1. **Call to Order**

2. **Approval of Minutes**
   - August 27, 2019

3. **Informational Items / Reports / Other Minutes / Updates**
   - FFY19 State Court Improvement Program Grant Award
   - PCAPS Monthly Report
     - PCAPS Re-Roof Project
   - ETSB
   - EMA
     - Strategic Plan
   - Public Defender Report

4. **Resolution**
   - Amendment to Section 5 of the Peoria County Code – reassignment of duties of the Animal Review Board to the Hearing Officer

5. **Miscellaneous**

6. **Adjournment**
Call to Order
Chairman Rosenbohm called the meeting to order at 2:00 pm.

Approval of Minutes
A motion to approve the minutes of July 23, 2019 was made by Mr. Salzer and seconded by Ms. Pastucha. The motion carried.

Informational Items / Reports / Other Minutes / Updates

- PCAPS Monthly Department Report
  Ms. Spencer directed committee members to the submitted report and stood for any questions. There were no questions or comments from committee.

- ETSB
  No report.

- Emergency Management Agency
  Ms. Hendrickson updated the committee on activities for the month of August:
  - FEMA and IEMA met with both the County and City of Peoria to determine an Assistance Damage Assessment. She advised that there is no current timeframe on a decision regarding funding.
  - EMA will be the recipient of Complex Coordinated Terrorism Attack Grant award as a subcontractee.

- Public Defender Report
  Mr. Bach directed committee members to the submitted report and stood for any questions. There were no questions or comments from committee.
• Cannabis Regulation and Tax Act

Mr. Sorrel outlined components of the new Act impacting Peoria County operations:

➢ Personnel Policies – Mr. Sorrel advised that there is no language in the Act that prohibits Peoria County from retaining a reasonable drug-free workplace policy or disciplining employees for violation of the policy. He noted that a Federal law, the Drug Free Workplace Act, requires all Federal grant recipients to adopt a Zero Tolerance Policy, and stated that it will be necessary to balance that requirement with provisions in the Act. He also recommended needed policy discussion centered on the impact of the Act on prohibitive behavior related to controlled substances on courthouse property.

➢ Zoning and Land Use Regulations – Medical Cannabis is currently permitted as a Special Use for both the cultivation and dispensing in two Commercial Districts and two Heavy Industrial Districts. The new Act allows adoption of reasonable zoning restrictions for cultivation centers, craft growers, dispensaries, infusers, processors, and transporters, as well as allowing review of Bulk Regulations. Staff considerations include regulation of onsite consumption of cannabis in a cannabis or other business establishment, and policy addressing the variances between the Smoke Free Illinois Act and the Cannabis Regulation and Tax Act.

➢ Business Regulation – The Act allows for reasonable regulation of businesses and noted that the Peoria County Code of Ordinances currently regulates liquor sales. The Act recognizes local law enforcement, safety, and health inspections of businesses if necessary, and the County has the ability to potentially adopt and implement penalties for violations of local county ordinance.

➢ Taxation – The County has the ability to impose a Retailers Occupation Tax, the same type of tax already imposed on public safety and public facilities. The tax would have a maximum of 3% and can be imposed in 0.25% increments. A trailer bill to the Act establishes that the amount of the tax the county may imposed on sales of cannabis countywide. Municipalities also have the same Retailers Occupation Tax with the same provisions.

Mr. Sorrel briefly discussed the parameters and impact of expungement requirements. He remarked that as part of the budget process, the Sheriff’s Office has requested one full-time clerk position which will be 100% dedicated to processing expungements.

Mr. Elsasser voiced his hope for Peoria County to be the first county in the state of Illinois to ban the sale of cannabis, noting that cannabis continues to be illegal under Federal law and additionally stating that he cannot support the potential negative impact on youth. Mr. Sorrel indicated that it will be necessary for the County to balance the obligation to comply with Federal grant requirements with the provisions in the new Act.

Ms. Blair requested compiling data from the states that have already legalized recreational cannabis and asked for a report from the Sheriff at a future meeting on the impact on law enforcement. She also questioned the liability risks for a business allowing onsite consumption.

Peoria County citizen Karl Stach addressed the committee voicing concern with the discrepancy between Federal and State laws. He also asked about the regulatory differences between recreational cannabis and cigarette smoking. Mr. Sorrel advised that a dispensary or business that would allow for on-site smoking of cannabis is not required to comply with the Smoke Free Illinois Act. Mr. Evans explained that the new Act does not exempt cannabis from the Federal definition of a controlled substance. He stated that there is a struggle between the Federal statutes and the various states who have undertaken the legalization of growth, distribution and recreational use of marijuana. He stated that there are many intertwined dynamics between local, state and federal governments, including the
amount of control of the Federal government. He also advised that although the Federal government could enforce their laws in this area, it has currently chosen not to do so in recognition of a changing society.

Mr. Reneau asked if a countywide policy to prohibit the sale of cannabis remove the rights of municipalities to make those decisions on their own. Mr. Sorrel advised that passage of such an Ordinance would apply to unincorporated portions of the county only. He stated that each municipality has the ability within their corporate boundaries to make that decision.

**Resolutions**

- **Appropriation of Forfeiture Funds**
  A motion to approve was made by Mr. Reneau and seconded by Mr. Elsasser. Ms. Dickerson advised that chairs for attorneys, support staff in the State’s Attorney’s Office, and the Grand Jury Room have not been replaced since 2006. She said the chair are in disrepair and in need of replacement. She stated that Forfeiture Funds are to be utilized for the purchase of approximately 74 new chairs. The motion to approve carried unanimously.

- **2019 ILEAS Overtime Appropriation**
  A motion to approve was made by Mr. Salzer and seconded by Ms. Williams. Mr. Brunner advised that the Sheriff’s Office is a member of ILEAS (Illinois Law Enforcement Alarm System), which receives grant funding from the Department of Homeland Security providing reimbursement for training overtime expenses. The motion to approve carried unanimously.

**Adjournment**
The meeting was adjourned by Chairman Rosenbohm at 2:36 p.m.

*Recorded and Transcribed by: Jan Kleffman*
ISSUE: Peoria County Court Administration has been awarded a FFY19 State Court Improvement Program Grant Award Agreement for the Child Protection Data Courts Project

BACKGROUND/DISCUSSION:

The Peoria County Treasurer, on behalf of the Tenth Judicial Circuit, was again awarded a State Court Improvement Program Grant for the period of **October 1, 2019 through September 30, 2020** in the amount of **$12,629.00**. All funds available under this grant agreement are a portion of the Federal Fiscal Year 2019 State Court Improvement-Data Grant (CFDA#93.586) awarded to the Administrative Office of the Illinois Courts by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. The purpose of this grant is to perform services related to the Child Protection Data Courts Project which includes data collection/reporting related to Juvenile Abuse and Neglect cases and holding meetings to improve coordination and communication among child protection court stakeholders.

No budget amendment is necessary as sufficient funding has already been requested and appropriated. No matching funds are required and an indirect cost rate of 10% is included in the grant.

COUNTY BOARD GOALS:

PREPARED BY: Jennifer Shadid, Assistant Court Administrator
DEPARTMENT: Court Administration
DATE: September 3, 2019
State Court Improvement Program
Grant Award Agreement

This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as “AOIC”, and Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County, hereinafter referred to as the “Grantee”, for the Child Protection Data Courts (CPDC) Project.

The Court Improvement Program (CIP), is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, pursuant to Part B of Title IV of the Social Security Act (42 U.S.C. §620 et seq.). Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated information systems to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;
- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

Peoria County Treasurer agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:
   a. Grantee Name and Address:
      i. Peoria County Treasurer
         324 Main St., Room G15
         Peoria, IL 61602
   b. Grantee agrees to perform the following program activities (include recipient of services):
      i. Continuation funding will support local data collection and data-related activities, local CPDC team meetings and annual networking meeting.
   c. Identify Any Attachments To This Grant Agreement:
      i. EXHIBIT A – Grant Proposal
      ii. EXHIBIT B – Budget Summary and Narrative

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:
   a. The period of performance is from October 1, 2019 until September 30, 2020. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2019 State Court Improvement Program Data
Grant (CFDA# 93.586) awarded to the AOIC by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements are subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program Data Grant.

b. The maximum amount available under this grant agreement is $12,629.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation." At the end of the period of performance, any remaining unexpended funds shall be returned to the AOIC within 45 days of the grant period ending, as provided in the Illinois Grants Recovery Act (30 ILCS 705 et seq.). A check for the total balance shall be made payable to the “State of Illinois Treasurer.”

c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and the approval of the AOIC.

d. Obligations of the Supreme Court of Illinois and the AOIC shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The AOIC will use its best efforts to obtain sufficient funding to cover this agreement.

e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

a. **Budget.** An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the AOIC. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.

b. **Allowability of Costs.** Allowability of costs will be governed by the applicable Office of Management and Budget (OMB) circulars as noted in Section 15 of this agreement.

c. **Supplanting.** The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee’s funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes. Grantee further agrees and certifies that the financial assistance provided by the Administration for Children and Families through the AOIC, for the specified activities to be performed under this agreement will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.

d. **Procurement.** Procurement will be governed by applicable OMB circulars as noted in Section 15 of this agreement.

e. **Subcontracting/Subgranting.** Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or the AOIC. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.
4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:
   a. The Grantee, and any subcontractor or subgrantee, as applicable, agree that the Supreme Court of Illinois, the Illinois Auditor General, the Illinois Attorney General, the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any person or entity so authorized by them, shall have the right to examine any records which relate to this grant agreement.

   b. The Grantee and any subcontractor or subgrantee, as applicable, shall maintain, for a minimum of 3 years from the later of the date of final payment under the agreement or completion of the agreement, adequate books, records, and supporting documents to verify the amounts, eligible recipients, and uses of all disbursements of funds passing in conjunction with this agreement. The 3 year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code). The agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the parties listed in subsection a of Section 4. The Grantee and any subcontractor or subgrantee, as applicable, agrees to cooperate fully and to provide full access to all relevant materials. The Grantee and any subcontractor or subgrantee, as applicable, shall be responsible for keeping proper, complete, and accurate accounting records of all grant funds. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and Judicial Branch Procurement Code. State and Grantee/subcontractor/subgrantee agree that any of Grantee's records which have the potential for identifying individuals who have sought or received assistance through the Grantee/subcontractor/subgrantee are private and confidential and are additionally subject to the confidentiality provisions of Rule 1.6 (d) and (e) of the Supreme Court of Illinois' Rules of Professional Conduct. Further, pursuant to 30 ILCS 5/6-1, "confidential records disclosed to the Office of the Auditor General shall be subject to the same legal confidentiality and protective restrictions in the Office of the Auditor General as such records and information have in the hands of the official authorized custodian."

5. PERFORMANCE AND COMPENSATION:
   a. The parties agree to the program activities and grant funding amounts delineated herein. Grantees or subgrantees must obtain prior written approval from the AOIC for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval), need to extend the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In research projects, a change in the project director or principle investigator shall always require approval.

   b. In accordance with Department of Treasury regulations, 31 CFR Part 205, the Grantee agrees to limit requests to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these requirements may cause suspension of the grant funds.

   c. Advance requests for CIP funds shall be submitted in writing on the form entitled Request for Disbursement of Grant Funds. Funds should be requested at least four weeks prior to the Grantee's anticipated date of expenditure to allow the AOIC time to process the request.

   d. Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled Request for Disbursement of Grant Funds. Funds may be requested up to 90 days following the end of the grant funding period.

   e. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state laws and regulations. Upon satisfactory review, the request shall be approved by the AOIC. Funds will not be disbursed until all outstanding program and financial reports described in Section 6 of this agreement are received by the AOIC.
6. REPORTING REQUIREMENTS:
   a. Quarterly Reports. The Grantee must submit quarterly reports to the AOIC as a condition of this agreement. These reports shall be due as follows:

<table>
<thead>
<tr>
<th>Quarterly Reports</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter</td>
<td>October 1, 2019 – December 31, 2019</td>
<td>January 31, 2020</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>January 1, 2020 – March 31, 2020</td>
<td>April 30, 2020</td>
</tr>
<tr>
<td>Third Quarter</td>
<td>April 1, 2020 – June 30, 2020</td>
<td>July 31, 2020</td>
</tr>
<tr>
<td>Fourth/Final Quarter</td>
<td>July 1, 2020 – September 30, 2020</td>
<td>October 30, 2020</td>
</tr>
</tbody>
</table>

   b. Each quarterly report shall be on such forms as prescribed by the AOIC, and shall include, at a minimum, the following information:
      i. A narrative description of the project activities and services performed during the reporting period, including a description of how those activities/services furthered or accomplished the goals set forth in the grant agreement;
      ii. A summary of any significant problem areas that occurred during the reporting period and how those problems were/will be resolved;
      iii. If applicable, an outline of project activities/services planned for the upcoming reporting period;
      iv. A fiscal report, on such forms as prescribed by the AOIC, providing quarterly and cumulative expenditure amounts, quarterly and cumulative match generated (if applicable), and ending cash balance during the reporting period;
      v. The final quarterly report shall also include a cumulative description of all project activities and services performed during the grant period, and shall also include a description of the quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show the schedule of accomplishments;
      vi. Any additional programmatic or fiscal information, as requested by the AOIC.

   c. Compensation for Personnel Services Form. If CIP funds will be used for personnel costs, the Grantee shall submit written certification and payroll documentation of personnel costs to the AOIC as a condition of this agreement. This documentation shall be on such forms as prescribed by the AOIC, and shall be due as follows:

<table>
<thead>
<tr>
<th>Reporting Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Institutions</td>
<td>Annually</td>
</tr>
<tr>
<td>State and Local Governments</td>
<td>Semi-Annually</td>
</tr>
<tr>
<td>Not-for-Profit</td>
<td>Per pay period</td>
</tr>
</tbody>
</table>

   d. Closeout Requirements. Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the AOIC that the agreement is closed in good standing.

7. MONITORING: The AOIC shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement: may include reviews of fiscal and program reports; site visits which may include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subrecipient, as applicable, has complied with this grant agreement. The AOIC is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to
assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity (See 45 CFR 92.40).

8. LIABILITY AND INSURANCE:
   a. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee-provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be $250,000 per person and $500,000 per occurrence and for property damage, $100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.

   b. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the AOIC and indemnifies and holds the AOIC harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the AOIC.

   c. The State may self-insure against any and all risks.

9. GOVERNING LAW: This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 et seq.).

10. ENTIRE AGREEMENT: Except as provided in Section 11, this grant agreement, including any addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. INCORPORATIONS: Unless specifically excluded by mention, the following documents are incorporated by reference herein:
   a. All approved grant proposals, application narratives, and budget summaries submitted to the AOIC by Grantee in connection with this grant agreement;
   b. All forms and documents listed or attached herein as exhibits.

12. SEVERABILITY: If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

13. MODIFICATIONS: Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

14. WAIVER: The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
15. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:
   a. Federal Rules and Regulations. The Grantee acknowledges that all State Court Improvement Program funds are subject to and Grantee agrees to abide by and comply with all applicable federal rules and regulations, including but not limited to:
      i. 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
      ii. 2 CFR Part 225: Cost Principles for State, Local and Indian Tribal Governments;
      iii. 2 CFR Part 376: Nonprocurement Debarment and Suspension;
      iv. 45 CFR Part 16: Procedures of the Departmental Grant Appeals Board;
      v. 45 CFR Part 30: Claims Collection;
      vi. 45 CFR Part 80: Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
      vii. 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
      viii. 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
      ix. 45 CFR Part 86: Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
      x. 45 CFR Part 87: Equal Treatment for Faith-Based Organizations;
      xi. 45 CFR Part 91: Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
      xii. 45 CFR Part 92: Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
      xiii. 45 CFR Part 93: New Restrictions on Lobbying;
      xiv. 45 CFR Part 95, Subpart E: Cost Allocation Plans;
      xv. 45 CFR 100.12: How may a State simplify, consolidate, or substitute federally required state plans?
      xvi. All applicable agency guidance documents issued by the U.S. Office of Management and Budget.
      xvi. All applicable Program Instructions, Information Memoranda, Technical Bulletins or other agency guidance documents issued by the U.S. Department of Health & Human Services Administration for Children & Families relative to the State Court Improvement Program.
   b. Disclosure Requirements. As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:
i. the percentage of the total costs of the program or project which will be financed with Federal money;

ii. the dollar amount of Federal funds for the project or program; and

iii. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

c. **Purchase of American-Made Products and Equipment.** As stated in Section 507 of Public Law 103-333, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.

d. **Smoking Prohibitions.** The Grantee must comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 U.S. C. §7183), and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal government, either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children’s services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

e. **Religious Activity Prohibitions.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Grantee must take steps to separate, in time or location, their inherently religious activities from the services funded under this program (See 45 CFR Part 87).

f. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the Grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93).

g. **Human Trafficking Provisions.** This grant agreement is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104) and Grantee acknowledges that this grant agreement may be subject to termination or any other remedial actions authorized under 22 U.S.C. § 7104b(c), if the Grantee, or any subgrantee or subcontractor, as applicable, engages in, or uses labor recruiters, brokers, or other agents who engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;

iii. The use of forced labor in the performance of the grant, contract, or cooperative agreement; or

iv. Acts that directly support or advance trafficking in persons, including the following acts:

   1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents.
2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless—
   A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
   B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

4. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee’s monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

5. Providing or arranging housing that fails to meet the host country housing and safety standards.

h. Transparency Act Requirements. Awards under these programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

i. Debarred and Suspended Parties. By signing and submitting this Agreement, the Grantee and any sub-grantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" (See 45 CFR 92.35).

j. Copyrights. The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
   i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
   ii. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.


l. Clean Air Act and Federal Water Pollution Control Act. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Health and Human Services and the Regional Office of the Environmental Protection Agency (EPA).
m. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

n. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Illinois Department of Labor (See 820 ILCS 130/0.01 et seq.).

o. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall 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) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commissioner; (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 (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

16. CERTIFICATIONS:

a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. (See Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).

b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (See 720 ILCS 5/33E-3, 33E-4).

c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan (See 5 ILCS 385/3).

d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a Grantee, subgrantee or subcontractor from entering into a contract with a State agency if the Grantee/subgrantee/subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Grantee/subgrantee/subcontractor has made an admission of guilt of such conduct which is a matter of record. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee 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.

f. Legal Status Disclosure. Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

**Grantee and/or Business Name:** Peoria County Treasurer

**Taxpayer Identification Number or SSN:** 37-6001763

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee’s Social Security Card. If the Grantee is a sole proprietorship, enter the owner’s name followed by the name of the business and the owners’ Social Security Number. For all other entities, enter the Grantee’s name as it appears on the Application for Employer’s Identification Number and the Employer’s Identification Number.)

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership
- Other: ____________________________

h. Debt Delinquency. Grantee certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if the grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the grant.

h. Collection and Remittance of Illinois Use Tax. Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.
i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the grant agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (See 30 ILCS 583/10).

j. **Prohibited Bidders and Contractors.** Grantee, and all subcontractors subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

k. **Corporate Accountability.** Grantee certifies that this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 et seq.) which requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.

l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act (415 ILCS 5/1 et seq.) for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.

m. **Prohibition of Goods Produced by Child Labor.** Grantee 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 12 (See 30 ILCS 584/10).

n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

p. **Drug Free Workplace:** If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4). If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee agrees that it will provide a drug free workplace by:

  i. Publishing a statement:

  1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in 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 abide the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

   ii. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.

   iii. Providing a copy of the statement required by Subsection (i) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   iv. Notifying the contracting or granting agency within 10 days after receiving notice under Subsection (i)(3) above from an employee or otherwise receiving actual notice of such conviction.

   v. 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 (360 ILCS 580/5).

   vi. 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.

   vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 et seq.

15. NOTICES: Notices to the Grantee shall be sent to the addresses listed in paragraph 1a on page one. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488, Attn: CIP Grants Program Developer.

16. SIGNATURE: Grantee certifies under oath that: all information in this grant agreement is true and correct to the best of grantee's knowledge, information and belief; and that the funds shall be used only for the purposes described in the grant agreement. Grantee acknowledges that the award of grant funds is conditioned upon such certification.

The undersigned person signing this agreement on behalf of grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.
May 23, 2019

Ms. Samantha Willeford
CIP Grants Program Developer
Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, IL 62704

RE: Child Protection Data Courts Project

Dear Ms. Willeford:

Thank you for the opportunity to participate in the Child Protection Data Courts (CPDC) Project since 2013. With our recent involvement in NCSC's Reimagining Dependency Project and the acquisition of the automated data harvester, we've made great strides in improving the court process and enhancing permanency. We look forward to continuing this into the next grant term.

We've reviewed and coded all Juvenile Abuse & Neglect cases that were closed in 2018, which amounted to 429 cases. Courts' staff and the data coder also attended all quarterly Court Improvement Project & Permanency Enhancement meetings and the annual meeting hosted by the AOIC in September 2018. A subcommittee made up of the Local CPDC team members also met more often than quarterly, to review the CIP/PEP's mission and work on a strategic plan. We are very pleased with everyone's commitment to the project and are hoping to continue receiving these grant funds.

Please do not hesitate to contact me should you have any questions regarding the attached budget request.

Sincerely,

Rena' K. Parker
Court Administrator

Enclosures
**BUDGET SUMMARY**

**Applicant Name:** Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County

**Project Name:** Child Protection Data Courts (CPDC) Project

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Requested CIP Funds</th>
<th>Match Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Travel</td>
<td>$75,000</td>
<td>$25,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Personnel</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractual</td>
<td>10,220.00</td>
<td></td>
<td>10,220.00</td>
</tr>
<tr>
<td>Travel</td>
<td>261.00</td>
<td></td>
<td>261.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>1,000.00</td>
<td></td>
<td>1,000.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Direct Costs:</strong></td>
<td><strong>11,481.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>11,481.00</strong></td>
</tr>
<tr>
<td><strong>Indirect Costs:</strong> (Rate: 10%)</td>
<td><strong>1,148.00</strong></td>
<td></td>
<td><strong>1,148.00</strong></td>
</tr>
<tr>
<td><strong>Total Direct + Indirect Costs:</strong></td>
<td><strong>12,629.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>12,629.00</strong></td>
</tr>
</tbody>
</table>

**Indirect Costs:** Indirect cost rates are only allowable if the Grantee has a current and documented federally approved indirect cost rate or a provisional letter from a cognizant federal agency that applies during the term of this agreement. Appropriate documentation must be attached to apply an indirect cost rate. If the indirect cost rate has not been approved, costs must be budgeted in the direct cost line items.

* The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

<table>
<thead>
<tr>
<th>Source of Match</th>
<th>Amount</th>
<th>Personnel Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: County Budget</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Match Contribution:</strong></td>
<td><strong>0.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
## BUDGET NARRATIVE

### Applicant Name
Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County

### Project Name
Child Protection Data Courts (CPDC) Project

Note: If this form does not provide adequate space, please attach additional sheets.

**Personnel:** Indicate the name of the employee (if available) and their position name/title, project duties and responsibilities, percentage of full time equivalent (FTE), hours worked per week on which FTE is based, annual salary, and the budget amount. *(Note: Final personnel costs charged to this agreement must reflect actual contract activity of each employee, account for total activity for which the employee is compensated, be reported at least monthly coinciding with one or more pay periods, and be signed by the employee and supervisory official having first hand knowledge of the work performed by the employee).*

<table>
<thead>
<tr>
<th>Employee Name (if available) and Position Name/Title</th>
<th>Project Duties and Responsibilities</th>
<th>% FTE</th>
<th>Average Work Hrs. Per Week</th>
<th>Annual Salary</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL PERSONNEL:** $0.00

**Fringe Benefits:** Indicate the name of the employee (if available) and their position name/title, benefit type, benefit rate, and the budget amount for each project personnel.

<table>
<thead>
<tr>
<th>Employee Name (if available) and Position Name/Title</th>
<th>Benefit Type</th>
<th>Benefit Rate</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL FRINGE BENEFITS:** $0.00
**Contractual:** For each product/service, itemize its purpose, quantity, unit cost, and budget amount. Subcontracts are subject to federal guidelines and require prior Administrative Office of the Illinois Courts approval. To the extent possible, procurement must demonstrate full and open competition. Travel costs, as a part of the sub-contract, are subject to applicable state rates. Food and beverage costs must meet the provisions of the federal guidelines.

<table>
<thead>
<tr>
<th>Product/Service</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Data Coder</td>
<td>Code court data on JA cases</td>
<td>1</td>
<td>1</td>
<td>9,420.00</td>
</tr>
<tr>
<td>Food/Beverages</td>
<td>Local team meetings</td>
<td>4</td>
<td>200</td>
<td>800.00</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL:** $10,220.00

**Travel:** For each travel expense, itemize the traveler, activity/event, expense type (i.e., mileage, lodging, per diem/meal allowance, ground transportation, airfare, etc.), calculation, and budget amount. All travel is subject to applicable State rates per mile; $7 per quarter or $28 per day; and lodging at the rate determined for the geographic area. Out of state travel requires prior approval from the Administrative Office of the Illinois Courts.

<table>
<thead>
<tr>
<th>Traveler</th>
<th>Activity/Event</th>
<th>Expense Type</th>
<th>Calculation</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local CPDC Team</td>
<td>CPDC Networking</td>
<td>Mileage &amp;</td>
<td>Est. = 261.00</td>
<td>261.00</td>
</tr>
<tr>
<td>Members</td>
<td>Meeting</td>
<td>per diem</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL TRAVEL:** $261.00

**Supplies:** For each commodity, itemize the purpose, quantity, unit cost, and budget amount. Unit cost must be less than $5,000 per item. To the extent possible, commodities purchased should be made in America (Section 507, P.L. 103-333).

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPDC computer</td>
<td>CPDC project computer for data coder</td>
<td>1</td>
<td>1000</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

**TOTAL SUPPLIES:** $1,000.00
**Equipment:** List each equipment item, its purpose, quantity, unit cost, and budget total. Unit costs must be at least $5,000. Changes to this budget line require prior approval from the Administrative Office of the Illinois Courts. To the extent possible, equipment purchased should be made in America (Section 507, P.L. 103-333).

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EQUIPMENT:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**Other:** For costs not specifically identified above, list its purpose, quantity, unit cost, and budget total.

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL OTHER:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice  
LINE ITEM:

MEETING DATE: September 24, 2019  
AMOUNT:

ISSUE: FOR INFORMATION ONLY

BACKGROUND/DISCUSSION:
The attached report outlines the activity of Peoria County Animal Protection Services during the month of August 2019. It includes information from the same period in 2018 for comparison purposes.

COUNTY BOARD GOALS:

- FINANCIAL STABILITY
- INFRASTRUCTURE STEWARDSHIP
- EFFECTIVE SERVICE DELIVERY
- HEALTHY VIBRANT COMMUNITIES
- WORKFORCE DEVELOPMENT
- COLLABORATION

STAFF RECOMMENDATION:

COMMITTEE ACTION: INFORMATIONAL ITEM

PREPARED BY: Becky Spencer  
DEPARTMENT: PCAPS  
DATE: September 12, 2019
## Animal Statistics

<table>
<thead>
<tr>
<th>Animal Intake</th>
<th>AUG 2019</th>
<th>AUG 2018</th>
<th>YTD 2019</th>
<th>YTD 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat</td>
<td>270</td>
<td>209</td>
<td>1,362</td>
<td>1,298</td>
</tr>
<tr>
<td>Dog</td>
<td>195</td>
<td>189</td>
<td>1,196</td>
<td>1,179</td>
</tr>
<tr>
<td>Other</td>
<td>31</td>
<td>61</td>
<td>193</td>
<td>229</td>
</tr>
<tr>
<td>TOTAL</td>
<td>496</td>
<td>459</td>
<td>2,751</td>
<td>2,706</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Animal Outcomes</th>
<th>AUG 2019</th>
<th>AUG 2018</th>
<th>YTD 2019</th>
<th>YTD 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted</td>
<td>83</td>
<td>86</td>
<td>639</td>
<td>728</td>
</tr>
<tr>
<td>Died</td>
<td>6</td>
<td>6</td>
<td>28</td>
<td>39</td>
</tr>
<tr>
<td>Euthanized</td>
<td>260</td>
<td>197</td>
<td>1,354</td>
<td>1,146</td>
</tr>
<tr>
<td>Other</td>
<td>7</td>
<td>21</td>
<td>67</td>
<td>101</td>
</tr>
<tr>
<td>Returned to Owner</td>
<td>62</td>
<td>61</td>
<td>426</td>
<td>441</td>
</tr>
<tr>
<td>Transfer</td>
<td>20</td>
<td>44</td>
<td>241</td>
<td>222</td>
</tr>
<tr>
<td>TOTAL</td>
<td>438</td>
<td>414</td>
<td>2,755</td>
<td>2,676</td>
</tr>
</tbody>
</table>

## Field Activities - Calls for Service by Type

<table>
<thead>
<tr>
<th>Activity</th>
<th>AUG 2019</th>
<th>AUG 2018</th>
<th>YTD 2019</th>
<th>YTD 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist</td>
<td>15</td>
<td>14</td>
<td>73</td>
<td>111</td>
</tr>
<tr>
<td>Dead</td>
<td>1</td>
<td>1</td>
<td>11</td>
<td>17</td>
</tr>
<tr>
<td>Emergency</td>
<td>67</td>
<td>145</td>
<td>256</td>
<td>371</td>
</tr>
<tr>
<td>Investigation</td>
<td>616</td>
<td>932</td>
<td>4,780</td>
<td>5,667</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>9</td>
<td>14</td>
</tr>
<tr>
<td>Owned</td>
<td>2</td>
<td>1</td>
<td>14</td>
<td>9</td>
</tr>
<tr>
<td>Rescue</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>Routine Patrol</td>
<td>10</td>
<td>8</td>
<td>144</td>
<td>231</td>
</tr>
<tr>
<td>Stray</td>
<td>326</td>
<td>390</td>
<td>2,539</td>
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<tr>
<td>Transport</td>
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<td>68</td>
<td>465</td>
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<td>Wild</td>
<td>201</td>
<td>212</td>
<td>804</td>
<td>872</td>
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<tr>
<td>Extra Service</td>
<td>47</td>
<td>51</td>
<td>388</td>
<td>391</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1334</td>
<td>1,822</td>
<td>9,485</td>
<td>10,882</td>
</tr>
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</table>
Field Activities - Calls for Service by Jurisdiction

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>AUG 2019</th>
<th>AUG 2018</th>
<th>YTD 2019</th>
<th>YTD 2018</th>
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<tbody>
<tr>
<td>Bartonville</td>
<td>18</td>
<td>70</td>
<td>197</td>
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<tr>
<td>Bellevue</td>
<td>11</td>
<td>4</td>
<td>54</td>
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<td>Brimfield</td>
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<td>3</td>
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<tr>
<td>Chillicothe</td>
<td>59</td>
<td>61</td>
<td>396</td>
<td>467</td>
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<tr>
<td>City of Peoria</td>
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<td>Unincorporated</td>
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<td>Dunlap</td>
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<td>13</td>
<td>80</td>
<td>111</td>
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<td>Elmwood</td>
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<td>Glasford</td>
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<td>78</td>
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<td>Kingston Mines</td>
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<td>Mapleton</td>
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<td>7</td>
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<tr>
<td>Out of County</td>
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<td>9</td>
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<td>Princeville</td>
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<td>West Peoria</td>
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<td>185</td>
<td>270</td>
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<td><strong>Total</strong></td>
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<td><strong>1,822</strong></td>
<td><strong>9,485</strong></td>
<td><strong>10,882</strong></td>
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</tbody>
</table>
AGENDA BRIEFING

COMMITTEES: Public Safety and Justice Committee

MEETING DATE: September 24, 2019

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>LINE ITEM</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>EXPENSE:</td>
<td>Building Improvement</td>
<td>026-1-026-3-364-54107</td>
<td>$44,770.00</td>
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ISSUE: INFORMATIONAL

The roof on the PCAPS Building is beyond its useful life and is experiencing several leaks. This roof needs to be replaced.

BACKGROUND/DISCUSSION:

PCAPS-19-001 - PCAPS Site Improvements identified the roof as needing to be replaced. The 2019 Capital was approved for $80,000.00 as Line Item 026-1-026-3-364-54107. A portion of this 2019 Capital will be allocated for this work. Facilities, Finance and PCAPS Staffs worked together to define a Scope-Of-Work, estimate potential costs, develop Bid Documents, and Bid the work as Peoria County Animal Protection Services Re-Roof #05-05-19. Bids were received on 09-12-19. Three Companies responded.

Facilities and Finance Staff reviewed the Bids. Western Specialty Contractors was the apparent low Bidder. See Bid Results below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid Items 1-9</th>
<th>Item 10</th>
<th>Item 11</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>Western Specialty Contractors</td>
<td>$44,770.00</td>
<td>$3.00 (PSF)</td>
<td>$16.00 (2&quot;x6&quot;x2LF = $8.00 PLF of 2&quot;x6&quot;)</td>
<td>$44,770.00 + Items 10 and 11</td>
</tr>
<tr>
<td>Designed Roofing Systems Inc.</td>
<td>$66,000.00</td>
<td>$4.50 PSF</td>
<td>$10.00 PSF</td>
<td>$66,000.00 + Items 10 and 11</td>
</tr>
<tr>
<td>Kreiling Roofing Company</td>
<td>$67,442.00</td>
<td>$3.19 PSF</td>
<td>$2.95 PSF</td>
<td>$67,442.00 + Items 10 and 11</td>
</tr>
<tr>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Total Request</td>
<td></td>
<td></td>
<td></td>
<td>$49,770.00 + Items 10 and 11</td>
</tr>
</tbody>
</table>

Facilities and Finance are processing a Purchase Order to Thermal Imaging Services, Inc. to do an infrared scan on the existing roof. This scan will identify wet spots in the existing roof insulation. This information will allow the County and the Contractor to quantify the amount of bad insulation and wood blocking that needs to be replaced. This information will then be priced using Items 10 and 11.
Staff is recommending that Western Specialty Contractors (WSC) be awarded the Bid for the re-roof of the PCAPS Building to include their Base Bid of $44,700.00, plus their Unit Pricing in Items 10 and 11. (Note: Staff clarified WSC Unit Pricing during the Bid review process.) Staff also requests Contingency Funding of $5,000.00 be established for this work at this time.

Staff is further requesting that the County Administrator, with the approval of SAO, shall oversee the issuances of the necessary Purchase Orders, Change Orders, and other Documents necessary to accomplish this Work with WSC.

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COUNTY BOARD GOALS:

Infrastructure Stewardship

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STAFF RECOMMENDATION:
Approve the commitment of sufficient 2019 Capital PCAPS-19-001 funds for this re-roofing work. Authorize the County Administrator, with the approval of SAO, to issue necessary documents to complete this portion of the Project with WSC.

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COMMITTEES ACTION:

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PREPARED BY: Daniel O'Connell, Director, Facilities and Grounds Operations
DATE: September 18, 2019
Meeting #231 of the Emergency Telephone System Board convened at 5:00 P.M., on Wednesday, March 6, 2019, at the Peoria County ETSB Office. Members present: D. Tuttle, M. Cheatham, J. Doering, B. Asbell, L. Marion, S. Mettille, T. Mitzelfelt, and D. Sutton. Absent: G. Kantner, E. Olehy, and R. Williams.

Guests present introduced themselves and they are noted on the sign in sheet.

Chairperson Tuttle requested a motion for approval of the minutes for January 16, 2019 ETSB Meeting.

Motion No. 1 - Motion to approve the previous minutes.
Proposed by: B. Asbell    Seconded by: Tom Mitzelfelt
Discussion: None    Carried: Unanimously

CITIZEN’S REMARKS – None.

CHAIRPERSON’S REPORT – David Tuttle –

Officer Elections
Chairperson Tuttle asked for a motion to open the floor for Officer Elections.

Motion No. 2 - Motion to open the floor for Officer Elections.
Proposed by: John Doering    Seconded by: Scott Mettille
Discussion: None    Carried: Unanimously

Motion No. 3 - Motion to nominate David Tuttle as Chairperson.
Proposed by: John Doering    Seconded by: Scott Mettille
Discussion: None    Carried: Unanimously

Motion No. 4 - Motion nominate Mike Cheatham as the Vice-Chairperson.
Proposed by: John Doering    Seconded by: Dustin Sutton
Discussion: None    Carried: Unanimously

Motion No. 5- Motion nominate John Doering as the Secretary.
Proposed by: Mike Cheatham    Seconded by: Brian Asbell
Discussion: None    Carried: Unanimously

Motion No. 6- Motion nominate Gary Kantner as the Treasurer.
Proposed by: John Doering    Seconded by: T. Mitzelfelt
Discussion: None    Carried: Unanimously

Motion No. 7- Motion to close the floor for nominations.
Proposed by: B. Asbell    Seconded by: T. Mitzelfelt
Discussion: None    Carried: Unanimously
VICE-CHAIRPERSON’S REPORT – Michael Cheatham – No report.

SECRETARY’S REPORT – John Doering – No report.

TREASURER’S REPORT – Gary Kantner – Absent.

The cashflow report was prepared and provided in member’ packets. Amy provided a brief overview of expenses for the reporting period.

Motion No. 7 – Motion to approve the Treasurer’s Report.
Proposed by: B. Asbell Seconded by: M. Cheatham
Discussion: None Carried: Unanimously

COMMITTEE REPORTS –
Technical Committee –
Mike reported that the ETSB and user agencies are two months into use of the StarCom21 system. The ETSB is taking care of some issues along the way, including some programming issues, local frequency programming and cleaning up some items. When programming takes place it will also make a modification to how the emergency button on the top of the radios is to be reset.

Mike showed the map displayed at both end of room showing the StarCom21 coverage. The green coverage on the map was the existing coverage with the previous P25 radio system. The red coverage area on the map shows additional sites that Motorola has allowed into our footprint and radios can roam to those ASR sites, except for some select talk groups.

Sheriff Asbell inquire about structures that do not have good coverage in buildings such as high schools. David advised that the ETSB will be setting up meetings with appropriate parties for those schools that may have coverage issues and there could be a need for the purchase of bi-directional amplifier (BDA). It can be arranged for the schools to be tested for coverage if needed. The estimated cost of a BDA and install varies depending on the size of the BDA and the size of the building coverage needed.

Mike gave an overview of the Genesis monitoring system/display that the ETSB purchased in order to monitor the Peoria system traffic on the Motorola StarCom21 system.

Mike advised that the phone system project is moving; the ETSB had a Kickoff meeting last week with Solacom and the contract was signed. Mike asked Amy to provide an update to the Board. Amy reported that the contract was signed by Chairperson Tuttle last week, Solacom has countersigned it and copies are in the mail back to the ETSB. The kickoff meeting was held last Wednesday. Today a weekly conference call took place as well as a GIS Call, a site survey visit is tentatively scheduled for next week, and tentative cut over time frame of end of May or early June.

OLD BUSINESS – None.

NEW BUSINESS –
Grant Opportunities –
David reported that the State provided a short opportunity to submit a consolidation grant and a GIS grant under the NG 9-1-1 grant opportunity. The ETSB did submit a consolidation grant. The ETSB
met with and talked with Peoria County GIS about the GIS grant; it was discovered that Fulton County was making a regional effort grant that ultimately included 11 counties. The ETSB, with communication with the GIS department, decided to go into the joint grant effort that Fulton County submitted on behalf of the group of counties. It is possible that there will be confirmation of the GIS grant approval and the amount in the next 30-60 days.

NEXT REGULAR MEETING DATE – Wednesday, May 1, 2019, at 5:00 P.M. at the Peoria County ETSB office, 6913 W. Plank Road, Peoria.

Motion No. 8 – Motion to adjourn.
Proposed by: Brian Asbell
Discussion: None
Seconded by: Loren Marion
Carried: Unanimously
ADJOURNMENT at 5:22 PM.
PEORIA COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD
Enhanced 9-1-1

Special Meeting #232 of the Emergency Telephone System Board convened at 3:00 P.M., on Wednesday, April 17, 2019, at the Peoria County ETSB Office. Members present: D. Tuttle, M. Cheatham, J. Doering, G. Kantner, L Marion, S. Mettille, T. Mitzelfelt, E. Olehy, and R. Williams. Absent: D. Sutton
Guests present are noted on the sign in sheet.

CITIZEN’S REMARKS – None.

NEW BUSINESS –
Replacement Vehicular Repeaters Purchase –
Mike explained the vehicular repeater purpose, extended coverage in remote areas or in buildings with poor coverage, these will allow communication back out to other radios outside of the building or area with poor coverage. This is something that the ETSB knew needed to be purchased with the move to StarCom21 system and has planned for. The ETSB, with Motorola and Supreme, tested several types and models such as digital versus analog. The ETSB was very concerned with audio reliability and not having something that would cut out; the recommended unit also provides buffering. The system has proven to provide very good coverage and these repeaters are not needed on a regular basis. When going to the Motorola system, the ETSB had committed to replacing the previously purchased vehicular repeaters by the agencies.

Motion No. 1 – Motion to approve the purchase of the APX4500 and Futurecom VRX1000 with installation and programming to be completed by Supreme Radio Communications for a total amount not to exceed $100,000.
Proposed by: Gary Kantner Seconded by: Loren Marion
Discussion: Chief Olehy asked how many were for the City of Peoria. David gave the breakdown of the units; two are for Peoria Fire, one for each Battalion Chief vehicle.
Carried: Unanimously

John Doering entered the meeting at 3:07 PM

PSAP Chair Purchase –
David asked for approval to replace up to eight (8) replacement chairs, five (5) for the Peoria PSAP and three (3) for Bartonville PSAP. The PSAP chairs are utilized 24/7 and wear quickly. The ETSB has not replaced any chairs since 2016. Mike added that some of the PSAP chairs are currently in need of replacement and he would recommend a purchase eight (8).

Motion No. 2 – A motion to approve the purchase of eight 24/7 Call Center Seating chairs from Miller at Work for a cost not to exceed $14,400 plus associated freight and shipping cost.
Proposed by: Scott Mettille Seconded by: Edward Olehy
Discussion: None Carried: Unanimously

Motion No. 3 – Motion to adjourn.
Proposed by: Gary Kantner Seconded by: Loren Marion
Discussion: None Carried: Unanimously

ADJOURNMENT at 3:10 PM.
**Peoria County Board Public Safety & Justice Committee**


**Significant Events (Incident Reports)**
- Weather Spotter Activations - NA

**Meeting Attendance**
- 08/21/2019 - Illinois Emergency Management Agency Region 6 Meeting
- 08/26/2019 - Met with Greater Peoria Sanitary District
- 08/27/2019 - Peoria Co. Healthcare Preparedness Coalition
- 09/11/2019 - Central Illinois Coalition Active in Response Planning (Peoria Co. Panel Discussion on a Complex Coordinated Terrorism Attack)
- 09/13/2019 - Illinois Incident Management Team Meeting

**Drill/Exercise Participation**
- Initiated monthly Outdoor Warning Siren Drill on Tuesday 09/03/2019

**Training Attendance**
- 08/29/2019 – Stop the Bleed Training
- 09/04/2019 – 09/05/2019 Illinois Emergency Management Agency Preparedness Summit

**Outreach**
- 08/28/2019 – WPNV Radio Interview

**Grant Management**
- Submitted Emergency Performance Management Grant 3rd Quarter Report to IEMA

**Equipment Status**
- Outdoor Warning Siren 3012 – Replaced batteries
- Outdoor Warning Siren 4005 – Replaced batteries

**Facilities**
- NA

**Strategic Plan**
- 08/27/2019 Strategic Planning Meeting approved identified goals.

**Misc.**
- Peoria Co. Board recognized September as National Preparedness Month with a proclamation during the September County Board Meeting
Mr. Paul Rosenbohm  
Chairman  
Public Safety & Justice Committee  

Honorable Paul P. Gilfillan  
Chief Judge of the Tenth Judicial Circuit  

Dear Chairman Rosenbohm & Chief Judge Gilfillan,  

Please consider this the monthly report for the Public Defender’s Office of Peoria County for the month of August 2019.  

The Public Defender’s Office is continuing to serve the needs of those individuals in Peoria County charged with crimes and facing possible jail time and/or the potential loss of parental rights, including handling all appeals arising from adjudications seeking to terminate parental rights.  

**August 2019 Public Defender Statistical Data**  

<table>
<thead>
<tr>
<th>Division</th>
<th>Pending Case Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony</td>
<td>470</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>697</td>
</tr>
<tr>
<td>DUI</td>
<td>313</td>
</tr>
<tr>
<td>Traffic</td>
<td>3730</td>
</tr>
<tr>
<td>Juvenile Abuse &amp; Neglect</td>
<td>714</td>
</tr>
<tr>
<td>Juvenile Delinquency</td>
<td>172</td>
</tr>
<tr>
<td>Drug Court</td>
<td>48</td>
</tr>
<tr>
<td>Mental Health Court</td>
<td>26</td>
</tr>
<tr>
<td>Veteran’s Court</td>
<td>5</td>
</tr>
<tr>
<td>Post-Conviction</td>
<td>68</td>
</tr>
</tbody>
</table>
I appreciate the opportunity to serve you and the County and please do not hesitate to contact me with questions or for discussion.

Very Truly Yours,

Nathan R. Bach
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: September 24, 2019

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: Proposed amendment to Section 5 of the Peoria County Ordinance, in order to reassign the duties of the Animal Review Board to the Hearing Officer.

BACKGROUND/DISCUSSION:
Per the County Ordinance, the Animal Review Board currently is empowered to hear, review, and decide complaints of barking dogs as well as appeals of administrative animal control decisions surrounding animal impoundment, dangerous dog determinations, and reckless dog owner determinations.

It is the recommendation that the duties of the Animal Review Board be reassigned to the Hearing Officer. Currently the Hearing Officer conducts administrative hearings regarding violations of chapters 11, 12, 15, and 20 of the Peoria County Ordinance. It is recommended that we also add violations of chapter 5, to include the duties currently assigned to the Animal Review Board. The Hearing Officer currently conducts regularly scheduled formal hearings and is well-versed in interpretation of Peoria County Animal Control Ordinances. The Animal Review Board is a five-member Board that meets sporadically. In order to streamline the process for effective service delivery to constituents, it is recommended that theses cases are presented to the Hearing Officer. Over the past few years, the Animal Review Board has heard no more than 6 cases per year.

2019 – Animal Review Board has heard 2 cases
2018 – Animal Review Board heard 6 cases.
2017 – Animal Review Board heard 4 cases.
2016 – Animal Review Board heard 5 cases.

COUNTY BOARD GOALS:

- Effective Service Delivery
- Healthy Vibrant Communities
- Collaboration

STAFF RECOMMENDATION: Approval of Ordinance change as outlined above.

COMMITTEE ACTION:

PREPARED BY: Becky Spencer, Director
DEPARTMENT: PCAPS
DATE: September 9, 2019
Sec. 2-53. - Director and hearing officers; appointment.

The chairman of the county board, with the advice and consent of the county board, shall appoint one or more who shall report to the Peoria County Administrator. A hearing officer may not be a code enforcement officer or other law enforcement officer. The zoning administrator shall have the power to create and amend regulations for the fair and efficient conduct of administrative hearings regarding violations of chapters 5, 11, 12, 15 and 20 of this Code.

Sec. 2-53.1. - Animal review board.

(1) Creation. An animal review board is hereby created as a division of the code hearing unit.

(2) Membership. The animal review board shall consist of five (5) members appointed by the Chairman of the County Board, with the advice and consent of the County Board. The members of the animal review board shall serve for a term of two (2) years or until their successor is appointed and confirmed.

(3) Jurisdiction. The members shall only hear matters relating to animal control.

(4) Powers and duties. In addition to any other powers and duties set forth in this article, the board shall be empowered to:

(a) To hear, review and decide complaints of violations of section 5-9(a)(3) of this Code, which includes but is not limited to:

(1) Recommending a fine of not less than seventy-five dollars ($75.00) and not more than three hundred dollars ($300.00) pursuant to section 5-12 of this Code;

(2) Recommending a settlement agreement between the complainant(s) and defendant(s);

(3) Requesting the State's Attorney to prosecute the violation in court as an ordinance violation; and

(4) Requesting the State's Attorney to take all necessary legal action to collect any fine(s) assessed.

(b) To hear, review and decide appeals from administrative decisions made by the Animal Control Administrator or other administrative official concerning any order, requirement, or determination in accordance with the provisions of section 5-5.1 of this Code. In this capacity, the board shall have no authority relative to interpretation of the administration of chapter 5 nor shall the board be empowered to waive requirements of this Code or state statute.

(c) To hear, review and decide if an impoundment of an animal was unlawful or the fees charged to redeem an animal were improper when a payment under protest is made by the owner of an animal pursuant to section 5-24(d) of this Code. The board shall have the authority to
refund any or all of the fees and costs assessed. In this capacity, the board shall have no authority relative to interpretation of the administration of chapter 5 nor shall the board be empowered to waive requirements of this Code or state statute.

(d) Choose its own chairperson and adopt such rules to govern its proceedings as are necessary for the administration of its responsibilities, not inconsistent with these regulations.

(5) Quorum. Three (3) members shall constitute a quorum for any hearing brought under this section.

Sec. 2-55. - Hearing officers—Powers and duties.

Hearing officers shall have the following powers:

(1) All powers authorized by 55 ILCS 5/5-41005 et seq. now in effect or as hereafter amended including, but not limited to the following:

a. To preside at administrative hearings called to determine whether a code violation exists;

b. To hear testimony and accept evidence from the code enforcement officer, the respondent, and all interested parties relevant to the existence of a code violation;

c. To preserve and authenticate the record of the hearing and all the exhibits and evidence introduced at the hearing;

d. To issue and sign written findings and a decision and order stating whether a code violation exists; and

e. To impose penalties consistent with applicable code provisions and to assess costs reasonably related to instituting the proceedings upon finding the respondent liable for the charged violation. In no event, however, shall the hearing officer have the authority to impose a penalty of incarceration.

(2) To administer oaths and affirmations;

(3) To rule upon motions, objections and the admissibility of evidence;

(4) Subject to the provisions of this chapter, to subpoena witnesses to appear and give testimony at hearings;

(5) To exercise all powers and duties necessary and proper to the administration of fair hearings.

(6) Powers and duties. In addition to any other powers and duties set forth in this article, the Hearing officer shall be empowered to:
(a) To hear, review and decide complaints of violations of section 5-9(a)(3) of this Code, which includes but is not limited to:

(1) Recommending a fine of not less than seventy-five dollars ($75.00) and not more than three hundred dollars ($300.00) pursuant to section 5-12 of this Code;

(2) Recommending a settlement agreement between the complainant(s) and defendant(s);

(3) Requesting the State's Attorney to prosecute the violation in court as an ordinance violation; and

(4) Requesting the State's Attorney to take all necessary legal action to collect any fine(s) assessed.

(b) To hear, review and decide appeals from administrative decisions made by the Animal Control Administrator or other administrative official concerning any order, requirement, or determination in accordance with the provisions of section 5-5.1 of this Code. In this capacity, the Hearing officer shall have no authority relative to interpretation of the administration of chapter 5 nor shall the Hearing officer be empowered to waive requirements of this Code or state statute.

(c) To hear, review and decide if an impoundment of an animal was unlawful or the fees charged to redeem an animal were improper when a payment under protest is made by the owner of an animal pursuant to section 5-24(d) of this Code. The Hearing officer shall have the authority to refund any or all of the fees and costs assessed. In this capacity, the Hearing officer shall have no authority relative to interpretation of the administration of chapter 5 nor shall the Hearing officer be empowered to waive requirements of this Code or state statute.

(Ord. of 2-13-03, § E)

(Ord. of 6-10-10, Exh. 1(I); Ord. of 7-12-12; Ord. of 4-11-13, Exh. 1)

Sec. 5-5.1. - Appeals of administrative decisions.

(a) Right to appeal. Any person subject to an order, requirement, decision, or determination made by the administrator in the enforcement of this chapter or state statute shall have the right to appeal it to the Animal Review Board Hearing officer.

(b) Notice of appeal. Except as provided in section 5-24(d), a written notice of appeal shall be filed with the administrator within thirty (30) days from the date of the challenged administrative action or within the deadline specified for action in the administrator's order, requirement, decision, or determination, whichever time period is less.

(c) Stay. When an appeal is filed, all proceedings in furtherance of the action appealed from shall be stayed, unless the administrator certifies to the Animal Control Board Hearing officer
that by reason of facts stated in the certificate, a stay would cause imminent peril to life or
property. In such case, proceedings shall not be stayed other than by a restraining order granted
by the Animal Review Board Hearing officer or by a court of record on application, on notice to
the administrator, and on due cause shown.

(d) Review and public hearing. The Animal Review Board Hearing officer shall review the
notice of appeal and shall give notice and conduct a public hearing on the appeal in accordance
with the procedures set forth in Chapter 2, Article V, "Code Hearings" of this Code.

(e) Standard and decision by Animal Review Board Hearing officer. In evaluating the merits
of the appeal, the Animal Review Board Hearing officer shall consider factors that may include:
the consistency with the terms of these regulations and/or state statute, the implications of setting
any precedent, and the availability of other alternatives for the applicant. The Animal Review
Board Hearing officer shall, in whole or in part, grant the appeal, grant the appeal subject to
conditions, or deny the appeal, and to that end, shall have all the powers of the administrator.

(f) Fee. The applicant who files a notice of appeal shall pay a fee of one hundred fifty dollars
($150.00) to partially defray the expense of investigating and considering the appeal. The fee
shall be paid at the time of filing.

(g) Appeals to court. An appeal of a decision of the Animal Review Board Hearing officer
shall be made to a court of competent jurisdiction. The appealing party shall bear the cost of
preparing the record on appeal. Copies of any orders or proceedings ordered by the appellant
shall be furnished to him at his own cost.

(Ord. of 7-12-12; Ord. of 4-11-13, Exh. 1)

Sec. 5-9. - Animal considered a nuisance.

(a) No person owning, possessing or harboring any animal within the county shall permit said
animal to become a nuisance. An animal, other than a dog trained for law enforcement in the
performance of its duty, shall be considered a nuisance if said animal:

(1) Substantially damages property other than the owner's.

(2) Causes unsanitary, dangerous or unreasonably offensive conditions. (This subsection does
not apply to animals defined as "livestock" in Chapters 505 through 510 ILCS.)

(3) Causes a disturbance by excessive barking, caterwauling or other noisemaking. (This
subsection does not apply to animals defined as "livestock" in Chapters 505 through 510 ILCS.)

(4) Chases vehicles.

(5) Chases, molests, attacks, bites, interferes with or physically intimidates any person while
on or off the premises of the owner.
(6) Chases, molests, attacks, bites, or interferes with other domestic animals while off the premises of the owner.

(b) The administrator or animal shelter manager or delegate, upon reasonable grounds, shall impound any animal creating a nuisance by being in violation of subsections (5) or (6) above and not restrained by a competent person.

(c) Any person found in violation of this section 5-9, except subsection (5), shall be penalized as set forth in section 5-12 below. Any person found in violation of this subsection (5) shall pay a penalty of three hundred dollars ($300.00) for the first violation, six hundred dollars ($600.00) for the second violation, and one thousand dollars ($1,000.00) for the third and subsequent violations.

(d) This section requires the support of the complainant for issuance of a violation complaint.

(e) Complaints of violations of section 5-9(a)(3) shall be heard by the animal review board, Hearing officer, as provided in chapter 2, article V, of this Code.

(Res. of 4-29-10, § II; Ord. of 6-10-10, Exh. 1(II))

Sec. 5-24. - Redemption by owner or owner's delegate.

(a) Upon receiving notice from the administrator, it shall be the duty of the owner or delegate of such impounded dog or cat to immediately redeem same, unless such dog or cat has been impounded for:

(1) Biting some person;

(2) Being afflicted with rabies;

(3) Being suspected of being afflicted with rabies; or

(4) Being a dangerous animal pursuant to this chapter.

(b) If the owner of the impounded dog(s) or cat(s) desires to make redemption thereof, he shall redeem his animals within seventy-two (72) hours of the date and time of notice, excepting Sundays and holidays, by presenting to the animal shelter manager or delegate the following:

(1) Proof of current rabies inoculation and registration, or payment for the inoculation and registration costs incurred by the animal shelter to inoculate and register the dog(s) or cat(s);

(2) Payment for all lawful fees accrued pursuant to this chapter for impounding such dog(s) or cat(s), including redemption, boarding, inoculation, registration, and medical fees accrued;

(3) Payment for implantation of a microchip, if applicable; and
(4) Paying all adjudicated fines and fees owed for violation of this Code.

(d) If the owner of such animal believes that the impoundment was unlawful or the fees were improper, an administrative hearing may be requested by making a payment under protest. In order to make such a request, within seventy-two (72) hours of the notice of impoundment the owner must: (1) pay the redemption fees, boarding and medical costs assessed pursuant to this chapter, (2) submit a written notice of payment under protest to the animal shelter administrator setting forth the basis for such protest, and (3) pay the one hundred fifty dollar ($150.00) hearing fee. Protests shall be heard by the Animal Review Board Hearing officer in accordance with section 2-53.1(4)(c) of this Code and shall otherwise be processed in accordance with section 5-5.1(c)—(g) in the same manner as appeals of administrative decisions.

(Res. of 4-29-10, § II; Ord. of 4-11-13, Exh. 1)

Sec. 5-38.3. - Hearing procedure—Declaration of reckless dog owner.

In the event of a properly filed appeal, a hearing shall be conducted by the Animal Review Board Hearing officer in accordance with section 5-5.1, and the following additional standards:

(a) The Animal Control Administrator shall bear the burden of proving by a preponderance of the evidence that the owner is a reckless dog owner as defined in this chapter.

(b) A finding of guilt, a guilty plea, or payment of fines, either in administrative or judicial proceedings, is prima facie evidence that a violation occurred and no additional evidence is necessary to prove that violation. A violation also may be proven through the testimony of witnesses, photographs, or other evidence presented to the Animal Review Board Hearing officer.

(c) If the Animal Review Board Hearing officer finds that the owner is a reckless dog owner, as defined in this chapter, it shall affirm the Administrator's decision and (i) declare the owner a reckless dog owner, (ii) impose a fine of not less than two hundred fifty dollars ($250.00) nor more than one thousand dollars ($1,000.00), and (iii) order that all dogs in the owner's possession be impounded by the Animal Control Administrator. Upon such a finding, the Animal Review Board Hearing officer shall also order that the owner is prohibited from owning any dog in the County for a period of thirty-six (36) months. Any dogs impounded under these circumstances may not be returned to any person residing at the same address as the reckless dog owner.

(d) The Animal Control Administrator shall have the authority to determine the disposition of all dogs impounded from a reckless dog owner including, without limitation, transfer, adoption, or euthanasia.

(e) In the event that any provision of this section is in conflict with a court order issued pursuant to section 5-33, the court order shall control.
Sec. 5-43. - Impoundment of victimized animals; owner's appeal.

(a) Impoundment. In the event that the administrator or animal shelter manager finds a domestic small companion animal(s) to be a victim of cruelty, neglect, or abandonment as defined by sections 5-40, 5-41, and 5-42, he/she shall have the right to forthwith remove or cause to have removed any such animal(s) to a safe place for care or to euthanize said animal(s) when necessary to prevent further suffering, all at the owner's expense. Return to the owner may be denied or withheld until the owner shall have made full payment for all expenses incurred. Treatment of an animal by any method specified herein does not relieve the owner of liability for violations and for any accrued charges.

(b) Appeal. The owner of an animal that has been impounded may appeal the impoundment to the **Animal Review Board Hearing officer** by filing a written notice of appeal with the administrator within seven (7) days of impoundment. Appeals shall be processed in accordance with section 5-5.1(c) through (g) and the terms set forth below:

(1) After proper notice, a hearing shall be held to determine if said animal was the victim of cruelty, neglect or abandonment. The **Animal Review Board Hearing officer** may find that the animal is a victim of cruelty, neglect or abandonment if:

a. Said animal was abandoned;

b. Said animal was not provided by the owner (or agent) with sufficient water, proper food, shelter to provide protection from the weather, or veterinary care to prevent suffering; or

c. Said animal was a victim of an act cited in section 5-40.

(2) If the **Animal Review Board Hearing officer** finds that the animal is a victim of cruelty, neglect, or abandonment, then it shall order appropriate remedies, including, but not limited to, proper veterinary care, humane destruction of the animal, or refusal to return said animal to the owner and shall assess all costs to the owner for enforcement of the appropriate remedy, and for impoundment and boarding of the animal.

(Res. of 4-29-10, § II; Ord. of 7-12-12)
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Authorization to change County Ordinance in order to reassign the duties of the Animal Review Board to the Hearing Officer.

ORDINANCE

WHEREAS, the Peoria County Board has declared as a statement of policy that animal control and protection services will be a core service of Peoria County Government aligned to the Board's Mission Statement and Strategic Goals; and

WHEREAS, the county encourages effective service delivery and;

WHEREAS, the county encourages collaboration and;

WHEREAS, the Animal Review Board is a five-member Board that meets sporadically.

WHEREAS, the Hearing Officer currently conducts regularly schedule formal hearings and is well-versed in interpretation of Peoria County Animal Control Ordinances.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the County Ordinance be changed in order to reassign the duties of the Animal Review Board to the Hearing Officer.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee