12 T 21 N, R 1 E of the 3rd P.M., Funk's Grove Road District.

That of the funds appropriated at the November 2008 meeting of the McLean County Board \$4,350.00 be used as the County's share of the cost of this structure.

Funk's Grove Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Funk's Grove Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 8,700.00 and the present structure is inadequate.

Funk's Grove Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Pam Bradford
Highway Commissioner

Approved: [Signature]
County Engineer, McLean County, IL

Funk's Grove Road District

Date: 8/26/2009

ATTEST

[Signature]
Mr. Matt Sorensen, Board Chairman

Date: 9.15. 2009

[Signature]
Peggy Ann Milton, McLean County Clerk



Dawson Lake Road (08-00090-01-SC) - MFT

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 36, beginning at a point near the Southwest Corner of Northwest 1/4 of the Northwest 1/4 of Section 26, T23N, R4E, of the 3rd P.M. (1/2 mile West of CH17 on CH36) and extending along said route(s) in a(n) Easterly direction to a point near the Southwest Corner of the Northwest 1/4 of Section 29, T23N, R5E, of the 3rd P.M. (3100E) a distance of approximately 16,400 feet (3.106 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the reconstruction of a oil and chip road consisting of the addition of four inches of aggregate surface course, A-3 surface, and other misc. related items. (Describe in general terms)

and shall be designated as Section 08-00090-01-SC and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred Fifty Thousand dollars, (\$150,000.00)

from the County's allotment of Motor Fuel Tax Funds for the right of way and engineering of this improvement; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, Chairman - McLean County Board

Table with columns for Approved, Date, Department of Transportation, and Regional Engineer.

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, 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, IL

on September 15, 2009 Date

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 15 day of Sept A.D. 2009 (SEAL) Peggy Ann Milton County Clerk



Dawson Lake Road (08-00090-01-SC) - Highway

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 36, beginning at a point near the Southwest Corner of Northwest 1/4 of the Northwest 1/4 of Section 26, T23N, R4E, of the 3rd P.M. (1/2 mile West of CH17 on CH36) and extending along said route(s) in a(n) Easterly direction to a point near the Southwest Corner of the Northwest 1/4 of Section 29, T23N, R5E, of the 3rd P.M. (3100E) a distance of approximately 16,400 feet (3.106 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the reconstruction of a oil and chip road consisting of the addition of four inches of aggregate surface course, A-3 surface, and other misc. related items. (Describe in general terms)

and shall be designated as Section 08-00090-01-SC and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and (Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Twenty Thousand dollars, (\$20,000.00)

from the County Highway Fund levy for the right of way and engineering of this improvement.

Matt Sorenson, Chairman - McLean County Board

Approved
Date
Department of Transportation
Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, In the State aforesaid, 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, IL on September 15, 2009 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 15 day of Sept A.D. 2009 (SEAL) County Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY DELEGATING
THE AUTHORITY TO SET AND POST A SPECIAL SPEED LIMIT WHILE
TRAVELING THROUGH A HIGHWAY CONSTRUCTION ZONE AT THE
TOWANDA OVERPASS

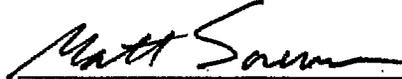
WHEREAS, 625 ILCS 5/11-605.2 allows the County Board of McLean County, Illinois, to delegate to its County Engineer the authority to set and post a reduced speed limit for a construction zone on county highways; and,

WHEREAS, because of safety concerns for the traveling public, the construction workers and county personnel, on County Highway 29, Construction Section 05-00071-04-RS (Reconstruction of the Towanda Overpass at Interstate 55), a reduced speed limit within the construction zone is needed; and,

WHEREAS, the McLean County Engineer has evaluated the aforementioned construction zone and determined that a reduced speed limit of 30 miles per hour should be established during the remainder of the construction project.

THEREFORE, BE IT RESOLVED that the McLean County Engineer is hereby authorized to set and post a 30 mile per hour speed limit on County Highway 29, Construction Section 05-00071-04-RS (Reconstruction of the Towanda Overpass at Interstate 55); and,

BE IT FURTHER RESOLVED that the McLean County Engineer shall maintain a record as required in 625 ILCS 5/11-605.02.



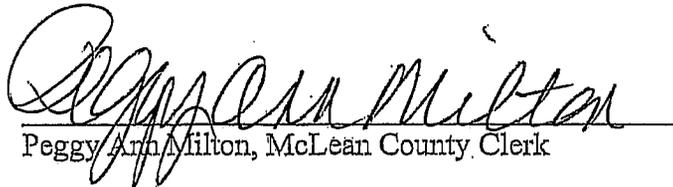
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 15, 2009.

~~IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15th day of September A.D., 2009.~~

[SEAL]



Peggy Ann Milton, McLean County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sheryl Brown in case ZA-09-05 on parcel (10) 20-02-200-010 requesting a map amendment to change the zoning classification from A-Agriculture District to C-Commercial District, on a 1.6 acre property on Lot 1 of the Clemons Subdivision which is part of the northeast ¼ of Section 2, Township 23N, Range 1E of the 3rd P.M., and is located in Dale Township at 10501 E. 1400 North Road, Bloomington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on September 1, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 1.6 acre property is relatively flat and drains to the east. The property contains a single family dwelling and out buildings. The property has 342 feet of frontage on the south side of IL Route 9 which is an asphalt road 25 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the Agriculture District. The land to the east south and west is in the C-Commercial District. The land to the north contains a single family dwelling. The land to the east and west is in crop production. The land to the south contains a dwelling and land in crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from A-Agriculture District to C-Commercial District on approximately 1.6 acres. The trend of development in the area is toward Commercial. The subject property is adjacent to the C-Commercial District to the east, west, and south that was zoned to the Commercial District in 1986 in case number 86-22-Z.
2. **The proposed zoning classification is appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The topography and dimensions of the property are suited for both the Agriculture District and the C-Commercial District. The applicant proposes to tear down the existing dwelling and outbuildings on the property and clear the site to a pristine condition.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 342 feet

of frontage on the south side of IL Route 9. It appears that safe site distance can be provided at the existing house entrance

4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on IL Route 9 which is an arterial highway.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the C-Commercial District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is not located within the 100 year flood hazard area. The applicant would need to provide storm water plans when developing the property.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the C-Commercial District.** This standard is met. The Dale Township Fire Protection District provides fire protection for the subject property. The applicant would need to obtain approval from the County Health Department for a septic system before obtaining a building permit.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of C-Commercial District.

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

Respectfully submitted this 1st day of September 2009, McLean County Zoning Board of Appeals

Drake Zimmerman

Acting Chair

Drake Zimmerman, Acting Chair
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz
Julia Turner, Alternate Member

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

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of C Commercial District on Lot 1 of the Clemons Subdivision, a 1.6 acre property which is part of the northeast ¼ of Section 2, Township 23N, Range 1E of the 3rd P.M., and is located in Dale Township at 10501 E. 1400 North Road, Bloomington, IL; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-09-05 according to law; and

WHEREAS, the McLean County Zoning Board of Appeals has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

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

Adopted by the County Board of McLean County, Illinois this 15th day of September 2009

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Easter Seals Rehabilitation Center, Inc. to build a fenced paddock and permanent barn for the shelter of horses in special use case SU-09-08, parcel nos. (22) 08-07-300-007 & 011, (22) 08-18-100-002 & 023, (18) 07-13-200-003, & (18) 07-12-226-002. They are requesting to amend a special use that was granted in case 93-09-S, and amended in 98-50-S, 02-58-S, and SU-08-01 for an Institutional Camp in the Agriculture District on property which is located in Hudson and Money Creek Townships at 20 Timber Point Lane, Hudson, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 1, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 170 acre property is relatively flat and sloping in some areas, drains generally to the west to Lake Bloomington which is adjacent to the Easter Seals camp. The property has 3,300 feet of frontage on the west side of Ron Smith Memorial Highway (County Highway 63) which is an asphalt road 24 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the Agriculture District. The land to the south, east and west is in the R-1 Single Family Residence District. Lake Bloomington is to the north and west. Single family dwellings and crop production are located to the east. Single family dwellings and the lake are located to the south.

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

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to expand the Timber Point Outdoor Center by building a livestock shelter to shelter horses that are used for therapy by campers. Easter Seals has included horses and horse back riding as an essential therapeutic and recreational activity at this institutional camp for the past twenty years. The horses are rented for the camping season which is three to four months per year. The proposed livestock shelter will protect the horses during times of inclement weather.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The nearby property that is currently used for crop production or single family residences will continue to be desirable for such uses. The Easter Seals Camp has had three to four horses on the property during the summer months that they have rented for many years to provide therapy for children who have handicaps. They will continue to rent them for the summer months only. They now want to provide a shelter for the horses, and that is why they now need to amend their special use to obtain approval to build the shelter. They distribute the manure

from the horses on a 5 - 8 acre wooded area nearby that is greater than 100 feet from the lake.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The nearby property that is currently used for crop production or single family residences will continue to be desirable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed expansion will be served by a private well and septic system that has been approved by the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The County Highway Engineer has indicated the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to amend a special use to build a fenced paddock and permanent barn for the shelter of horses provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 1st day of September 2009, McLean County Zoning Board of Appeals

Drake Zimmerman

Acting Chair

Drake Zimmerman, Acting Chair
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz
Julia Turner, Alternate Member

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Ashleigh Thompson in case SU-09-09 on parcel (18) 07-31-100-004. She is requesting a special use to allow a single family residence in the Agriculture District for the daughter of farm owners, on a 1.85 acre property which is part of the northwest ¼ of Section 31, Township 25N, Range 2E of the 3rd PM which is located in Hudson Township immediately south of 2100 North Rd and approximately ¼ mile east of 1200 E Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on September 1, 2009 in Room 400, Government Center, and 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 1.85 acre property is vacant and is currently in crop production. The property has 217 feet of frontage on the south side of 2100 North Road, an oil and chip road 16 feet in width. The property is relatively flat and slopes to the north and east.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District and by land in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 81 out of 100 points. The site assessment score was 154 out of 200 points. The total LESA score was 235 points out of 300. A score of 230 points and above means the property is of very high value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the farm owners of the agricultural tract is compatible with uses in the vicinity. The applicant indicated that she is aware that wind turbines will be built in the area, that she does not have a problem with a proposed wind turbine built less than 1,500 feet but more than 700 feet from her proposed dwelling, and that she has indicated that she is a participating landowner for purposes of the special use permit for a wind farm obtained by White Oak Energy in case SU-06-19.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owners of the farm from which this property is set aside.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system that will need to be approved by the County Health Department. The property has 217 feet of frontage on the south side of 2100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained approval from the Hudson Township Road Commissioner for the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

10. **CONCLUDING OPINION:**

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the applicant is the daughter of the farm owners, provided one of the initial occupants is the applicant.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided one of the initial occupants is the applicant.

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

Respectfully submitted this 1st day of September 2009, McLean County Zoning Board of Appeals

Drake Zimmerman

Acting Chair

Drake Zimmerman, Acting Chair
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz
Julia Turner, Alternate Member

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Mike Cotter in case SU-09-10 on parcel (20) 09-27-400-003. He is requesting a special use to allow a single family residence in the Agriculture District on land unsuitable for farming, on a 3.8 acre property which is part of the Southeast ¼ of Section 27, Township 25N, Range 4E of the 3rd PM, and is located in Lexington Township immediately west of 2800 E Rd and approximately 1/10 mile N. of 2100 N Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on September 1, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The four acre property is vacant and is currently in pasture and woods. The property has 360 feet of frontage on the west side of 2800 East Road, an oil and chip road 16 feet in width. The property is relatively flat and drains to the north.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The property to the north is in pasture. The property to the east, south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 80 out of 100 points. The site assessment score was 122 out of 200 points. The total LESA score was 202 points out of 300. A score of below 220 points means the property is of low value for agricultural land protection.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is partially wooded and not desirable for crop production. The applicant will need to obtain a one lot subdivision.
2. ~~The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.~~ This standard is met. The property is part wooded and has relatively poor soils. The site where the proposed house is to be located has mature trees, a machine shed and a pasture area that is not in crop production. The Mackinaw River is adjacent to the north of the proposed home site. Nearby property that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is

partially wooded and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 360 feet of frontage on the west side of 2800 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing farm entrance. The applicant has obtained an approval from the Lexington Township Road Commissioner to use the existing farm entrance for the proposed residence.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. The applicant plans to build a residence on an area of his land that is not suitable for crop production.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met. The LESA shows the property has low value for agricultural land protection.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be unsuitable for farming, provided a one lot subdivision is approved.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided a one lot subdivision is approved

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

Respectfully submitted this 1st day of September 2009, McLean County Zoning Board of Appeals

Drake Zimmerman

Acting Chair

Drake Zimmerman, Acting Chair
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz
Julia Turner, Alternate Member

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-09-04

1. REFERENCE:

- a. Meeting date: September 3, 2009
- b. Subdivider's name: Craig Alexander
- c. Subdivision name: Re-subdivision of Interstate Park Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

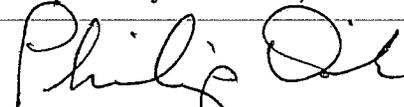
- a. Property location: 5676 Frontage Road, McLean, IL
- b. Township: Mount Hope Township
- c. Parcel Numbers: (23) 33-01-200-007 & 33-01-200-014
- d. Existing zoning: C-Commercial and M-1 Restricted Manufacturing Districts
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Re-subdivision of Interstate Park Subdivision
- f. Existing land use: The applicant plans to reconfigure Lot 1 of the Interstate Park Subdivision and the two acre tract to the north into Lots 2 and 3 of the Re-subdivision of Interstate Park Subdivision. A seed sales facility and grain storage bins are located on the property.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 2 is .8 acres and Lot 3 is 3.38 acres
- b. County Health Department: Recommends approval of the request for the waiver of preliminary plan requirements and the proposed final plat
- c. County Highway Department: Recommends approval of the request for the waiver of preliminary plan requirements and the proposed final plat

Staff recommends that a waiver of preliminary plan requirements and the Re-subdivision of Interstate Park Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Re-Subdivision of Interstate Park Subdivision, File S-09-04

WHEREAS, Craig Alexander has requested a waiver from preliminary plan requirements, has filed an application for approval of a final plat for the Re-Subdivision of Interstate Park Subdivision, file number S-09-04, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Craig Alexander has reconfigured Lot 1 of the Interstate Park Subdivision and the two acre tract to the north into Lots 2 and 3 of the Re-Subdivision of Interstate Park Subdivision; and

WHEREAS, a seed sales facility and grain storage bins are located on the property; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

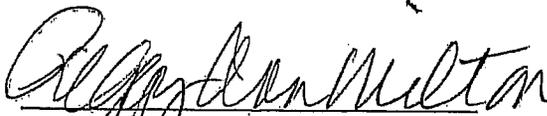
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

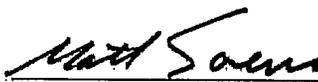
BE IT ORDAINED that the said waiver and final plat for the aforesaid Re-Subdivision of Interstate Park Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 15th day of September, 2009

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING
TUESDAY, OCTOBER 6, 2009 AS
"IT'S TIME TO TALK DAY" AND
THE MONTH OF OCTOBER 2009 AS
"DOMESTIC VIOLENCE AWARENESS MONTH" in McLEAN COUNTY**

WHEREAS, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and,

WHEREAS, domestic violence is one of the most pervasive problems in our society; and

WHEREAS, open discussion is the first step in promoting healthy relationships and overcoming domestic violence; and,

WHEREAS, the Corporate Alliance to End Partner Violence and partners have established "*It's Time to Talk Day*" on October 6, 2009; and the month of October is established each year nationally as "*Domestic Violence Awareness Month*"; and

WHEREAS, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects every aspect of a community's safety and wellness; and

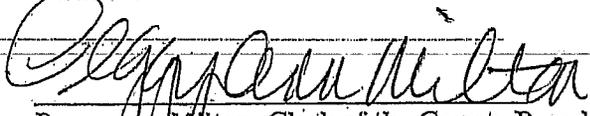
WHEREAS, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are co-sponsoring "*It's Time to Talk Day*" activities to raise awareness throughout local communities as part of October as "*Domestic Violence Awareness Month*";

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

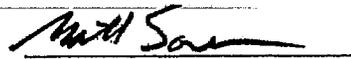
- (1) The McLean County Board hereby proclaims Tuesday, October 6, 2009 as "*It's Time to Talk Day*" in McLean County, and the month of October as "*Domestic Violence Awareness Month*" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of September, 2009.

ATTEST:


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

APPROVED:


Matt Sorensen, Chairman
McLean County Board

MANAGEMENT AGREEMENT

This Agreement made and entered into this 15th day of September, 2009, by and between the COUNTY OF McLEAN, Illinois hereinafter referred to as the "County" and the Prairielands Preservation Foundation, a not-for-profit corporation, hereinafter referred to as the "Foundation"

WHEREAS, The City of Bloomington acquired a 90 acre tract of land adjacent to a portion of the City's Evergreen Lake Property.

WHEREAS, the County enter into a Management Agreement with the Foundation to manage said property as a natural area for a period of twenty-five (25) years from and after the transfer of said premises.

WHEREAS, the Foundation has offered to manage additional lands owned by the City of Bloomington within the boundaries of COMLARA Park adjacent to the 90 acre parcel; and

WHEREAS; the County finds that entering into a Management Agreement with the Foundation will further the goal of preserving the natural areas around COMLARA Park/Evergreen Lake in accordance with the "COMLARA Park/Evergreen Lake Master Plan"

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. FOUNDATION DUTIES. The Foundation represents that it is qualified and willing to perform the services described below as a conservation organization and shall perform appropriate land stewardship practices on the premises described herein on Attachment A. These practices are to include but may not be limited to exotic species control and native plant seeding. Any herbicide application must be approved by the County before usage on any areas within park boundaries. The Foundation agrees that any Foundation staff will be certified by the State of Illinois Department of Agriculture to apply any herbicides.

2. RIGHTS RESERVED. The County shall have the right to use the property for all purposes that are not inconsistent with the purpose of the Management Agreement.

3. TERM OF CONTRACT. This contract shall begin on July 1, 2009, "commencement date" and shall remain in effect until July 1, 2034, "expiration date."

4. TERMINATION AND DEFAULT. A review of the success of this Management Agreement will be performed at the end of each year of work by the County and the Foundation. If Foundation fails to perform its obligations hereunder, the County may provide written notice of such failure to the Foundation setting forth the specifics of such failure. The Foundation shall have twenty (20) days to correct the default or if the default cannot be reasonably corrected within said period of time to commence

correction. If the default is not corrected or if corrected action is not begun within twenty (20) days as provided herein and thereafter diligently pursued, the County may elect to terminate this contract by giving thirty (30) days written notice to the Foundation.

5. PERFORMANCE OF WORK.

A. The Foundation shall perform all work required hereunder in accordance with the highest standards of wildlife management and conservation practices in accordance with all laws and regulations and shall obtain any permits or licenses required.

B. The work contemplated by the parties hereto includes control of exotic species, the planting and restoration of native plant species, and the planting of plants that are specifically utilized as food sources for wildlife.

C. The Foundation shall have sole discretion to determine the timing, nature and scope of the work to be performed. Foundation shall not be required to notify the County when or where it will be performing work and the Foundation shall not be required to obtain prior approval from the County to perform any of the work contemplated under this agreement.

D. The work to be performed hereunder shall be at no cost to the County. However, the County shall cooperate with the Foundation in seeking the proceeds of government conservation programs to defray the management costs incurred by Foundation.

6. LIABILITY/INSURANCE. The work to be performed under this contract shall be performed entirely at the Foundation's risk. The Foundation agrees to indemnify and hold the County harmless for any and all liability or loss arising in any way out of the performance of this contract. The Foundation shall carry appropriate workers' compensation, hazard and liability insurance coverage during the term of this contract. Upon request from the County, the Foundation shall have the County named as an additional insured on the Foundation's policy and provide the County with evidence that the appropriate insurance coverage is in effect.

7. RELATIONSHIP. The Foundation is not an agent of the County for any purpose.

8. ASSIGNMENT/SUBCONTRACT. The Foundation may not assign or transfer this Agreement without the prior written consent of the County. The Foundation may elect to subcontract for some of the work to be performed so long as the work is performed within the guidelines of this Agreement. The Foundation shall provide County with copies of any such Agreements.

9. NOTICES. Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

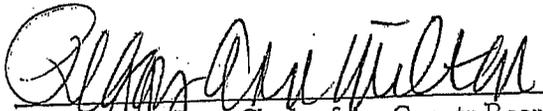
10. CERTIFICATION. The Foundation certifies that it is a conservation organization engaged in the business which is the subject of this contract and the tax identification number is correctly identified in this contract.

11. BINDING EFFECT/AMENDMENTS. This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

ADOPTED by the McLean County Board this 15th day of September, 2009.

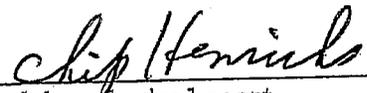
ATTEST:

APPROVED:


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

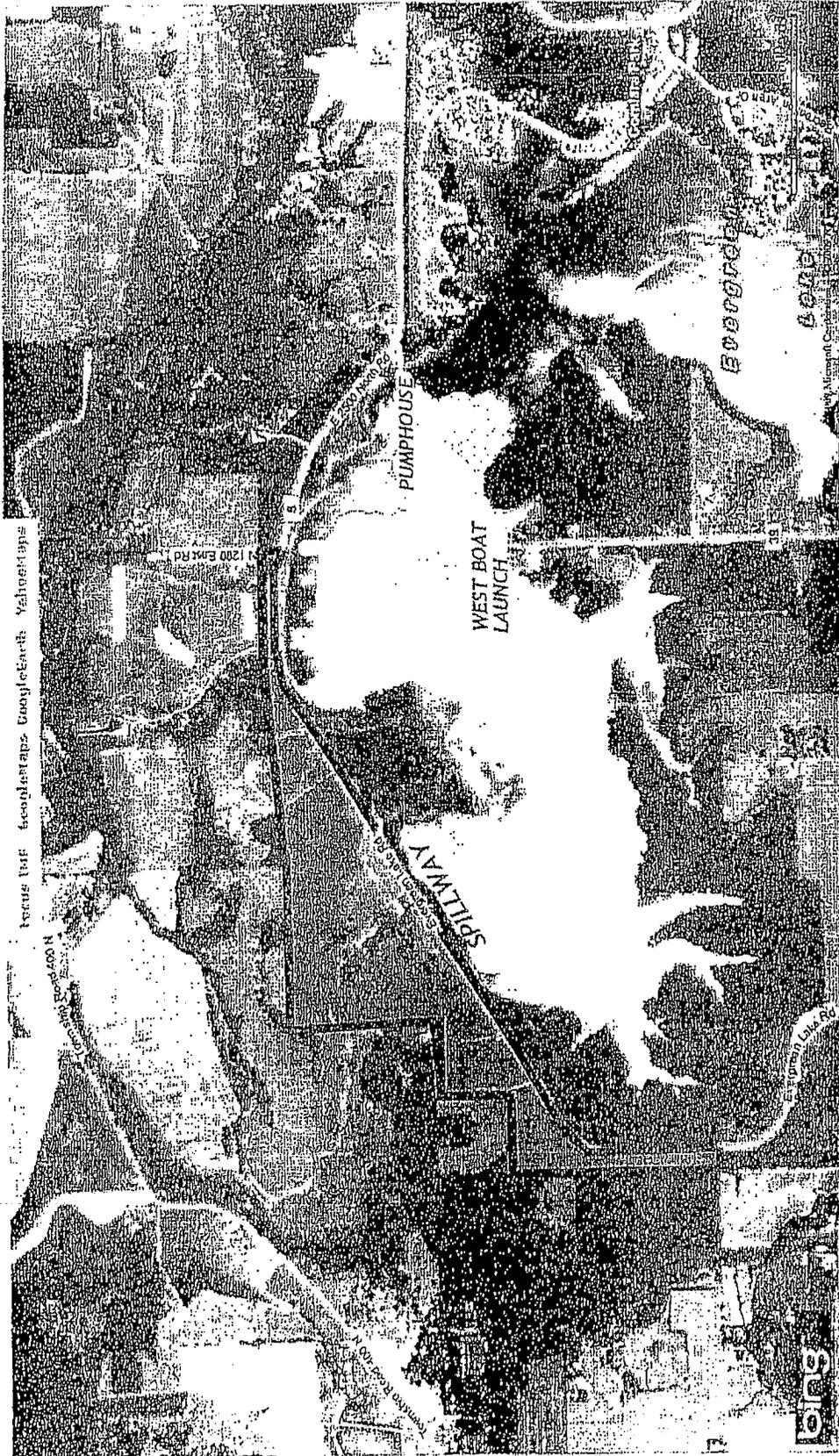

Matt Sorensen, Chairman
McLean County Board

Prairielands Preservation Foundation,
a not-for-profit corporation

By: 
Its duly authorized agent

Date: 9/24/09

Attachment A



PrairieLand Preservation Foundation
Proposed Non-Native Plant Species Removal Area

LOCAL CONSERVATION

Your acreage can be a legacy



Prairie Lands Preservation Foundation
217 South Orr Drive
Normal, IL 61761
(309) 452-9124
prairielandspf@aol.com
www.prairielandspreservationfoundation.org

10% recycled paper

The Prairie Lands Preservation Foundation is recognized as a not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Contributions are deductible for income tax purposes.



Prairie Lands Preservation Foundation

generous landowners who
donate to the local conservation
agreements, talk to know what
conservation easements to
the Prairie Lands Preservation
Foundation are inspired by many
things. They love the Midwest,
they feel connected to their
land and they wish to leave a
legacy for future generations.
This is at the heart of our
work to permanently protect
valuable natural resources.

The connection people feel to their land runs deep. It is the backdrop to their stories. In order for generations to come to have their lives filled with the same richness, you may want to ensure that your land is preserved.

Preservation of land is two-fold. First, natural habitats need to be restored, maintained, and protected. Second, it is important for land to stay in the family, so to speak, so it is not lost forever to being subdivided and developed.

Prairie Lands Preservation Foundation cares about these matters and how they affect us locally. We believe every acre counts and will help preserve what we love so much about Central Illinois.

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Conservation Easements

One way to conserve private land is through a conservation easement. This is a legal agreement the landowner makes that permanently limits the use of the land. The easement is a legal document recorded in your county. Prairie Lands Preservation Foundation is a land trust that will ensure the easement is being followed for you and for future owners.

With a conservation easement you still own the land, but you are placing a conservation easement over it which will prohibit your land from being developed. The easement will "run with the land" and it will reflect your wishes.

There is flexibility in designing a conservation easement for preserving its natural resources for a healthy environment. You can grant conservation easements in your will and can use Prairie Lands Preservation Foundation as an estate vehicle.

For 2008 and 2009, Congress is giving a break for qualified conservation easements: 50 percent federal tax incentive deduction for non-farmers and 100 percent deduction for farmers for the next 15 years. Contact Prairie Lands Preservation Foundation for more information.

Donations

Prairie Lands Preservation Foundation accepts donations of ecologically sensitive lands and gifts of money to fund acquisitions and plantings. Your donation to this charitable organization is tax deductible. Check with your tax professional.

To make a donation, send your check or money order made payable to Prairie Lands Preservation Foundation to:

Prairie Lands Preservation Foundation
217 South Orr Drive
Normal, IL 61761

Grants

Prairie Lands Preservation Foundation also seeks grants from people, corporations, and governmental agencies that will help achieve our goals.

Prairie Lands Preservation Foundation Goals

- Promote natural habitat development through native prairie seedling, food plots, shelter belts, woodland plantings, restoration of wetlands, and preservation of woodlands
- Protect and maintain habitats for plants, birds, mammals, amphibians and flora and fauna
- Provide conservation easement subsidies to eligible landowners
- Educate the public on prairie values and the importance of natural and cultural resources
- Promote the use of native plants and animals in landscaping and horticulture



Agreement

WHEREAS, the County of McLean, a body corporate and politic, whose administrative offices are located in Room 401 at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, as client, (hereinafter referred to as "COUNTY"), and Joe Abraham & Sons Vending, 921 Detweiller Drive, Peoria, Illinois 61615, as vendor, (hereinafter referred to as "ABRAHAM"), desire to continue a vendor/client agreement whereby ABRAHAM shall provide complete vending machine services of food and beverage items in selected COUNTY facilities; and,

WHEREAS, ABRAHAM shall provide complete vending machine services to COUNTY for eighteen percent (18%) of total sales through monthly commission checks to COUNTY,

NOW, THEREFORE, it is expressly agreed to by the parties as follows:

1. ABRAHAM shall provide vending machine services at selected COUNTY facilities for an initial term beginning December 1, 2009, for a period of three (3) years, terminating on November 30, 2012.
2. The locations of vending machine units are as follows:
McLean County Law and Justice Center, 104 W. Front Street, Bloomington IL:

First Floor lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

One candy/snack machine dispensing candy, chips, crackers, cookies, and pastry items.

First Floor Sheriff's Department Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, cookies, crackers, and pastry items.

One machine dispensing refrigerated food items.

First Floor Sheriff's Department Jail Booking Secure Hallway:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

(Note: Metal cans are not allowed due to security reasons)

Third Floor Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

Third Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

Fourth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Fifth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Fifth Floor Jury Assembly Room 503:

One machine dispensing hot beverage selections (coffee and hot chocolate).
One "combo" machine dispensing cold beverages and snack food selections.

Sixth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Seventh Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. cans.

Government Center, 115 E. Washington Street, Bloomington, IL:

Basement Dining Room Vending Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing refrigerated food items.
One machine dispensing coffee and hot chocolate.

McLean County Health Department, 200 W. Front Street, Bloomington, IL

Second Floor Elevator Lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing refrigerated food items.

McLean County Nursing Home, 901 N. Main Street, Normal, IL

Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing frozen meal items.
One machine dispensing fresh refrigerated food items.

3. **Compliances:** ABRAHAM agrees to ensure that all vending machines shall meet all federal, state, and local codes, laws, regulations, ordinances, certifications, and compliances including McLean County Health Department standards, as applicable, for temperature control of refrigerated food items. Further, ABRAHAM agrees to closely monitor expiration dates of all products each time machines are refilled.
4. **Permits and Licenses:** ABRAHAM agrees to be responsible for any required vending machine permits, licenses, revenue stamps, and state inspections, if any, as applicable. Any applicable fees shall be the responsibility of ABRAHAM.
5. **Dollar Bills:** ABRAHAM agrees to provide machines that will accept one dollar bills in each unit.
6. **Vending Machine Repairs:** ABRAHAM agrees to perform needed repairs to their vending machines at their own expense and to perform needed repairs in a timely manner. Should repair parts availability exceed five (5) calendar days, ABRAHAM agrees to replace the vending machine with a similar unit as soon as it is determined that repairs will exceed five (5) calendar days.
7. **Monthly Commission Payments to COUNTY:** ABRAHAM agrees to pay COUNTY by the 15th day of each month a commission check of eighteen percent (18%) of total sales for the month just ended. A monthly sales report shall be included each month which identifies total sales by each vending machine. The monthly commission check shall contain a payment stub which shows the amount of commission by building. Failure to provide a monthly commission check to COUNTY shall be deemed a breach of contract. Commission checks shall be made payable to: **McLean County Treasurer**, and mailed to the below address:

McLean County Treasurer
Government Center – Mezzanine Level
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
8. **Length of Contract:** The initial term of this agreement shall be for three (3) years commencing on December 1, 2006, and terminating on November 30, 2009.
9. **Do No Damage:** ABRAHAM agrees to do no damage to COUNTY property during the agreement period and further agrees to reimburse COUNTY for any damage to any aspect of COUNTY property directly caused by vending machines or by servicing technicians. Repair calculations shall be performed by COUNTY and shall be binding upon ABRAHAM and beyond negotiation. Payment to COUNTY by ABRAHAM for calculated repairs shall be made by check to COUNTY within ten (10) days of receipt of damage repairs invoice.

10. **Restocking:** ABRAHAM agrees to monitor all vending machine locations and installations and shall restock depleted vending machine supplies and products to the satisfaction of COUNTY. ABRAHAM agrees to employ sufficient staff and vehicles to be used to replenish all vending machines in a timely manner. Normal restocking times shall be Monday – Friday, during the hours of 7:00 a.m. to 4:30 p.m. Should ABRAHAM desire different times, ABRAHAM may contact COUNTY staff to discuss and arrange. Most COUNTY facilities are closed on weekends.
11. **Vehicles:** ABRAHAM shall discuss with COUNTY staff agreeable places to park vending machine service vehicles.
12. **Tax Exempt Status:** COUNTY is a tax-exempt governmental entity.
13. **Non-Affiliation Clause:** Parties agree that no member of the McLean County Board or any other COUNTY official or employee shall have an interest in this agreement either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.
14. **Hold Harmless Provision:** ABRAHAM agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

ABRAHAM assumes all risk of damage to or loss of any machine and associated equipment placed in the COUNTY facilities as provided in this Agreement and hereby releases COUNTY from any and all liability for damage to or loss of any machines or equipment placed in the COUNTY'S facilities. ABRAHAM further agrees that COUNTY shall have no obligation or responsibility to insure ABRAHAM'S machines and associated equipment under any policy of insurance or self insurance program and that ABRAHAM shall have no right to any proceeds paid to the COUNTY in the event COUNTY experiences a loss in any of the facilities where ABRAHAM has machines or equipment.

15. **Insurance Provisions:** In accordance with COUNTY insurance requirements, ABRAHAM agrees to provide the following insurance during the term of this agreement and any subsequent terms:
 - a. Comprehensive General Liability Insurance for contractors to include Products and Completed Operations and Contractual Liability, with aggregate limits of no less than \$1,000,000.00.

- b. Automobile Liability Insurance covering all owned, leased, hired, and non-owned vehicles, with no less than \$1,000,000.00 aggregate limits.
 - c. Statutory Worker's Compensation Insurance according to Illinois law.
 - d. Employer's Liability with limits of no less than \$500,000.00 per occurrence.
 - e. Such insurance shall be executed by insurance companies admitted in the state of Illinois and shall be in a form acceptable to COUNTY.
 - f. The County of McLean and the McLean County Public Building Commission shall be named as "ADDITIONAL INSUREDS" on all required insurance coverages. A Certificate of Insurance evidencing such insurance shall be provided to COUNTY.
16. **Vending Items:** ABRAHAM agrees to provide vending machines and complete vending machine services, hot and cold beverages, snacks, healthy choice items (appropriately labeled with a sticker by each healthy choice selection), and refrigerated meal items. Further, ABRAHAM agrees to meet with COUNTY at least once a month on a mutually agreeable date to discuss and review:
- a. Sales
 - b. High-turn items
 - c. Low-turn items
 - d. Commission checks
 - e. Special events calendar
 - f. Equipment repairs
 - g. Lost money
 - h. Reimburse the lost money account
 - i. Reports
 - j. New items
 - k. Healthy choice items
 - l. Vending machine relocations or removals due to remodeling
 - m. Cleanliness, burned out light bulbs, spoiled or out of date items
 - n. Sales Promotions

Additionally, ABRAHAM agrees to offer items available from ABRAHAM's inventory of offerings based upon a selection made by COUNTY. The McLean County Health Department, the McLean County Nursing Home, Government Center, the McLean County Law and Justice Center, the Jury Commission (located on the fifth floor of the McLean County Law and Justice Center), and the McLean County Sheriff's Department (located on the first floor of the McLean County Law and Justice Center) will review available items and inform ABRAHAM of desired selections for the various locations.

17. **Lost Money Reimbursements:** ABRAHAM agrees to establish and maintain sufficient funds for a "lost money fund" at the following locations:
- a. The McLean County Law and Justice Center Facilities Management office to service the McLean County Law and Justice Center, Government Center, and the McLean County Health Department;
 - b. The McLean County Nursing Home

Each of these two facilities will be supplied with appropriate ABRAHAM slips to use to record lost money events for reimbursements.

18. **Electrical and Plumbing Connections:** COUNTY shall be responsible for providing electrical and plumbing connections, as needed. Further, COUNTY shall be responsible for all water bills and electric bills associated with all vending machines installed at COUNTY facilities.
19. **Outages:** In the event of electrical or water service outages, whether or not caused by COUNTY, COUNTY shall not be responsible or liable for lost sales, damaged items, spoiled products, vending machine repairs, or any liabilities pursuant to the foregoing. COUNTY agrees to notify ABRAHAM of any outages.
20. **COUNTY Notifications of Problems:** ABRAHAM agrees to provide a phone number for COUNTY to use to report any problems with the vending machines or products. ABRAHAM agrees to return the phone call in a timely manner to advise when repairs, if needed, will be implemented.
21. **Price Increases:** ABRAHAM agrees to discuss with COUNTY any desired price increases prior to price changes and to explain the reasons why price increases are being requested.

22. **Correspondence:**

If to COUNTY:
 Director, Facilities Management
 McLean County
 104 W. Front Street
 P.O. Box 2400
 Bloomington, Illinois 61702-2400
 (309) 888-5192 phone

With Copies to:
 County Administrator
 Government Center – Room 401
 115 E. Washington Street
 P.O. Box 2400
 Bloomington, Illinois 61702-2400
 (309) 888-5110

If to ABRAHAM:
 Mr. Joe Abraham
 Joe Abraham & Sons Vending
 921 Detweiller Drive
 Peoria, Illinois 61615
 (309)-689-0844 phone

23. Assignment: ABRAHAM shall not assign or in any manner transfer this agreement or any interest herein to any other entity during all terms of the agreement.

24. Partial Invalidity: In the event any term or condition of this agreement, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or any extensions thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of September, 2009.

APPROVED:

ABRAHAM:

By: Joe Abraham, President
Joe Abraham, Owner

COUNTY:

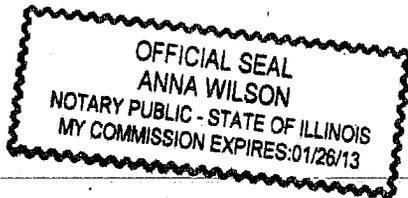
By: Matt Soren
Chairman, McLean County Board

ATTEST:

By: Anna Wilson

ATTEST:

By: Stephen Milton
Clerk of the McLean County Board



STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DAVID THOMAS
AS A COMMISSIONER OF THE
TURKEY CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of David Thomas as a Commissioner of the Turkey Creek Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

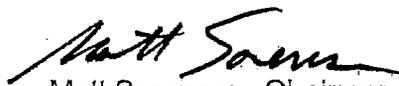
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Thomas as a Commissioner of the Turkey Creek Drainage District for a term of three years to expire on the first Tuesday in September, 2012, or until a successor shall have been qualified and appointed.

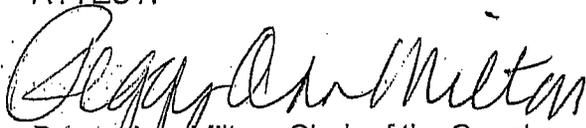
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. David Thomas; Mr. Hunt Henderson, Attorney for the District, as well as the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 15th day of September, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD AUGSPURGER
AS A COMMISSIONER OF THE
TURKEY CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Augspurger as a Commissioner of the Turkey Creek Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Augspurger as a Commissioner of the Turkey Creek Drainage District to complete a term of three years to expire on the first Tuesday in September, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Donald Augspurger; Mr. Hunt Henderson, Attorney for the District, as well as the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 15th day of September, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD VANCE
AS A COMMISSIONER OF THE
TURKEY CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Vance as a Commissioner of the Turkey Creek Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Vance as a Commissioner of the Turkey Creek Drainage District to complete a term of three years to expire on the first Tuesday in September, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Donald Vance; Mr. Hunt Henderson, Attorney for the District, as well as the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 15th day of September, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

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

Chairman Sorensen stated: I would like to invite Member Renner of the Justice Committee to the podium. I'd also like to invite Ms. Deb White to the podium from the Corporate Alliance to End Partner Violence.

Member Renner stated: "The Resolution of the McLean County Board Proclaiming Tuesday, October 6, 2009 as "It's time to talk day October 6, 2009 Day" and the month of October 2009 as "Domestic Violence Awareness Month" in McLean County. Whereas, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and, Whereas, domestic violence is one of the most pervasive problems in our society; and, Whereas, open discussion is the first step in promoting healthy relationships and overcoming domestic violence; and, Whereas, the Corporate Alliance to End Partner Violence and partners have established "It's Time to Talk Day" on October 6, 2009; and the month of October is established each year nationally as "Domestic Violence Awareness Month"; and, Whereas, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects every aspect of a community's safety and wellness; and, Whereas, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are co-sponsoring "It's Time to Talk Day" activities to raise awareness throughout local communities as part of October as "Domestic Violence Awareness Month"; Be it resolved by the McLean County Board, now meeting in regular session, as follows: (1) The McLean County Board hereby proclaims Tuesday, October 6, 2009 as "It's Time to Talk Day" in McLean County, and the month of October as "Domestic Violence Awareness Month" in McLean County. (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace. (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of the Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator. Adopted by the McLean County Board this 15th day of September, 2009.

Deb White stated: Good morning. On behalf of the Corporate Alliance to End Partner Violence and 28 other local organizations, I want to thank you so much for both Proclamations so that we can begin conversation and continue conversations about domestic violence in McLean County. Thank you very much.

EXECUTIVE COMMITTEE

Member Owens, Vice-Chairman, presented the following:

Member Owens stated: Mr. Chairman, at this time I would like to turn it back to the Chairman for the recommendation on the appointment for the position of County Auditor.

Chairman Sorensen stated: Thank you very much Vice-Chairman Owens. I can tell you as I deliberated thinking about which name to put into nomination for the position of County Auditor, after having a great Auditor like Jackie Dozier in that office for as many years as we had her, I was relieved to know that the taxpayers of McLean County weren't going to be mis-served regardless of my decision. At the same time, I am very pleased to place the name of Michele Anderson in nomination for the position of County Auditor.

Member Segobiano/Owens moved the County Board approve the Chairman's Recommendation on Appointment to the position of County Auditor. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen stated: Ms. Anderson, congratulations please come forward to be sworn in.

Ms. Anderson stated: I, Michelle Anderson, having been appointed to the office of County Auditor, in the County of McLean, in the State of Illinois, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of McLean County Auditor to the best of my ability.

Member Owens stated: The General Report can be found on pages 38-44.

TRANSPORTATION COMMITTEE

Member Hoselton, Chairman, presented the following:

Member Hoselton stated: We have no items for Board action this morning; our General Report can be found on pages 50-60.

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT

between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

MCLEAN COUNTY

Contract Number 3883

Grant Number OP-10-41-IL

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EX. A	SCHOOL BUS CERTIFICATION
EX. B	DRUG FREE WORKPLACE CERTIFICATION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and McLean County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2010, up to the corresponding identical or minimally different appropriation amount provided by Public Act 96-0046, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2010 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$910,200, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2010 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376001569 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____ by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2010.

Accepted on behalf of McLean County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

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

Gary Hannig
Secretary of Transportation

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

Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

McLean County:

Signature of Authorized
Representative

Title

Date

EXHIBIT B

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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 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 policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

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

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

McLean County:

Signature of Authorized
Representative

Title

Date

AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

I, Peggy Ann Milton, do hereby certify that I am the fully qualified and acting County Clerk of McLean County, and as such County Clerk, I am the keeper of the seal, records and files of McLean County.

I do further certify that at a duly constituted and legally convened meeting of the County Board of McLean County held on September 15, 2009, a resolution was adopted in full accordance and conformity with the by-laws and ordinances for McLean County and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

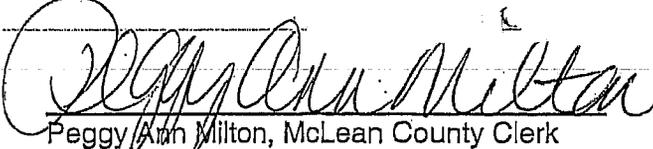
BE IT RESOLVED by the County Board of McLean County:

1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3883 Grant No. OP-10-41-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

I further certify that the original of the complete said Resolution is on file in the records of McLean County in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of McLean County this 15th day of September 2009.


Peggy Ann Milton, McLean County Clerk

McLean County Board Resolution

Number _____

Resolution authorizing application for and acceptance of 2010 Downstate Operating Assistance Grant No. OP-10-41-IL, Contract No. 3883 with the State of Illinois

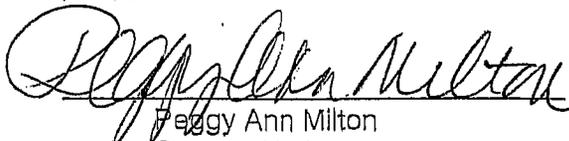
WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

BE IT RESOLVED by the County Board of McLean County:

1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3883 Grant No. OP-10-41-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

PRESENTED and ADOPTED this 15th day of September 2009

Attest:


Peggy Ann Milton
County Clerk
McLean County, IL

Approved:


Matt Sorensen
Chair
McLean County Board

Member Owens/Hoselton moved the County Board approve a Request Approval of a 2010 Rural Public Transportation Downstate Operating Assistance Grant Agreement between the State of Illinois Department of Transportation Division of Public and Intermodal Transportation and McLean County (SHOW BUS) - Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

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

WHEREAS, the McLean County Clerk has formally requested that the Precinct, Empire 1 & 2, polling place in LeRoy be moved from Water Tower Place, 212 Pine Street, LeRoy, Illinois to the LeRoy Christian Church, 603 S. East Street, LeRoy; and,

WHEREAS, the Finance Committee, at a special Stand-up Committee meeting on Tuesday, September 15, 2009, recommended approval of the request received from the McLean County Clerk; now, therefore,

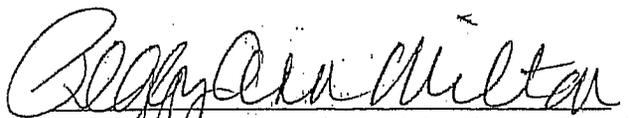
BE IT RESOLVED by the McLean County Board as follows:

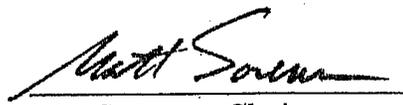
- (1) The McLean County Board hereby approves the recommendation received from the McLean County Clerk that the Precinct, Empire 1 & 2, polling place in LeRoy, Illinois be moved from the Water Tower Place, 212 Pine Street, LeRoy, Illinois to the LeRoy Christian Church, 603 S. East Street, LeRoy, Illinois.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

ADOPTED by the McLean County Board this 15th day of September 2009.

ATTEST:

APPROVED:


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


 Matt Sorensen, Chairman
 McLean County Board

Member Owens/Soeldner moved the County Board approve a Request Approval of the Resolution of the McLean County Board Approving the Request Received from the McLean County Clerk to Change Polling Places - County Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: Another item for information, we have had about \$500,000 come in from State of Illinois bringing probation officers up to date, which the Committee has shown frustration over the last few months. I did want to make that announcement that those monies have come in. We appreciate the State in sending that payment to us. There is no General Report for Finance Committee; we had Stand Up this morning to approve the two items plus the report of the Treasurer.

JUSTICE COMMITTEE

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
Requesting Agency or Department: TASK FORCE 6	This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
Granting Agency: ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY	Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
Grant Title: EXPANDING MULTI-JURISDICTIONAL NARCOTICS UNITS	Grant Date: Start: 10/1/2009 End: 09/30/2010
Grant Amount: \$64,106.00	Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded
Match Amount (if applicable): Required Match : \$ 21,369.00 Overmatch: \$101,349.00	Expected Initial Receipt Date: 11/15/2009 \$20,000.00 WITH 3 ADDITIONAL DISBURSEMENTS TO BE RECEIVED QUARTERLY
Grant Total Amount: \$186,824.00	Source of Matching Funds (if applicable): TASK FORCE 6 OPERATING FUNDS
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Grant Costs Information																									
Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="center">2</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$ 146,370.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 3,640.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$ 150,010.00</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$ 36,814.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$ 36,814.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$ 186,824.00</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	2	Personnel Cost	\$ 146,370.00	Fringe Benefit Cost	\$ 3,640.00	Total Personnel Cost	\$ 150,010.00	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$ 36,814.00	Total Additional Expenses	\$ 36,814.00	GRANT TOTAL	\$ 186,824.00	Description of equipment to be purchased: NOT APPLICABLE Description of subcontracting costs: NOT APPLICABLE Other requirements or obligations:
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	2																								
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Equipment	\$																								
Other	\$ 36,814.00																								
Total Additional Expenses	\$ 36,814.00																								
GRANT TOTAL	\$ 186,824.00																								

Responsible Personnel for Grant Reporting and Oversight:

Sherriff Mike Casney
Department Head Signature

8/26/2009
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman	Date

Form Date: 4/21/06

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units

AGREEMENT NUMBER: 407020

PREVIOUS AGREEMENT NUMBER(S): 406020, 405220, 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416

ESTIMATED START DATE: October 1, 2009

SOURCES OF PROGRAM FUNDING:

FUND FFY JAG 07 Funds:	\$ 64,106
Matching Funds:	\$ 21,369
Over-Matching Funds:	\$ 101,349
Total:	\$ 186,824

IMPLEMENTING AGENCY: County of McLean

ADDRESS: Government Center
115 E. Washington, Suite 401
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date: 075597187
2-23-2010

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 79-252-1630
7-31-2010

AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: Chairman, McLean County Board
TELEPHONE: (309) 888-5180

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

PROGRAM AGENCY: Task Force Six

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

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force 6 Commander
TELEPHONE: (309) 452-9961
E-MAIL: hallorb@isp.state.il.us

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

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

INTERAGENCY AGREEMENT

Edward Byrne Memorial Justice Assistance Grant Program, (Byrne/JAG) 2005

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on Behalf of the Task Force Six, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Suite 401, Bloomington, Illinois 61701, for implementation of the Expanding Multi-Jurisdictional Narcotics Unit 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 Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 the Authority and the Consolidated Appropriations Act of 2005, named the following program areas as the focus of the Illinois State Drug and Violent Crime Control Strategy for federal fiscal year 2007:

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

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

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

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2009 through September 30, 2010.

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.

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. 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 11 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 \$64,106.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat

such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

SECTION 5. MATCH

Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 7. EXHIBITS

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

SECTION 8. NON-SUPLANTATION

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

SECTION 9. OBLIGATIONAL LIMITATION

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

SECTION 10. PROGRAM INCOME

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

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

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 12. MAINTENANCE OF RECORDS

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

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

SECTION 13. INSPECTION AND AUDIT

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

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

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

SECTION 14. 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 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

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

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

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

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

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

SECTION 16. ASSIGNMENT

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

Agency is bound and obligated.

SECTION 17. SUBCONTRACTING

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

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

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

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

SECTION 18. INDEPENDENT CONTRACTOR

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

SECTION 19. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching 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 or matching 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.

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

SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to begin work.

The Authority's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, should receive written notification regarding any information technology project funded by this grant. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

SECTION 21. INFORMATION SHARING

The Implementing Agency, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. The Implementing Agency shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice, etc.*) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.
2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

SECTION 22. CONFLICT OF INTEREST

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

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

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994

OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)

OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).

The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

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

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

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

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

SECTION 25. 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 26. 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).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;

The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

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

SECTION 27. CONFIDENTIALITY OF INFORMATION

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

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

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

SECTION 28. 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 29. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 # 2007-DJ-BX-0084, 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 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: County of McLean

Taxpayer Identification Number: 37-6001569

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

Legal Status (check one):

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

SECTION 40. 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: 16.738 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2007) Grant Program DJ-BX-0084. Grant Award Year: Federal Fiscal Year 2007

SECTION 41. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 075597187

Program Agency's DUNS Number: 792551630

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The Implementing Agency must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

The Implementing Agency's CCR registered or renewed on: 2-23-2010

The Program Agency's CCR registered or renewed on 7-31-2010

c) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

SECTION 42. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

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

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies*

that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program

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

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
 - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

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

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and

- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

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

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

SECTION 43. 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 44. 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 45. 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 46. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

SECTION 46.1 SPECIAL CONDITION FOR CONTRACTORS (Applicable to independent contractors, not employees, of the Implementing Agency)

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 47. FAILURE TO FILE IN A TIMELY FASHION.

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

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

SECTION 48. ACCEPTANCE

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

Jack Cutrone
Jack Cutrone
Acting Executive Director
Illinois Criminal Justice Information Authority

DUPLICATE
ORIGINAL

9/28/09
Date
OK SJB
9/28/09

Matt Sorensen
Matt Sorensen
Chairman
County of McLean

9-15-09
Date

Rebecca C. McNeil
Rebecca McNeil
Treasurer
County of McLean

9-15-09
Date

Michael J. Reidy
Michael J. Reidy
Policy Board Chairman
City of Clinton

8/21/09
Date

TASK FORCE 6
AGREEMENT # 407020
EXHIBIT A: PROGRAM NARRATIVE

I. SUMMARY OF PROGRAM

Task Force 6 is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police, McLean County Sheriff's Department, Illinois State University Police Department, DeWitt County Sheriff's Department and Clinton Police Department. Task Force 6 is the only narcotics unit serving DeWitt County and rural McLean County. While the Bloomington Police and Normal Police have narcotics units, Task Force 6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. Task Force 6 remains the primary drug enforcement unit servicing the campus of Illinois State University which has a student population of 20,000. The population of DeWitt and McLean counties is approximately 167,000 residents. Task Force 6 is located in Normal near the population center of the Central Illinois area.

Task Force 6 strives to improve the quality of life for residents of McLean and DeWitt Counties via aggressive narcotics enforcement. As Task Force 6 is the only narcotics unit servicing the rural areas of these counties, Task Force 6 works closely with local law enforcement and communities to combat drugs in these smaller communities, including street level crimes. Task Force 6 narcotics enforcement operation also targets mid-level and large-scale wholesale narcotics distributors. Task Force 6 remains the primary major case investigative unit for complex, long-term investigations for DeWitt and McLean counties and has a history of success in dismantling organized criminal drug enterprises. Federal funding has made the overall success of Task Force 6 possible by providing for training, supplies, contractual obligations and communications equipment such as Nextel phones. Federal funding has also provided for much needed administrative assistance to hire an office manager/asset forfeiture coordinator.

The Task Force 6 continues to lease office space in Normal. At this time, it appears Task Force 6 will remain at its current facility. Although there continues to be a parking issue with the building owners adjacent to the Task Force 6 office space, Task Force 6 has been unable to locate a facility in the same price range with adequate square footage. Although the current facility is not ideal for Task Force 6 operations, (ie, lack of parking, vault too small) Task Force 6 will attempt to remain at the current facility unless funding allows Task Force 6 to move to another facility.

II. REVIEW OF PROGRESS

Grant # 406020 listed the following goals, objectives, and performance indicators.

GOALS, OBJECTIVES, & PERFORMANCE INDICATORS (*The following goals, objectives, and performance indicators are for the 406020 Agreement.*)

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 25 Proactive Investigative Details targeting suspected cultivated cannabis growers in the McLean/DeWitt County area that have been indicated on intelligence databases as having grow equipment purchases.

Performance Indicator: The number cultivated cannabis details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Task Force 6 opened 10 investigations specifically targeting cultivated cannabis growers in McLean and DeWitt counties during the first 3 quarters. Outdoor cultivated grows are now in their peak growing season and it is anticipated numerous additional cases will be opened during the 4th Quarter reporting period.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

Performance Indicator: The number of presentations conducted. This information will be collected by the presenters and forwarded to the Task Force 6 Commander.

Thus far, Task Force 6 has conducted 3 public presentations.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt county areas.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fex Ex facilities.

Performance Indicator: The number of package interdiction details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

3 package interdiction details were conducted during the first 3 Quarters of this grant reporting period.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Performance Indicator: The number of proactive details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

During the first 3 Quarters of this grant-reporting period, Task Force 6 has conducted 9 proactive details targeting truck stops and rest areas.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in drug interdiction and narcotic enforcement.

Performance Indicator: The number of training hours. The Task Force 6 Commander will collect this information.

Task Force 6 has sent officers to the following training classes in advanced drug interdiction and narcotics enforcement.

1 Officer:	Commercial Vehicle Interdiction	16 hrs
1 Officer:	Cash Crop School	32 hrs
1 Officer:	DEA Narcotic Investigator Course	80 hrs
2 Officers:	Rental Vehicle Consensual Encounters	8 hrs
6 Officers:	Combat Gang Dynamics	16 hrs
1 Officer:	USDOJ Criminal Drug Conspiracy	16 hrs
1 Officer:	Integrated Drug and Contraband	24 hrs
		192 hrs total

III. STATEMENT OF PROBLEM

Drugs and drug related crimes continue to remain a problem to the Task Force 6 area. The university campus area of Normal, IL, continues to generate a large number of cases and arrests. Task Force 6 has noted an increase in illegal prescription drug activity. In DeWitt County, there have been 2 recent deaths attributed to prescription drugs. Task Force 6 currently has an open investigation that has identified several persons believed to be working together to distribute prescription drugs. Methamphetamine cases in the operational area of Task Force 6 including McLean and DeWitt counties continue to be near non-existent.

Crack cocaine and cocaine continue to represent a large number of Task Force 6 cases. Task Force 6 has established a strong working relationship with many local police agencies that continues to improve to combat this problem. Task Force 6 enjoys the support of the smaller

Police departments, but unfortunately these departments do not have the staffing to support assigning an officer to Task Force 6. If funding were available via expansion grant monies, Task Force 6 would wish to do a direct hire unless one of the member agencies such as McLean County could support sending a second officer to Task Force 6.

Task Force 6 serves a large geographical area that is predominately rural in nature. These rural areas are comprised of small towns with limited or no full time police departments. Many towns contract to the local Sheriff's Department for police presence. McLean County has indicated that obtaining funding/approval for an additional officer to be assigned to Task Force 6 is not possible at this time due to staffing shortages and other programs for which deputies are assigned to.

The Bloomington/Normal metropolitan area continues to experience an increased level of gang activity and gang presence. Bloomington/Normal is experiencing a surge in gang crime activity, including narcotics sales and usage. Task Force 6 is working with these local agencies and the McLean County Prosecutor's Office in an attempt to curb the unlawful sale of drugs and remove these offenders from the area as a result of aggressive investigation of these subjects and their successful prosecution and sentencing.

Task Force 6 continues in the attempt to work with local shipping facilities including DHL, Fed Ex, and UPS to address the unlawful importation of drugs utilizing these shippers. *UPS has been more cooperative during this reporting period with Task Force 6 in regards to active package interdiction and detail scheduling.* Task Force 6 continues efforts to implement ongoing package interdiction but this will take some time.

The local agencies in rural Illinois just do not have the manpower to support their own narcotics units. In order to maintain narcotics enforcement in the areas of McLean and DeWitt counties, continued federal grant funding is necessary for the continued operation of Task Force 6. Should Task Force 6 be forced to disband, criminal drug activity in these rural areas would thrive virtually unchecked by law enforcement.

Task Force 6 continually seeks opportunities to establish contacts within the community by conducting public presentations and by offering investigative assistance to local agencies and child protection agencies. Conducting drug awareness presentations continues to be one of the goals for Task Force 6, largely due to the positive feedback received and occasional intelligence and drug tips received as a result of speaking to community groups.

IV. GOALS, OBJECTIVES, & PERFORMANCE INDICATORS (The following goals, objectives, and performance indicators are for the new 407020 Agreement.)

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 20 Proactive Investigative Details targeting suspected cultivated cannabis growers in the McLean/DeWitt County area that have been indicated on intelligence databases as having grow equipment purchases.

Performance Indicator: The number cultivated cannabis details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

Performance Indicator: The number of presentations conducted. This information will be collected by the presenters and forwarded to the Task Force 6 Commander.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt county areas.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fex Ex facilities.

Performance Indicator: The number of package interdiction details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Performance Indicator: The number of proactive details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in drug interdiction and narcotic enforcement.

Performance Indicator: The number of training hours. The Task Force 6 Commander will collect this information.

V. PROGRAM STRATEGY

The Task Force 6 Policy Board, consisting of the Chief Law Enforcement Officer (or his/her designee) from each participating agency and the Task Force 6 Commander, will oversee the operations of the unit and make reports to the Authority as required. The Policy Board will have the responsibility for directing the operation of the Task Force including:

- A. Approving a budget prepared by the Commander.
- B. Prescribing financial procedures.
- C. Setting investigative priorities and targets.
- D. Establishing rules and guidelines for operations by Commander and staff.
- E. Receiving and causing to be investigated, complaints of misconduct by any member of the task force staff.
- F. Appointing or dismissing a Policy Board Director upon a vote of all policy board members.
- G. Meeting monthly (preferred), and at least quarterly and maintaining minutes of those meetings, which include the votes of the policy board on all decisions.
- H. Approving reports submitted to the Authority.

Members of the task force will remain employees of their home agency and will be expected to comply with the rules of that agency, those of the Task Force, and of the Illinois State Police. To ensure adequate staffing for investigations, the Task Force 6 Commander will approve/deny vacations and leaves before approval is requested to the Inspector's home agency. All officers assigned to the Task Force will complete a basic narcotic investigation course of no less than 40 hours as soon as the course becomes available after their assignment to the unit.

The Task Force 6 Commander will administrate and direct the day-to-day operations of the unit, with the assistance of the Task Force 6 Field Supervisor. Task Force 6 will investigate narcotics activity, and suppress such activity using all means available to the unit and its personnel. Typically, this has meant conducting covert operations targeting mid-level and large-scale distributors. These covert operations, backed up by advanced surveillance techniques and aggressive intelligence gathering has produced results.

Task Force 6 will continue to provide ongoing drug awareness and drug recognition training to community civic groups, high schools, colleges and universities, in addition to governmental agencies including Probation Officers in the Task Force 6 area. These operations, diligently applied, will ensure that Task Force 6 combats illegal drug usage from prevention efforts as well

as the enforcement efforts. Task Force 6 will continue to work in the area of package interdiction. Proactive details in area truck stops and rest areas work toward preventing the importation of drugs into and through the Central Illinois area served by Task Force 6 as well as serving to protect citizens from other crimes due to increased police presence. Task Force 6 is concentrating efforts to attack narcotics activity in the rural areas to address citizen concerns and complaints. Through the proactive details conducted in McLean and DeWitt counties, Task Force 6 hopes to develop intelligence and cultivate confidential sources to assist drug enforcement efforts. However, Federal funding of our operations remains critical to our success.

The operation of Task Force 6 is contingent upon Federal Funding. Federal funding provides Task Force 6 with: a facility (including expenses related to the operation of the facility); Office Manager; Contractual items including cellular telephones; Travel monies to train Agents; and Commodities in order for Task Force 6 to operate. Nextel phones provide instant contact with undercover officers to warn them of impending danger, along with secure and inconspicuous communications for surveillance and other tactical operations. Training for Inspectors, including basic and advanced undercover, tactical/surveillance, and interdiction school is vital for officer safety and for achieving high level investigative results. Federal funds assist Task Force 6 with acquiring needed commodities such as film, tapes, batteries, gas, oil, and maintenance costs for our surveillance vehicles.

The Office Manager ensures our agents spend less time in the office, and more time in the field. Our Office Manager types reports, transcribes court ordered overhears, maintains the case file system, compiles and maintains task force equipment inventory, answers phones, types correspondence, and assists the Commander administratively as required. The Office Manager also performs Asset/Forfeiture duties that were previously contracted to an outside source. This resulted in a savings of approximately \$8,000.00 by combining these 2 positions.

LIST OF PERSONNEL ASSIGNED BY AGENCY

Task Force Commander	Illinois State Police
Sergeant	Illinois State Police
Special Agent	VACANT
Inspector	Bloomington Police Department
Inspector	Illinois State University Police Department
Inspector	McLean County Sheriff's Department
Inspector	Clinton Police Department
Inspector	DeWitt Co. Sheriff's Department
Office Manager	Task Force 6

OTHER RESOURCES AVAILABLE TO TASK FORCE 6:

YEAR:	MAKE:	MILEAGE:	CONDITION:	OWNER:
1989	El Dorado RV	47,104	Poor	ISP
1999	Chevy SUV	117,006	Fair	Task Force 6
2000	Ford P/U	169,300	Poor	ISP
2002	Buick	86,109	Good	ISP
2002	Chrysler	101,926	Fair	Task Force 6
2004	Ford P/U	49,261	Excellent	Task Force 6
2005	Chevrolet SUV	56,593	Excellent	Task Force 6
2005	Chevrolet SUV	109,051	Good	DeWitt Co. /Task Force 6
2005	Pontiac	108,000	Good	Clinton P.D./Task Force 6
2005	Pontiac	69,101	Very Good	ISP
2007	Ford SUV	34,058	Very Good	I.S.U. P.D.
2008	Dodge Van	22,707	Excellent	McLean County
2002	Dodge Van	105,700	Fair	Bloomington P.D.

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
Conduct 20 Proactive Cannabis details	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 drug abuse presentations to rural communities	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 package interdiction details	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 6 proactive details at truck stops and/or rest areas	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Attend 80 hours of advance training in drug interdiction and narcotics enforcement.	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Submit Quarterly Reports	Quarterly	End of each Quarter of grant period	Task Force Commander Office Manager
Policy Board Meetings	Minimum Quarterly	Monthly or each Quarter	Task Force Commander Office Manager

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: Task Force 6
Agreement #: 407020

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	JAG FFY 07 Funds	\$64,106
	Subtotal:	\$64,106
Match:	Task Force 6	\$21,369
	Subtotal:	\$21,369
Over Match:	Task Force 6	\$101,349
	Subtotal:	\$101,349
	GRAND TOTAL	\$186,824

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST						\$ -

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
Audio & Video Tapes	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
Batteries & Office Supplies	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
Fuel for 2 Grant Purchased Surveillance Vehicles	\$ 41.66	12	\$ 500.00	\$ -	\$ 500.00
Maintenance for 3 Grant Purchased Surveillance Vehicles	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ 1,250.00	\$ -	\$ 1,250.00

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

\$250 in federal funds will be applied to the cost of video and audio-tapes to record field operations.

\$250 will be applied to the cost of batteries to record evidence/operations, along with office supplies.

\$500 will be applied to the cost of fuel for two grant purchased surveillance vehicles.

\$250 will be used to provide maintenance for three grant purchased surveillance vehicles. This covers routine maintenance such as oil changes, oil & fuel filters, belts and bulbs, dry ice for the rear A/C, tire replacement & other repairs.

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per year	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Alarm	\$ 175.00				\$ 1,204.00	\$ 896.00	\$ 2,100.00
Cellular Phones	\$ 580.00				\$ 6,000.00	\$ 960.00	\$ 6,960.00
Electric	\$ 317.00				\$ 2,000.00	\$ 1,804.00	\$ 3,804.00
Insurance	\$ 116.68				\$ 1,000.00	\$ 400.00	\$ 1,400.00
Rent	\$ 1,629.00				\$ 19,000.00	\$ 548.00	\$ 19,548.00
Secretary		\$20.00	2,080		\$ 31,900.00	\$ 13,340.00	\$ 45,240.00
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 61,104.00	\$ 17,948.00	\$ 79,052.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

10

SA 2004 will be applied to the alarm service for the TF6 building for 12 months @ \$175/month. TF6 will match the excess of \$896.

\$6,000 will be applied to the cellular phone service for 11 phones @ \$580/month. Cellular phones are essential in conducting operations & are used almost exclusively to communicate during surveillance details, buy-busts, to protect our undercover officers by instant notification of impending danger, and to communicate with confidential sources. TF6 will match the excess of \$960.

\$2,000 will be applied to electric service for the TF6 building for 12 months @ \$317/month. TF6 will match the excess of \$1,804.

\$1,000 will be applied to insurance coverage for two grant purchased surveillance vehicles for 12 months @ \$1,400/year. TF6 will match the excess of \$400.

\$19,000 will be applied to rent the TF6 facility for 12 months at \$1,629/month. TF6 will match the excess of \$548. (2,500 sq. ft. @ \$7.82/sq. ft. per year).

\$31,900 will be used to pay the secretary's salary for 12 months. TF6 will match the excess of \$13,340. Secretary will work 40 hours per week for 52 weeks/year for a total of 2,080 hours @ \$20/hr. FICA 6.2% = \$2,579.20, Medicare 1.45% = \$603.20, and unemployment 1.1% = \$457.60 for a total salary of \$45,240.00.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ -	\$ 104,770.00	\$ 104,770.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 1,250.00	\$ -	\$ 1,250.00
TRAVEL	\$ 1,752.00	\$ -	\$ 1,752.00
CONTRACTUAL	\$ 61,104.00	\$ 17,948.00	\$ 79,052.00
TOTAL COST	\$ 64,106.00	\$ 122,718.00	\$ 186,824.00

All procurements must be competitive

DUTIES OF SECRETARY

Types correspondence, maintains timekeeping & TF6 filing system
Transcribes recorded interviews and court ordered overhears.
Opens TF6 cases with ISP.
Maintains TF6 equipment inventory.
Handles monthly COPS Reports for Squad & Zone Activity
Reconciles monthly bank statements & maintains all financial records.
Handles all accounts payables & accounts receivables.
Maintains the receipt, disbursement, and accounting of all asset forfeitures.
Responsible for quarterly & year-end financial reporting on ICJIA grants.
Handles inspector paperwork for new, renewing, and terminated inspectors.
Responsible for monthly Agency Board Member Meeting minutes.
Responsible for TF6 vehicle license plate renewals.
Enters TF6 deconflictions into the Chicago HIDTA system.
Assists with record keeping of Cash Crop funds.
Assists TF6 Commander with other administrative duties as required.

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: 407020 Federal Grant Award Amount: \$ 64,106.00

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

Address: 104 W. Front Street, Room 105
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033 Fax #: 309/888-5072 E-mail address: Jennifer.miller@mcleancountyil.gov

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [responsible official] 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 IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official] [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, Matt Sorensen, County Board Chairman [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

County of McLean Government Center [agency/organization name], at 115 E. Washington, Suite 401
Bloomington, IL 61701 [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.

Matt Soren [Signature of Responsible Official] Matt Sorensen [Print Name and Title] County Board Chairman [Title] 9-15-09 [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: 407020

Federal Grant Award Amount: \$ 64,106.00

Grantee/Organization Name (hereafter referred to as the "Entity"): Task Force 6

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

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961

Fax #: 309/452-9981

E-mail address: hallorb@isp.state.il.us

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I, Benjamin Halloran [responsible official] 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 IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

Benjamin Halloran
[Signature of Responsible Official]

Benjamin Halloran/Commander
[Print Name and Title]

8-20-09
[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.

Matt Sorenson
[Signature of Responsible Official]

Matt Sorenson County Board Chair 9-15-09
[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"): Task Force 6

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

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961 Fax #: 309/452-9981 E-mail address: hallorb@isp.state.il.us

Grant Number/Contract Name: 407020

Certification Statement:

I, Benjamin Halloran [Responsible Official], 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>)

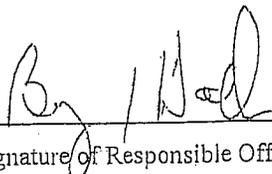
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, 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 Responsible Official]

COMMANDER

[Title]

8-20-09

[Date]

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 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 #: 37-6001569 Agreement #: 407020

Program Agency: Task Force 6

Program Title: Expanding Multi-Jurisdictional Narcotics Unit Program

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

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

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

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

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

Name: Benjamin Halloran

Title: Commander

Agency: Task Force 6

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

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

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

 X Yes, this account will maintain: (Choose one)

 Federal funds only

 X Both federal and local matching funds

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

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

 115 E. Washington, P.O. Box 2400

 Bloomington, IL 61702-2400

ATTN: Jennifer Miller

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit
Initial Cash Request

On behalf of TASK FORCE 6

I am requesting an initial cash request of \$20,000.00 as permitted in Interagency Agreement # 407020.

By [Signature]

Signature of Authorized Official

August 20, 2009

Date

Commander

Title

Expanding Multi-Jurisdictional
Narcotics Unit Program

Program Name

37-6001569

Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Requested
Disbursal _____

FED/GR

Approved
By: _____

Date _____

Date _____

Member Renner/McIntyre moved the County Board approve a Request Approval of the Task Force 6 Drug Unit Interagency Agreement 407020 with the Illinois Criminal Justice Information Authority for a Pass-through Grant of \$64,106.00 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information		
<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Department of Human Services	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 7/1/2009 End: 6/30/2010
<u>Grant Title:</u> Redeploy Illinois	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:	
<u>Grant Amount:</u> \$183,869	<u>Source of Matching Funds (if applicable):</u> n/a	
<u>Match Amount (if applicable):</u> Required Match :\$0 Overmatch: \$0	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Grant Total Amount:</u> \$183,869	<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information																									
<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$183,869</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$183,869	<u>Description of equipment to be purchased:</u> <u>Description of subcontracting costs:</u> EBP counseling and trainings provided by Catholic Charities, Heartland Comm. College, Chestnut Health Systems, Illinois State University. <u>Other requirements or obligations:</u> Licensing and training for staff to provide needed testing, & cognitive support groups for redeploy youth. Provision of electronic monitoring services
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
Fringe Benefit Cost	\$																								
Total Personnel Cost	\$																								
Additional Expenses																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$183,869																								
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>																									

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature _____ Date _____

Grant Administrator/Coordinator Signature (if different) _____ Date _____

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES AGREEMENT
FISCAL YEAR 2010

This Community Services Agreement ("Agreement") is by and between the Illinois Department of Human Services (hereinafter referred to as the "Department" or "DHS"), with its principal office at 535 West Jefferson, Springfield, IL 62702-5058 and McLean County Court Services (hereinafter referred to as the "Provider"), with its principal address at: , 104 West Front Street, Room 700, P.O. Box 2400, Bloomington, IL, 61701.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof;

WHEREFORE, it is agreed as follows:

1. TERM

This Agreement shall be effective August 18, 2009, and shall expire June 30, 2010, unless extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider **MUST** complete)

Under penalties of perjury, the Provider certifies that 376001569 is the Provider's correct Federal Taxpayer Identification Number/Social Security Number (circle one). The Provider is doing business as a (please check one).

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

3. PAYMENT

A. The estimated amount payable by the Department to the Provider under this Agreement is \$183,869.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.
- D. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. 6501 et seq.) and any other applicable Federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated amount of this Agreement.
- G. Grant funds disbursed under this Agreement and held thirty (30) days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. SCOPE OF SERVICES

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. REQUIRED CERTIFICATIONS

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a 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 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider 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 (50 U.S.C. Appx. 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. **Motor Voter Law** - The Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg et seq.).
- H. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).

- I. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).
- J. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 et seq.).
- K. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- L. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- M. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42, U.S.C. §1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain, for a minimum of six (6) years, all protected health information.
- N. **Sarbanes-Oxley Act** - The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction.

Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

- O. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- P. **Environmental Protection Act Violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- Q. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA94-0264).
- R. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities with which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- S. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- T. **Business Entity Registration** - The Provider certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Provider acknowledges that

all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

6. **BACKGROUND CHECKS**

The Provider certifies that neither the Provider, nor any employee assigned to work on the Department's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual, at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

7. **UNLAWFUL DISCRIMINATION**

The Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §2000a-§2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

8. LOBBYING

The Provider certifies that no Federally-appropriated funds have been paid or will be paid out by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. §1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. CONFIDENTIALITY

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. LIABILITY

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. MAINTENANCE AND ACCESSIBILITY OF RECORDS

- A. The Provider shall maintain, for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors (including the Illinois Auditor General), Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. RIGHT OF AUDIT AND MONITORING

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. REPORTING REQUIREMENTS

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. AUDIT REQUIREMENTS

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill. Adm. Code 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement.

For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2010.

15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

16. SANCTIONS

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

18. POST-TERMINATION/NON-RENEWAL

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.

- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

19. SUBCONTRACTS

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval of the Department. In emergencies, the Provider will request approval in writing within seven (7) days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

20. INTERNET ACCESS

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence from the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as its primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective date of the change.

21. NOTICE OF CHANGE

The Provider shall give thirty (30) days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

22. ASSIGNMENT

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

23. MERGERS/ACQUISITIONS

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, or any license related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure. The Provider agrees that it will give the Department prior notice of any such action and will provide any and all reasonable documentation necessary for the Department to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. CONFLICT OF INTEREST

The Provider agrees that payments made by the Department under this Agreement will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or 2) employed by an office or agency of State government of Illinois whose annual compensation is in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption from this provision. Provider acknowledges that the Department is under no obligation to provide such exemption and that the Department may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as the Department may require.

25. TRANSFER OF EQUIPMENT

The Department shall have the right to require that the Provider transfer to the Department any equipment including title thereto purchased in whole with Department funds. The Department shall notify the Provider in writing should the Department require the transfer of such equipment. Upon such notification by the Department, Provider will be deemed to have so transferred the equipment to the Department as if the Provider had executed a bill of sale therefor. For purposes of this Paragraph 25, equipment means any equipment used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

26. WORK PRODUCT

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright or register the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

27. RELEASES

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. PRIOR NOTIFICATION

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. INSURANCE

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

If the Provider's cost of property and casualty insurance increases by 25% or more, or if new State regulations impose additional costs to the Provider during the term of this Agreement, the Provider may request that the Department review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the Department.

30. LAWSUITS

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

31. GIFTS AND INCENTIVES PROVISION

The Provider is prohibited from giving gifts to Department employees (5 ILCS 430/10-10). The Provider will provide the Department with advance notice of the Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. RENEWAL

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. AMENDMENTS

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties.

34. SEVERABILITY

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. WAIVER

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely for the purpose of denial of such a right or remedy to the Department.

36. LAWS OF ILLINOIS

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. STATUTORY/REGULATORY COMPLIANCE

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including the American Recovery and Reinvestment Act of 2009 and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code 509, and any and all license and/or professional certification provisions.

38. ATTACHMENTS AND PROGRAM MANUALS

The following Attachment(s), and any document(s) and Program Manuals referenced in the Attachment(s), are hereby incorporated into this Agreement and can be found on the following Department website: <http://www.dhs.state.il.us/page.aspx?item=41490>

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Division of Community Health and Prevention	E	\$183,869.00

Total Dollar Amount: \$183,869.00

39. PRECEDENCE

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. ENTIRE AGREEMENT

The Provider and the Department understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either the Provider or the Department.

41. FUNDING RESERVE

Reductions in Amounts Payable; Unless otherwise provided in any Attachment or Exhibit made a part hereof, the amount(s) payable, or estimated amount(s) payable, to vendor/provider under this Agreement is/are subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois
Department of Human Services

By: _____
Carol L. Adams, Ph.D., Secretary

Date: _____

McLean County Court Services
Provider (Agency Name)

BY: _____
(Provider or Authorized Designee Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

Email Address: _____

Agreement No. 11GL249000

Illinois Department of Human Services
 Division of Community Health and Prevention

Agency Name: McLean County Court Services
 FEIN: 376001569
 Agreement No. 11GL249000
 Attachment E

FY2010
 ATTACHMENT COVER SHEET

CONTACT FOR NOTIFICATION

All notices required or desired to be sent by either party shall be sent to the persons listed below.

IDHS CONTACT

Dan Blair
 Fiscal Manager
 535 W. Jefferson, 3rd Floor
 Springfield, IL 62702-5058
 Phone: (217) 524-7758
 TTY #:
 Fax #: (217) 524-2491
 Email Address: Dan.Blair@illinois.gov

PROVIDER CONTACT

Matt Sorensen
 Director
 104 West Front Street, Room 700 P.O. Box 2400
 Bloomington, IL 61701
 Phone: (309) 888-5360
 TTY #:
 Fax #: (309) 888-5434
 Email Address: randy.macak@mcleancountyil.gov

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund Recovery Act</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
REDEPLOY ILLINOIS	L11GL249580		Grants	YES	Expenses	N/A N/A	\$183,869.00

Attachment Total \$183,869.00

NA - Not Applicable

*Expenses - Program is subject to reconciliation based on Rule 511.10a.

*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services
Division of Community Health and Prevention

Agency Name: McLean County Court Services
FEIN: 376001569
Agreement No. 11GL249000
Attachment E

FY2010
ATTACHMENT COVER SHEET - ADDENDUM

Program	Performance Measures
REDEPLOY	See your program manual for performance measures

Member Renner/Cavallini moved the County Board approve a Request Approval of an Extension of the Redeploy Grant from the State of Illinois Department of Human Services Community Services Agreement Fiscal Year 2010 - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated: The General Report can be found on pages 150-154.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

RESOLUTION ADOPTING AN AMENDMENT TO THE McLEAN COUNTY
REGIONAL GREENWAYS PLAN

WHEREAS, the County of McLean, Illinois, recognizes the need to provide recreational opportunities, preserve open space, protect environmentally sensitive areas, and maintain and enhance the quality of life for its citizens, both present and future; and

WHEREAS, the County of McLean, Illinois, approved a McLean County Regional Greenways Plan on July 22, 1997; and

WHEREAS, the County of McLean, Illinois, needs to update the McLean County Regional Greenways Plan periodically; and

WHEREAS, the County of McLean, Illinois, recognizes the need for a comprehensive and coordinated approach to planning and providing greenways on a region wide basis; and

WHEREAS, the McLean County Regional Planning Commission is the designated long range planning agency for the McLean County, Illinois, region; and

WHEREAS the McLean County Regional Planning Commission has developed an update to the Regional Greenways Plan in cooperation with the McLean County Greenways Coalition and in accordance with the planning guidelines established by the Illinois Department of Natural Resources; and

WHEREAS, public input has been obtained throughout the planning process from the participation of the McLean County Greenways Coalition; and

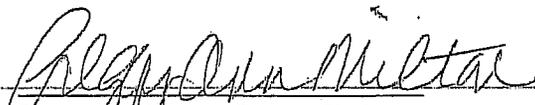
WHEREAS, the Land Use and Development Committee of the McLean County Board recommends approval of the McLean County Regional Greenways Plan as amended; now, therefore,

BE IT RESOLVED that the McLean County Regional Greenways Plan, as amended, is hereby approved.

Adopted by the County Board of McLean County, Illinois this 15th day of September 2009.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Member Gordon/Soeldner moved the County Board approve a Request Approval of an amendment of the McLean County Regional Greenways Plan that was previously approved on July 22, 1997. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

AGREEMENT

This agreement is entered into as of this 1st day of October 2009, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation District (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, to include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of watershed management plans; 2) the performance of a watershed conservation education program for the City, Town and County; 3) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 4) the development and implementation of additional watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2009 and ends October 1, 2012.

C. Payment:

The City, Town and County shall pay the District the following amounts for services described in paragraph 2 and Appendix A:

- a. The first year of the agreement (2009) Payments of \$40,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2010), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2011), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- a. Provide watershed management and watershed conservation educational services to the City, Town and County as outlined in Appendix A.
- b. Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County Board Land Use Committee.
- c. Prepare five year updates to McLean County Watershed Management Plan as required.

E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

Steph Sfr
City of Bloomington

August 25, 2009
Date

Christopher Koo
Town of Normal

9/11/09
Date

Matt Sorum
County of McLean

9-15-2009
Date

Mike Kelly
McLean County Soil and Water Conservation District

9/16/2009
Date

APPENDIX A

The District shall provide the following services to the City, Town and County:

- Promote agriculture practices in the Lake Bloomington and Evergreen Lake watersheds via SWCD newsletter and news releases.
- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management.
- Promote Best Management Practices (BMP) such as waterways, filter strips, contour strips, nutrient management, no-till/strip-till, grade stabilization structures and stream bank stabilization, through available programs such as CRP and EQIP to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between Sand County Foundation, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension and other community conservation groups.
- Help implement the County's storm water management plan in accordance with the U.S. Environmental Protection Agency's NPDES Phase II program regulations by providing public education/outreach on the following topics: Illicit Discharge Detection/Elimination, Construction Site Runoff Control, Post Construction Runoff Control and Pollution Prevention/Good Housekeeping.
- Serve as a technical resource for landowners/contractors on methods to achieve compliance with Phase II ordinances.
- Coordinate the development of a program to encourage and help facilitate the adoption of erosion & sediment control and stream buffer ordinances in small communities within the watersheds within the county.
- Coordinate and manage urban implementation strategies of the Evergreen Lake and Lake Bloomington Watershed Plans and in particular the contributing areas of Six Mile Creek and Money Creek immediately downstream of the Town of Normal by developing and managing a program for stream water quality monitoring, sampling and data management including the preparation of estimates for installation and operation of proposed sampling stations and coordination of contracts, payments, data collection and retention and the distribution of information to all interested agencies.

Member Gordon/Ahart moved the County Board approve a Request Approval of a County Watersheds Management Program Intergovernmental Agreement with City of Bloomington, Town of Normal and the McLean County Soil and Water Conservation District. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of the McLean County Board in case ZA-09-04. The County Board is requesting a text amendment of Article 6 Section 602.19 of the McLean County Zoning Ordinance with respect to mining and quarrying.

This text amendment to the McLean County Zoning Ordinance was developed, discussed and recommended by the Land Use and Development Committee of the McLean County Board to the McLean County Board. The County Board then forwarded the proposed text amendment at their meeting on June 16, 2009 to the Zoning Board of Appeals for public hearing.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing and discussed this case on August 18, 19, 24 and September 1, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

The Zoning Board of Appeals discussed the importance of noise and dust control. Information and expert testimony was presented on noise, dust and traffic impact. Most of the discussion and evidence was directed toward gravel extraction and not stone quarrying or shaft mining. Numerous persons gave testimony in favor of more stringent requirements than the County Board's proposed text amendment, and numerous persons gave testimony and presented evidence in favor of less stringent requirements. Evidence was presented of tests of noise and dust impact at various distances at existing gravel mining operations. Evidence was presented that the loudest noise of gravel operations comes from back-up beepers and crushing and sorting/classifying/screening machines; but that noise mitigation or abatement can significantly lessen the impact by the use of such things as strategic placement of stock piles and berms, intelligent back-up beepers, use of electric motors instead of diesel, specialized mufflers and buffered sorting/classifying/screening machines. Expert testimony was presented indicating the necessary distance requirements for such facilities to be from "Class A Receivers", such as residences and schools, to meet noise requirements of the Illinois Pollution Control Board.

Testimony was presented about property rights and the impact of gravel pits on nearby residential property values and assessed values. Evidence was presented that gravel is a limited resource and that it would be helpful to create an overlay district to show where gravel is located in order to preserve the resource for future use and to educate property owners about potential mining activity in the area.

Testimony was presented that gravel is mined and processed in McLean County in a wet condition. Testimony was presented on how dust can be controlled during loading and truck transporting. Testimony was presented that ready-mix plants in the City of Bloomington do not seem to generate dust complaints from nearby residents. Expert testimony was presented on the harmful effect of breathing crystal or silica dust and the distance such material travels from a mining operation.

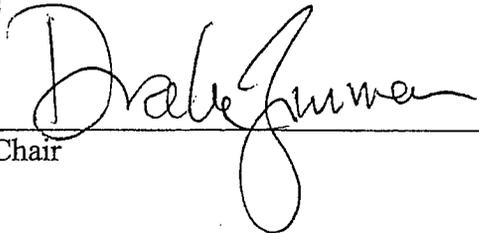
Findings and Recommendation
ZA-09-04, Page 2

This Board finds that the proposed Zoning Ordinance amendment as amended will promote the health, safety comfort, morals, general welfare of the public and will conserve the value of property throughout the County.

Therefore, the Zoning Board of Appeals recommends that the McLean County Zoning Ordinance be amended as proposed in the attached text and the attached ordinance.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and members Rudolph, Finnigan and Kuritz were absent.

Respectfully submitted this 1st day of September 2009, McLean County Zoning Board of Appeals



Acting Chair

Drake Zimmerman, Acting Chair
Marc Judd
Joe Elble
Jerry Hoffman
Julia Turner, Alternate Member

Mining and Quarrying Text Amendment
McLean County Zoning Ordinance, Article 6 Section 602.19
ZBA Changes are in Bold

19. ~~Landfills (if not a regional pollution control facility) Mining and Quarrying:~~
~~Landfills facilities which are not a regional pollution control facility as~~
~~defined by the State of Illinois Mining and quarrying operations shall be~~
subject to the following standards.

A. Development Plan and Minimum Site Area: A development plan shall include a map showing the following information: 1) the location of all property lines, existing roads/road centerlines, easements, utilities, waterways other significant features; 2) existing contours with an interval of no more than two feet; 3) uses of adjacent land 4) excavation lines in relation to property lines; 5) ingress and egress during operation; 6) truck loading area and circulation route; 7) scale house, crusher, sorting/classifying equipment; 8) stockpiles of mined materials and overburden; and 9) berms containing overburden/top soil.

A minimum site area of ~~35~~ 10 acres shall be required.

B. Entrances: There shall be no more than one entrance way from a public road ~~street for each 660 feet of street frontage~~. A traffic study shall be required if deemed necessary by the County Engineer. Entrances onto the site shall allow sufficient vehicle reservoir space so that vehicles waiting to enter the site are not located on the public right-of-way.

C. Hours of Operation: Uses shall only operate during daytime hours as stated in Part 900 of the regulations of the Illinois Pollution Control Board ~~not operate before sunrise or after sunset~~ if located within ~~1,000~~ 2,000 feet of the boundaries of a residence district R-1 or R-2 zoned property or any existing dwelling.

D. Setback Distances: No digging or excavating shall occur within 50 feet of any perimeter lot-line, or 80 feet from the centerline of a township road, 90 feet from the centerline of a collector street or County Highway or 100 feet from the centerline of an arterial road or state highway, whichever is greater, unless such property ~~said lot-line~~ abuts a railroad right-of-way.

E. Separation Distances from a Residence District, in the County or in a municipality including the R-1 and R-2 Districts, and Schools, Elementary, Middle or High:

(1) ~~Residential Separation:~~ A mine ~~Mines and quarries~~ involving the extraction of sand, gravel and top soil; including storage piles, washing, screening, crushing, loading and hauling as accessory uses shall require the following separations.

The separation requirement shall be 1,000 feet, or 500 feet with an adequate noise mitigation or abatement plan, from a residence district or school lot as measured to the excavation area. Conveyor belts or slurry lines for the transport of excavated material from an excavation area shall have the same 1,000-foot separation requirement. The loading and hauling of top soil from an excavation shall have the same 1,000-foot separation requirement except where top soil or other material is being placed as a berm as shown on the development plan.

The separation requirement shall be 2,000 feet, or 1,500 feet with an adequate noise mitigation or abatement plan, from the nearest residence district or school lot as measured to storage piles, washing, screening, crushing, loading, hauling and other activity areas.

Operations shall comply with performance standards set forth herein for the M-1 Restricted Manufacturing District. A berm consisting of overburden/top soil with a side slope no steeper than three to one is exempt from the separation distance requirement if shown on the development plan. ~~crushing, loading, hauling, storage or cutting of stone shall not be located within one and one-half miles of an R-1 or R-2-zoned property.~~

(2) A quarry for the extraction, crushing, loading, hauling, storage, blasting, or cutting of stone shall be three miles from the nearest residence district or school lot as measured to any part of the quarry operation. Operations shall comply with performance standards set forth herein for the M-2 General Manufacturing District. ~~A landfill, mine or quarry involving extraction operations only shall not be located within 1,000 feet of an R-1 or R-2-zoned property.~~

(3) A shaft mine for the extraction, crushing, loading, hauling, storage, washing and sorting of coal and other minerals shall be three miles from the nearest residence district or school lot as measured to any part of the shaft mine operation. Operations shall comply with performance standards set forth herein for the M-2 General Manufacturing District.

~~(2) Airport Separation: No sanitary landfill may be established, operated, maintained within 2 miles of the airport boundary.~~

F. Paving and Dust Control: All roads, driveways, parking lots and loading and unloading areas within 100 feet of any lot line shall be graded and paved with an approved concrete or asphalt/concrete surface so as to limit adjoining lots and public roads from the nuisance caused by wind-borne dust.

All roads, driveways, parking lots and loading and unloading areas not required to be paved shall be kept in as dust-free condition as possible, using application of dust-inhibitors, if necessary so as to limit the nuisance caused by wind-borne dust from adjoining lots and public roads. The operator is required to provide additional dust and noise control when requested to do so by the Director of Building and Zoning.

- G. Slopes: The slope of material in any excavation shall not exceed the normal angle of repose or 55 degrees, whichever is less.
- H. Buffers and Fences: Where adjacent to or across the road from a residence district or school lot when any open excavation will have a depth of ten feet or more and create a slope of more than 30 degrees, there shall be erected a fence of not less than six feet in height with suitable gates where necessary, effectively blocking access to the area in which such excavation is located. Such fences shall be located 50 feet or more from the outside edge of the excavation. Fences shall be adequate to prevent trespass. ~~and shall contain warning signs spaced no more than 100 feet apart to be visible along the entire length of said fences~~

A buffer of 50 feet in width shall be provided around the site on which no mining or accessory activity can occur. A berm may be located within the buffer if shown on the development plan.

- I. Storm Water Management: A storm water management plan shall be required that complies with the provisions for storm water retention/detention basins in the McLean County Land Subdivision Ordinance.
- J. Site Restoration: The following restoration requirements shall apply to all excavation uses.
- (1) Restoration Plan: Before approval of a special use permit for an excavation use, the operation shall submit to the Director of Building and Zoning a detailed plan for restoration of the site, including information on the anticipated future use of the restored land, ~~existing and~~ proposed final contours with an interval of no more than two feet. The plan shall include type and number per acre of trees or shrubs to be planted, and the location of future roads, drives, drainage courses, or other improvements contemplated. A residential or other development concept plan, as defined in Article 8, shall be provided if the proposed mining operation is in such a growth area as shown in the County or a municipal comprehensive plan. The final slope of the excavated areas above the water line shall not exceed a slope of three to one (3:1).

- (2) The restoration plans shall be filed with and approved as part of the special use permit application before quarrying or removal operations begin. The plans shall be prepared by a soil or geological engineer.
 - (3) Bonds: Unless a reclamation bond is submitted to the Illinois Department of Mines and Minerals, before the issuance of any special use permit, the owner of the operation shall execute a bond sufficient to ensure restoration of the site in accordance with the approved restoration plan. Such bonds shall be a part of the special use application ~~and shall be approved by the County Board as to form, sufficiency and manner of execution.~~ Said bonds shall run for the same term as the term of the special use permit and any renewals.
 - (4) Water Quality: In restoration, no filling operations shall be permitted which will likely result in contamination of ground or surface water, or soils, through seepage of liquid or solid waste or which will likely result in the seepage of gases into surface or sub-surface water or into the atmosphere.
 - (5) Appearance: The restoration plan shall provide that all areas within any single development be rehabilitated progressively as they are worked out or abandoned to a condition of being entirely lacking in hazards, inconspicuous, and blended with the general surrounding ground form so as to appear reasonably natural or they shall be restored pursuant to an approved restoration plan.
 - (6) Top Soil and Fill: Where topsoil is removed, sufficient arable soil shall be set aside for reclamation of the premises and shall be re-spread over the premises after the operation. The area shall be brought to final grade by a layer of earth of two feet or original thickness, whichever is less, capable of supporting vegetation. The area shall be seeded or sodded in a manner approved by the County Board. Fill shall be of a suitable material approved by the County Board as part of the special use permit application.
- K. County, State and Federal Standards: All operations shall obtain all necessary licenses and permits from all County, state, and federal agencies that regulate such facilities, equipment and other features.

AMENDATORY ORDINANCE
AMENDING THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, the McLean Count Board in case ZA-09-04 has proposed that certain portions of the text of the McLean County Zoning Ordinance regarding mining and quarrying be amended; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal identified as Case ZA-09-04 and has recommended that the said zoning ordinance be amended: and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said zoning ordinance of said county; now, therefore,

BE IT ORDAINED that the McLean County Zoning Ordinance be and hereby is amended according to the attached document.

Adopted by the County Board of McLean County, Illinois this 15th day of September 2009

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

Member Gordon/Segobiano moved the County Board approve a Request Approval of a text amendment of Article 6 Section 602.19 of the Zoning Code concerning mining and quarrying, recommended by the Zoning Board of Appeals in case ZA-09-04.

Member O'Connor stated: I've toyed with this thing back and forth. There are certainly good points on either side. I am a little disappointed in this that we haven't heard from Unit 5 School Board about it. I understand their position, they don't like to be involved with Zoning cases, but when we say "safety first" is our motto for children, I think it's time for them to step up to the plate. Since they are not going to and I spent 34 years in a Unit 5 classroom, I'll tell you. I cannot imagine having a gravel pit across the street from my classroom. It doesn't comprehend up here, that we can do this to kids. I personally do not want my students near a gravel pit, my grandchildren near a gravel pit; I don't want to buy a house near a gravel pit. We have members of our family right now who are looking to buy a home. They will not go near that, until this is settled, simply because they do not want their children anywhere where they can play near a gravel pit or go to school near a gravel pit. All I have to say is think about the safety of children first. They are our greatest resource. If this thing goes through and one child in McLean County is harmed, in any way, that will be on the conscience of every Member of this Board. Think about that.

Member Rankin stated: I couldn't concur any more with Member O'Connor. This issue has been a lightning rod in the community. Based on the findings of fact, my fears weren't settled. Hopefully most of the County Board Members were able to, if they weren't able to attend like myself, at least to listen to the ZBA hearings that were posted online. The information that was given, there was a lot of evidence on one side. There was testimony on both. In the case when we have to have a clear picture of how far a specific set back should be, we sent forth a recommendation to the ZBA and the ZBA softened the recommendation. Not only did they take our 1,000', but they softened it back to 500'. Now, before the last time this came before the full Board I had made some common sense complaints that a compromise from the current Ordinance that is obviously in place as of today is one mile and one-half. So our compromise has been 500'? I'm not sure; I am only a lowly political science professor. I think the word compromise is a little lost here. I am certainly worried about the safety for the children. I am certainly worried about property values; I'm worried about everything when it comes time to this area. Because it is in my backyard, and my children will be affected by this, I certainly cannot in good faith support this Zoning Ordinance.

This is why at this time I would suggest that I would like to amend the proposed text amendment to remove the Section under 19. E. (1) the separation requirement shall be 1,000' or 500' with adequate noise mitigation or an abatement plan. My amendment would be to remove that and replace it with a half mile property line to property line. Let me give you some examples of reasons why. First off, the half mile is at least a compromise, and it is even not half way from one-half mile to 500'. The property line to property line makes it so that enforcement would be easier, it would be simple to see if anyone is in violation if in fact their gravel pit is spilling over a specific property line. Under this plan you have to go out and measure 500' to 1,000' to 2,000' and all of a sudden we have a whole bunch of variables that are involved here. I would strongly recommend that Members of this Board understand that a compromise is necessary and this will still allow the County to conduct its business in a thoughtful and logical way. Do you need any clarification on the amendment?

Chairman Sorensen stated: Are you changing only the 500'/1,000' guidance found in the second paragraph of E. (1) to be one-half mile?

Member Rankin stated: It would also require that the third paragraph, "the separation requirement shall be 2,000', or 1,500' with adequate noise mitigation" that would move to a half mile property line to property line as well to make it one continuous Ordinance where we are not having different set backs for different reasons, one easy to understand Ordinance that is the compromise.

Chairman Sorensen stated: So technically paragraph three could be struck at that point. Is that accurate?

Member Rankin stated: Yes.

Chairman Sorensen stated: All paragraph three does is establishes the set back from nearest resident or school lot.

Member Gordon stated: Mr. Chairman, point of order. As a point of inquiry for Member Rankin, the third paragraph, that is the second one at the top of page 162, the third in this section, makes, I believe separate reference to some other aspects of the Ordinance. Member Rankin, I'm wondering if those paragraphs need to be combined under the terms of your amendment. So as to make exclusive reference to storage piles, washing, screening, and so on.

Member Rankin stated: Yes, that is acceptable.

Chairman Sorensen stated: I'm just the bus driver; I'm trying to keep track of what is going on.

Member Gordon: The kids are already a little noisy.

Chairman Sorensen stated: For the purposes of the amendment, all references to distance in the second and third paragraphs of Section E. (1) shall be changed to one-half mile property line to property line? We have an amendment Rankin, second Renner. Questions comments or discussion on the amendment.

Member Segobiano stated: I am sure there is going to be a lot of discussion in regards to this motion and I would hope that we could get all the discussion in regards to this proposal out and before the public before we vote on this amendment because I think there are others who want to speak in regards to this. So rather than to change it now we hold this advance until everybody has heard in regards to this issue.

Chairman Sorensen stated: At this point, that would be up to the motion maker, if the motion maker is open to ongoing debate on the primary motion first with the understanding that he gets another bite at the apple with this amendment before we close that is fine with me.

Member Rankin stated: I would at this point like to call the question. If nobody wants to discuss, then I'll call the question. I would like discussion to ensue on my amendment.

Chairman Sorensen stated: I'm going to rule that out of order. This is too important for that. I think the question that Member Segobiano had was whether or not a broader discussion can happen other than just the confines of this amendment first and then have the chance to put the amendment back on the floor.

Member Rankin stated: That is acceptable.

Chairman Sorensen stated: For the record, we'll withdraw the amendment at this time and grant leave to Member Rankin to bring back at the end of discussion.

Member Segobiano stated: I reserve my time for that, I just want to make that plea that other discussion will take place. If no one else is going to speak, I would.

Chairman Sorensen stated: Other discussion on the primary motion.

Member Segobiano stated: I took the opportunity to attend all these hearings. We owe a great deal of gratitude to our Zoning Board of Appeal. They sat through numerous hours and gave everyone the opportunity to present their case. No one was denied the opportunity to speak and they were all put under oath and swore to tell the truth and I'm sure they did that, I have not doubt in my mind, and a lot of it was personal feelings. What we are talking about here today is amendment for McLean County, the entire McLean County. Not for Fox Creek Subdivision, that is what the developer of Fox Creek wants us to do here today, is to protect them and without even knowing. None of us sitting here today know the ramifications that such an amendment would impact the rest of McLean County. One of the testimonies that really enlightened me was by Mr. David Stark, he has a very large invested interest in mining here in McLean County and he talked about every foot, every acre, that we move back or that we cover up results in 25 to 35 years of gravel extraction that will remain there for ever. Our own Highway Engineer testified failure to extract what we have here in McLean County will lead to additional costs for contractors, developers, our own Highway Department. He gave the number of tons of gravel that they use here in McLean County that will drive up the cost. We have to import white rock, but the rest of it comes from right here in McLean County and holds down the cost. We live in expanding McLean County and it will require additional materials and minerals to meet that goal.

I think the most disappointing thing about using the safety factor of children, I think it is absurd that they had gone to that tactic and talked about the safety of the children. Now it may be antiquated history but what we are trying to create here is class welfare, and I mean that in all honesty. Not only myself but a number of families in 40 acres raised our entire families within three blocks of three gravel pits. All of them started at Sheridan School, at no time was there any outcry about the safety of our children, the noise, and the dust. They all went to school, they all played outside, they all got an education, and I'm happy to say most of them are businessmen or are well employed. But no one cared about those kids on the west side and those homes were there forever. You can check the city records; there were no complaints about the noise and the dust. We were concerned about the safety of our kids for a number of reasons. "Don't play in the street", "watch out for cars", but the gravel pits were never taken into consideration. It was just a way of life, but they were blue collar people working hard providing for their families, but nobody cared.

If you look at what they are using these children for, a scare tactic, go to Unit 5 or Sugar Creek School, just go out there today. That huge development out there, with noise and dust is going on. School goes on, no one from the opposition has gone to Unit 5 and said "We have to stop this; we have to close this down". If you go to Metcalf School and Fairchild, all the construction that is going on at ISU campus, no one is trying to shut down ISU and the building programs out there. No one is trying to shut down Metcalf School, no one in Unit 5, even an employee for the Town of Normal, who opposes this, has gone and said we have to protect the children of Metcalf School, no one. So what are we talking about here, the well being of our children? There isn't a person in this room who doesn't care about the children and their well being. Using them as a fear tactic is totally wrong. I think we have to look at what the Zoning Board of Appeals did, sitting through hours and hours, and I was there when they went point by point by point. Each point received a unanimous vote; consequently they come to us with a unanimous proposal the recommending approval of this. They listed expertise on both sides, one side accepts, the other rejects. We were remiss ourselves in not hiring our own expert. But we perhaps would have hired this gentleman right here, I don't know. He didn't have any axe to grind he was hired by Stark Excavating because he really has a commitment out there and a large investment and this would greatly affect him, not only him but the future of McLean County and our needs here. I think we need to give a lot of credit and credence to the information disseminated by the Zoning Board of Appeal and their action. There again, they went point by point by point and they gave every member of the Board an opportunity to be heard and it came out unanimous. None of us here are experts, none of us. None of us know the ramifications, starting with these huge setbacks. I guess you know what fits Fox Creek, may not fit somewhere else, but I remind you that we are adopting a change for McLean County. Let's take the fear factor out of it, let's put logic into it and protect the minerals that we have here.

Chairman Sorensen stated: Other questions, comments, or discussion.

Member Caisley stated: I think the point is well taken, the point we are considering here is an amendment to the text. It applies to all of McLean County, it would apply to a proposed gravel pit in Lawndale Township, or in Yates Township or in West Township where there are not very many people living. It applies County wide and it does not specifically apply to Fox Creek. We are talking about a general regulation that would cover the entire County. When you take a look at this, even with a 500' setback with adequate noise mitigation and abatement plan that means if you had an 80 acre farm that was 100% underlaid with gravel, assuming you had a residence on either side of it, you would only have 320' in the middle of the farm to mine gravel so that this is a very restrictive proposal here and is certainly not overly broad. To do it property line to property line, suppose you own a whole section of land and one corner of it is within a half mile of a residence or a school, then the entire piece of property would be disqualified from consideration for a gravel pit. I think that is burdensome and overly restrictive and among other things it is going to cost the County a good deal of money in the Highway Department if we have to import all of our road aggregate from Livingston County from their limestone quarries up there when we have gravel right here in our own backyard. Consequently I think that we should go along with the proposal, our Land Use and Development Committee made this proposal, it was studied by the Zoning Board of Appeals, it was unanimously adopted by the Zoning Board of Appeals. I was concerned with the slope requirements and after looking at the slope requirements in the proposed amendment I think that they are reasonable. Several times in

my career as a judge I had subsidence cases with people who were in the vicinity of gravel pits and clay mines and I think that is a legitimate concern but I am convinced that the loop requirements that are set forth in the proposal are reasonable and I think that it is a reasonable amendment.

Member Gordon stated: Just a point of clarification the text amendment that was set forward by the Land Use and Development Committee and this Board was further amended by the ZBA. What we sent forward did not include any references to 500' or 1,500'. We said 1,000' and 2,000' distances and the ZBA proceeded to add the language, in bold print, in paragraph two and paragraph three. That is the first two paragraphs on page 162.

Member Soeldner stated: Just to refer to what Member Gordon just said, I also want to mention that the Zoning and Land Use Committee passed that amendment, not with a majority. In other words, there was quite a bit of debate for that amendment. I want to get back to what Member Segobiano said and Member Caisley. This is a Zoning change for the entire County. I wonder if any Board Members have spoke to anyone in the rural areas. I know that the Members of the Districts in the rural areas have done that. I talked to citizens of LeRoy, Downs, Saybrook, places that already have gravel pits. Some of them are not in operation now but there is some concern from them that if this passes that all of a sudden some of these gravel pits will become active again. They'll move closer to town and the schools on the edge of those towns will have the same problem that we are looking at with Fox Creek. They are also concerned that if this does happen there will be litigation from citizens complaining about the distances, litigation they cannot afford to protect themselves from.

I am not really convinced that there is a gravel shortage. I serve as Township Supervisor of Dawson Township. Before I came I pulled some bills from years past. I believe it was four or five years ago to today, the price of gravel has gone up \$1.10. That is not a big increase, obviously as time goes by more gravel will be mined, but I think that the pits that are in place now can handle more gravel, and as I said, there are other pits that can be opened.

Lastly the first mistake that I believe was the siting of the school in the Fox Creek area. If we would have had a comprehensive plan that showed specifically where gravel was. There is some talk of an overlay plan. I think if we can specifically say where gravel is and keep development away from those areas; I think that is what we need to do. We are going to adopt a comprehensive plan; there are a few changes that are going to be made. That plan needs to be strengthened and shown where gravel is. We want to make sure schools, towns, subdivisions stay away from those spots that have mining and minerals. I think the argument about the safety of children is something we have to keep in mind. Member Segobiano mentioned that there were no injuries or deaths at the White Oak pits that has been some time ago. Children now days are different then they were then. We have families that both parents work, they don't have the supervision they had and I think it is something that we need to keep in mind.

Member Renner: Certainly we are going to be disagreeing about some things today, but I think the things that we all agree on is that everybody wants to have growth and economic growth in McLean County and we certainly don't want to add costs. I do agree with Member Segobiano that we really don't know what the repercussions are going to be.

There is some contradictory evidence on the impact of dust or noise. Certainly something I would have like to of seen more of is the impact on property values or even, not just the sale price, but the duration of time that it takes to sell a house. I think there are many of these things that we really don't have firm answers on. My thought on that is if there is any question, if we are not sure, then we should err on the side of protecting the residents of McLean County. There was some testimony by a gentleman that was at EPA for 20 years and suggested one-half mile, something that this Board had actually considered a couple of times, including at Land Use. So that is one of the reasons why I will be supporting the amendment to this text amendment that indicates a half mile. If there is any question let's err on the side of protecting our residents. The other thing is property line to property line issue, there still is a possibility of having special use permits it doesn't mean that would be prohibited. It just means people who wanted an exception would have to go through that process.

Member Owens stated: To touch on what Member Soeldner has brought up, the time that I served on Transportation I do not recall, and I do not recall from testimony, that when we did have gravel pits that the cost of our roads went down. We were seeing them coming in a majority of the time right on the nose or a little bit above what we were projecting the cost to be and very rarely did the cost ever come in below what was projected by our Highway Department. I don't see that and if we had more gravel pits, would the cost go down? I don't know that, but again, we've seen it in the past when we've had them and I don't see the costs going down because there are other costs. Labor costs go up; fuel costs go up to haul it even if it is in the County. I appreciate member Soeldner pulling some of those files from the past. That is where I stand on the debate if we have gravel it will make our costs go down. I don't see where that would be the case.

Member O'Connor stated: About the issue of construction going on at current school buildings, that is going to end. In a few months that will be over but this gravel pit is going to be there for a long time. It is an attractive nuisance to children. I know, I used to swim in those quarries as a kid and I still have scars on my legs to show you how dangerous they are. I cannot in any shape, manner, or form think that one belongs across the street from a school. I personally have a vested interest in a gravel pit, and I still don't think they belong across the street from a school. We have plenty of gravel in McLean County. We have wonderful resources so take it from somewhere else and leave this subdivision alone. Keep those kids in a school where we don't have to worry about it. Thank you.

Member Gordon stated: I want to take note of some language in the text amendment as it was recommended back to us by the Zoning Board of Appeals. The reference to 500' and 1,500', this morning when I was driving to the Board meeting, I took my usual route which is coming down Clinton and then heading west on Front, heading for the parking lot. I'm not sure we would be comfortable if for some reason this Board had to hold an open air meeting in the parking lot across East Street. As 500' is just under 1/10th of a mile, I watched my odometer carefully; one eye on that, one eye on the traffic as I was heading from the parking lot, and 1/10th from the parking lot is just west of the intersection of Front Street and Gridley. I am not all together certain how comfortable we would be holding an open air County Board meeting 500', just about that distance, from a gravel pit at Front and Gridley. Now that illustration may be a little bit of a stretch if you took it literally, my point is that 500' is not a very long distance. 528' is 1/10th of a mile and I don't find that distance an operable basis for passing it in this form.

Member Ahart stated: I think we are still confused here in that the issue isn't the Fox Creek Gravel Pit. The issue is whether we are amending our Zoning Ordinance to affect any mining and quarrying that might happen in our future and we have to separate those two. I have always heard government reactionary as opposed to pro-action and the fact of the matter is we are reacting here. We are reacting to fear tactics, we are reacting to concern that we all have for our children and for the safety of our children. That doesn't mean that we should jump on board to make a limiting or a stopping decision to future mining and quarrying. I would like us to refocus and keep in mind we are just talking about our Zoning Ordinance. Who we trust with our Zoning Ordinance is the Building and Zoning Board of Appeals. We give them an opportunity to hear all the testimony and I listened to what they heard and I am amazed at the amount of information they take in. They make a decision based upon their best expertise and experience accordingly. I am not necessarily for the Fox Creek gravel pit, but I certainly am for listening to our experts who have heard the expert testimony and have determined that this is what we should do for our Zoning Ordinance.

Member Nuckolls stated: I can appreciate the points and arguments made on both sides of this issue. I can appreciate Member Segobiano's comments and his concerns. Member O'Connor, I also swam in those gravel pits, and I think that Member Segobiano may have also, I know his kids did, I was with them sometimes. However, in the grand scheme of things I agree with Member Rankin. I think he made some very valid points. It's an acceptable argument, and acceptable compromise. We've been discussing this for quite some time now. Originally I was against this, totally, and I kept my mind open, I listened to a lot of the arguments. I know we haven't voted on this yet, but when it is I will be with Member Renner and Member Rankin and probably Member O'Connor as well and accept that and vote on that side.

Member Rankin stated: I like the points that were brought up by Member Ahart, but I would like to set the stage here. Yes, we are not specifically talking about the Fox Creek gravel pit, however, the Fox Creek gravel pit is an excellent example of if in fact we were to go with this proposed Ordinance, this is the type of slippery slope we get into. While we are not crafting an Ordinance specifically to fit one gravel pit, it is a lightening rod example of what we are going to get from members of the community and part of the problems and dangers that come from a gravel pit being that close. So while I agree that this is an Ordinance specifically written for the County in general, we do have to look at this and the members of at least the Fox Creek community when they suggest that hey listen, if you do this, this could easily place a gravel pit in my backyard. So that is why I think it's very useful that this actually came about at the time that it did. It can show you how difficult this could actually be and I believe this is a solid example and one you should base your opinion on.

Member Rackauskas stated: Thank you, Chairman. I too have listened to a lot of testimony, I've done a lot of reading and I've spent a lot of years concerning Land Use, 13 years, listening to different issues, zoning, etc. I'll start from one end and move around. Mr. Segobiano, I think what you are talking about is tolerance. You talk about growing up near a gravel pit and everything was fine and dandy. I grew up where there was smoking in doctors offices, patients smoked with oxygen even sometimes in their rooms, and heaven forbid, but they even smoked in churches. If you asked our children they would be horrified to know that we walked down the grocery store line, picking our groceries and having a cigarette hanging out the other end. We all survived, a lot of us did, and it's called tolerance and education.

The dust issue, the noise issue, yes many years ago there were a lot of things we tolerated. We tolerated holocaust, we tolerated poverty and depression without eating, there are a lot of things a human being can tolerate and still survive. That is not what we are talking about we are talking about quality of life, I hear this all the time. Look at the money we put into building coliseums, we just passed a Greenways, and one of the interesting things here, it says "protect environmentally sensitive areas". Well if a school isn't an environmentally sensitive area, I don't know what is. I can tell you I think my children are more important than the fish. I am having a hard time because, I appreciate what you say, Mr. Segobiano, I think it is tolerance, and education teaches us what we have to live with and what we don't have to live with.

Another thing brought up by Jim, we do need mapping of our resources so we can make better decisions. I would hope we would be progressive in our thinking and start realizing we don't just put schools where we can get free land because of part of an agreement, but we look at all of the environment and what can be the best choice. When you say Fox Creek, the whole County here, exactly like Mr. Rankin, in the fact that it is an example that we didn't think maybe when we put that school there. Maybe under that school there is a wonderful quarry ready to be mined so should we take the building down to get to the quarry? No, of course not, but there is kind of squatters rights, the school was there first before the mining issue came up. We do have other areas where we are able to mine. If it was the only plot of land that was within 500' of the school and residents and we could get quarry for our County, then we would create a variance. That's why we have variances to ordinances that is why we have that provision. So you are not totally excluding those farm owners because of their type of land, they can always come and apply for a variance but you are protecting the public having wider parameters and greater distances and when you talk about 500' just think about where you live where the average front lot line is 120'. So close your eyes, visualize being in your front yard and count down four doors to your neighbor, that is 500'. You can go through all the statistics you want, on statistics on noise and dust but then it comes down to where the hell is common sense? Which isn't too common at all, I plead we listen to the people. We were elected to listen to the people. I have had many phone calls, I have listened to them. They are trusting we represent them, we are their voice. That is our main opportunity and responsibility here this morning. Thank you.

Member McIntyre stated: Thank you Mr. Chairman and thank you to all of my colleagues for the extra research that you have done and the great points and issues that have been involved here. I concur with Member Rackauskas this has been a timing issue. It is definitely an issue. I ask the question if an operating gravel pit was there, would developers have built the subdivisions there? No, but because of that and it wasn't operating, they did. Would Unit 5 have built a school? Probably not, the same issue is involved, squatters rights, it is a timing issue. This Ordinance is definitely a site-specific issue as well, and it is going to happen more in the County as we go on. The Zoning Board of Appeals, I think, will end up reworking this again sometime; we'll end up addressing this issue again some time. It's definitely going to require at times special use permits. The fact of the matter is we have to protect the citizens and what has happened so far. I try to put myself in the place of the people who are out there, the homeowners and so on. We all have personal experiences that we can relate to this issue and I have to think about what the issue was. Would I have bought a house if there was one built there? So developers have to make those decisions as well. Down the road that is going to happen but we have to have some concrete guidelines that protect the citizens as we go and if they want to adjust it, then they can.

Member Renner stated: Again, I said this many times, we are a County that is 1,200 square miles; we are the size of Rhode Island. I do realize we are making rules for the entire County and I guess I don't have a problem with our standard operating procedure being something that is further than 500', whether it is a school or a residence from a gravel pit. Whether or not it's in southeastern McLean County, whether it's in northwestern McLean County I don't know how much can it be than 500'. I would urge us, as we consider the amendment to the text amendment, to consider the one-half mile.

Member Segobiano stated: Thank you Mr. Chairman, a couple comments. Attending every meeting and listening to it, the mapping process didn't come from anybody in here it came from one of the proponents on the issue. He was the one that made the statement that we should do an overlay and it came out of the hearings; it didn't come from the suggestion of any Board Member. It came from one of the proponents that said we should do this in order to prevent this type of discussion and some discussion I've heard here, and I know I am the only Member of this Board who was present when we trying to site a land fill. About 95% of the Board agreed that Randolph site was the site for landfill because at that time the County had brought all the expertise in and verified that is where it ought to go. But when he looked outside the room and it was a packed house, I remember one Board Member said "I can't vote against these people, because that is where it needs to be, but I'm not voting against those people". So it got down to one Board Member who said you can have it in your backyard but not mine. Consequently it was voted down.

Then on property values, I thought there was a very good presentation during the hearings that showed property values increasing, no property values decreased, none. That was presented by a former employee of McLean County who made the presentation. I know our State's Attorney, Assistant State's Attorney was there and witnessed all of this, so I am not fabricating anything that on the slide it showed that property values actually increase. I don't know if anyone in here has ever received a property bill from McLean County that said it decreased in value, at least I haven't. If you have, tell me how this can be done. I just think that we certainly shall commend the Zoning Board for their time, effort, and energy in addressing each one of these issues. There again, I am not an expert, but I can speak from experience and whether it was 10 years ago, 20 years ago, or 30, I don't think anything ever changes about your love for your kids or the school that they go to. We compare apples to apples and oranges to oranges. Time does not diminish it enhances your ability to react to situations today.

Member Cavallini stated: I'm sure that many of us have read the short story by Edgar Allan Poe *A Pit in the Pendulum*. I feel like in a way we are all in the pit and the pendulum is swinging. I am really conflicted in this issue. I have to admit being on the Land Use Committee and the Transportation committee, these groups have spent a great deal of time. Even to the point of taking a field trip to see the operation of a gravel pit by Spring Town Road. I know for me that was a very enlightening and informative field trip. I had never been to a gravel pit before, I have had a mental image of what I thought they were and how they operated and it was as I said, very enlightening and informative for me to help make a decision. The Committee, the Land Use Committee spent a great deal of time and effort determining what the setback should be, and I don't know if now there is a particularly magic number. If people bring in experts, and one expert tells you one thing and another tells you something else, and I am certainly not an expert, so I am trying to rely on information from the experts when in fact it seems to be contradicting. So it is a very difficult decision to make. I am concerned about this 500'; I mentally paced this from

my house in Lexington down to the end of the block to visualize how far 500' would be. I have to tell you I am not comfortable with a half-mile, I am also not comfortable with the current motion with the 500'. I don't know if there is something in between that everybody can live with, maybe nobody can live with. This is a very difficult issue, I certainly understand it is sensitive to the people who have emailed me and called me. Obviously they care a lot about their children, as they should, we all do. There is the issue of looking at this from the standpoint of the whole County instead of relating to one specific gravel pit.

Member O'Connor stated: Okay one last comment. I think all of us have heard from people all over the County. It isn't only the people at Fox Creek that I am hearing from, its people all over that are worried about can this happen in my neighborhood. I live out in Ironwood, can we find this huge amount of gravel out in the golf course and whoa let's mine it. People are concerned. We have been elected on this Board to listen to the people. The people are making their voices well known. We have had emails, we've had phone calls, the Pantagraph has had sleuth of editorials from people. I am just asking you to represent those people in your districts and what you feel they really want you to do. Thank you.

Member Rankin stated: I think at this time it is appropriate to re-submit my amendment at this time.

Chairman Sorensen stated: Very good, now we already have a second. At this time, we'll put the Rankin/Renner amendment back on the floor. It amends paragraphs two and three of Section E. (1). To replace distances and measurements with one-half mile property line to property line. Is that accurate? That amendment is back on the floor is there discussion on that amendment?

Member Renner stated: Just to point out, pursuant to Member Caisley's comment and Member Cavallini's, there is still a possibility of special use permits. It does not mean all properties are prohibited they just need to show just cause. So that is still possible even under this half mile restriction.

Member Moss stated: One thing I think we need to keep in mind, I think we have a pretty good chance of other Fox Creek scenarios popping up around the County. If I think about where you are going to see school buildings built, it's not going to be along Clinton Street in Bloomington, or along Hovey Avenue in Normal. It is going to be out on the edge of town, it's going to be in the rural area. For example look out there at Route 150; they are building the George Evans middle school, out in the middle of nowhere. I don't know what size property they bought out there, I don't know if they have half mile from property line to property line to protect themselves, I tend to think not. You are going to have scenarios like that popping up not only around Bloomington/Normal, but smaller communities too, if they are going to build new schools, they aren't going to build in the middle of town either, they are going to go to the edge of town, out where the are rural areas and there are lots of potential for some gravel pits under those farm fields. It's something to keep in mind.

Chairman Soresnen stated: I appreciate the comment and actually, I asked Mr. Lindberg a moment ago, and I don't know what the distance is, but from that new school building being built along 150, I guess I question what the current distance is from that current property line to the current operating land pit at Downs. It can't be too much more than a half mile, if it even does that when you cut across the interstate. All that said, hence the question Member Cavallini had, who knows exactly what the right number is. I'm starest to know the

special use process still exists.

Member McIntyre stated: Exactly what we were talking about before. This is going to be a site specific issue, and eventually this Ordinance is going to have to be reworked, either that or there will be a lot of special use permits applied for as time goes on in the County, even one-half mile in certain areas. It's because someone is going to have to decide whether they want to put a subdivision there if there is a gravel pit or vice versa. It will come up and we know that so it something else to think about down the road for all of us and ZBA should have address that some more.

Chairman Sorensen stated: Member Rankin is chomping at the bit to call the question on his amendment. I skillfully ignored him twice, three times; I ignored him so well that I didn't even know about one of the times. Member Rankin has called the question on the amendment. It's the Rankin/Renner amendment which amends Section E. (1) of the proposal to replace distances mentioned in paragraph two and three with one-half mile and the parameter being property line to property line. Is the amendment accurate as stated?

Member Gordon stated: Point of information. This would also then delete any reference to adequate noise mitigation abatement plan since the 500' foot is coming out and the 1,500' is coming out.

Chairman Sorensen stated: It sounds that way. The question has been called; I am assuming roll call is in order. I'll ask the Clerk to please call roll. A yes to vote concurs with the amendment as offered by Member Rankin seconded by Renner. A no vote returns this to the primary motion that was discussed. Please call the roll.

Clerk Milton shows Member Rackauskas - aye, Member Rankin - aye, Member Renner - aye, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - nay, Member Ahart - nay, Member Bostic - nay, Member Caisley - nay, Member Cavallini - nay, Member Gordon - aye, Member Hoselton - nay, Member McIntyre - aye, Member Moss - nay, Member Nuckolls - aye, Member O'Connor - aye, Member Owens - aye. The amendment passes nine to eight.

Chairman Sorensen stated: We now have on the floor the proposal as amended. Questions, comments, or discussion.

Member Segobiano stated: Just one final comment, when we talk about sighting things, and would you build a subdivision there. I was very impressed with the presentation of Carmel, Indiana. A very, very upscale community and the pictures did not lie, but spoke for themselves as they had asphalt plants and gravel pits right alongside these \$300,000, \$400,000 homes, just a beautiful subdivision and a beautiful lay out. That community knew they had mineral and deposits there. They were building lakes and gravel pits and asphalt plants right in their backyard. It was a beautiful presentation, so it does happen. Maybe it isn't going to happen here in McLean County but other people see and use the minerals at their disposal but I wish all Members could have seen that presentation.

Member Rackauskas stated: You are absolutely right Mr. Segobiano one of the differences is the gravel pit was there before the development of the land. People had choices and possibly the cost of land, their lots were adjusted being that they were near a gravel pit,

I don't have that information but those are things you do have to consider, the horse cart theory.

Member Soeldner stated: I wanted to mention too I was on that field trip that Land Use and Transportation took to the Stark Pit. I was surprised that at that particular time we didn't see a lot of dust, the noise level was acceptable. But there are other forms of mining. The other thing I wanted to mention is that is actually out in the middle of nowhere. It's quite away from residences; it's quite away from subdivisions. I think that makes a big difference.

Chairman Sorensen stated: Other questions, comments, or discussion. None heard, we will call to question. Roll call, a yes vote approves the proposal from the ZBA as amended; a no vote rejects the proposal. Clerk please call roll.

Clerk Milton shows Member Rackauskas - aye, Member Rankin - aye, Member Renner - aye, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - nay, Member Ahart - nay, Member Bostic - nay, Member Caisley - nay, Member Cavallini - nay, Member Gordon - aye, Member Hoselton - nay, Member McIntyre - aye, Member Moss - nay, Member Nuckolls - aye, Member O'Connor - aye, Member Owens - aye. The amendment passes nine to eight.

Chairman Sorensen stated: I would like to thank two groups of people. I'd like to thank the Members of this Board for a healthy and orderly discussion on this topic, and I'd like to thank the gallery for decorum and patience with this discussion.

Member Gordon stated: The General Report can be found on pages 166-179.

PROPERTY COMMITTEE

Member Bostic, Chairman, presented the following;

Member Bostic stated: The General Report can be found on pages 180-184.

Chairman Sorensen stated: Our next order of business could actually take a bit of time; it's our budget proposal from the Administrator's office. I am going to suggest a five minute recess is in order to refill coffee cups and what not.

The County Board Meeting reconvened at 10:20 a.m.

Chairman Sorensen stated: I'd like to reconvene the meeting of the McLean County Board. Next item of business is the report of the McLean County Administrator.

REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg presented the following:

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

Given the lateness of the hour, I will be very, very brief. The Recommended Budget for Fiscal Year 2010 is balanced and complies with all applicable laws. There have been a lot of staff

changes, but all the new managers have been great to work with.

We are living in a tough economy and it is affecting County Government. This budget balances the needs of the people who depend on the services we provide; people who we employ to deliver those services, and people who pay taxes and fees to support the services.

The Fiscal Year 2010 Recommended Budget for all funds totals \$75,406,133, which is almost one percent less than FY 2009. The General Fund totals \$31,786,195, which represents a decrease of 1.85% compared to last year. The overall property tax rate will go down slightly.

The FY 2010 budget is built on moderate economic assumptions. The property tax remains our single largest revenue source. We expect EAV growth of 4.7%. We usually see 5.55% to 6%. We will gain \$161 million in new value. Nineteen County funds are permitted by State Statute to levy a property tax; 11 of these are limited by laws as their maximum tax rate. The remaining eight property tax funds may set whatever rate necessary to meet their expenses.

The proposed 2009 property tax levy for all County funds totals \$32,004,032, an increase of \$1,280,046 or 4.17% over the adopted 2008 property tax levy. This will result in an overall County property tax rate of \$0.89200 per \$100.00 of equalized assessed value, which is \$0.00457 less than last year. For a \$165,000 home, the County tax would be \$490.56. The County's share of the property tax bill is approximately 12% of the total bill.

Overview of the General Fund: The FY 2010 Recommended Budget for the General Fund totals \$31,786,195, a decrease of \$597,833 or 1.85% less than the Fiscal Year 2009 Adopted Budget. The property tax levy for the General Fund will be \$8,801,300, which represents an increase of \$378,266, or 4.49% over the prior year tax levy.

The three major State of Illinois Intergovernmental Revenue line items - State Income Tax, Personal Property Replacement Tax, and Sales Tax didn't grow at all in 2008. We thought they would increase in 2009, but they didn't. Our FY 2010 estimate is 4.5% less than FY 2009. We are also taking a huge hit in interest earnings due to lower fund balances and much lower interest rates. From FY 2007 to FY 2010, interest earnings have declined by over \$600,000 in the Treasurer's Office alone. Revenue from the 50 different licenses, permits, fees and fines in the General Fund will be down by over \$100,000 next year.

The State cut Probation Officer Reimbursement by 41%, or over \$573,000. We have gone from the 50% reimbursement to 25% overnight. The Governor indicated last Thursday afternoon that he will restore probation reimbursement funds, but we do not know when or how much; we will bring an appropriate action to the Board when we have confirmation and details.

There are a few revenue bright spots. The Sheriff's initiative to improve collection of Bond Fees will result in at least \$50,000 in new revenue in this department. Building permit fees are projected to total \$425,950, including \$325,000 in wind farm permit revenue. Parks and Recreation fees are projected to increase by \$20,000 due to continuing strong demand for campsites and a substantial increase in special events such as triathlons.

To balance the budget, General Fund expenditures needed to be cut to match General Fund revenue decreases. Salary and employee benefit expenses decrease 1.48% next year. Supplies and commodities will decrease by 13.98%. Contractual services will increase 3.94%. Capital

spending, reduced by almost 37% in the FY 2009 budget, will be down another 37.2% in the FY 2010 budget.

Of the 22 General Fund departments, 15 will have budget decreases totaling \$861,944, and seven departments will combine for a total increase of \$264,111, producing an overall reduction of \$597,833 in General Fund Expenditures for FY 2010.

The County Clerk's budget shows a 12.13% increase over last year because FY 2009 was the lowest point in the 4-year election cycle; FY 2010 is a congressional election year and requires additional outlays in supplies and contractual services.

The Circuit Court budget increases only because two clerical positions have been added to handle pre-trial screening to determine eligibility for Public Defender services. This function was formerly carried out by two Probation Officer positions in the Court Services department, which have been eliminated.

The Sheriff's food service contract will add \$307,000 in contractual expense, but saves over \$300,000 in direct food expense and over \$200,000 in salary costs.

There is also \$142,000 in the Information Technologies budget to upgrade our financial management software.

The Supervisor of Assessments' budget will decrease by 13.2% due to elimination of one FTE and a savings of \$65,000 that was previously spent for outside GIS services that are now being done in-house.

Overview of the Health Department: The overall total for all Health Department budgets is \$7,362,314. The combined tax rate for the three primary Health Department Special Revenue Funds will decrease 2.8%, continuing a trend that has been in place for 17 years. The budget for the Persons with Developmental Disabilities Fund totals \$639,180, which is a 1.15% increase over 2009. The Tuberculosis Care and Treatment Fund budget totals \$298,357, a 1.99% increase over last year to cover medical and facilities cost increases.

The Recommended Budget for the Health Department Fund totals \$4,315,730, a 1.64% increase over the prior year. The Health Department Fund property tax rate is projected to decrease 2.69%. Mental Health contractual services will be increased by \$49,528 to provide a modest amount of psychiatric services to the most needy in our community; State support for these services has all but been eliminated.

Support for the McLean County Drug Court through Chestnut Health Systems will continue with a 1.00% increase in provider rates, for a total of \$177,168. Federal and State grants will increase by almost \$61,000 to \$2,109,047.

Overview of the Nursing Home: The Recommended Budget for the Nursing Home totals \$7,298,536, which is a reduction of 2.2% from last year. The Fiscal Year 2010 Recommended Budget for the Nursing Home was prepared on the basis of an average daily census of 131 residents' which is a decrease over the projected 2009 average daily census of 138 residents. The private pay rate is calculated to increase from \$144 to \$152 per day.

Overview of the Highway Department Funds: The total budget for the County Highway

Department is \$9,547,000, a decrease of \$684,000 from FY 2009. Three of the four funds are supported almost exclusively by property taxes, up by 2%. State Motor Fuel Tax Revenue will be down by \$449,000. Spending for fuel, road construction and equipment is down compared to last year.

Overview of ETSB and Metcom: The ETSB budget increase by 0.38%, or \$6,957 to \$1,827,130. ETSB will contribute \$1,027,813 to support Metcom. The Metcom budget totals \$2,502,922, up 3.9% from last year. McLean County's share increases from \$630,031 to \$672,478.

Personnel Costs: We told everyone in May there would be no funds for new positions. Nobody asked for any. General Fund staffing will drop by 12.8 Full-Time Equivalent positions. The FY 2010 Recommended Budget is based on a pay freeze for all merit employees. There is no funding for a January 1st across-the-board increase, nor is there funding for merit pay increase on employee anniversary dates. We have asked our four bargaining units to consider similar steps.

IMRF experienced a \$6.1 billion, or 24.8% market loss on their investments last year. It is still one of the best funded and most stable public retirement plans in the country. The County's IMRF employer contribution rate for regular employees will increase from 7.44% this year to 9.19% in 2010. The Sheriff's Law Enforcement Personnel rate will increase from 20.52% to 22.90%. Our Early Retirement Incentive program accounts for one-half percent of one percent of this rate.

Wellness Program: Jan Morris from the Health Department leads our nationally recognized wellness program, which helps control insurance costs and absenteeism. The County's partnership with its employees is good for the budget and good for everyone's health. There will be an increase in premiums next year.

Five Year Capital Improvement Budget: Fiscal Year 2010 - Fiscal Year 2014: A smaller, lighter Five-Year Capital Improvement Program is also presented for your review and consideration.

Our County buildings are well maintained and we have just completed a \$10.1 million renovation project at the Law and Justice Center. No major capital projects are scheduled in our main buildings. Parks and Recreation projects have been deferred, and there are four modest sized projects at the Nursing Home. The FY 2009 five-year road plan had five projects listed for this year at a total value of \$6,685,000. Next year's plan calls for five projects valued at \$4,772,000.

Assembling a budget, especially when it is smaller than the previous year, requires a lot of patience and understanding on everyone's part. Thanks to the Elected Officials and Department Heads, union officials and all of our fellow employees for reminding us that it is not just a matter of coming to work every day - we are the County, and we care about each other and the people we serve.

This has been a true team effort. Thanks to Bill Wasson for the countless hours he worked on the budget. We had two great interns - Jason Carter for the second year, and Sara Gerke, who is now a full-time County employee.

For the first time in 32 years, we won't be thanking Don Newby for putting the books together for us. We got it done, though, thanks to Rich Gilliam, Corey Pearl, and Brad Runge.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2010 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2009 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2010 Recommended Budget be laid on the table for public review and comment.

Chairman Sorensen stated: Thank you Mr. Lindberg and thank you to all of your staff. Now it would be appropriate to take a motion to accept, refer, and lay on the table.

Members Owens/Soeldner moved the County Board approve the Fiscal Year 2010 Recommended Budget be accepted, referred, and laid on the table. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen stated: I will admonish the Committee Chairman to schedule additional meetings as needed of your Committees to get through your budget work in the roughly 60 day time line that we have to do this. I appreciate your efforts as always.

APPROVAL OF BILLS

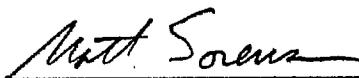
The McLean County Auditor presented the following and recommends it for payment.

MCLEAN COUNTY BOARD COMPOSITE

September 15, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$541,918.72	\$541,918.72
Finance	\$2,010.84	\$826,467.89	\$828,478.73
Human Services	\$7,687.37	\$552,184.74	\$559,872.11
Justice	\$1,167.00	\$1,700,101.02	\$1,701,268.02
Land Use		\$25,462.28	\$25,462.28
Property		\$404,164.42	\$404,164.42
Transportation		\$1,112,479.47	\$1,112,479.47
Health Board		\$574,991.49	\$574,991.49
Disability Board		\$32,772.18	\$32,772.18
T. B. Board		\$23,853.94	\$23,853.94
Total	\$10,865.21	\$5,794,396.15	\$5,805,261.36



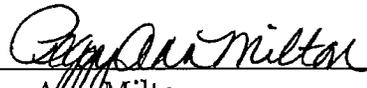
Matt Sorensen, Chairman
McLean County Board

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

The meeting was adjourned until October 20, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:47 a.m.

Matt Sorensen
County Board Chairman

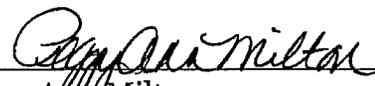


PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of September, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 15th day of October, 2009.



PeggyAnn Milton
McLean County Clerk