

Proceedings
of the
County Board
of
McLean County,
Illinois

September 16, 2008

*Subject to approval at
October 21, 2008
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (September 16, 2008)
Consent Agenda	2-38
Highway Department.....	5-6
Building and Zoning.....	7-10
Justice Committee.....	11-12
Property Committee.....	18-33
Reappointments.....	34-36
Appointments.....	37-38
Executive Committee	39-40
Declaration of Board Vacancy.....	39
County Board Vice-Chairman Nominations and Election.....	39-40
Justice Committee	36-49
Intergovernmental Agreement – Between Town of Normal/County – Sheriff’s Dept.	41-43
Resolution – Recognizing David Davis Historic Site/Moraine View State Park.....	44
Resolution – Recognizing Economic Impact of Pontiac Correctional Center Closing.....	45-46
Land Use and Development Committee	46
Property Committee	46
Transportation Committee	46
Finance Committee	47-125
Acceptance of Bid – County/Cott Systems – Recorder’s Office	47-59
Emergency Appropriation – FY 2008 Budget – Recorder’s Office	60-61
Renewal ShowBus Grant – Building & Zoning.....	62-81
Acceptance of Bid/Maximus – Risk Management.....	82-101
Renewal Task Force 6 Grant – Sheriff’s Dept.....	102-123
Redeployment Illinois Application to Apply Grant – Court Services.....	124-125
Report of the County Administrator	126-145
Approval of Bills	146
Adjournment	147

September 16, 2008

The McLean County Board met on Tuesday, September 16, 2008 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Terry Baggett, Diane Bostic, William Caisley, Don Cavallini, Walter Clark, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, George Wendt, and Cathy Ahart, and Matt Sorensen.

The following Members were absent:

John Butler and Robert Nuckolls.

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, August 19, 2008
 - B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of Resolution and Bid Results from August 26, 2008 County Non-MFT Construction Letting
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application for a Special Use in case SU-08-07 to expand an Agricultural Processing Facility – including Grain Handling - in the Agriculture District that was approved in case SU-06-09, on property which is located in Funks Grove Township at 9641 E 200 North Road (US Route 136), McLean, IL
 - 2) Subdivision Cases:
 - a) Request Approval of Application in case S-08-09 for a waiver of preliminary plan requirements and a one lot final subdivision plat for the E.J.J. Subdivision which is located in Chenoa Township at 2658 N 2850 East Road, Chenoa, IL
 - D. Transfer Ordinances
 - E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Justice Committee
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming Tuesday, September 25, 2008 *“It’s Time to Talk Day”* and the Month of October 2008 as *“Domestic Violence Awareness Month”* in McLean County – State’s Attorneys Office
 - 2) Property Committee
 - a) Request Approval to Award the Bids for the County Highway Department Standby Generator – Highway Department
 - b) Request Approval of Change Order #1 for the County Highway Department Vehicle Storage Building – Highway Department
 - c) Request Approval of Bid to Remodel County Recorder’s Office – Facilities Management

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

1) REAPPOINTMENTS:

HINTHORN CEMETERY DISTRICT

Mr. Jim Hinthorn
427 Clearview Rd.
El Paso, IL 61738
(Six-year term to expire September 30, 2014)

HINTHORN CEMETERY DISTRICT

Ms. Wava Kaupp
P.O. Box 353
304 Parkway Court
Gridley, IL 61744
(Five-year term to expire October 1, 2013)

PUBLIC BUILDING COMMISSION

Mr. John L. Morel
101 North Bellefont Road
Bloomington, IL 61701
(Six-year term to expire September 30, 2014)

2) APPOINTMENTS:

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Ken Ropp
2936 Ropp Rd.
Normal, IL 61761
(To complete a term to expire December 31, 2009)

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Daniel Brucker
12255 N. 2850 East Road
Ellsworth, IL 61737
(To complete a term to expire first Tuesday in September 2009)

3) RESIGNATIONS

HINTHORN CEMETERY DISTRICT

Mr. Melvin L. Scarbeary
107 Babette Drive
Lexington, IL 61753
(Deceased)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Ms. Christine Brauer
13943 N. Rengel Dr.
Bloomington, IL 61704

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Eugene Williams
28240 E. 975 North Road
Ellsworth, IL 61736

- G. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF ONE (1) COUNTY Non-MFT CONSTRUCTION PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their regular meeting on September 2, 2008, for a letting held on August 26, 2008 for one (1) McLean County 2008 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on September 2, 2008, now, therefore,

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

2008 Non-MFT CONSTRUCTION SECTION:

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609, was the successful bidder on the following section:

McLean CountySec 08-00056-08-SM....Ropp Rd (CH 39).....@ \$1,007,371.06

 9-16-2008
Matt Sorensen, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 16, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of September A.D., 2008.

[SEAL}


Peggy Ann Milton, McLean County Clerk

McLean County Highway Department
August 19, 2008

McLEAN COUNTY Sec. NON-MFT 08-00056-08-SM	ITEMS	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	HJEPPPEL			ROWE		
							BID PRICE	BID BOND	TOTAL	UNIT PRICE	BID BOND	TOTAL
	Aggregate Base Crse, Type B		Ton	100	\$40.00	\$4,000.00	\$28.50	\$2,850.00	\$48.66	\$4,866.00		
	HMA Surface Removal Butf-Joint		Sq Yd	628	\$28.00	\$17,584.00	14.5	\$9,106.00	25	\$15,700.00		
	Temporary Ramp		Sq Yd	100	\$35.00	\$3,500.00	8.5	\$850.00	35	\$3,500.00		
	HMA Surface Crse Mix "C" N50		Ton	4,800	\$82.00	\$393,600.00	\$93.00	\$446,400.00	\$82.00	\$393,600.00		
	Bit Materials (Prime Coat)		Gallon	11,150	\$3.75	\$41,812.50	\$4.25	\$47,387.50	\$0.01	\$111.50		
	Aggregate (Prime Coat)		Ton	140	\$25.00	\$3,500.00	\$23.00	\$3,220.00	\$0.01	\$1.40		
	Incidental HMA Surfacing		Ton	540	\$160.00	\$86,400.00	\$115.00	\$62,100.00	\$131.18	\$70,837.20		
	HMA Surface Removal 1 1/2"		Sq Yd	1,246	\$25.00	\$31,150.00	10.25	\$12,771.50	7.9	\$9,843.40		
	Comb CC & G Removal		Foot	700	\$5.00	\$3,500.00	9	\$6,300.00	12.94	\$9,058.00		
	Aggregate Shoulders, Type B		Ton	2,300	\$27.50	\$63,250.00	23.95	\$55,085.00	27	\$62,100.00		
	HMA Shoulders		Ton	110	\$120.00	\$13,200.00	100	\$11,000.00	94.19	\$10,360.90		
	Comb CC & G Type B-6.18		Foot	722	\$30.00	\$21,660.00	27	\$19,494.00	36.33	\$26,230.26		
	Raised Reflect Pavement Markers		Each	274	\$45.00	\$12,330.00	32	\$8,768.00	27.6	\$7,562.40		
	HMA BC IL-12.5 N50		Ton	4,800	\$80.00	\$384,000.00	91.5	\$439,200.00	82	\$393,600.00		
						\$1,079,486.50		\$1,124,532.00		\$1,007,371.06		
								4.17%				
												-6.68%

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Eric Funk for J & A Farms for a special use in case SU-08-07 to expand an Agricultural Processing Facility – including Grain Handling - in the Agriculture District that was approved in case SU-06-09, on property which is in the NE ¼ of Section 03, Township 21N, Range 1E of the 3rd P.M., and is located in Funks Grove Township at 9641 E 200 North Road (US Route 136), McLean, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 2, 2008 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 10 acre property is used for grain storage, grain drying and fertilizer storage as approved by the County Board on April 18, 2006. A special use is required for an agricultural processing operation where it is not on a tract with a single family dwelling or where it is not on an acreage of at least 40 acres. The applicant farms several thousand acres in the community and needs this agricultural processing facility for their farming operation. With the trend toward larger farm operations on land not owned by farmers, there is a growing demand for grain storage and grain drying facilities on separate tracts from farm dwellings and farm acreage.

The property is relatively flat and drains from the center to the south, east and west. The property has 660 feet of frontage on the north side of U.S. Highway 136 which is an asphalt road 25 feet in width.

SURROUNDING ZONING AND LAND USE – The property is in the Agriculture District, is surrounded by land in the Agriculture District and is surrounded by land in crop production.

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

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The proposed expansion is found to be compatible with other uses in the area. The existing facility was approved in 2006 in special use case SU-06-09 for a 30,000 gallon tank for the storage of anhydrous ammonia. The applicant is proposing to change from one 30,000 gallon tank to two 18,000 gallon tanks to store anhydrous ammonia. The proposed location of the two tanks will meet all the setback requirements for fertilizer distribution facilities in the Agriculture District. The applicant proposes to double the grain storage capacity from 450,000 bushels to 900,000 bushels – with two 209,000 bushel bins and one 30,000 bushel bin.

The applicant proposes to increase the capacity of the facility within five years with the following improvements: To build a 100 foot by 200 foot machine shed, to provide an additional 90,000 gallons of anhydrous ammonia storage, to provide an additional 60,000 gallons of fuel storage, to build a 30 foot by 40 foot scale house with a 70 foot scale.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently used for crop production will continue to be desirable for such use. The proposed expansion is found to be compatible with other uses in the area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 660 feet of frontage on the south side of U.S Highway 136.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. Safe sight distance can be provided at the existing entrance to U.S. Highway 136 which was approved by the Illinois Department of Transportation (IDOT).
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

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

Therefore this Board recommends that a special use be granted on the property described above to expand an Agricultural Processing Facility – Grain Handling - in the Agriculture District that was approved in case SU-06-09 provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and member Judd was absent.

Respectfully submitted this 2nd day of September 2008, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Drake Zimmerman
James Finnigan
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT
E.J.J. Subdivision, File S-08-09

WHEREAS, Joyce Leuchtenberg, Jack Rasmus and Edward Feit have requested a waiver from preliminary plan requirements, have filed an application for approval of a final plat for the E.J.J Subdivision, file number S-08-09, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Joyce Leuchtenberg, Jack Rasmus and Edward Feit have subdivided one lot from their agricultural tract; and

WHEREAS, the lot will contain grain storage bins and machine sheds as approved by the County Board in special use case SU-08-02; and

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

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

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

BE IT ORDAINED that the said waiver and final plat for the aforesaid E.J.J. Subdivision be and hereby are approved.

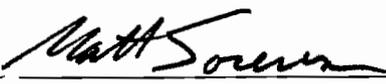
Adopted by the County Board of McLean County, Illinois this 16th day of September, 2008

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-08-09

1. REFERENCE:

- a. Meeting date: September 4, 2008
- b. Subdividers' names: Joyce Leuchtenberg, Jack Rasmus and Edward Feit
- c. Subdivision name: E.J.J. Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 2658 N 2850 East Road, Chenoa which is immediately west of 2850 East Road (County Highway 19) and approximately ½ mile south of 2700 North Road
- b. Township: Chenoa Township
- c. Parcel Number: Part of parcel no. (08) 03-35-200-004
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the E.J.J. Subdivision
- f. Existing land use: The applicants propose to set aside a 3.5 acre tract for grain handling from the 77.5 acre farm tract. A special use permit is required to establish the grain storage/handling bins on a separate tract; the applicants obtained approval from the county board for this special use on May 20, 2008 in case SU-08-02.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 3.5 acres.
- b. County Health Department: Recommends approval of the proposed final plat.
- c. County Highway Department: Recommends approval of the proposed final plat – the County Engineer has indicated that he will sign a plat access certificate.

Staff recommends that a waiver of preliminary plan requirements and the E.J.J. Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING
WEDNESDAY, OCTOBER 15, 2008 AS
"IT'S TIME TO TALK DAY" AND
THE MONTH OF OCTOBER 2008 AS
"DOMESTIC VIOLENCE AWARENESS MONTH" in McLEAN COUNTY

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

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

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

WHEREAS, the Corporate Alliance to End Partner Violence and partners have established "*It's Time to Talk Day*" on October 15, 2008; and the month of October is established each year nationally as "*Domestic Violence Awareness Month*"; and

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

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

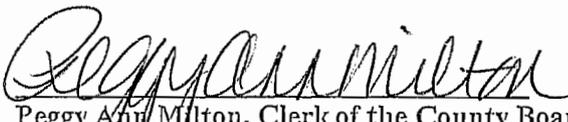
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board hereby proclaims Wednesday, October 15, 2008 as "*It's Time to Talk Day*" in McLean County, and the month of October as "*Domestic Violence Awareness Month*" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of September, 2008.

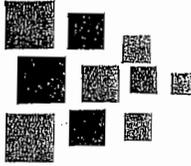
ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Corporate
Alliance
to End Partner
Violence



2416 East Washington Street, Suite E
Bloomington, IL 61704-1612

phone 309-664-0667

fax 309-664-0747

website www.caepv.org

email caepv@caepv.org

August 15, 2008

Anne C. Crews
President
Mary Kay Inc.

Mary Anne Detmer
Vice President
Eastman Kodak Company

Beth Johnson
Secretary/Treasurer
State Farm Insurance Companies

Jane Randel
Immediate Past President
Liz Claiborne Inc.

Dede Thompson Bartlett
Chair, Advisory Board
National Domestic Violence Hotline

Alice Byrne
Allstate Insurance Company

Joanne Colucci, CPP
American Express Company

Linda Condit
Retired
Pennington-Quaker State

Sally Davenport
Macy's, Inc.

Victoria V. Dickson, CRNP, MSN
CIGNA

Anne Glauber
Ruder Finn

Gwendolyn Puryear-Keita, Ph.D.
American Psychological Association

Robert Kieckhefer
Health Care Service Corporation

Justice James A. Knecht
Appellate Court of Illinois

Debra Lewis
Verizon Wireless

Hank Linden
Longview Associates, LLC

Cheryl L. Snyder
Park National Bank

Mr. Tari Renner
Chair, Justice Committee
McLean County Board
115 East Washington Street
Bloomington, IL 61702-2400

Dear Mr. Renner and Members of the Justice Committee:

October is National Domestic Violence Awareness Month and local community agencies, employers (including McLean County), community law enforcement agencies and many others will be hosting events promoting awareness that domestic violence is an issue in McLean County, and is indeed, everybody's business.

However, domestic violence is an issue that frankly, is difficult for people to discuss. That is why Wednesday, October 15, 2008, has been declared "It's Time to Talk Day" throughout Central Illinois. In workplaces, schools, homes, and other venues, people will be urged to take a moment to talk about this issue that affects the lives of so many. This "Day" will fall during October as "Domestic Violence Awareness Month."

This is the fifth year McLean County will participate in "It's Time to Talk Day." For the past three years we have been fortunate and thankful to receive resolutions declaring "It's Time to Talk Day" from the McLean County Board and we hope you will graciously consider our request again this year. Note that this year we are again asking you to consider a resolution that includes both "It's Time to Talk Day" and "Domestic Violence Awareness Month" and we are asking the City of Bloomington, Town of Normal, Illinois State University and Illinois Wesleyan University, Heartland Community College and Lincoln College to do likewise.

Attached is a draft resolution we would be honored if the Justice Committee would take under consideration to present to the County Board Chair for signature. I will be present at the September 2, 2008, meeting to answer any questions you may have.

Thank you in advance for your kind consideration of this request.

Sincerely,

Kimberly K. Wells
Executive Director

Attachment

It's everybody's business.

RESOLUTION BY THE COUNTY BOARD OF McLEAN COUNTY
FOR AWARD OF McLEAN COUNTY HIGHWAY DEPARTMENT
STANDBY GENERATOR

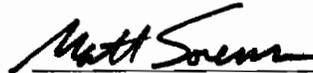
WHEREAS, the bids were reviewed by the Property Committee of the McLean County Board at their Meeting on September 4, 2008, for the Bid Letting held on August 26, 2008, for the construction of the McLean County Highway Department Standby Generator, and,

WHEREAS, the Property Committee duly approved the bid on September 4, 2008, now, therefore,

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

McLean County Highway Department Standby Generator:

To: Twin City Electric, Inc, 1701 Easy St, Bloomington, IL 61701
in the amount of \$56,800.00

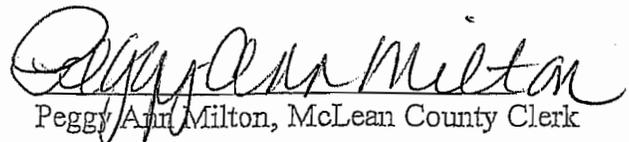
 9-16-2008
Matt Sorensen, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 16, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of September A.D., 2008.

[SEAL}


Peggy Ann Milton, McLean County Clerk



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: August 27, 2008

TO: Mrs Diane Bostic, Chairwoman and Members of the McLean County Property Committee
Mr Stan Hoselton, Chairman and Members of the McLean County Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ESJ*

RE: Award of Bids – McLean County Highway Department Standby Generator

Attached, for you information, is the Bid Tab for the McLean County Highway Department Standby Generator. These bids were received and opened Tuesday, August 26, 2008 at 9:00 a.m. at the McLean County Highway Department Office. This is for the standby power supply that we have discussed in recent years. This generator is vital to our operation because of reliability it provides us to function during power outages and the insurance it provides us for in-floor heating system in our new Vehicle Storage Building.

The Bid Tab shows Twin City Electric Incorporated as the low bidder at \$56,800.00. Engineer Justin Fitzgerald from Clark-Dietz has investigated the bid and attached is his recommendation that the County accept Twin City Electric's low bid. We are assured that this bid complies with all of the specifications for the project.

Twin City Electric's low bid of \$56,800.00 is above Clark-Dietz's estimate for the project of \$43,700. Engineer Justin Fitzgerald from Clark-Dietz has reviewed the difference between the bids and his justification is also attached.

I concur with Engineer Justin Fitzgerald in recommending the award of our Standby Generator to Twin City Electric Incorporated in the amount of \$56,800.00.

The funding of this project is as follows:

Fiscal year 2008 Budget	\$100,000.00
-------------------------	--------------

Also attached is the Awarding Resolution for your approval to be forwarded to the County Board.



August 26, 2008

Eric Schmitt, P.E.
County Engineer
McLean County Highway Department
102 S. Towanda-Barnes Road
Bloomington, IL 61704

Re: McLean County Highway Department – Standby Generator

Dear Mr. Schmitt:

In regard to received bids for the above referenced project, Clark Dietz, Inc. recommends the McLean County Highway Department award the contract to Twin City Electric, of Bloomington, Illinois, whose base bid amount was Fifty Six Thousand Eight Hundred and No/100 dollars (\$56,800.00).

Clark Dietz has reviewed the bids and discussed the project with the Contractor and finds them to be fully knowledgeable with the project.
If you have any questions, please feel free to contact me at 217.373.8981.

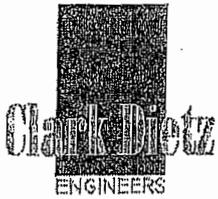
Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "JF", is written over a horizontal line.

Justin Fitzgerald, P.E.
Electrical Engineer

cc:



August 26, 2008

Eric Schmitt, P.E.
County Engineer
McLean County Highway Department
102 S. Towanda-Barnes Road
Bloomington, IL 61704

Re: McLean County Highway Department – Standby Generator

Dear Mr. Schmitt:

After reviewing the bid price with Twin City Electric, the primary difference between Twin City's price (\$56,800) and our estimate (\$43,700) is in the concrete work required on the project. Twin City's price for the concrete work is approximately \$8,200, while we estimated approximately \$1,600 for this work. This accounts for approximately half of the difference between the bid price and the estimate. Twin City's price to purchase and install the generator, and do trenching work is approximately \$3,500 higher than our estimate (\$39,000 as opposed to \$35,500). The remaining difference between Twin City's bid price and our estimate is spread among the cost of the diesel fuel, bonds, and labor.

If you have any questions, please feel free to contact me at 217.373.8981.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "JF", with a long horizontal line extending to the right.

Justin Fitzgerald, P.E.
Electrical Engineer

cc:



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

Matt Sorensen
Chairman

September 10, 2008

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the County Engineer to approve Change Order #1 in the amount of \$846.50 for the McLean County Highway Department Vehicle Storage Building.

Funds to cover the costs of this Change Order were budgeted and included in the contingency account for this project.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Waller D. Clark William T. Calsley	District #7 John A. Butler Belle Rackauskas	District #9 Cathy Ahart Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

TARTER CONSTRUCTION, LLC

CHANGE ORDER

2931 E. Empire St.
BLOOMINGTON, IL 61704
Phone: (309) 261-9049
Fax: (309) 661-2033

Number: # 1

To: McLean County Highway Dept.

Job: New Storage Building

We hereby agree to make the change(s) specified below:

This change order is for:

Over Excavating of footings per TSC testing:	
includes Backhoe, Labor, Tandem and additional Concrete:	\$1,396.50
Add'l testing fees:	\$ 42.50
Add'l supervision:	<u>\$ 100.00</u>
	Subtotal: \$1,539.00
	Add'l contractor Fee @ 10%: <u>\$ 154.00</u>
	Total this change order: \$1,693.00
	Less 50% paid by Tarter Const. <u>\$ 846.50</u>
	Total this change order: \$ 846.50

NOTE: This Change Order becomes part of and is in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price	\$	846.50
ORIGINAL CONTRACT AMOUNT	\$	500,300.00
PREVIOUS CHANGE ORDERS (totaled)	\$	
REVISED CONTRACT TOTAL	\$	501,146.50

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date 8/26/08

Date of Acceptance 9-16-2008

Authorized Signature _____

Signature [Signature]

(contractor)

(owner)



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: August 27, 2008

TO: Mrs Diane Bostic, Chairwoman and Members of the McLean County Property
Committee
Mr Stan Hoselton, Chairman and Members of the McLean County Transportation
Committee

FROM: Eric S. Schmitt, McLean County Engineer *etj*

RE: Change Order #1 – McLean County Highway Department Vehicle Storage Building

Attached, for you information and approval, is a copy of Change Order #1 for the McLean County Highway Department Vehicle Storage Building. This change order is for over excavating of the footing per Testing Services Corporation testing. The over excavation was required due to poor soil conditions at the site. This change order includes backhoe, labor, tandem, additional concrete, testing fees, and supervision. The final cost of this change order is \$846.50.

I recommend the approval of this change order.



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

Matt Sorensen
Chairman

September 10, 2008

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the recommendation received from the Director of Facilities Management to approve and award the bid for the Remodel of the County Recorder's Office to Associated Contractors, Inc., 103 Caroline Street, Bloomington, Illinois.

Funding for the Remodel of the County Recorder's Office have been appropriated in the Fiscal Year 2008 adopted budget of the Facilities Management Department, Government Center Program, line-item account 0001-0041-0115-0850.0001, Capitalized Assets.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Waller D. Clark William T. Calsley	District #7 John A. Butler Belle Rackauskas	District #9 Cathy Aharl Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountvil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: August 19, 2008

Subj: Recorder Remodel – Government Center

The County Recorder's Office is located on the Mezzanine Floor of Government Center. In their study of the Recorder's Office, Maximus, Inc. recommended that the physical layout of the office be changed to improve workflow and limit public access to certain areas within the office.

Mr. Lee Newcom, County Recorder, met with staff last year to explain that the layout was not efficient and that he desired remodeling of counters, files, and employee desks to improve traffic flow and function of the department for members of the public and Recorder staff. For the Government Center program of Facilities Management, the Board approved \$46,200.00 for this project in the FY 2008 Adopted Budget. County staff and project architects met numerous times with Mr. Newcom and his staff to develop plans and specifications for the remodel. Deducting architect fees that were based upon their time spent on this project, \$35,512.50 remains as a balance.

Due to the nature of the remodel requested by the County Recorder, this project will have to be performed in phases. The Recorder's office would not be able to function if the project was performed all at once. This approach met with the approval of the County Recorder.

The architects and County staff advertised and bid the project on June 25, 2008. A public bid opening was held on July 24, 2008. Attached, please find the Bid Tabulation Sheet dated July 24, 2008, prepared by Young Architects.

The low bid by Associated Constructors of \$37,400.00 for Phase I is \$1,887.50 over the remaining budget for this project. Mr. Newcom would like to have the Phase I project begun and completed in October, 2008. He has requested that \$3,500.00 from the Recorder's Document Storage Fund 0137-0006-0008-0850.0001 "Capital Assets" be

Recorder Remodel – Government Center
August 19, 2008
Page two

included in the project budget to cover the small shortfall and provide a project contingency of \$1,612.50. A copy of his request is attached for your review.

Mr. Newcom, the project architects, and Associated Constructors are here this evening to further explain the project and answer any questions.

It is the request and recommendation of County Facilities Management and the County Recorder that the Phase I project be approved with the additional \$3,500.00 to cover the full contract amount and provide a contingency.

Thank you for your kind consideration of this matter.

JEM:
enclosures

BID TABULATION

GOVERNMENT CENTER - RECORDER'S OFFICE REMODELING

115 E. WASHINGTON
BLOOMINGTON, ILLINOIS
July 24, 2008

YOUNG ARCHITECTS

GENERAL CONTRACTOR	BID SECURITY	ADDENDUM 1, 2 & 3 RECEIVED	PHASE 1 BASE BID	PHASE 2 BASE BID	TOTAL
Anderson Building Services	✓	✓	\$ 50,750.00	\$ 25,648.00	\$ 76,398.00
Associated Constructors	✓	✓	\$ 37,400.00	\$ 32,700.00	\$ 70,100.00
Hubbrop Brothers, Inc.	✓	✓	\$ 70,802.00	\$ 34,059.00	\$ 104,861.00
Diamond Homes, Ltd.	✓	✓	\$ 56,650.00	\$ 34,650.00	\$ 91,300.00
Johnston Construction, Inc.					
J Spencer Construction	✓	✓	\$ 51,580.00	\$ 32,350.00	\$ 83,930.00
Stelle Construction, Inc.					

BID FORM

Location: McLean County Recorder's Office
GOVERNMENT CENTER BUILDING
115 East Washington Street
Bloomington, Illinois

Submit bid to: Young Architects
211 S. Prospect - Suite 3
Bloomington, Illinois 61704

Bid date: July 24, 2008

Bid time: 2:00 P.M.

Project: Partial interior Mezzanine Floor work, in the McLean County Recorder's Office as shown on the Contract Documents Drawings and Specifications dated June 17, 2008.

Scope of work

The Undersigned:

Acknowledges receipt of the Project Manual, Architectural, Heating Ventilating Air Conditioning, Electrical, Plumbing Drawings and Specifications entitled "Government Center Recorder's Office - Bloomington, Illinois"

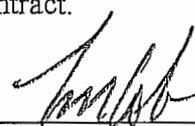
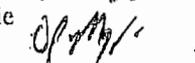
Agrees to have 1) examined the site to a degree of detailed knowledge and 2) examined all bidding documents and shall be responsible for performing all work specifically required by any part of the bidding documents, including all drawings and specifications, for a complete project even though such work may be included as related requirements specified or required by other's responsibilities.

Holding of bid

Bidder agrees to hold this bid valid for at least 60 calendar days after bid opening date, to enter into and execute a contract with the Owner if awarded on the basis of their bid, furnish all permits, bonds and insurance required by the bidding documents, and accomplish the work in accordance with the Contract.

Associated Constructors Co.
Contractor

By
Title

7/24/08
Date

BID FORM

Acceptance and assignment

If awarded the Contract for the work agrees to accept this contract. Contractor represents that no assignment, sublease, or transfer of all or any part of the interest in this proposal has been made; or will be made prior to Owner's acceptance and agrees not to assign, sublet or transfer all or any part of his interest herein without the written consent of the Owner.

Withdrawal of bid

Agrees that withdrawal of this Bid or Proposal, or failure to sign the Agreement within the times as specified shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this Bid Proposal. Also agrees that any withdrawal will constitute forfeiture of his bid deposit to the Owner as liquidated damages for such failure, refusal, or acceptance.

Bonds, insurance, schedules

Agrees to furnish the following information within the stipulated times.

- A - *Prior to Commencement of the Work, an Insurance Certification.*
- B - *Within thirty (30) days after the Agreement Date, a Preliminary Schedule, and a complete Contract Amount Breakdown including other material supplier's list not requested on this bid form.*

Acknowledgment of Addendums

Contractor acknowledges receipt of the following Addendum's that become part of the Project Manual entitled

"Government Center - Recorder's Office - Bloomington, IL. "

Addendum #1 7/15/08 [Signature]
 Addendum Number Date Signed as Received

Addendum #2 7/21/08 Gary Oehler
 Addendum Number Date Signed as Received

Addendum #3 7/23/08 Gary Oehler
 Addendum Number Date Signed as Received

Addendum #4
 Addendum Number Date Signed as Received

Associated Constructors Co. By [Signature]
 Contractor Title
7/24/08 Op. Mgr.
 Date

BID FORM

Contract price

GENERAL CONSTRUCTION

Bidder agrees to perform all Contract Requirements of the Work as set forth in the Contract Documents for the complete installation of all General Work.

Phase 1, Base Bid \$ 37,400⁰⁰

Contract price breakdown

ELECTRICAL CONSTRUCTION \$ 3400⁰⁰

HVAC CONSTRUCTION \$ Below

GENERAL CONSTRUCTION \$ 34,000⁰⁰

TOTAL \$ 37,400⁰⁰

Alternate No. 1, Phase 2 \$ 32,700⁰⁰

Sequences and schedules

Agrees that the project can be substantially completed in the following number of days:

Agrees that if awarded the Contract for the work will accept the assignment and will start the work immediately upon the Owner's acceptance of this proposal and will do the work continuously to completion. Projected date to commence construction, October 6th pending acceptance of proposal by McLean County.

Note: Owner desires work to begin no earlier than October 6th, 2008.

Projected construction period in days: 30 days

Fees for changes in work (CHANGE ORDERS)

Agrees that if awarded the Contract for the work, any changes in the work which may be ordered by the Owner, the following percentages shall be used, as applicable, in contract price adjustments in accordance with the General Conditions:

Work performed directly by Contractor's own personnel: Actual cost of the work plus 15 % of the cost of such additional work, such percentage to provide compensation for costs of hand tools, small equipment, field overhead (supervision above working foremen level and all other indirect labor and material costs), home office overhead, and profit.

Work performed by Subcontractor's own personnel: Actual cost of the subcontractor's work plus 05 % of the cost of such additional work, such percentage to provide compensation for Contractor's field overhead (supervision above working foremen level and all other indirect labor and material costs), home office overhead, and profit.

Associated Constructors Co.
Contractor

By [Signature]
Title of Mgr.

7/24/08
Date

BID FORM

General contractor - subcontractors

Agrees that if awarded the Contract for this work will accept this assignment and has the following contractors or companies in their bid proposal, at the time of bidding, for the following divisions of work and will execute a contract with them upon acceptance as follows:

Demolition Work	<u>Associated Constructors</u>
Millwork Work	<u>Associated Constructors</u>
Doors Frames and Hardware Work	<u>Associated Constructors</u>
Studs and Drywall Work	<u>Associated Constructors</u>
Acoustical Ceiling Work	<u>Associated Constructors</u>
Painting Work	<u>Associated Constructors</u>
Flooring Work	<u>Associated Constructors</u>
HVAC Work	<u>Associated Constructors</u>
Electrical Work	<u>Associated Constructors</u>

Associated Constructors Co
Contractor

7/24/09
Date

By [Signature]
Title CP-Mgr.

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Associated Constructors, Inc.
103 Caroline Street
Bloomington, IL 61701

as Principal hereinafter called the Principal, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the state of Connecticut as Surety, hereinafter called the Surety,
are held and firmly bound unto The County of McLean
104 W. Front Street
Bloomington, IL 61701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) Of Attached Bid

Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Remodeling of McLean County Recorder's Office
Bloomington, IL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of July, 2008

Syenna Phillips
Witness

Associated Constructors, Inc.
Principal (Seal)

By: *Gary Dehler* SEC./TREAS
Name/Title

Travelers Casualty and Surety Company of America
Surety (Seal)

Sharon Mathis
Witness

By: *Daniel P. Curran*
Daniel P. Curran Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219707

Certificate No. 002235915

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Daniel P. Curran, Mark J. Schwab, Thomas R. Schwab, and Robert D. Karl

of the City of Davenport, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of March, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2008.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Young Architects 211 Prospect - Box 1484 - Bloomington, IL 61704 888-887-2

July 28, 2008

Mr. Jack Moody - Director
McLean County Facilities Management
Law and Justice Center
104 W. Front
Bloomington, IL. 61701

Re: **Government Center Interior Remodeling - Bids**
County of McLean - Recorder of Deeds - Mezzanine Floor

Dear Jack:

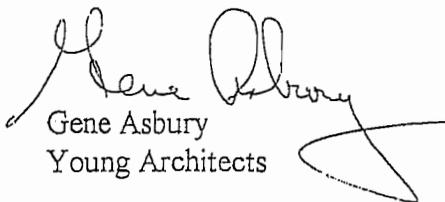
Enclosed for your review and information is a Bid Tabulation of those bids that were received on *Thursday July 24, 2008* for the *County of McLean - Recorder of Deeds - Mezzanine Floor Government Center Interior Remodeling*. The low bidder is Associated Constructors Co. Inc., 103 Caroline Street, Bloomington in the amounts as follows:

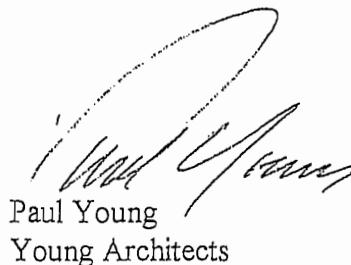
<i>Phase 1</i>	<i>\$ 37,400.00</i>
<i>Phase 2</i>	<i>\$ 32,700.00</i>
<i>Total</i>	<i>\$ 70,100.00</i>

We have reviewed with them their bid and have been assured that it is *complete* and without *qualifications* in doing the work. Therefore, we would respectfully request that you consider presenting this request for executing a contract for the *County of McLean - Recorder of Deeds - Mezzanine Floor Government Center Interior Remodeling* to the Property Committee and the McLean County Board for their consideration.

If any additional information is required, please advise.

Sincerely:


Gene Asbury
Young Architects


Paul Young
Young Architects

Enclosures:



H. Lee Newcom
McLean County Recorder
115 E. Washington Street, Room M-104
Post Office Box 2400
Bloomington, IL 61702-2400
(309) 888-5170
(309) 888-5927

RECEIVED

AUG 12 2008

Facilities Mgt. Div.

Memorandum

August 8, 2008

To: Jack Moody, Director of Facilities

From: Lee Newcom, County Recorder

This is to confirm our conversation regarding the bid for the Recorder's office remodel and the appropriated budget.

The additional funds needed, up to \$3,500, are available through our Document Storage Fund, as this expenditure is directly related to storage and retention of documents in our office.

The expenditure will be from fund account 0137-0006-0008-0850-0001, "Capital Assets."

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF JAMES HINTHORN
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to the expiration of term of James Hinthorn as a member of the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider a reappointment to this position; and

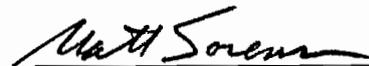
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Hinthorn as a Trustee of the Hinthorn Cemetery District for a six-year term scheduled to expire on September 30, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to James Hinthorn and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean, County, Illinois this 16th day of September 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

E:\ann\reapt\hc_Hinthorn.res

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF WAVA KAUPP
AS A TRUSTEE OF THE HINTHORN CEMETARY DISTRICT

WHEREAS, due to the expiration of term of Wava Kaupp, on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

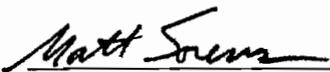
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Wava Kaupp as a Trustee of the Hinthorn Cemetery District for a six-year term to expire on August 31, 2014, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Wava Kaupp and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board, as well as the County Clerk, County Auditor and County Administrator's Office.

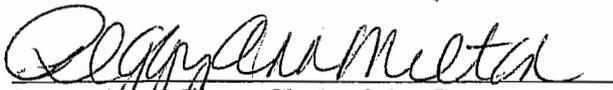
Adopted by the County Board of McLean, County, Illinois this 16th day of September, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOHN L. MOREL
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term on October 1, 2008 of John L. Morel as a Commissioner of the Public Building Commission, it is advisable to consider reappointment of this person; and,

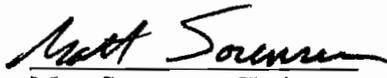
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John L. Morel for a five-year term of office to expire on October 1, 2013, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John L. Morel, and David Wochner, Attorney for the Public Building Commission, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of September 2008.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

e:\ann\apt\pbc_more.res

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF KEN ROPP
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

WHEREAS, due to the resignation of Christine Brauer of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Christine Brauer a three year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Ken Ropp and to the Director of the McLean County Regional Planning Commission, as well as the County Auditor, County Clerk and the County Administrator's Office.

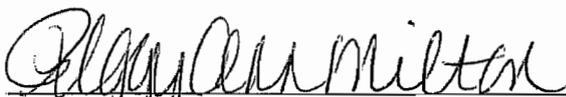
Adopted by the County Board of McLean County, Illinois, this 16th day of September, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

A RESOLUTION FOR APPOINTMENT OF DAVID BRUCKER
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the resignation of Eugene Williams as a Commissioner of the Sangamon River Drainage District, it is advisable to consider an appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Daniel Brucker as a Commissioner of the Sangamon River Drainage District to complete a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Daniel Brucker, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of September, 2008.

APPROVED:



Matt Sorensen
McLean County Board

ATTEST:



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

EXECUTIVE COMMITTEE:

Chairman Sorenson presented the following: Declaration of Vacancy in County Board District #6, pursuant to County Board Rule 5.11-7 and 10 ILCS 5/25-11 – County Board Chairman. We have a vacancy in District #6, the timetable for filling that vacancy is as follows; Letters of interest or resumes need to be turned into the Administrator's Office by October 9, 2008 at 12:00 p.m. Eligible, interested parties will be invited to make a presentation to the Executive Committee on October 14, 2008. On the regular Board Meeting on October 21, 2008 we will present a nomination for approval of the Board. At that time we will also distribute new committee assignments due to all the movement taking place. Mr. Sorenson asked if there were any questions on the vacancy. No questions were asked by the Board.

Mr. Sorenson stated that it was time to open the floor to nominations for Vice-Chairman of the McLean County Board. Member Bostic stated that she would like to place Benjamin Owens in the nominations. Member Bostic stated that she was proud of Ben with all that he knows about local, state and federal government and how it works and his activities with NACO, which is an important part of County government. He has a desire and willingness to make himself available at any time for County business. Chairman Sorenson asked if there was a second to the nomination of Benjamin Owens. Second was made by Member Clark.

Mr. Sorenson recognized Member Gordon. Member Gordon placed in nomination Member Stan Hoselton. Seconded by Member Moss.

Member Segobiano/Member Caisley moved the nominations for Vice-Chairman of the McLean County Board be closed. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorenson stated that it was appropriate that we give the two nominees a moment to address the Board in the order in which they were nominated.

Member Owens stated that he had contacted and attempted to contact members of the Board since the announcement from Member Selzer last month that he would be resigning to talk about my candidacy and I know we have quite a bit on the plate today so I just want to say thank you to the members for letting me speak with them and again look forward to continuing to work for this County, whether it be as Vice-Chairman or another capacity. Whatever that I can do for the people of this County and for the Chairman of this Board.

Member Hoselton stated that he did not contact anyone, but Member Gordon talked to him. He stated he did not return the calls and that was done with intent due to the fact I want everyone to hear the same story. I'm not running for personal gain. I am running for the County Board Vice-Chairman because I like the County Board. I like the people on the Board. I also like the people I represent. I will do a good job

for the Board. I may not be as smooth or have a blue suit, but I will answer the call. I would appreciate your vote. I carry no sticks. Member Gordon and I often disagree, but on occasion we do agree. We are still friends and that is the way my life goes.

Chairman Sorenson stated that a temporary rule of the chair is in order at this time because we have more than one nominee. Therefore Members shall be asked to vote by name as opposed to yes, no, or present. I ask the Clerk to call the roll. Members should vote by name; Owens or Hoselton. Roll call vote was as follows: Baggett-Hoselton; Bostic-Owens; Caisley-Owens; Cavallini-Hoselton; Clark-Owens; Dean-Hoselton; Gordon-Hoselton; Harding-Owens; Hoselton-Hoselton; Moss-Hoselton; Owens-Owens; Rackauskas-Owens; Renner-Hoselton; Wendt-Owens; Ahart-Hoselton. Chairman Sorenson stated that the vote is nine votes for Member Hoselton. Seven votes for Member Owens. Congratulations to Member Hoselton, Vice-Chairman of the County Board.

Member Renner stated as a point of clarification. This is for the next two months and then we re-organize in December we will be choosing a Vice-Chairman again for the long term.

Chairman Sorenson said that is absolutely correct. Consistent with the rules of the Board, we organize in the December of even number years. So you will also have a chance to replace me.

Member Bostic, Acting Vice-Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF NORMAL AND THE
COUNTY OF MCLEAN TO PROVIDE NETWORK
ACCESS FOR THE AFIX TRACKER EQUIPMENT

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, Town of Normal (hereinafter "Normal") is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with Normal, and

WHEREAS, Normal desires to maintain an AFIX Tracker system which processes automated fingerprint and palm print identification; and

WHEREAS, the AFIX Tracker system requires itself to communicate with the Livescan system maintained in the McLean County Jail, and

WHEREAS, all fingerprints and palms prints made through this AFIX Tracker system are recorded and used for identification, and

WHEREAS, Normal and the County deem it to be in their best interests to enter into an Intergovernmental Agreement to make available network connectivity between the AFIX tracker and the Livescan machine housed within the McLean County Jail; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Allow the Town of Normal limited network access to the County's Livescan machine as mutually determined by the McLean County Information Technologies Department and Town of Normal Information Technologies Department.
2. Provide to Normal, on a best efforts basis, access to the Livescan equipment system at a 95% level, 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power can and will occur. Therefore, availability and restoration of access to the Livescan system will be provided as soon as possible.
3. To the extent permitted under State and Federal law, indemnify and hold Normal harmless from all causes of action and the costs of defending any such actions arising out

of the performance of county's contractual duties under this Intergovernmental Agreement.

Normal shall:

1. Be solely responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to install the AFIX Tracker equipment system at their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If Normal or its agents or employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. Normal shall, to the extent permitted under State and federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of Normal's contractual duties under this Intergovernmental Agreement.

Normal and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 30 days written notice to the other party.
2. The County is not obligated to purchase or continue to use equipment based upon that equipment's compatibility with the AFIX Tracker system.
3. In the event a Court orders an expungement of a scanned record, the County shall be responsible for expunging records stored within its Livescan machine and Normal shall be responsible for expunging records stored within the AFIX Tracker system.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

6. Normal and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

Normal and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:

For McLean County:

Chris Koos, Mayor
Town of Normal

Matt. Sorensen, Chairman
McLean County Board

ATTEST:

ATTEST:

Wendy Briggs, City Clerk
Town of Normal, Illinois

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

Kent Crutcher, Chief
Normal Police Department

Mike Emery, Sheriff
McLean County Sheriff

Members Bostic/Cavallini moved the County Board approve a Request for Approval of Intergovernmental Agreement with Normal Police Department for Access to the County's AFIX Machine - Information Technologies. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Acting Vice-Chairman, presented the following:

A RESOLUTION of the McLEAN COUNTY BOARD
RECOGNIZING THE COMMUNITY BENEFIT OF THE
DAVID DAVIS STATE HISTORIC SITE AND MORAINIE VIEW STATE PARK
AND
OPPOSING THE PROPOSED CLOSING OF THESE SITES

WHEREAS, it has been announced that a series of budget cuts will close the David Davis Mansion State Historic Site and Moraine View State Park; and,

WHEREAS, the David Davis Mansion State Historic Site is an important site in the preservation of our political history, particularly at a juncture when so many economic opportunities will be lost as the Lincoln Bicentennial year is approaching; and,

WHEREAS, Moraine View State Park is an invaluable site providing natural resource conservation and recreational activities to over 290,000 visitors per year; and,

WHEREAS, the State of Illinois has made substantial public capital investments in each of these sites which should not be threatened by reduced care; and,

WHEREAS, these facilities are economic engines for the communities in which they are located, attracting tourism dollars that are spent in these communities; and,

WHEREAS, at its regular meeting on Tuesday, September 9, 2008, the Executive Committee recommended that the McLean County Board approve and adopt a Resolution recognizing the community benefit of the David Davis State Historic Site and Moraine View State Park, and opposing the proposed closing of these sites; now, therefore,

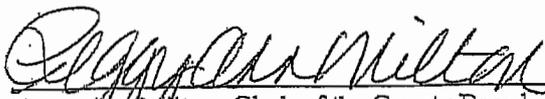
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

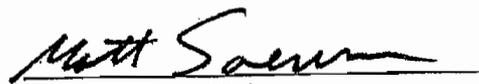
- (1) The McLean County Board herewith recognizes the community benefit and economic impact of the David Davis State Historic Site and Moraine View State Park on the central Illinois economy and expresses its opposition to the proposed closing of these sites.
- (2) The McLean County Board herewith directs that a certified copy of this Resolution be sent to the Office of the Governor of the State of Illinois, the Director of the Illinois Department of Natural Resources, the Director of the Illinois Historic Preservation Agency, and the members of the Illinois General Assembly who represent McLean County.

ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Bostic/Gordon moved the County Board approve a Request for Approval of a Resolution Recognizing the Community Benefit of the David Davis Historical Site and Moraine View State Park and Opposing the Proposed Closing of these Sites. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Acting Vice-Chairman, presented the following:

A RESOLUTION of the McLEAN COUNTY BOARD
RECOGNIZING THE ECONOMIC IMPACT OF THE
PONTIAC CORRECTIONAL CENTER and
OPPOSING THE PROPOSED CLOSING of the
PONTIAC CORRECTIONAL CENTER

WHEREAS, the Pontiac Correctional Center is a significant employer in central Illinois, providing jobs to citizens who live in McLean County and purchasing goods and services from other local employers in Livingston County and McLean County; and,

WHEREAS, as a result of investments made by the State of Illinois in new facilities at the Pontiac Correctional Center, the Pontiac Correctional Center has specialized housing units to segregate inmates and to house inmates with serious mental health problems; and,

WHEREAS, the Pontiac Correctional Center is a needed facility that protects the citizens of Illinois by incarcerating violent offenders; and,

WHEREAS, the proposal to close the Pontiac Correctional Center will have a significant economic impact on the Central Illinois regional economy, including the loss of many jobs and a corresponding decrease in the purchase of goods and services from local businesses; and,

WHEREAS, at its regular meeting on Tuesday, September 9, 2008, the Executive Committee recommended that the McLean County Board approve and adopt a Resolution recognizing the economic impact of the Pontiac Correctional Center and opposing the proposed closing of the Pontiac Correctional Center; now, therefore,

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

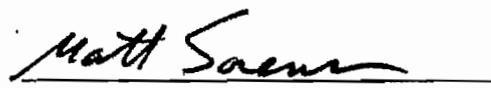
- (1) The McLean County Board herewith recognizes the economic impact of the Pontiac Correctional Center on the central Illinois economy and expresses its opposition to the proposed closing of the Pontiac Correctional Center.
- (2) The McLean County Board herewith directs that a certified copy of this Resolution be sent to the Office of the Governor of the State of Illinois, the Director of the Illinois Department of Corrections, the members of the Illinois General Assembly who represent McLean County, the Mayor of the City of Pontiac and the Chairman of the Livingston County Board.

ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Member Cavallini stated that he had the opportunity to know a number of people in Pontiac as I serve as a Chamber of Commerce Ambassador. I cannot help but feel that if we were in a situation as they are facing, and heaven forbid that someone would decide to close ISU and move students elsewhere, we would feel an immediate economic impact from that. I feel that we are simply sending a message to the people of Pontiac and residents of Livingston County, that we care about there situation and this resolution is an expression of that sentiment. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: The General Report and Minutes from other meetings can be found on pages 36-49.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: The Land Use and Development Committee has no Items to be Presented for Action and our General Report can be found on pages 50-54.

PROPERTY COMMITTEE:

Member Bostic, Chairman, stated the following: The Property Committee has no Items to be Presented for Action and our General Report can be found on pages 55-61.

TRANSPORTATION COMMITTEE:

Member Hoselton, Chairman, stated the following: The Transportation Committee has no Items to be Presented for Action and our General Report can be found on pages 62-65.

FINANCE COMMITTEE:
Member Owens, Vice-Chairman, presented the following:



INFORMATION MANAGEMENT SOLUTIONS

Master Agreement for Products and Services

This Master Agreement for Products and Services ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Cott") and its Customer set forth below ("Customer").

Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will purchase, the products and services checked below or described in any applicable addendum to be executed by the parties. Addendums may be executed at any time during the term of this Agreement and will become part of and be incorporated in this Agreement.

- Auditing
- Auto Index Software
- Backfile of Record Books
- Books, Covers & Jackets
- Data Acquisition
- Data Conversion
- Day Forward Redaction
- Desktop
- Electronic Backups
- eCommerce
- eRecording
- Key from Image Workflow
- Hardware & Network Software
- Hardware Maintenance
- ✓ Historic Redaction
- History of Index Data
- Microfilm Creation
- Offsite Storage
- Online Index Books
- Plats
- Printouts
- ✓ Reindexing
- Remote Online Training
- Resolution
- Software Assurance
- Software Escrow
- Thin Office Resolution
- Toby Trax
- Verdict
- Webhosting

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 60 days after Cott has signed this Agreement.

McLean County, IL

[County, Parish, Town]

COTT SYSTEMS, INC.

CUSTOMER

Jodi M. Bare 9.22.08
(Signature) (Date)

Jodi M. Bare
(Print Name)

jbare@cottsystems.com
(Print Email Address)

Vice President
(Print Title)

Eric H. Fournier
(Signature)

McLean County, IL
(County, Parish, Town)

Matt Sorenson 9-16-08
(Signature) (Date)

Math Sorensen
(Print Name)

math.sorensen@mcleancountyil.gov
(Print Email Address)

McLean County Board Chairman
(Print Title)

(Signature)

TERMS AND CONDITIONS

1. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed one and one half three per cent (1 ½%) (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Late charges may be increased to up to three percent (3%) if Customer is past due three times or more within a calendar year. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
2. **Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NON-INFRINGEMENT. Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or furnishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
3. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
4. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.
5. **Force Majeure.** [Paragraph intentionally omitted].
6. **Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business, provided Cott obtains Customer's prior written consent, which consent shall not be unreasonably withheld.
7. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
8. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.
9. **Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original. Parties agree that the contract already in place at the time this agreement is signed will stand on it's own and govern the products and services delivered thereunder.
10. **Term.** This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.
11. **Breach.** Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
12. **Authority.** By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
13. **No Solicit.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.
14. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.



INFORMATION MANAGEMENT SOLUTIONS

Addendum for Reindex Services

This *Addendum for Reindex Services* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Reindex and Redaction Services Schedule* ("Schedule"), and is being executed as an exhibit to Cott's *Master Agreement for Products and Services*, in order for Cott to provide the service described herein.

1. **Service.** Cott will provide an electronic index of recorded documents in compliance with the RFP for Index Digital Document Images and Redact Social Security Numbers on Images issued July 16, 2008 (which RFP is hereby incorporated), ("Guidelines"), mutually agreed upon by Cott and Customer. The index data will be imported into Customer's base Resolution system for public search purposes as well as for printing purposes.
2. **Source.** Index data will originate from an image of the recorded documents provided by the Customer. Each recorded document may be comprised of multiple pages, whereby each page of the recorded instrument is a single page .TIF. While Cott will use reasonable efforts to produce quality index data from the images, Customer is responsible for ensuring that the quality of the initial microfilm provided to Cott is suitable.
3. **Inspection and Acceptance.** Within ten (10) days of the import of index data, Customer will inspect, approve and accept all aspects of the index data. Unless Cott receives from Customer detailed written notice of deficiencies in the index data within ten (10) days of the import of index data, Customer will be deemed to have accepted the imported index data. If Cott receives such notice, Cott shall use its best efforts to correct errors that are attributable to Cott, and Customer agrees to cooperate with and assist Cott in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the index data is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
4. **Fees.** Fees for this service are as specified in the Schedule. Fees are subject to change in the event a) the actual number of instruments differs from the estimated number of instruments on which the fee is partially based, b) the parties mutually agree to changes in the Guidelines, or c) the parties mutually agree to a different calculation of the fees. Customer will be notified of any fee increase.
5. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer the Fees associated with index data created or imported up to the date that Cott receives the notice, as liquidated damages and not as a penalty (even if the import has not occurred yet).
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.
7. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Resolution, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Resolution systems. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards.
8. **Disclaimer of Warranty.** EXCEPT AS OTHERWISE HEREIN, COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA, PROTECTED, PUBLIC OR OTHERWISE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY



INFORMATION MANAGEMENT SOLUTIONS

COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

9. **Limitation of Liability:** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under this Addendum with respect to the applicable service. No action under the Addendum may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
10. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.
11. **Subcontractors.** Customer acknowledges that Cott uses subcontractors. Cott shall be solely liable to any such subcontractors. Cott shall indemnify the Customer against any claim by any such subcontractors against the Customer or any claim by any other person as a result of the work of Cott and any such subcontractor under this agreement (including personal liability and workers comp claims). Cott shall ensure subcontractor is bound by this agreement. Upon request, Cott shall provide proof of payment to such subcontractor.

The terms of these Addendums govern the provision of services by Cott under these Addendums and any Schedule executed by Cott and Customer hereunder.



INFORMATION MANAGEMENT SOLUTIONS

Addendum for Historical Redaction Services

This *Addendum for Historical Redaction Services* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Reindex and Redaction Services Schedule* ("Schedule"), and is being executed as an exhibit to Cott's *Master Agreement for Products and Services*, in order for Cott to provide the service described herein.

1. **Service.** Cott will provide a service that utilizes OCR technology to automatically identify and permanently redact Social Security numbers from recorded documents, as specified in the attached Schedule and in compliance with the RFP for Index Digital Document Images and Redact Social Security Numbers on Images issued July 16, 2008 (which RFP is hereby incorporated). The redacted images will be imported into Customer's base Resolution system for public search purposes.
2. **Source.** The source of images is single page .TIF files, whereby each page of the recorded document is in a separate .TIF file. One page equals one image. While Cott will use reasonable efforts to produce a quality image after redaction, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
3. **Go Live.** Cott will make the redacted images ("Images") available for review by Customer at least two (2) days prior to the Go Live Date. The date that Cott first makes the Images available on the Customer's base system or to the public will be the "Go-Live Date". Within seven (7) days after the Go-Live Date, Customer will inspect, approve and accept the Images.
4. **Fees.** Fees presented in the Schedule are based on an estimated number of images. Customer acknowledges Cott will invoice Customer for the actual number of images processed and additional fees will apply in the event a) the suitability of more than 10% of the images to be processed comes into question and/or b) if the actual number of images redacted exceeds 15% of the total images. Cott will notify customer in the event additional fees apply.
5. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer the Fees associated with images processed or imported up to the date that Cott receives the notice (even if Go-Live Date has not occurred yet).
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not disclose, use, release to third parties, remarket or claim ownership of the data.
7. **Data Presented.** Customer acknowledges that Cott relies on third party software to provide this service. Cott will implement reasonable procedures to redact Social Security numbers from images of recorded documents, and provide Customer with a status report on a series of images basis. However, Customer acknowledges that the service may not fully and accurately redact one hundred percent (100%) of the desired data. While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Resolution, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott agrees to implement reasonable security measures consistent with industry standards in order to reduce the risk of the loss of sensitive data. In the event Cott breaches this obligation, Cott will indemnify Customer provided Customer gives notice of such breach.
8. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SERVICE OR ITS FUNCTIONALITY, RELIABILITY, ACCURACY OR COMPLETENESS. COTT DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.
9. **Limitation of Liability:** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under this Addendum. No action under the Addendum may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
10. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this



INFORMATION MANAGEMENT SOLUTIONS

Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.



INFORMATION MANAGEMENT SOLUTIONS

Reindex and Redaction Services Schedule

Per RFP *Index Digital Document Images & Redact Social Security Numbers on Images*
 Issued July 16, 2008

For H. Lee Newcom, Recorder of Deeds, McLean County, IL

Prepared on Tuesday, August 12, 2008

Reindexing, History Load of Index Data

Index data will be keyed using the guidelines agreed upon by Cott and the Customer. The index data will be presented in a format that is compatible with current Resolution system. The index data will be imported into Resolution database where it will be linked up with existing images and made searchable to the public.

Time Frame (Series)	Source	Estimated No. of Instruments
From: 1971 thru: 1993	Tiff images of original documents	75,087 instruments at \$1.73 per instr.

Assumptions and Requirements for Reindexing, History Load of Index Data

- Customer will provide tiff images to Cott.
- Tiff images are assumed to be of usable quality, are complete and are presented in sequence.
- Changes to the reindex guidelines, if any, will be agreed upon by Cott and Customer as needed throughout the project.
- Cott will key index data as detailed in RFP entitled *Index Digital Images & Redact Social Security Numbers on Images*.
- Project to include export of 193,902 "stranded" images, meaning images that did not get linked to an index data line in Resolution.
- Once reindex data is imported, Cott to import and link the "stranded" images into Resolution so images are linked to the index data.

Project Plan for Reindexing, History Load of Index Data

A sample project plan outlining the phases and resources required to ensure a successful implementation is shown. Customer acknowledges that in order for Cott to carry out the Project Plan, Customer is required to fulfill its responsibilities as described below.

	Resource Name
<i>Phase I</i>	
Receipt of signed contract at Cott	Customer, Cott
Issue Invoice to Customer	Cott
Assignment of Project Coordinator	Cott
Transfer images to Cott	Customer, Cott
Evaluate images for quality and completeness	Cott
Index for images	Cott

Phase II

Customer Base System analysis	Cott
Software and data prepared for delivery to Customer site	Cott
Deliver software and data for install on Customer's Base System	Cott
Final project review for Cott	Cott

Phase III

Implement software and data installation on Customer's Base System	Cott, Customer
Issue Invoice to Customer	Cott

Historical Redaction Services

Cott will provide a service that will utilize Optical Character Recognition (OCR) technology to automatically identify and permanently redact Social Security numbers (SSNs) on recorded documents. The redacted images will be imported into Customer's base Resolution system for public search purposes.

Project Management

To provide a smooth and seamless implementation of this project, Cott Systems will assign a Project Coordinator. The Project Coordinator will receive the evaluation of the project details gathered to date. A project team will determine the additional information needed to complete your project, and a customized project plan will be provided. As work progresses, the Project Coordinator will update the project plan and keep you updated and informed of the status and timeline.

Cott will assist you in creating a copy of the images in scope to send to our Professional Services experts. Once in Cott's hands, your images will be processed using OCR technology. Based on a rules configured to your state requirements, the sensitive information is identified and flagged for redaction. Our staff will review flagged information one by one and either accept the redaction or reject the suggested redaction.

Once the redacted images are prepared for importing, Cott will remotely access your base Resolution system to install any necessary software and to import the images. User-defined security settings in Resolution software ensure that document access and retrieval processes present only the redacted images to the searching public.

Project Criteria	Type:	Redaction with flagged images verified
	Data Element:	Social Security numbers
	Scope:	See Table Below
	Pages/Images:	3,902,000 estimated pages/images at \$.0275/image

Index Type	Time Frame	Estimated Pages/Images
Official Records	1971 through current	3,902,000

Assumptions and Requirements for Historical Redaction

- A supported version of Cott's Resolution application is currently installed and running.
- Customer identifies one point of contact in their office to communicate information to Cott as it relates to this service offering.
- A high speed connection is setup by the Customer for Cott to access Customer's Base System. If a high speed connection is prohibited, a dial connection may serve as a substitute though delays may result.
- Images provided by the Customer are assumed to be of suitable quality, and are complete.
- Images provided to Cott in single page .TIF files, where each recorded page is in a separate .TIF file. One page equals one image.
- If an image has 20 Social Security numbers, only the 1 image/page applies towards the per image count, not 20.
- Cott will track the customer's media/images from receipt to return.
- Cott will advise if additional disk space is required on Customer's base Resolution system.
- Cott will obtain images utilizing full system backup or USB drive.
- Cott and Customer will join efforts to establish a good sample of images for the project so that characteristics of SSNs such as unique placement, appearance and formation are identified.
- Sample images need to contain as many variations of SSN characters as possible, and a minimum of 2,000 images within the sample.
- Redaction rules are dependent upon the sufficiency of the sample of images established with regard to identifying such characteristics.
- Redaction project results are dependent upon the redaction rules established.
- 100% of the images within the project scope will be processed.
- The entire Social Security number is redacted, as opposed to redaction of only a portion of the SSN.
- Cott will notify Customer if the suitability of image(s) comes into question during OCR process, and if more than 10% of the images require reprocessing (see footnote below).
- OCR process will not recognize handwritten Social Security numbers. Handwritten Social Security numbers will be redacted when preceded by a flagged redaction clue.
- Images larger than 6600 x 6600 pixels will not be accepted in the OCR process. For example, large size plats.
- Projects to redact Social Security numbers from recorded land & related documents are estimated not to require redaction of more than 15% of the total images processed.
- SSN is the only data element included in this project. If Customer's redaction needs or requirements change, regardless of whether the change is legislation related or not, additional per images charges would apply. Cott would advise customer in the case additional per images charges would apply.
- Customer is responsible for keeping track of any change(s) made to images in between the time the images go to Cott for processing and when redacted images are delivered to the Customer. Once redacted images are imported, Customer will need to modify the redacted images with any tracked change(s).



INFORMATION MANAGEMENT SOLUTIONS

Project Plan for Historical Redaction

A sample project plan outlining the phases and resources required to ensure a successful implementation is shown. Customer acknowledges that in order for Cott to carry out the Project Plan, Customer is required to fulfill its responsibilities as described below.

	Resource Name
<i>Phase I</i>	
Receipt of signed contract at Cott	Customer, Cott
Issue Invoice to Customer	Cott
Assignment of Project Coordinator	Cott
Transfer images to Cott	Cott, Customer
Establish sample of images	Cott, Customer
Generate redaction rules from sample	Cott
Process images	Cott
Issue monthly invoice(s) to Customer as images are processed	Cott
<i>Phase II</i>	
Customer Base System analysis	Cott
Software and data prepared for delivery to Customer site	Cott
Deliver software and data for install on Customer's Base System	Cott
Final project review for Cott	Cott
<i>Phase III</i>	
Implement software and data installation on Customer's Base System	Cott, Customer
Align software search permissions with redacted images	Cott, Customer
Go Live	Customer



INFORMATION MANAGEMENT SOLUTIONS

Fees	Estimated Project Fee	\$237,206 ¹
------	-----------------------	------------------------

The following footnote references affect pricing and project fees.

Unit fee is \$1.73 per instrument for reindexing service and \$.0275 per image for redaction per Cott's Response to: Request for Proposals for Index Digital Document Images & Redaction of Social Security Numbers issued August 4, 2008 (which RFP response is hereby incorporated).

Payments

Invoice upon Cott's receipt of signed contract	\$45,000
Invoice upon Load of Reindex Data	\$84,984
Due upon subsequent invoice(s)	\$107,222 ²

Invoices are due within thirty (30) days of issue

NOTE: If project exceeds Estimated Project Fee, additional fee is subject to appropriation by County Board. Furthermore Cott is not responsible for work beyond Estimated Project Fee until County Board appropriates funds.

¹ Estimated Project Fee for Historical Redaction is based in part on:

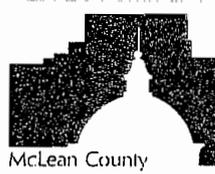
The initial estimated number of images, which was prepared based on information gathered by Cott from the Customer's system. If the actual number of images processed or reprocessed is less than the estimate, the Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed or reprocessed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify the Customer of any additional charges.

The suitability of images recognized by the OCR process. If the suitability of more than 10% of the images to be processed comes into question, the project is subject to an additional fee for reprocessing efforts that will be the responsibility of the Customer. Suitability can be influenced by several image quality factors, including, but not limited to, gray scale, speckling, and hand written text. Cott will notify the Customer of any additional charges and will not proceed with additional processing without the written authorization of the Customer. The fee for reprocessing would be \$.0275/image for every image over 10% of the number of images to be processed. For example, if 100,000 images were processed and 15,000 need reprocessed, Cott will charge \$0.03/image for 5,000 images.

Redacting up to 15% of the images. The number of images to be redacted cannot be accurately predicted ahead of the actual processing of Customer's actual images. If the actual number of images redacted exceeds 15% of the total images processed, an additional verification fee will be the responsibility of the Customer. As Cott processes images, Cott will notify the Customer if actual processing reveals an additional verification fee is likely. Once the last portion of images is verified, Cott will notify the customer of any additional verification fee.

² Cott will issue subsequent invoice(s) to the Customer for the actual number of images processed and/or verified on a month by month basis. Invoice(s) will reflect any applicable credit that remains on the account from the initial down payment amount and the amount due for the images processed and/or verified for the month.

Invoices will reflect the actual number of images processed by Cott each month.



H. Lee Newcom
 McLean County Recorder
 115 E. Washington Street, Room M-104
 Post Office Box 2400
 Bloomington, IL 61702-2400
 (309) 888-5170
 (309) 888-5927

August 6, 2008

Memorandum

To: McLean County Board Finance Committee

From: Lee Newcom, County Recorder

Re: Social Security Number Redaction and Indexing contract

On August 4th the bids were opened for the Request for Proposals issued by my office on July 16, 2008. This project will accomplish two important tasks for our office:

- Redact (cover so they are not viewable) Social Security Numbers from our entire 35 year inventory of images that are available for viewing by the public. This measure is necessary to prevent potential identity theft and to comply with new state legislation.
- We have discovered a large body of documents, covering the period from 1971 to 1993, which were received, stamped with our recording stamp and imaged on microfilm, but never properly recorded (indexed) into our books or system so that they could be found. This project will enter each of the documents into the land records system.

The RFP was properly issued publicly, notice published and made available. 8 firms made inquiry, received copies of the RFP and participated in the mandatory pre-bid conference. 4 firms submitted proposals. One firm was eliminated as they did not meet the bid specifications. The three qualifying bidders and their bids are listed below:

	Indexing per instrument est. 75,087	extension	SSN Redaction per image (est 3,902,000)	extension	Estimated Total Project
Cott Systems	1.73	\$129,900.51	0.0275	\$107,305.00	\$237,205.51
US Imaging	0.65	\$48,806.55	0.05	\$195,100.00	\$254,531.55*
AmCad	0.25	\$18,771.75	0.059	\$230,218.00	\$259,614.75*

* The US Imaging and AmCac bids are increased by \$10,625 each because of the extra charges by Cott Systems required to convert and import the data produced by a different firm into our Cott land records system.

The bids are per instrument and per image. The exact number of images we expect will increase by up to 20,000, based on recent finds of significant new blocks of documents. The ultimate project cost may therefore increase by up to approximately \$35,000. I have requested the States Attorney's office produce a contract for Cott's signature and approval by the Finance Committee at a stand-up meeting before the August County Board meeting.

Members Owens/Cavallini moved the County Board approve a Request for Approval of a Contract between McLean County and Cott Systems for Indexing of Documents and Redaction of Social Security Numbers – Recorder’s Office.

Member Gordon stated that he just wanted to be sure that the Redaction of Social Security Numbers means that they will no longer be as readily accessible as they have been? Chairman Sorenson stated that it will be masking those numbers in the documents. Mr. Zeunik stated that it is a new state law.

Member Renner asked if there had been difficulties with this in the past. Chairman Sorenson stated that he did not know if there are documented cases of Social Security Numbers being taken from our documents, however, it was a media frenzy five or six months ago. The Recorder, Lee Newcom, did take a lot of media interest from this topic, and as stated before, it is a new state law.

Member Dean asked if this is what they would call an unfunded mandate? Is the State of Illinois helping us with any of these costs? It is a big ticket item. Chairman Sorenson stated that the Member Dean’s analysis is accurate. Member Caisley stated that this involves more than just redacting Social Security Numbers. We do have all of these documents that have not been entered into the data processing system and our not as readily accessible as they should be. There has also not been an index filing system. We have a grantee/grantor system in this County and this will help fill that gap. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

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

WHEREAS, the Finance Committee, at a meeting on September 3, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund to fund a contract with Cott Systems for an amount not to exceed \$239,500.00 to index documents and redact Social Security numbers from documents; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 89,767.00.
2. That the County Treasurer is directed to amend the fiscal year 2008 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000 Unappropriated Fund Balance	\$ 385,963.00	\$ 89,767.00	\$475,730.00

3. That the County Auditor is directed to amend the fiscal year 2008 Combined Annual Appropriation and Budget Ordinance by adjusting the following line-item appropriations:

	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
0137-0006-0008-0706.0001 Contractual Services	\$ 100,000.00	\$ 89,767.00	\$ 189,767.00

(2)

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

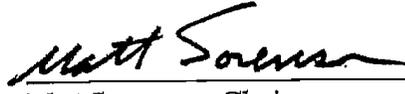
ADOPTED by the McLean County Board this 16th day of September, 2008.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Ea_recorder_docstoraug08.fin.doc

Members Owens/Harding moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance - Recorder's Document Storage Fund 0137, Recorder's Officer. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> Department of Building and Zoning for SHOW BUS		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Department of Transportation		<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: July 1, 2008 End: June 30, 2009
<u>Grant Title:</u> Downstate Public Transportation Operating Assistance Grant			
<u>Grant Amount:</u> \$636,500		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: September 30, 2008	
<u>Match Amount (if applicable):</u> Required Match :\$286,425 Overmatch: \$			
<u>Grant Total Amount:</u> \$922,925		<u>Source of Matching Funds (if applicable):</u> Section 5311 funds from the Federal Government	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$0</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$0</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$922,925</td> </tr> <tr> <td>Equipment</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$922,925</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$0	Fringe Benefit Cost	\$0	Total Personnel Cost	\$0	<u>Additional Expenses</u>		Subcontractors	\$922,925	Equipment	\$0	Other	\$0	Total Additional Expenses	\$0	GRANT TOTAL	\$922,925	<u>Description of equipment to be purchased:</u> N/A <u>Description of subcontracting costs:</u> Rural public transportation costs to provide service to Ford, Livingston, Iroquois, DeWitt and McLean Counties. <u>Other requirements or obligations:</u> None	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	0																										
Personnel Cost	\$0																										
Fringe Benefit Cost	\$0																										
Total Personnel Cost	\$0																										
<u>Additional Expenses</u>																											
Subcontractors	\$922,925																										
Equipment	\$0																										
Other	\$0																										
Total Additional Expenses	\$0																										
GRANT TOTAL	\$922,925																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Philip D. S.
Department Head Signature

8-27-08
Date

Michael Behring
Grant Administrator/Coordinator Signature (if different)

8-27-08
Date

OVERSIGHT COMMITTEE APPROVAL

_____	_____
Chairman	Date



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

TO: Finance Chair and Finance Committee
FROM: Mike Behary, ^{MSB} County Planner
DATE: August 25, 2008
RE: SHOW BUS Items

The Illinois Department of Transportation (IDOT) has approved our application for FY 2009 Downstate Operating Assistance to operate SHOW BUS, which provides rural public transportation for McLean, Livingston, Ford, DeWitt, and Iroquois counties. The attached letter from IDOT explains the grant approval process. The County Board needs to approve the attached resolution that authorizes the County Board chairman to sign the attached grant agreement.

Attachments:

1. Letter from IDOT,
2. County Board Resolution authorizing acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract number 3823 with the State of Illinois, and
3. Contract number 3823 Operating Assistance Grant for the fiscal year of 2009

Laura Dick the Director of SHOW BUS and I will be present at the September 2nd Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.



Illinois Department of Transportation

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

August 22, 2008

TO: ALL FY 2009 DOWNSTATE OPERATING ASSISTANCE RECIPIENTS:

The Division of Public and Intermodal Transportation has reviewed and approved your agency's application for a FY 2009 Downstate Operating Assistance Grant.

To facilitate the processing of payments that your agency may receive, we are enclosing an interim contract in the amount of your agency's FY 2008 grant level. We anticipate that this figure will be adjusted to reflect the maximum level that your agency may receive for FY 2009, upon the final resolution of pending policy and legal issues that arise under the recently revised Act. Please note, however, that as set forth in the Act, your actual reimbursement will be based on 65% of your FY 2009 eligible expenses, within the limits established by law.

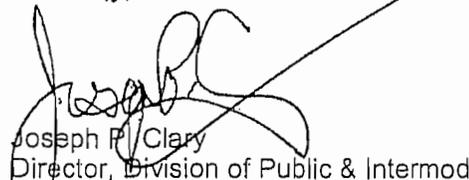
Please print up TWO copies of the enclosed contract, and have your authorized representative:

- Sign and date his/her signature on page 10 – BUT NOT the preceding paragraph that begins with, "IN WITNESS WHEREOF . . .";
- Print or type his/her name and title on page 10;
- sign and date both copies of Exhibits A and B; and
- return BOTH copies of the above, with ORIGINAL signatures, to the Department along with a completed legal opinion and board resolution authorizing this grant agreement.

For your reference, we are enclosing sample language with our minimum requirements for the legal opinion and board resolution. Upon receipt of the signed documents, we will secure the necessary Department signatures, and return a fully-signed Agreement for your files.

Please note that you may also submit any eligible payment requests. If you need additional information, please contact David Spacek, our Bureau Chief, at 312/793-2154 or David.Spacek@illinois.gov.

Sincerely,



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

cc: Ellen Schanzle-Haskins, Chief Counsel, IDOT
Ann Schneider, Director, Office of Finance & Administration
Dave Spacek, Bureau Chief, DPIT Downstate Area Programs

McLean County Board Resolution

Number _____

Resolution authorizing application for and acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract No. 3823 with the State of Illinois

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

BE IT RESOLVED by the County Board of McLean County:

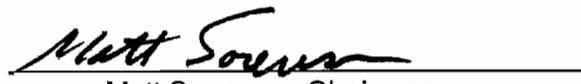
1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3823 Grant No. OP-09-33-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

Presented and Adopted by the County Board of McLean County, Illinois this 16th day of September 2008

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT

between

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

AND

MC LEAN COUNTY

Contract Number 3823

Grant Number OP-09-33-IL

TABLE OF CONTENTS

<u>ITEM</u>	<u>TITLE</u>
1	PROJECT SCOPE
2	PROJECT BUDGET
3	SUBJECT TO APPROPRIATIONS
4	PAYMENT PROCEDURES
5	ELIGIBLE OPERATION EXPENSES
6	INELIGIBLE OPERATING PROCEDURES
7	RECORD RETENTION
8	INSPECTION AND AUDIT
9	GRANTEE'S INDEPENDENT AUDIT
10	PROJECT CLOSEOUT
11	PROHIBITED INTERESTS
12	NON-COLLUSION
13	CODE OF ETHICS
14	UNLAWFUL DISCRIMINATION
15	SCHOOL BUS OPERATION
16	GRANTEE'S WARRANTIES
17	DRUG FREE WORKPLACE
18	INDEMNIFICATION AND INSURANCE
19	INDEPENDENCE OF GRANTEE
20	NON-WAIVER
21	TERMINATION, PAYMENT DELAY, RECALL
22	DISPUTE RESOLUTION

TABLE OF CONTENTS (cont'd)

<u>ITEM</u>	<u>TITLE</u>
23	PUBLIC INFORMATION
24	AMENDMENT
25	SEVERABILITY
26	ASSIGNMENT
27	DOCUMENTS FORMING THIS AGREEMENT
28	ETHANOL GASOLINE
29	TAXPAYER IDENTIFICATION NUMBER
EX. A	SCHOOL BUS CERTIFICATION
EX. B	DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

ITEM 1 - PROJECT SCOPE

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

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this grant agreement to implement Grantee's approved program of expenditures, within the following limitations:

- 1) in no event shall the amount paid under this Agreement exceed sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2009, 30 ILCS 740/2-7 (b);
- 2) in no event shall the Grantee's appropriation in Fiscal Year 2009 be less than the Grantee's Fiscal Year 2008 appropriation, 30 ILCS 740/2-7 (b-10); and
- 3) in no event shall the amount paid under this Agreement together with any operating assistance received by the Grantee from any federal, state or local agency in fiscal year 2009 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the estimated amount of \$636,500, subject to the limitations set forth above, the Act and the Rules.

In the event that combined state and federal operating assistance grants for fiscal year 2009 exceed Grantee's actual operating deficit, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03) "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

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

ITEM 4 - PAYMENT PROCEDURES

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

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

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

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

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

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

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

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

ITEM 7 - RECORD RETENTION

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

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

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

ITEM 8 - INSPECTION AND AUDIT

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

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

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

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

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

ITEM 10 - PROJECT CLOSEOUT

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

ITEM 11 - PROHIBITED INTERESTS

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

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

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

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

ITEM 12 - NON-COLLUSION

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

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

ITEM 13 - CODE OF ETHICS

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

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

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

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

ITEM 14 - UNLAWFUL DISCRIMINATION

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

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

ITEM 15 - SCHOOL BUS OPERATIONS

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

ITEM 16 - GRANTEE'S WARRANTIES

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

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

ITEM 17 - DRUG FREE WORKPLACE

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

ITEM 18 - INDEMNIFICATION AND INSURANCE

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

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

ITEM 19 - INDEPENDENCE OF GRANTEE

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

ITEM 20 - NON-WAIVER

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

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

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

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

ITEM 22 - DISPUTE RESOLUTION

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

ITEM 23 - PUBLIC INFORMATION

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

ITEM 24 - AMENDMENT

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

ITEM 25 - SEVERABILITY

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

ITEM 26 - ASSIGNMENT

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

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

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

ITEM 28 - ETHANOL GASOLINE:

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

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____ by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2009.

Accepted on behalf of McLean County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

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

Milton R. Sees, P.E.
Secretary of Transportation

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

Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

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

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

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

McLean County:

Signature of Authorized
Representative

Title

Date

EXHIBIT B

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

Grantee certifies and agrees that it will provide a drug free workplace by:

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

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

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

McLean County:

Signature of Authorized
Representative

Title

Date

Members Owens/Segobiano moved the County Board approve Requests for Approval of County Board Resolution Authorizing Acceptance of 2009 Downstate Operating Assistance Grant No. OP-09-33-IL, Contract Number 3823 with the State of Illinois - and Downstate Public Transportation Operating Assistance Grant Agreement between the State of Illinois Department of Transportation Division of Public and Intermodal Transportation and McLean County - Building and Zoning. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

McLean County
Appraisal Services Proposal

- 1) Total cost per specifications stated: \$ 4,200
- 2) Expenses for Project not to exceed: \$ Included in cost above
- 3) Total cost of Options requested in Section 4: \$ See page 5 of proposal
- 4) Please state number of hours you expect the basic project to take: 40
- 5) Please state the number of people you need to complete the project: 3

The executing of this form certifies understanding and compliance with the total bid package.

PROPOSAL SUBMITTED BY:

MAXIMUS Inc # 100085-00
 Company EEO Certificate of Compliance #

1033 Stobie Blvd. Suet 350
 Address

Northbrook IL 60062
 County State Zip

Robert Dengel Regional Account Executive
 Authorized Agent or Officer (Please print or type) Title

Robert.dengel@msu.com 847-513-5570
 Email: Telephone

[Signature] 7-30-08
 Signature of Authorized Agent or Officer Date

PLEASE MARK ENVELOPE: Property Appraisal RFP



July 31, 2008

Ms. Jennifer Ho
Risk Manager
McLean County
115 East Washington Street
Bloomington, IL 61702

RE: Response to RFP for Building Appraisal Services

Dear Ms. Ho:

In response to the Counties Request for Proposals, MAXIMUS, Inc. is honored to submit our comprehensive building appraisal proposal. The appraisals being proposed focus on valuation, proof of loss, updating and risk assessment. MAXIMUS fully understands the Scope of Work addressed in the RFP and has the experienced personnel and resources available to successfully complete this project. All appraisal reports are certified and are in compliance with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice ("USPAP").

The MAXIMUS organization has 5,500 employees and over 280 corporate and project offices across the country. Our corporate, regional and local office locations are as follows:

Corporate Office
11419 Sunset Hills Road
Reston, VA 20190
1-800-MAXIMUS

Regional Office
1033 Skokie Blvd. Suite 350
Northbrook, IL 60062
847-513-5570

I, Robert H. Dengel, am authorized to make representations for MAXIMUS, Inc. and will be your primary point of contact. If I can be of any assistance, please contact me directly at 847-513-5570 or robertdengel@maximus.com.

Respectfully submitted,


Robert H. Dengel, ASA
Regional Account Executive
MAXIMUS, Inc.

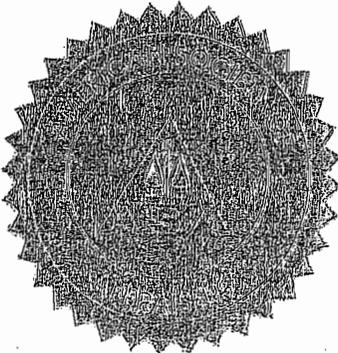




TABLE OF CONTENTS

A. Cover Letter

B. Detailed Index

C. Description of Proposed Services.....Pages 1-6

D. Schedule.....Page 6

E. Work Plan.....Pages 6-7

F. Manpower Capabilities.....Pages 7-9

G. References.....Pages 9-10

H. Sample Reports.....Pages 10-11

I. Assistance Required.....Page 12

J. Terms and Conditions.....Page 12

Project Fees and Authorization.....Page 13

- Addendum A – Sample Reports
- Addendum B – Professional Profiles
- Addendum C – Insurance Certificate
- Addendum D – Certified Financial Statement

C. Proposed Services

HISTORY & ORGANIZATION

The McLean County can confidently select MAXIMUS as a partner to continue to conduct your Building Appraisal Services for the following reasons:

- We have been in the business of property appraisals for over 19 years and have successfully provided property valuation and appraisal services for more than 5,000 entities throughout North America and Europe.
- We have the financial and human capital resources as a New York Stock Exchange Company and the portfolio of asset services to address your immediate and future needs as well as guarantee complete satisfaction with products & services.
- MAXIMUS will guarantee the start and completion dates provided in this proposal.

MAXIMUS was founded in 1975 with the mission: *"Helping Government Serve The People®."* Now some 33 years later, MAXIMUS is a highly successful corporation with FY2008 revenues expected to rise to over \$850 million. We are listed on the New York Stock Exchange (Symbol MMS). We are financially strong, with a significant cash position and no debt on our balance sheet. MAXIMUS offers a wide range of services to state and local governments including consulting, systems and outsourcing services. Our Federal Tax ID is 54-1000588 and we incorporated in the Commonwealth of Virginia. Further information is available at <http://www.assetsolutions.maximus.com>.

MAXIMUS, Inc. – Asset Solutions Division – ~~Asset Services Group~~

The Asset Services Group of the Asset Solutions Division of MAXIMUS, formerly Valuation Resource Management, is North America's premier provider of insurance appraisal services, capital asset infrastructure valuation, GASB 34/35 compliance and state-of-the-art asset management software solutions. Today, we support the unique valuation and reporting requirements of clients in a multitude of industries.

Real & Personal Property Insurance Appraisals

- ✦ Development of Replacement and Reproduction Cost New
- ✦ Certified Appraisal Reports for Underwriting, Proof-of-Loss Substantiation and Disaster Assistance Documentation
- ✦ Customized Risk Pool Appraisal Programs

Inventory & Valuation of Capital Assets & Infrastructure

- ✦ Capital Asset Inventory and Bar Code Tagging
- ✦ Development of Original and Replacement Costs
- ✦ Certified Appraisal Reports for Clean Audit

AssetMAXX™- Web-Based, Property Management System

- ✦ Barcode Scanner Interface
- ✦ Data Import & Export Capabilities
- ✦ Property Insurance & GASB Compliant Reporting Capabilities

STRONG FINANCIAL STABILITY

MAXIMUS understands the needs to ensure the success of this project by contracting with a highly capable vendor with a strong financial base. MAXIMUS is a large, public corporation with stock trading on the New York Stock Exchange since 1997. We have been financially strong every year since our founding in 1975. Our revenues have grown from almost \$100 million in FY 1995 to more than \$700 million in FY 2007, as shown in Exhibit 1: MAXIMUS Revenue FY 1995-FY 2007. We have no debt and have financial resources readily available, if needed.

Exhibit 1: MAXIMUS Revenue FY 1995-FY 2007. *The stability and strength of MAXIMUS is evident from the considerable and constant growth since 1995.*

As a financially stable corporation, MAXIMUS has never filed (or had filed against us) any bankruptcy or insolvency proceeding or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. Presently, MAXIMUS commands the highest financial rating (5A1) from Dun & Bradstreet, reflecting its assessment of both our financial statements and our credit worthiness as "strong." MAXIMUS is included in the Russell 2000 Index and the S&P SmallCap 600 Index. In 1999, 2001, 2002, 2003 and 2005 MAXIMUS was selected by Forbes Magazine as one of the Best 200 Small Companies in America for that year.

C.1 PURPOSE OF PROJECT

The purpose of our service is to develop current insurable values for all County-owned buildings and structures. This also applies to the contents within each building, which is based on a modeling concept as further defined in the 'Scope of Services'. In the event of a loss, MAXIMUS will have supplied sufficient documentation to display proof of loss for each building.

C.2 PLANNING PROJECT COORDINATION

Our project team will hold a comprehensive project-planning meeting with County representatives in advance of the start of the fieldwork. We advise that members of the administrative staff or other directly involved personnel attend this meeting.

Topics of discussion include confirmation of project scope and time frames, clarification of buildings to be appraised, schedule, accessibility to buildings, contact person at each building or location, and availability and use of blueprints and construction cost records. Assignment of database code numbers and associated descriptions for locations, buildings, and classification codes are also discussed. This meeting lays the foundation for the methods and procedures used in perpetuating records upon completion of the appraisal and delivery of the reports.

C.3 FIELD INVENTORY PROCEDURES

Prior to the field work MAXIMUS will provide the County a detailed schedule. At each location MAXIMUS personnel will introduce themselves prior to the appraisal and perform a detailed walkthrough of each structure. Our appraisal will not interfere or disrupt in anyway with the work and employees of the County.

C.4 PLANNING

During the course of the inventory and our subsequent valuation research, our appraisers will conduct an investigation to determine replacement cost new and insurance exclusions, defined as follows:

- ❶ **Replacement Cost New** is the amount required to reproduce property in like utility and function, in accordance with current market prices for materials, labor, equipment, contractor's overhead, profit and fees, but with no provisions for overtime or bonuses for labor and premiums for material or equipment, based upon replacing the entire property at one time.
- ❷ **Replacement Cost New Less Depreciation** is Replacement Cost New less Accrued Depreciation reflecting physical deterioration, utility and obsolescence or Actual Cash Value.
- ❸ **Insurance Exclusion** is a provision in an insurance contract describing property, or types of property, that are not covered by the contract. Based upon our review of the insurance form, we will identify those items specifically excluded under terms of the policy. The insurance exclusion amount is deducted from the new replacement cost to arrive at an insurable value.

Our investigation will include the use of various research sources to develop the cost conclusions for each building. These sources include catalogs, phone quotes, price lists, trade journals, magazines, industry

Proposal to Provide Professional Valuation Services to McLean County

publications, and technical and pricing subscription services, engineering manuals such as Means, Marshall Swift, Handy-Whitman, and E.H. Boeckh.

In the Counties RFP you refer to "Reproduction Cost" in the valuation section. This term is different than replacement cost in that it calls for an exact reproduction or duplication of a building and its materials. We generally only use this valuation methodology only with historical structures. We offer both types of valuations and can provide additional information on each method.

C.5 DATA TO BE RECORDED

The buildings / structures subject to our survey will be carefully inspected and measured. Professional MAXIMUS appraisers will independently calculate the square footage of each building appraised either through the review of "as-built" blueprints or physically measuring each building. Building photographs will be prepared for each structure to become part of our proof of loss documentation, in addition to assisting with the valuation efforts. A description for each building will be developed and recorded, depicting construction type and materials utilized. Segregated construction components and building features will be identified, to include:

- | | | | |
|----|------------------------|----|-------------------------|
| a. | Occupancy Type | i. | Condition |
| b. | Construction/ISO Class | j. | Construction Date |
| c. | Framing | k. | Heating/Cooling Systems |
| d. | Roofing | l. | Electrical |
| e. | Ceiling | m. | Plumbing |
| f. | Exterior Walls | n. | Elevators |
| g. | Square footage | o. | Identify Alarm Systems |
| h. | Foundation / Footings | p. | Additional Features |

In addition to the analysis of individual building components, construction classes will also be recorded. ISO classes 1-6, as defined in the Commercial Fire Rating Schedule (CFRS) are defined in terms of the Marshall and Swift construction classes as follows:

<u>ISO Class</u>	<u>ISO Description</u>	<u>M&S Class</u>
1	Frame/Combustible	D
2	Joisted Masonry	C
3	Noncombustible	S
4	Masonry Noncombustible	C
5	Modified Fire Resistive	A
6	Fire Resistive	B

During the office valuation portion of the engagement, property exclusions (those items not typically covered by an insurance policy) will be segregated to properly report the site preparation and excavation, footings and foundations, and a portion of plumbing costs (below grade).

Value Added Services

As part of our base service MAXIMUS will offer the following services at no additional cost to the County.

- **Contents Valuation**
- **Classification of Flood Zones**

- **Recording of G.P.S. Coordinates**

Contents Valuation

Content values will be included based on our unique “modeling” approach that was developed to meet the valuation needs of risk pools and public entities without the need for a detailed inventory. MAXIMUS utilizes computer models of more than 100 building types and their contents based on data gathered from thousands of appraisals over the past several years. A field inspection of each building will be conducted in conjunction with the building inspection. The building’s contents will be identified and accounted for above or below average density and quality of equipment.

Special consideration will be given to buildings with specialty equipment (water/sewer facilities and utilities, etc) where the content value is more dependent on density of these facilities. More detailed information will be gathered in these areas to properly arrive at an insurable value. We will estimate the value of contents in a particular building by taking a square foot equipment value of a like facility and applying it to the calculated area of the building. We can adjust the equipment value to account for variations above or below the average value of equipment present at each facility. The adjustments are made based on a physical walk-through of each building.

Flood Plain Maps

MAXIMUS staff will research and identify the flood zone classification for each building appraised during the study. Flood zone classifications will be included in the final reports and data.

Recording of G.P.S. Coordinates

MAXIMUS staff will record the G.P.S. coordinates at the front entrance for each building. The coordinates will be included in the final reports and data provided to the County. MAXIMUS staff will also verify the correct street address for each structure appraised and assign the proper location number.

C.6 MAINTENANCE AND PERPETUATION OPTIONS

Lesser Structures

MAXIMUS will appraise additional structures added to the appraisal during the course of the initial project assuming no additional travel. The same information will be recorded for these structures as outlined above.

Additional buildings	\$95/Building
-----------------------------	----------------------

Buildings Built or Purchased Subsequent to the Project

Onsite Update - For the next five years MAXIMUS will provide the option for additional onsite appraisals of new buildings. The cost for this service is:

First building	\$1,500/Building
-----------------------	-------------------------

Additional buildings	\$95/Building
-----------------------------	----------------------

Desktop Update - For the next five years MAXIMUS will provide the option for additional desktop appraisals of new buildings. MAXIMUS will provide a form for the County to complete on all new structures. Under this option MAXIMUS will not perform an onsite appraisal. The cost for this service is:

First building	\$800/Building
Additional buildings	\$55/Building

Trending of Building Values

MAXIMUS will apply detailed trend factors to the existing building and content values for the purpose of updating each building's insurable values. The trend factors used are developed based on a variety of factors including the Consumer Price Index, the Marshall & Swift Valuation Guide, the Handy-Whitman Index, and the increase/decrease in the cost of materials, technology advancement, etc. After the trending is complete, MAXIMUS will provide a complete set of updated Insurance Reports.

Trending Option	\$550
------------------------	--------------

D. Schedule

In an effort to maintain the desired timeline, we have prepared a chart detailing the work involved and our estimates on completion of each task required. With over 25 full time appraisers on staff MAXIMUS has the ability to meet the strict timeline established by the County.

E. Work Plan

MAXIMUS understands that with each project a customized work plan must be developed. The following plan is in place to insure that all the Counties requirements are met and that the information delivered is of the highest quality and accuracy. Our Plan consists of the following five steps:

- Thorough Project Planning and Coordination
- On-site Appraisal Procedures
- Office Valuation Procedures
- Quality Control Director Review
- Report Processing (Information Services Group)

Thorough Project Planning & Coordination

The first step of our Project Implementation Plan is to establish an effective and efficient project plan. This starts with the Project Director and Project Manager thoroughly reviewing all aspects of the engagement. Following this review, the Project Manger will hold an in-depth 'Kickoff' meeting with the Counties

Proposal to Provide Professional Valuation Services to McLean County

representatives. The goal is to develop a mutual understanding and address any and all concerns prior to the start of the fieldwork portion of the project.

On-Site Appraisal Procedures

During the on-site portion of the property appraisals, each of our appraisal staff completes a standardized building form for each individual building appraised. Our appraisal staff utilizes the building form to record information for each structure and to provide a written backup of all buildings. All field notes will remain on file with the appraiser for 5 years.

Office Valuation Procedures

Upon completion of the fieldwork portion of the project, all data gathered from each building form is entered into our proprietary software program Risk/plus. At this point, each building component is reviewed by the Project Manager again for accuracy and quality.

After the data for each structure is entered, each appraiser utilizes the industry standard Marshall & Swift Valuation Guide to once again review the data entered for each building and establish an accurate replacement cost value for each structure.

Quality Control Director Review

Upon completion of the office valuation portion of the project, all data is sent to the quality control director for review. The quality control director will verify the accuracy of values for like structures within each database to ensure the consistency of costs per square foot established prior to sending the data to our information services group to have the preliminary reports processed.

Report Processing (Information Services Group)

The information services group is responsible for the processing of all preliminary and final reports. Processing of the reports includes the completion of a standard checklist to ensure that all data is entered accurately to ensure the development of a clean set of appraisal reports.

Preliminary reports will be sent to the County for final review. This will be the final step in our quality control plan. Any changes, questions, concerns, errors, etc. can be noted on these reports and will be addressed by the Project Manager. We ask that these preliminary reports be returned within 2 weeks so that we may meet the above stated delivery dates.

F. Manpower Capabilities

The core of our success is our dedicated and qualified personnel. Our asset services professional staff is comprised of consultants possessing significant experience in the valuation industry. Members of our staff maintain affiliations with various professional associations focusing on the American Society of Appraisers (ASA) It is one of the most highly respected valuation organizations and the nation's oldest multidisciplinary appraisal society. The designated Project Director Robert Dengel is an Accredited Senior Appraiser with ASA, the highest designation within the appraisal discipline.

MAXIMUS proposes to provide the County with the following project team. MAXIMUS recommends the use of one appraiser to conduct both the onsite inspection and office valuation portions of the project. If additional appraisers are needed to complete the appraisal within the required timeframe, MAXIMUS has

Proposal to Provide Professional Valuation Services to McLean County

the personnel and resources available to assign additional staff. Complete Professional Profiles are included under Addendum B. Following is a summary of our team followed by an expanded description of each member's responsibility.

- Project Director (Principal)
- Project Manager (Field Supervisor)
- Quality Assurance and Review
- Information Services Group Manager
- Asset Services Group – Vice President of Operations

Important Note:

All personnel listed are full time employees of MAXIMUS and MAXIMUS **WILL NOT SUBCONTRACT** appraisers to assist with our property appraisal projects.

Project Director

Mr. Robert Dengel is the designated contact person who is authorized to contract for MAXIMUS. He is also the designated Project Director for the County. The role of Project Director in MAXIMUS is the highest position on a project organization chart. The Project Director has the responsibility to develop a positive relationship with the client, a relationship of trust and reliance.

The Project Director is obligated to view the project from the client's perspective and make sure that MAXIMUS always acts in the interest of the client, consistent with the terms of the contract. He has the authority to make decisions on behalf of the corporation and to command resources beyond the project at hand. The goal is to establish the loyalty of both organizations to one another and build a long-term, successful relationship.

Mr. Dengel is well qualified to serve as the Project Director. He is the current Central Region Sales Manager and a former Lead Appraiser with MAXIMUS. His tenure at MAXIMUS has included regional project management, the planning, management, and execution of numerous capital asset cost accounting studies and property insurance appraisal projects for municipalities, county governments and other public sector entities. Mr. Dengel has over 15 years experience in the appraisal industry and is an Accredited Senior Appraiser with the American Society of Appraisers.

Contact Information	
Name	Robert H. Dengel, ASA
Address	1033 Skokie Blvd. Suite 350 Northbrook, IL 60062
Telephone Number	847-513-5570
Fax Number	847-564-9136
E-mail Address	robertdengel@maximus.com

Project Manager

Jim Camp will serve as the Project Manager for the County. Jim will be involved in all aspects of the engagement from the kick-off meeting to project planning, fieldwork, office valuation, review and insuring MAXIMUS meets the strict deliverable timeline. Jim works out of our Milwaukee office and will be available to the County throughout the project.

Quality Assurance and Review

Michael Borello, Vice President, leads the Asset Services group and will serve as Management Review authority with final approval of reports and deliverables as part of our Quality Assurance Review. Upon completion of the office valuation portion of the project, all data is sent to the quality control director for review. The quality control director will work directly with the Project Manager to assure that all COUNTY requirements are met or exceeded. Additionally, Jim will review all values prior to sending preliminary reports to the County for final approval.

Information Services Group Manager

Christian Gutierrez is responsible for report processing (Information Services Group). The information services group is responsible for the processing of all reports. Processing of the reports includes the completion of a standard checklist to ensure that all data is entered accurately to ensure the development of a clean set of appraisal reports.

G. References

We encourage you to contact all our references and discuss the level of service that MAXIMUS provides its clients. We strive to develop a partnership that benefits both parties and provide services that benefit public entities throughout the Country.

Enclosed are projects we are currently working on or have recently completed. They are all related to the services to be provided to the County. The MAXIMUS team has unparalleled experience with the execution and implementation of property appraisal systems. Within the last fifteen years, our staff has assisted over 5,000 individual clients across the Country. We regularly service the valuation needs of a diverse cross section of commercial and industrial firms, educational, municipal, risk pools, and non-for-profit organizations. We are proud to introduce you to similar projects our staff has recently completed:

Livingston County

112 West Madison Street
Pontiac, IL 61764

Contact: Ms. Alina Hartley

Phone: (815) 844-6378

Email: ahartley@maxwire.net

- In 2008 contracted with the Livingston County to provide insurance valuations of all their buildings and equipment.

Minnesota Counties Insurance Trust

100 Empire Drive, Suite 100
St. Paul, MN 55103

Contact: Ms. Betty Konder

Phone: (651) 209-6410

Email: bkonder@mcit.org

- In 1999 MAXIMUS was awarded a contract to provide Building Appraisal Services to the Minnesota Counties Insurance Trust. Again in 2003 and in 2007 MAXIMUS was awarded a contract to provide Building Appraisal Services to be completed in a 3 year phase. MAXIMUS has continued to assist the Trust in the appraisal of new members and new buildings added to existing members.

Missouri Public Entity Risk Management Fund

3425 Constitution Court
Jefferson City, MO 65110

Contact: Ms. Jenny Morrison

Phone: (888) 566-7376

Email: jenny-morrison@moperm.com

- In 1999 MAXIMUS was awarded a contract to provide Building Appraisal Services to MOPERM to be completed in a 3 year phase.

Park District Risk Management Agency

2033 Burlington Avenue
Lisle, IL 60532

Contact: Ms. Martha Rademacher

Phone: (630) 435-8908

Email: mrademacher@pdrma.org

- In 2003 MAXIMUS was contracted by PDRMA to provide insurance and accounting valuations to over 140 of their member districts throughout Illinois. The scope of the project includes all machinery & equipment, buildings, outdoor land improvements, vehicles, land parcels, and infrastructure. MAXIMUS signed a three year extension in 2006 to continue to provide appraisal services to PDRMA.

G. Appraisal Reports

Preliminary Reports

Draft summary and detail reports will be sent to the County via email in a .pdf format for review. The County will have two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance within the two-week window, MAXIMUS will then prepare and deliver the final reports in both hard copy and electronic formats. This is the final point of quality control and provides a final opportunity for the County to review the data prior to receiving the final reports. It is incumbent upon the County to respond within two weeks either accepting or requesting changes.

P
M
p
c
y

Proposal to Provide Professional Valuation Services to McLean County

Final Reports

Three bound copies of our certified appraisal reports are presented in an easy-to-read format along with a digital version. MAXIMUS will provide insurance summary and insurance detail reports. Additionally, plot plans will be included as provided by the County. The appraisal report will include the Letter of Certification, which will:

- (a) Identify the property appraised
- (b) State the purpose of the appraisal
- (c) Specify the appraisal date
- (d) Identify the responsible appraiser
- (d) Define the level of value sought and the premise of value employed
- (e) Describe the nature of the property included in and excluded from the appraisal
- (f) Discuss the appraisal investigation
- (g) Indicate the factual data considered
- (h) Discuss the approaches to value and costing methodology
- (h) Present the conclusions of value
- (I) Outline the qualifying and limiting conditions
- (j) Include the signature of an authorized officer of the Company

1
c
d
i
2
a
a
h
3
c
t
4
5
c
1
1
1
1
1

A. Insurance Summary Report - Provided in spreadsheet format, including the following detail:

- Location Name/Address
- Building Name
- Construction Classification
- Building Value
- Year Built
- Square Feet
- Schedule Summarizing Values by Building
- Schedule Summarizing Values by Location
- Exclusion Amount

B. Insurance Detail Report - Provides detail information on a per building basis, including:

- Site Name
- Building Name and Address
- Occupation and/or function of facility or building
- Construction Classification
- Year Built
- Square Feet
- Narrative description of building identifying construction materials, interior finishes, mechanical systems, fire protection systems, additional features, and ornate finishes.
- Color Digital Photograph
- Replacement Cost New
- Exclusion Amount
- Replacement Cost New Less Exclusions (Insurable Value)

Members Owens/Clark moved the County Board approve a Request for Approval to award the Bid for the Property Appraisal Firm to MAXIMUS, Inc. – Risk Management. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following: The General Report can be found on page(s) 119-129.

JUSTICE COMMITTEE:
Member Renner, Chairman presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> McLean County Sheriff's Office on behalf of Task Force 6 Narcotics Unit # 406020	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> Department of Justice	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Expanding Multi-Jurisdictional Narcotics Unit Task Force 6	<u>Grant Date:</u> Start: 10/01/2008 End: 09/30/2009
<u>Grant Amount:</u> \$ \$64,106.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded
<u>Match Amount (if applicable):</u> Required Match: \$ \$21,369.00 Overmatch: \$ \$81,661.00	<u>Expected Initial Receipt Date:</u>
<u>Grant Total Amount:</u> \$167,136.00	<u>Source of Matching Funds (if applicable):</u>
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Grant Costs Information																							
<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																						
<u>Grant Expense Chart</u>	<u>Description of equipment to be purchased:</u> N/A																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Personnel Expenses</th> <th style="width: 30%;">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td colspan="2"><u>Additional Expenses:</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$ 0.00</td> </tr> <tr> <td>Other</td> <td>\$ 167,136.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$ 0.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 167,136.00</td> </tr> </tbody> </table>	Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	<u>Additional Expenses:</u>		Subcontractors	\$	Equipment	\$ 0.00	Other	\$ 167,136.00	Total Additional Expenses	\$ 0.00	GRANT TOTAL	\$ 167,136.00	<u>Description of subcontracting costs:</u> Monetary Pass Thru Grant to Task Force 6 Narcotics Unit
Personnel Expenses	Costs																						
Number of Employees:																							
Personnel Cost	\$																						
Fringe Benefit Cost	\$																						
Total Personnel Cost	\$																						
<u>Additional Expenses:</u>																							
Subcontractors	\$																						
Equipment	\$ 0.00																						
Other	\$ 167,136.00																						
Total Additional Expenses	\$ 0.00																						
GRANT TOTAL	\$ 167,136.00																						
<u>Other requirements or obligations:</u>																							
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>																							

Responsible Personnel for Grant Reporting and Oversight:

Sheriff Mike Pinner
Department/Head Signature

August 23, 2008
Date

N/A
Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
 Chairman	 Date

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units

AGREEMENT NUMBER: 406020

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

ESTIMATED START DATE: October 1, 2008

SOURCES OF PROGRAM FUNDING:

JAG Fund (FFY 08) Funds: \$ 64,106

Matching Funds: \$ 21,369

Over-Matching Funds: \$ 81,661

Total: \$ 167,136

IMPLEMENTING AGENCY: County of McLean

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

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: 37-6001569

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

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

PROGRAM AGENCY: Task Force Six

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

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force Six Commander
TELEPHONE: (309) 452-9961
EMAIL: N/A

FISCAL CONTACT PERSON: Jennifer Miller
AGENCY: County of McLean
TITLE: Bookkeeper
TELEPHONE: (309) 888-5033
FAX: (309) 888-5072
EMAIL: N/A

PROGRAM CONTACT PERSON: Michael J. Reidy
TITLE: Chief of Police, City of Clinton
TELEPHONE: (217) 935-9441
FAX: (217) 935-4219
EMAIL: N/A

TASK FORCE 6
AGREEMENT # 406020
EXHIBIT A: PROGRAM NARRATIVE

I. SUMMARY OF PROGRAM

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

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

Task Force 6 continues to lease office space in Normal. At this time, it is anticipated that Task Force 6 will be forced to move due to the current facility lacking available parking. The building was partially sold to a business with several employees and the new owners are accorded the majority of the current parking spaces as they have the most square footage of the building. No government agencies in the local area have enough office space to accommodate Task Force 6 which forces Task Force 6 to continue to lease office space. Task Force 6 will continue to require federal funding in order to maintain office space for its operations. Although the move is anticipated within the Grant #406020 reporting period, Task Force 6 has not yet identified a new facility, nor obtained a lease agreement to calculate what the expense of the new facility will be.

II. REVIEW OF PROGRESS

Grant # 405220 listed the following goals, objectives, and performance indicators.

GOALS, OBJECTIVES, & PERFORMANCE INDICATORS *(The following goals, objectives, and performance indicators are for the 405220 Agreement)*

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct a minimum of 2 Parolee Compliance Checks and or Fugitive Apprehension details per year in order to develop intelligence, cultivate police informants and establish liaisons with local law enforcement agencies by including them in the details conducted.

* No Parolee Compliance Checks have been conducted during this grant reporting period. One of the assigned Task Force 6 Inspectors was compromised during an undercover operation in which he was the Undercover Officer making hand to hand drug purchases. The defendant later explained that he recognized the officer from a previous Parolee Compliance Check in DeWitt County. Due to officer safety concerns, Task Force 6 has elected to not conduct these details.

On December 19, 2007, Task Force 6, in conjunction with the Bloomington Police Department and U.S. Marshals, conducted a Fugitive Apprehension detail which netted 18 arrests of Task Force 6 cases.

March 2008 thru April 2008, Task Force 6, with the assistance of the DeWitt County Sheriff's Department, Clinton Police Department and U.S. Marshals conducted an ongoing fugitive apprehension detail related to a Task Force 6 drug conspiracy case which netted 15 arrests.

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

On October 23, 2007, Task Force 6 conducted two (2) Drug Awareness/Danger presentations to Blue Ridge High School students in Farmer City, IL. Each group consisted of approximately 15-20 students.

On October 25, 2007, Task Force 6 conducted a Drug Awareness Presentation to a local community group at the Chateau Hotel in Bloomington with approximately 60 people in attendance.

On October 26, 2007, Task Force 6 conducted a Drug Awareness/Danger presentation to the entire 7th grade (approximately 55 students) at TriValley middle school.

On March 9, 2008, Task Force 6 conducted a Drug Awareness/Danger presentation to a group of local church members in Lexington, IL with approximately 50 people in attendance.

On March 13, 2008, Task Force 6 conducted two (2) Drug Awareness/Danger presentations to Blue Ridge High School students in Farmer City, IL. Each group consisted of approximately 15-20 students.

On March 18, 2008, Task Force 6 conducted a Drug Awareness Presentation to a local community group of parents in Farmer City, IL with approximately 10 people in attendance.

On April 29, 2008, Task Force 6 conducted a Drug Awareness Presentation to the ISU Agricultural Fraternity with approximately 30 persons in attendance.

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

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

On April 7, 2008, Task Force 6 conducted a package interdiction detail at the UPS facility in Bloomington, IL.

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

On October 9, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 17, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 23, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On October 30, 2007, Task Force 6 conducted a rest area interdiction detail at the Funk's Grove Rest Area on I-55 McLean County.

On April 23, 2008, Task Force 6 conducted a truck stop interdiction detail in the Bloomington, IL area.

On April 29, 2008, Task Force 6 conducted a truck stop interdiction detail in the Bloomington, IL area.

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

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in undercover officer operations and narcotics enforcement in order to learn how to better conduct these types of operations and investigations.

On November 3-7, 2007, a Task Force 6 Inspector attended a 40hour High Risk Raid Event Planning training course.

On November 3-7, 2007, two Illinois State Police Task Forcemembers attended a 32-hour Drug Unit Commander training course for a total of 64 hours training.

On February 29, 2008, seven Task Force 6 Inspectors attended an 8hour Hotel/Motel Interdiction and Consensual Encounter training course hosted by the IDEOA in Bloomington, IL.

On March 19-21, one Illinois State Police Task Force officer attended a 16hour Narco-Terrorism training course in Springfield, IL.

On April 28-30, 2008, two Task Force 6 Inspectors attended a 24hour Street Crimes training course at the Clinton Nuclear Power Plant in DeWitt County.

III. STATEMENT OF PROBLEM

Drugs and drug related crimes continue to remain a problem to the Task Force 6 area. The influx of drugs to the university campus area of Normal, IL, continues to generate a large number of cases and arrests. Task Force 6 has noted an increase in illegal prescription drug activity. Methamphetamine cases in the operational area of Task Force 6 including McLean and DeWitt counties are near non-existent.

Crack cocaine and cocaine continue to represent a large number of Task Force 6 cases. Task Force 6 has established a strong working relationship with many local police agencies that continues to improve to combat this problem. Task Force 6 enjoys the support of the smaller police departments, but, unfortunately these departments do not have the staffing to support assigning an officer to Task Force 6. If funding were available via expansion grant monies, it appears feasible that Leroy Police Department would become a member agency of Task Force 6.

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

The Bloomington/Normal metropolitan area is currently experiencing an increase in gang activity and gang presence. It appears that gangs have infiltrated public housing and are devoting themselves to actively and openly recruiting new members. Bloomington/Normal is experiencing a surge in gang crime activity, including narcotics sales and usage. Task Force 6 is working with these local

agencies and the McLean County Prosecutor's Office in an attempt to curb the unlawful sale of drugs and remove these offenders from the area as a result of aggressive investigation of these subjects and their successful prosecution and sentencing.

Task Force 6 continues in the attempt to work with local shipping facilities including DHL, Fed Ex, and UPS to address the unlawful importation of drugs utilizing these shippers. UPS has not been cooperative with Task Force 6 in regards to active package interdiction and detail scheduling. Task Force 6 continues efforts to implement ongoing package interdiction but this will take some time.

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

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

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

Goal: Combat illegal drug activity in rural communities.

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

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

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

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

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

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

Members of
comply with
ensure adequate
Task Force 6 Co
Task Force will
course beco

The Task
with the ac
activity, an
Typically,
distributer
aggressive

Task Force
community
agencies in
will ensure
enforcement
goal of be
in area tru
the Centra
crimes du
activity in
conducted
confidenti
remains c

The opera
Task Force 6 w
Contractu
order for
warn the
surveillance
undercov
high level
commodi
vehicles.

The Offic
Office M
compiles
assists th
Asset/For
savings o

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

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

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

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

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

Performance Indicator: The number of training hours. This information will be collected by the Task Force 6 Commander

V. PROGRAM STRATEGY

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

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

LIST OF PERSONNEL ASSIGNED BY AGENCY

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

OTHER RESOURCES AVAILABLE TO TASK FORCE 6:

YEAR:	MAKE:	MILEAGE:	CONDITION:	OWNER:
1989	El Dorado RV	47,100	Poor	ISP
1991	Ford van	32,938	Poor	Task Force 6
1999	Chevy SUV	115,323	Fair	Task Force 6
2000	Ford P/U	142,300	Fair	ISP
2002	Buick	66,450	Good	ISP
2002	Chrysler	98,511	Fair	Task Force 6
2004	Ford P/U	42,500	Excellent	Task Force 6
2005	Chevrolet SUV	40,605	Excellent	Task Force 6
2005	Chevy	80,499	Excellent	DeWitt Co. /Task Force 6
2005	Pontiac	91,000	Very Good	Clinton P.D./Task Force 6
2005	Pontiac	60,860	Very Good	ISP
2007	Ford SUV	15,400	Excellent	I.S.U. P.D.
2008	Dodge Van	3,100	New	McLean County

EXHIBIT B: BUDGET
 County of McLean
 Expanding Multi Jurisdictional Narcotics Unit
 Agreement #406020

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	JAG (FFY06)	\$64,106.00
	Subtotal:	\$64,106.00
Match:	County of McLean	\$21,369.00
	Subtotal:	\$85,475.00
Over-Match:	County of McLean	\$ 81,661.00
	Subtotal:	\$ 167,136.00
	GRAND TOTAL	\$167,136.00

Exhibit B - Budget

Program Title: Expanding Multi Jurisdictional Narcotics Unit
 Agreement # 406020

GRAND TOTAL

	Federal Amount	Match Contribut.	Total Cost
PERSONNEL SERVICES	\$0.00	\$89,875.00	\$89,875.00
EQUIPMENT	\$0.00	\$0.00	\$0.00
COMMODITIES	\$1,250.00	\$0.00	\$1,250.00
TRAVEL	\$1,752.00	\$0.00	\$1,752.00
CONTRACTUAL	\$61,104.00	\$13,155.00	\$74,259.00
OTHER COSTS	\$0.00	\$0.00	\$0.00

TOTAL COST

\$64,106.00 \$103,030.00 \$167,136.00

County of McLean
Task Force 6
AGREEMENT #406020

EXHIBIT B: BUDGET NARRATIVE

PERSONNEL

There will be zero Federal Funds utilized for employment. Matching funds will be the salary and benefits of the Illinois State Police Trooper/TF6 Inspector.

Trooper Salary	\$65,976.00
IMRF/Pension @ 21,049%	\$13,887.00
Medicare @ 1.45%	\$ 957.00
Health Insurance @ 13.310%	\$ 8,781.00
Life Insurance @ .415%	\$ 274.00
	<u>\$89,875.00</u>

DUTIES of ISP Officer:

Under general direction of the Zone 5 Narcotics Commander, directs, coordinates, and provides administrative, operational, and investigative direction to Task Force 6 personnel. Responsibilities include strategic planning; coaching and developing personnel; providing administrative and operational review of various investigative procedures to include case management, confidential sources, Official Advanced Funds, and evidence collection and processing procedures; acting as Officer in Charge at all TRT/Task Force 6 narcotics-involved search warrants; reviewing goals and objectives as they relate to investigations; evaluating, planning, and coordinating overtime, equipment, and personnel resources assigned to Task Force 6. Also is responsible for preparing budgets and applicable grant reporting to both Federal and, if applicable, local grant authorities. Is accountable to the Task Force 6 Policy Board and prepares written evaluations to Task Force 6 Inspectors assigned from member agencies of Task Force 6.

COMMODITIES

\$250 in federal funds will be used to provide maintenance for three grant purchased surveillance vehicles. This covers routine maintenance such as oil changes, oil and fuel filters, belts and bulbs, dry ice for the rear A/C, tire replacement, and other repairs. (12 months X \$20.833/mo.)

\$250 will be applied to cost of film and batteries to record evidence/operations, along with office supplies. (12 months X \$20.81/mo.)

\$250.00 will be applied to the cost of video and audio-tapes to record field operations. (12 months X \$20.81/mo.)

\$500.00 will be used to pay for fuel for two grant purchased surveillance vehicles (124gallons X \$4.05/gallon.)

All expenditures are based upon past usages.

DUTIES OF SECRETARY:

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

GRAND TOTALS

Federal	\$ 64,106.00
Match	\$ 21,369.00
Overmatch	\$ 81,661.00
TOTAL	\$167,136.00

Members Renner/Harding moved the County Board approve a Request for Approval of an Expanding Multi-Jurisdictional Narcotics Unit Task Force 6 Grant in the Amount of \$64,106.00 from the Department of Justice - Sheriff's Department. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

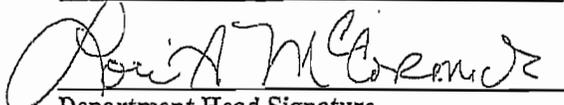
<u>Requesting Agency or Department:</u> McLean County Court Services		<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Department of Human Services		<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 11/08 End: 6/30/2008
<u>Grant Title:</u> Redeploy Illinois			
<u>Grant Amount:</u> \$250,000		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 11/8/2008	
<u>Match Amount (if applicable):</u> Required Match :\$0 Overmatch: \$0			
<u>Grant Total Amount:</u> \$250,000		<u>Source of Matching Funds (if applicable):</u>	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$150,000</td> </tr> <tr> <td>Equipment</td> <td>\$50,000</td> </tr> <tr> <td>Other</td> <td>\$50,000</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$250,000</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$250,000</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	<u>Additional Expenses</u>		Subcontractors	\$150,000	Equipment	\$50,000	Other	\$50,000	Total Additional Expenses	\$250,000	GRANT TOTAL	\$250,000	<u>Description of equipment to be purchased:</u> lap top computers, printer, data collecting software, assessment materials, <u>Description of subcontracting costs:</u> training for development of evidence based programming, parenting groups, respite care, <u>Other requirements or obligations:</u>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
Total Personnel Cost	\$																										
<u>Additional Expenses</u>																											
Subcontractors	\$150,000																										
Equipment	\$50,000																										
Other	\$50,000																										
Total Additional Expenses	\$250,000																										
GRANT TOTAL	\$250,000																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

9-9-08
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date

Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth A. Robb
Date: 9/9/08
Re: Redeploy Illinois Grant

Redeploy Illinois Public Act 093-0641 took effect on December 31, 2003. The Act provides selected pilot counties with funding for community-based services, which can include opportunities in education, recreation, community service, crisis and health intervention, and alternative forms of detention for non-violent youth who would otherwise be committed to the Illinois Department of Juvenile Justice (IDJJ). Treatment of juvenile offenders using community-based services is generally less expensive than institutional care at IDJJ. An approved local plan will include an agreed upon number of juvenile commitments to IDJJ that the county would not exceed. The funds that would be received for the grant are re-allocated state funds from juvenile correctional confinement to local jurisdictions. At the present time there are five pilot sites in Illinois, The Department of Human Services (DHS) is looking to increase the pilot sites from the initial five to anywhere from three to six new sites.

In April of 2008, McLean County was awarded a grant from the DHS to fund a planning grant which covered expenses to explore the possibility of becoming a redeploy site in McLean County. This was a one time grant of up to \$10,000. Our final report including the evaluation and research of our findings was sent to DHS at the end of July. As part of the recently completed planning grant Illinois State University conducted a study reviewing commitments to IDJJ from McLean County over a three year period (2005-2007). That study outlined several service gaps in our community that if services had been available, might have reduced the number of youth that were committed to the IDJJ.

Based upon the results from the planning grant, our county is one of 14 counties in the state that has been offered the possibility of becoming a redeploy site. There is \$900,000 available to DHS to fund three to six new redeploy programs in the state.

I received notification of McLean County's ability to apply for the grant on September 3, 2008. The grant is due to DHS on September 30, 2008. There is no match for these funds, and no personnel costs. The total grant submission would be approximately \$250,000 to \$300,000. Only county units of government are eligible to apply for funds. Private agencies would subcontract with the county to provide services to target redeploy youth.

I am respectfully requesting the committee's permission to apply for the grant, and I will be present at the Stand-up Justice Committee meeting to answer any questions you may have.

Thank you for your consideration in this matter

Members Renner/Cavallini moved the County Board approve a Request for Approval to apply for a Redeploy Illinois Grant from the Illinois Department of Human Services - Court Services Department. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report can be found on pages 154-180.

Report of the County Administrator:

Mr. Zeunik stated that while the budget materials are being distributed to the Board members I would like to advise the Board Members that on Monday, September 29, 2008, there will be a joint meeting of the Town of Normal Council, the City of Bloomington Council, and the McLean County Board in this room. The purpose of the meeting will be to receive the final report and recommendations from Clark Deitz Engineering regarding the East Side Highway Corridor feasibility study, which they will have completed. The meeting time will be at 7:00 P.M.

THE COUNTY ADMINISTRATOR'S BUDGET MESSAGE IS AS FOLLOWS:

September 16, 2008

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

In accordance with the Resolution Establishing the Budget Policy for Fiscal Year 2009 adopted by the McLean County Board on May 20, 2008, and in accordance with Chapter 55, Section 5-61001 of the *Illinois Compiled Statutes* (2006), I respectfully submit for your review a balanced budget for funding McLean County government's programs and services during Fiscal Year 2009. The Recommended Budget has been balanced within each fund using revenues projected to be available to the County during Fiscal Year 2009.

The Fiscal Year 2009 Recommended Budget for all funds totals \$75,840,463.00, which represents a decrease of \$1,714,895.00 or 2.21% lower than the Fiscal Year 2008 Adopted Budget. Within the Recommended Budget, the General Fund totals \$32,384,028.00, which represents an increase of 1.69% over the Fiscal Year 2008 Adopted Budget. The General Fund is the single largest fund within the County budget and accounts for 42.7% of the FY'2009 Recommended Budget. The 40 Special Revenue Funds account for \$35,992,505.00 or 47.5% of the total Recommended Budget. Among the Special Revenue funds, the nine Health Department funds account for \$7,218,623.00. The four Highway Department funds account for \$10,141,000.00. The Fiscal Year 2009 Recommended Budget for the Nursing Home, the County's only Enterprise Fund, totals \$7,463,930.00, which represents 9.8% of the total operating budget. The Fiscal Year 2009 Recommended Budget allocates expenditures across County funds in accordance with the specific mandates imposed by the State on County government and consistent with the policies and programs approved by the County Board.

In Illinois, County government is an "agent of the state" exercising only those limited powers specifically delegated to the

County by the State. The one exception is Cook County, which, as the State's only Home Rule County, has broader latitude to set public policy. This structure traces its historical basis to the "shire" in medieval England. The shire was a distinct geographical area that served two purposes. First, the shire was the administrative agent of the King of England. The Sheriff enforced the King's laws and collected the taxes due to the King. Second, the shire was the local government for those living within its boundaries. This model of government made its way to the New World when English settlers first arrived and settled the New England colonies. Today, the English shire has evolved into County government in 48 of the 50 states. Like its medieval ancestor, County government serves two purposes in Illinois: acting as an administrative agent of the State and serving as the local government for those citizens who live in the unincorporated areas.

The programs and services provided by County government in Illinois are the result of the State delegating specific duties and responsibilities to the County to carry out on its behalf. This relationship between the State and local government was further defined by Iowa Judge John F. Dillon in 1868. "Dillon's Rule" specifically limits a local government's powers to those expressly granted by the state, implied by the state, or essential to a locality. Furthermore, Dillon wrote in his decision that if there is any reasonable doubt whether the state has granted a power to a locality, then it has not been granted.

In the 19th century, the geographical and political creation of a County permitted the State to delegate specific responsibilities to the local County government, while, at the same time, providing citizens with the opportunity to transact business at the County seat, rather than having to travel to the State capital.. Generally, the responsibilities delegated to the County can be grouped under one of five programmatic areas: Justice and Public Safety, Public Health, Vital Records and Administrative Services, Transportation and Real Property Taxation.

The Justice and Public Safety program remains the single largest programmatic expenditure within County government. Pursuant to State law, the County is responsible for housing the Circuit Court, maintaining the records of the Court, charging and trying those individuals who are accused of violating State law, defending those individuals who are indigent, maintaining and operating the adult detention facility and, in McLean County, the juvenile detention center, patrolling and responding to calls for police service in the unincorporated areas of the County and determining the cause of death in

those cases prescribed to the Coroner.

The Public Health program acts as a direct agent of the State in the areas of environmental health, infectious disease, community health and safety. In order to protect the well-being and health of its citizens pursuant to State law and regulations, the County Health Department inspects and approves private water wells and wastewater treatment plans. The Health Department licenses and inspects restaurants in accordance with State regulations. Health Department clinics and public health nurses provide direct healthcare services in the community to eligible families as a means to both prevent and treat illness and disease.

State law requires that certain official records and licenses be issued and maintained by the County. County offices and departments issue birth certificates, marriage licenses and certificates, and death certificates. Land records including deeds, mortgages, mortgage releases and assignments are filed and maintained by County offices and departments. Another recordkeeping responsibility of County government is to maintain and update voter registration records and to conduct federal, state and local elections,

County government is responsible for maintaining and constructing County roads and bridges. The County's highway system links the cities, towns and villages in the County to federal, state and local roads and highways. For the citizens who live in the unincorporated area of the County, the County roads are often the primary arterial used to travel to work and school. Here again, the County's responsibilities are clearly defined in State law and regulations.

Illinois has one of the most complex real property tax laws in the nation. County government – specifically, the Supervisor of Assessments, the County Clerk and the County Treasurer/Collector – is charged with the responsibility to administer this complex law as it applies to individual property owners and the many local taxing districts within the County. In Illinois, the property tax is still a primary source of revenue for local government, especially school districts.

For each of the five programmatic areas of responsibility, the property tax remains the single largest revenue source. In fact, the property tax levy accounts for 26% of the total revenue in the General Corporate Fund. In the three primary

Health Department funds, the property tax levy accounts for 75% of the total revenue. In the four Highway Department funds, the property tax accounts for 53% of the total revenue. State law imposes stringent limits on the ability of a non-home rule County government to increase existing revenues or to enact new sources of revenue to fund the many programs and services provided by County offices and departments.

As is readily apparent to those of us who live and work in McLean County, the County has experienced significant economic growth during the last 20 years. This growth is vital to County government and other local governments that are dependent on the property tax as their single largest revenue source. Since 1994, the growth in the County's annual equalized assessed valuation has averaged \$147 million. The 2007 property tax year was a quadrennial assessment year. Growth in the equalized assessed valuation in 2007 totaled \$186 million over the prior year. Of this total, new construction added \$91 million. The partial year assessment of Phase I of the High Trail Wind Farm added \$9 million in new construction to the assessed value in Arrowsmith and Dawson Townships. Since 1998, the annual percentage change in the equalized assessed valuation has been between 5% - 6%. In the 2007 quadrennial assessment year, the equalized assessed value increased 5.51% over the prior year.

Again this year, the Supervisor of Assessments has prepared an estimate of the County's equalized assessed valuation for property tax year 2008 – property tax bills that will be due and payable in 2009. The projected equalized assessed valuation of \$3,747,323,268.00 represents an increase of 5.71% over the prior year. Farmland assessment is projected to increase on average 10%, adding \$11 - \$12 million to the County's equalized assessed value. In addition, new construction is expected to add \$95 million to the County's equalized assessed value. The additional new construction value will include the remainder of Phase I of the High Trail Wind Farm and a pro-rated portion of Phase II. As a percentage of the County's total equalized assessed valuation, farmland accounted for 6.3% of the total in tax assessment year 2007. Residential properties accounted for 66.9% and commercial/industrial properties accounted for 26.8% of the County's total equalized assessed valuation.

The 20-year historical growth in the County's total equalized assessed valuation – from \$1.12 billion in property tax year 1988 (Fiscal Year 1989) to a projected \$3.74 billion in property tax year 2008 (Fiscal Year 2009) – has enabled the

The Honorable Chairman and Members of the McLean County Board
 September 16, 2008
 Page Five

County Board to approve a property tax levy sufficient to fund necessary programs and services provided by those County funds authorized to levy a property tax. The following table illustrates the dollar increase and percentage increase in the County's equalized assessed valuation from 1997 through 2008.

McLEAN COUNTY EQUALIZED ASSESSED VALUATION: PROPERTY TAX YEAR 1997- 2008

<u>YEAR</u>	<u>EQUALIZED ASSESSED VALUATION</u>	<u>AMOUNT OF INCREASE</u>	<u>% CHANGE</u>
1997	\$ 1,949,003,362.00	\$139,802,240.00	7.17%
1998	\$ 2,055,062,536.00	\$106,059,174.00	5.44%
1999	\$ 2,338,722,687.00	\$238,660,151.00	13.80%
2000	\$ 2,475,150,505.00	\$136,427,818.00	5.83%
2001	\$ 2,627,874,419.00	\$152,723,914.00	6.17%
2002	\$ 2,770,325,723.00	\$142,451,304.00	5.76%
2003	\$ 2,914,955,098.00	\$144,629,375.00	5.22%
2004	\$ 3,067,935,130.00	\$152,980,032.00	5.25%
2005	\$ 3,223,323,458.00	\$155,388,328.00	5.06%
2006	\$ 3,382,503,012.00	\$159,179,554.00	4.94%
2007	\$ 3,568,879,303.00	\$186,376,291.00	5.51%
2008	\$ 3,747,323,268.00	\$202,460,111.00	5.71%

In preparing the Fiscal Year 2009 Recommended Budget, the Resolution Establishing the Budget Policy for Fiscal Year 2009 sets forth the following policy statement on the County's total property tax levy and the estimated property tax rate:

"Real property taxes and all other 2008 revenue shall be sufficient to meet the required expenditures for Fiscal Year 2009, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2009, the County Administrator shall make every effort to hold the 2008 County overall tax rate as close to the 2007 County overall tax rate as possible.”

The Fiscal Year 2009 Recommended Budget assumes a projected increase of 5.71% in the County's equalized assessed valuation. The 2008 equalized assessed valuation is projected to grow to \$3,747,323,268.00, an increase of \$202,460,111.00 over the prior year. In order to determine the final property tax rate for each County fund, the County Clerk's Office must first calculate the adjusted equalized assessed valuation. The adjusted equalized assessed valuation is the denominator in the equation used to certify the property tax levy amount and the property tax rate. To calculate the adjusted equalized assessed valuation, the County's total equalized assessed valuation is reduced by the sum total of various exemptions approved in State law – for example, the general homestead exemption and senior citizen exemption - and the increases in the assessed value in the County's tax increment financing districts. To estimate the 2008 adjusted equalized assessed valuation, the projected 2008 equalized assessed value has been multiplied by a percentage amount equal to the 2007 adjusted equalized assessed value divided by the 2007 equalized assessed value. The adjusted 2008 EAV is projected to grow to \$3,410,813,639.00, an increase of \$162,269,548.00 or 5.00% over the prior year.

Illinois law authorizes the County Board to set the property tax levy in the 19 County funds permitted to levy a property tax at any dollar amount deemed necessary by the Board to meet the County's operating expenses. When the County Clerk's Office computes the property tax extension for each County fund, the statutory maximum property tax rate limit that applies in 11 of the 19 funds will determine how much property tax revenue can actually be raised.

The proposed 2008 property tax levy for all County funds totals \$30,723,986.00, an increase of \$1,455,503.00 or 4.97% over the adopted 2007 property tax levy. For the Fiscal Year 2009 Recommended Budget, the combined overall County property tax rate is estimated to be \$0.90078 per \$100.00 of equalized assessed value, which is \$0.00019 less than the property tax rate of \$0.90097 per \$100 of equalized assessed valuation for the 2007 property tax bills. For the property taxpayer who lives in a home with a fair market value of \$165,000.00, that portion of the property tax bill attributable to McLean County would total \$495.43. The County's share of the property tax bill is approximately 12% of the total bill.

For your review and consideration, a Table listing the individual property tax levy for each County fund and the projected property tax rate has been included in the exhibits following the Budget Message.

Overview of the Health Department Funds

In the three primary Health Department Special Revenue Funds (Persons with Developmental Disabilities Fund, Tuberculosis Care and Treatment Fund, and Health Department Fund), the combined property tax rate for the three taxing levies will decrease 3.9%. Since 1992, the aggregate property tax rate for the three levies under the Board of Health has decreased from \$0.16613 cents to \$0.11372 cents per \$100 of equalized assessed value.

The property tax levy for the Persons with Developmental Disabilities Fund totals \$631,916.00, which represents an increase of \$15,413.00 or 2.50% over the prior year. This levy will result in an estimated decrease of 2.37% in the property tax rate. The Fiscal Year 2009 Recommended Budget for this fund totals \$631,916.00. Of the total dollars budgeted, \$631,603.00 is budgeted for Mental Health Services. This recommended level of funding will maintain existing services and provide a 2.5% cost-of-doing business allowance to the providers of service to residents with developmental disabilities.

The Tuberculosis Care and Treatment Fund budget totals \$292,535.00, which represents a 6.92% decrease over the Fiscal Year 2008 Adopted Budget. The property tax levy for this fund totals \$288,435.00, which represents a decrease of \$21,744.00 over the prior year. The property tax rate is projected to decrease 11.4%. The expenditure decrease in this year's TB Care and Treatment budget is attributable to a minimal increase in salary expense as a result of personnel changes and a reduction in the utility and maintenance expenses as a result of stricter adherence to the department's cost allocation plan.

The Fiscal Year 2009 Recommended Budget for the Health Department Fund totals \$4,245,998.00, which represents an increase of \$165,573.00 or 4.05% increase over the prior year. The proposed property tax levy for the Health Department Fund totals \$2,958,277.00, which represents an increase of 1.39% over the prior year. The

Health Department Fund property tax rate is projected to decrease 3.43% to \$0.08673 cents per \$100 of equalized assessed value.

The Full-Time Equivalent Staffing level in the Health Department Budget is proposed to increase with the addition of a 1.00 FTE Animal Control Warden. A new State law that requires registration of cats will generate sufficient revenues to fully fund this additional position next year. Within the Health Department budget, the Animal Control program is funded entirely with revenues from licenses, permits, fees and charges for service. The Animal Control program is not supported by any revenue from the Health Department property tax levy.

In addition to the self-supporting Animal Control program, the Health Department is permitted under Illinois law to charge a fee to County residents and businesses to cover all or a portion of the costs of delivering services. Charges for service and permit fees support over one quarter of the Health Fund's public health and animal control service budget. In the Fiscal Year 2009 Recommended Budget, food permit fees are proposed to increase 3%. Currently, fees support 61% of the budgeted expenses for the food sanitation program. Under the Private Sewage Disposal Program, a 3% across-the-board fee increase is proposed. For the private sewage disposal program, fees support 18% of the budgeted expenses. Under the Vital Records Fees, a \$3.00 increase for the first certified copy of a birth or death certificate would increase the current fee of \$12.00 to \$15.00. For the second certified copy of a birth certificate, a \$2.00 increase is being proposed that would raise the fee from \$4.00 to \$6.00. The proposed increases in the Vital Records Fees will bring the cost more in line with the fees charged by the State and comparable nearby Counties. The Health Department began gradually enacting fees for services such as food permits, immunizations, septic system permits, walk-in clinic, and the dental clinic in 1985. In Fiscal Year 1985, fee revenues represented only 3% of the department's total operating budget. In the Fiscal Year 2009 Recommended Budget, a total of \$873,489.00 is projected in revenues from fees and charges. This amount supports over 25% of the overall public health and animal control services budget.

The Recommended Budget includes spending \$871,424.00 for Mental Health contractual services. The portion of the total Health Fund tax rate attributable to Mental Health services is \$0.0255 per \$100 of equalized assessed valuation,

which is \$0.0245 below the \$0.05 per \$100 of equalized assessed valuation authorized by referendum in 1989. The Fiscal Year 2009 Mental Health service grants and contracts are annualized with a 2.5% cost-of-doing business allowance. This funding level will provide grants and contracts for child/adolescent outpatient services, crisis intervention services, and early intervention substance abuse services.

In 2006, the County Board established the McLean County Drug Court. A vitally important component of the Drug Court concept is court-ordered treatment. Chestnut Health Systems developed a protocol to treat offenders referred by the Drug Court. The initial design required Chestnut Health Systems to increase its staffing complement to provide outpatient and inpatient treatment on a timely basis to meet the program's intent. During 2006, the Board of Health was asked to use a portion of its Mental Health levy to meet this need. Following a presentation to the Board of Health by Chestnut Health Systems and McLean County Court Services, a budget amendment was drafted and presented to the County Board Finance Committee in January, 2007. During 2007, the department utilized a portion of its unencumbered fund balance to support the approximately \$167,000 in anticipated treatment costs. For the current fiscal year, the contract with Chestnut Health Services was annualized at a cost of \$171,107.00 with the Health Levy being used to underwrite this expense. In the Fiscal Year 2009 Recommended Budget, the contract is extended at an annual cost of \$175,415.00. The portion of the total Health Fund tax rate attributable to Drug Court is \$0.00514 per \$100 of equalized assessed valuation. Throughout the year, the contract will be tracked to monitor actual utilization and the unit costs to provide this service.

The Health Department annually receives and administers federal and state grants that provide specific services within the community. In the Fiscal Year 2009 Recommended Budget, the Health Department expects to receive \$2,047,959.00 in grant funds, which represents an increase of \$39,368.00 over the current fiscal year. In two of the grant funds, the full-time equivalent staffing increases slightly. In the WIC Fund, the position of WIC nutritionist increases 0.45 FTE. In the Preventive Health Care Fund, the position of Health Promotion Specialist increases 0.25 FTE. Consistent with the Board's adopted Budget Policy Resolution, the slight increase in the FTE staffing level for these positions is dependent on the continued grant funding.

Overview of the Nursing Home:

The Fiscal Year 2009 Recommended Budget for the Nursing Home totals \$7,463,930.00.00, which is a decrease of \$2,779,578.00 or a reduction of 27.1% from the Fiscal Year 2008 Adopted Budget. The Fiscal Year 2009 Recommended Budget for the Nursing Home was prepared on the basis of an average daily census of 138 residents, which is a decrease over the projected 2008 average daily census of 144 residents. In the Fiscal Year 2009 Recommended Budget, Illinois Public Aid reimbursement is projected to decrease from \$6,518,918.00 this year to \$3,621,497.00, a decrease of \$2,897,421.00. The decrease in Public Aid revenue is a result of an anticipated change in the Intergovernmental Transfer payment formula for publicly owned and operated nursing homes. Medicare reimbursement is projected to increase from \$747,338.00 this year to \$969,440.00 in Fiscal Year 2009. Private pay revenue is projected to decrease from \$1,985,600.00 this year to \$1,839,600.00 in Fiscal Year 2009. In accordance with the Resolution Establishing the Budget Policy for Fiscal Year 2009, the Nursing Home's private pay rate has been calculated by dividing the annual operating budget by the number of patient days. Using this formula, the private pay rate is calculated to increase from \$136.00 to \$144.00 per day. The Nursing Home's capital improvement budget includes funding to continue renovating patient rooms and common areas.

Overview of the Highway Department Funds:

For the County Highway Fund 0120, the Fiscal Year 2009 Recommended Budget totals \$3,764,000.00. This represents an increase of \$51,718.00 or 1.39% higher than the Fiscal Year 2008 Adopted Budget. The property tax levy for the Highway Department is \$2,496,000.00, which represents an increase of \$118,218.00 or 4.97% over the prior year. The proposed tax levy is projected to generate a tax rate equal to \$0.07316 per \$100.00 of equalized assessed valuation. The Capital Outlay Budget for the Highway Fund totals \$1,428,839.00 and includes \$965,439.00 for the Construction of Roads and Bridges and \$403,500.00 for the Purchase of Machinery and Equipment.

Included in the Fiscal Year 2009 Highway Department budget is \$385,000.00 for the purchase of gasoline, oil and diesel fuel. This represents an increase of \$160,000.00 or 71% over the Fiscal Year 2008 Adopted Budget. Year-to-date, the

Highway Department has spent \$211,199.85 or 94% of the appropriated budget for gasoline, oil and diesel fuel. The Full-Time Equivalent Staffing level in the Highway Department remains at the same level authorized in the Fiscal Year 2008 Adopted Budget.

For the Bridge Matching Fund 0121, the Fiscal Year 2009 Recommended Budget totals \$1,827,000.00. This represents an increase of \$79,000.00 or 4.80% over the Fiscal Year 2008 Adopted Budget. The property tax levy for the Bridge Matching Fund has increased from \$1,581,000.00 to \$1,660,000.00, which is an increase of \$79,000.00 or 5.00%. The Bridge Matching Fund includes an appropriation of \$1,257,154.00 for the Construction of Bridges and Culverts.

For the County Matching Fund 0122, the Fiscal Year 2009 Recommended Budget totals \$1,243,000.00. This represents an increase of \$58,000.00 or 4.89% over the Fiscal Year 2008 Adopted Budget. The property tax levy has increased from \$1,177,000.00 to \$1,235,000.00, an increase of \$58,000.00 or 4.93% over the Fiscal Year 2008 Adopted Budget. Of the total Recommended Budget, \$1,203,200.00 has been appropriated for the Construction of Roads and Bridges.

For the County's Motor Fuel Tax Fund 0123, the Fiscal Year 2009 Recommended Budget totals \$3,307,000.00, which is an increase of \$51,977.00 over the Fiscal Year 2008 Adopted Budget. The Motor Fuel Tax Fund includes \$990,000.00 for Maintenance of Roads and Drainage Structures. In the Capital Outlay category, the Construction of Roads and Bridges line-item is budgeted at \$1,087,691.00.

Overview of the Metro McLean County Centralized Communications Center ("MetCom"):

The Fiscal Year 2009 Recommended Budget for MetCom totals \$2,408,906.00, which reflects an increase of \$138,228.00 or 6.1% over the Fiscal Year 2008 Adopted Budget. McLean County's share of MetCom's Fiscal Year 2009 budget increases from \$583,362.00 to \$630,031.00, which represents an 8.00% increase. The MetCom budget was prepared in accordance with the terms and conditions of the Intergovernmental Agreement approved in 2005 by the City of Bloomington, the Town of Normal, the Emergency Telephone Systems Board and the County. The Fiscal Year 2009 Recommended Budget for MetCom includes the final contribution from the City of Bloomington. In accordance with the

Intergovernmental Agreement, the City of Bloomington's share of MetCom's annual operating budget decreases from \$83,602.00 to \$25,355.00. The Full-Time Equivalent Staffing level at MetCom remains unchanged at 30.80 FTE's in the Fiscal Year 2009 Recommended Budget.

The Fiscal Year 2009 Recommended Budget includes the proposed annual operating budget for the Emergency Telephone Systems Board (the "ETSB"). The Fiscal Year 2009 ETSB budget decreases from \$2,134,349.00 this year to \$1,820,173.00 next year. This decrease reflects the continuing effort on the part of the ETSB and MetCom to consolidate expenses in one budget and eliminate duplicate expenditures that were previously allocated between ETSB and MetCom. By including the ETSB annual operating budget in the Fiscal Year 2009 Recommended Budget, the Board will be able to understand the total expense that is required to operate the enhanced 911 emergency communications and dispatch system.

Overview of the General Fund:

The General Fund is the County's primary operating fund. Under generally accepted governmental accounting standards, by definition, the General Fund accounts for all of the County's financial resources for those County offices and departments which are not required to be accounted for in another fund. Much of the expense to operate the Justice and Public Safety program, the Vital Records programs and services and the Property Tax Assessment and Administration program can be found in the General Fund.

The Fiscal Year 2009 Recommended Budget for the General Fund totals \$32,384,028.00, which represents an increase of \$540,330.00 or 1.69% over the Fiscal Year 2008 Adopted Budget. The General Fund property tax levy remains the single largest revenue source in the Fiscal Year 2009 Recommended Budget. The proposed General Fund property tax levy for property taxes due and payable in September, 2009 is \$8,423,034.00, which represents an increase of \$859,449.00 or an 11.36% increase from the prior year tax levy of \$7,563,585.00. This significant increase in the General Fund property tax levy is attributable to the decrease in Sales Tax revenue, the 1% increase projected in revenue from licenses, fees and permits and a 12.8% reduction in interest earned on investments by County offices and departments.

The proposed General Fund property tax levy when divided by the adjusted equalized assessed valuation results in an estimated property tax rate of \$0.24695 per \$100.00 of equalized assessed valuation. The statutory maximum tax rate for the General Fund is \$0.25 per \$100.00 of equalized assessed valuation.

The Comprehensive Annual Financial Report for the fiscal year ended December 31, 2007 reflects continued growth in two of the major State of Illinois Intergovernmental Revenue line items. The audited financial statements report that the County exceeded the budgeted appropriation in the State Income Tax and the Personal Property Replacement Tax. State Income Tax revenue was budgeted at \$1,595,425.00 in Fiscal Year 2007. At year-end, State Income Tax revenue totaled \$1,840,943.00, a 15.4% increase over the budgeted amount. The 2007 Adopted Budget projected \$1,395,050.00 in Personal Property Replacement Tax Revenue. At year-end, the Personal Property Replacement Tax totaled \$1,695,426.00, a 21.5% increase over the budgeted amount. The Retailers' Occupation Tax (the Sales Tax), which has historically been the largest Intergovernmental Revenue, did not meet the 2007 budgeted amount. In the 2007 Adopted Budget, the Retailers' Occupation Tax was budgeted at \$6,010,400.00. At year-end, the Retailers' Occupation Tax revenues totaled \$5,695,706.00, 94.7% of the budgeted amount and, more significantly, \$117,010.00 less than the 2006 actual revenue amount.

Unfortunately, the year-to-date trend in 2008 presents mixed economic signals. In the Fiscal Year 2008 Adopted Budget, the Retailers' Occupation Tax is budgeted at \$5,900,450.00. As of August 31, 2008, Retailers' Occupation Tax revenues totaled \$3,790,515.00, which is 64.2% of the budgeted amount. The Retailers' Occupation Tax is projecting a 3.64% decrease over the budgeted amount. In the Fiscal Year 2008 Adopted Budget, the State Income Tax is budgeted at \$1,850,400.00. As of August 31, 2008, State Income Tax revenues total \$1,322,747.00, 71.5% of the budgeted amount. The State Income Tax revenues are currently tracking 7.22% ahead of the budgeted amount. Personal Property Replacement Tax revenues through August 31, 2008 reflect a similar trend as the State Income Tax. Personal Property Replacement Tax revenues total \$1,324,912.00, which is 83.2% of the budgeted amount.

As noted, the Retailers' Occupation Tax is the one major Intergovernmental Revenue source that is not projected to show growth in the coming year. Based on the year-to-date Sales Tax revenue, the Fiscal Year 2009 Recommended Budget

projects that the Retailers' Occupation Tax will decrease from \$5,900,450.00 in the 2008 Adopted Budget to \$5,750,000.00. This conservative estimate of sales tax revenue is consistent with the national projections for relatively flat growth or even a decrease in consumer spending attributable to continued anxiety over the housing market and the increased cost of fuel and food. Just last Friday, the Commerce Department reported that retail sales in August fell 0.3%. Retail sales in July dropped 0.5%, the worst showing in five months.

McLean County's share of the State Income Tax is projected to increase from \$1,850,400.00 this year to \$1,925,000.00 in Fiscal Year 2009. This represents an increase of \$74,600.00 or 4.03% over the Fiscal Year 2008 adopted budget. State Income Tax dollars are distributed to local governments from the Local Government Income Tax Distributive Fund using a per capita formula. Local governments receive 10 distributions during the year. The Illinois Municipal League estimates that the local government share of State Income Tax will increase to \$94.50 per capita.

In the Fiscal Year 2009 Recommended Budget, Personal Property Replacement Tax Revenue is projected to increase from \$1,590,750.00 this year to \$1,770,150.00. This \$179,400.00 increase over the Fiscal Year 2008 Adopted Budget is based on a review of the fiscal year 2007 actual revenue received, the 2008 year-to-date revenue received through August 31, 2008 and the Illinois Department of Revenue's estimate of the County's share of Personal Property Replacement Tax dollars. Pursuant to State law, the Illinois Municipal Retirement (the "IMRF") Fund 0131 is the only other County Fund where Personal Property Replacement Tax dollars are budgeted. In the IMRF Fund, Personal Property Replacement Tax dollars in the amount of \$100,000.00 have been budgeted.

In the County Treasurer's Office, Interest earned on Investments is projected to decrease from \$1,188,000.00 this year to \$1,030,000.00 in Fiscal Year 2009. This 13.3% decrease in Interest earnings reflects the lower interest rates available today on funds invested in Certificates of Deposit, Money Market accounts and the State of Illinois' pooled investment account. The Treasurer's Monthly Investment Report tracks the lower return on investments since the Federal Reserve Bank began aggressively decreasing the federal funds rate from 4.75% in September, 2007 to the present rate of 2.00%, which was approved in April, 2008.

The single largest non-tax source of revenue in the 2009 General Fund budget is licenses, permits, fees and fines, accounting for \$5,695,475.00 of total revenues. Yet, the overall increase in revenues from licenses, permits, fees and fines is \$40,215.00, which represents a 7/10 of 1% increase over the 2008 adopted budget figure. In nearly every office and department, revenues derived from licenses, permits, fees and fines are projected to remain at the same level as in 2008 or grow at a nominal increase. In the Fiscal Year 2009 Recommended Budget, the following County offices illustrate the projected revenue to be derived from licenses, permits, fees, and fines.

In the County Clerk's Office, revenue from licenses, permits and fees is projected to increase \$43,970.00 as a result of the proposed \$3.00 increase in the fee for the first copy of a Birth Certificate, Death Certificate and Marriage Certificate and a \$3.00 increase in the fee for each additional copy.

In the County Recorder's Office, revenue from Recording Fees is projected to decrease from \$600,000.00 to \$550,000.00 in the Fiscal Year 2009 Recommended Budget. Year-to-date Recording Fee revenue totals \$367,025.00, which is 61.2% of the budgeted amount. Sale of Revenue Stamps is projected at \$425,000.00 in Fiscal Year 2009, the same amount approved in 2008. Year-to-date Sales of Revenue Stamps revenue as of August 31, 2008 totals \$250,072.00, which is equal to 58.8% of the budgeted amount.

In the Circuit Clerk's Office, total revenue in all categories is projected to increase from \$3,430,175.00 to \$3,517,245.00, an increase of 2.54% over the Fiscal Year 2008 Adopted Budget. Year-to-date revenues in the Circuit Clerk's Office are tracking at 59.4% of the budgeted amount through August 31st.

Revenue in the Coroner's Office is projected to increase slightly from \$38,688.00 this year to \$40,500.00 in Fiscal Year 2009. This increase is attributable to a projected 5.42% increase in the Morgue Fees revenue line item. Year-to-date revenues in the Coroner's Office are tracking at 71.7% of the budgeted amount through August 31st.

The Building and Zoning Department fee revenues are projected to decrease 1% in Fiscal Year 2009. This decrease is attributable to the reduction in subdivision filing fees. Building permit fees are budgeted at \$95,000.00, the same amount

budgeted this year. This figure is based on continued interest in McLean County as a site for the development of new wind farms. During fiscal year 2009, the County is likely to receive applications for approval of two new wind farm sites.

Fee revenue in the Parks and Recreation Department is projected to decrease 7/10 of 1% next year. Boat Registration Fees are projected to decrease from \$70,000.00 this year to \$60,000 in 2009. Beach Receipts are projected at \$25,000.00 next year; the same amount budgeted this year. Year-to-date Camp Ground Fees have generated \$131,256.29, which is equal to 81% of the budgeted amount. The Fiscal Year 2009 Recommended Budget projects Camp Ground Fees to increase to \$170,000.00, an increase of 4.94% over this year.

The State of Illinois Fiscal Year 2009 Budget approved by the Illinois General Assembly increased the funding level by 3.0% for the salary reimbursement for the grant-in-aid and monthly subsidy Probation Officers in the Court Services Department. Even with this increase in funding for Probation Officers' salary reimbursement, the State is still reimbursing less than 50% of the actual salary expense. To help offset this shortfall in State reimbursement, the Fiscal Year 2009 Recommended Budget includes a transfer of funds equal to \$90,000.00 from the Adult Probation Fee Services Fund to the General Fund.

Within the General Fund, total salary and employee benefit expenses increase 3.96% next year. Expenses for supplies and commodities are budgeted to increase 4.5% over the 2008 Adopted Budget. As you might expect, a 19% increase in the cost for fuel is a significant part of this increase. Capital Outlay expenses are budgeted to decrease 36.9% in fiscal year 2009. Contractual services are budgeted to decrease 9.1%. This decrease is attributable to a reclassification of the County's share of the MetCom annual budget. Within the category of Contractual Services, the recommended appropriation for Prisoner Housing outside of the County has been budgeted at \$160,000.00. This increase is based on a review of the costs incurred this year to house inmates in other County detention facilities. Even with the completion of the new expanded Work Release facility and the conversion of J Block to house female detainees, if the average daily census next year is comparable to what we have experienced this year, then it is likely that the Sheriff's Department will be housing McLean County inmates in Out-of-County detention facilities. It is important to note that with the cooperation of

the Circuit Court, the State's Attorneys Office, the Public Defender's Office and the Court Services Department, the County Board has approved and appropriated funding for two diversionary efforts: the Drug Court program and the Pre-Trial Release program. In fact, this year, the Board authorized adding a second position to work in the Pre-Trial Release program. In spite of these diversionary programs and services, the average daily census continues to exceed the rated capacity of the Adult Jail.

Personnel Costs:

For all County Funds, the Elected Officials and Appointed Department Heads requested 10.40 full-time equivalent new positions. Within the General Fund, the Elected Officials and Appointed Department Heads requested 8.00 full-time equivalent new positions. With an overall increase of just 1.69% in the General Fund in the Fiscal Year 2009 Recommended Budget, it should come as no surprise that no new positions are being recommended.

At the July 22nd County Board meeting, the Board approved the addition of a full-time Investigator in the States Attorney's Office. The Fiscal Year 2009 Recommended Budget annualizes the salary and benefit cost of the Investigator position. At the August 19th County Board meeting, the Board approved an Intergovernmental Agreement with the Olympia School District for a School Resource Officer. Since the Intergovernmental Agreement provides for full funding of this additional Sheriff's deputy, the Fiscal Year 2009 Recommended Budget annualizes the salary and benefit expense of this position. It is often said that in County government, over time, previous decisions are often revisited and, in many instances, reversed. In the Fiscal Year 2002 Adopted Budget, the Coroner's Office deleted an Office Support Specialist position in order to increase the full-time equivalent staffing in the deputy coroner line. In the Fiscal Year 2009 Recommended Budget, the Office Support Specialist position is being added in the Coroner's Office and the full-time equivalent staffing level in the part-time deputy coroner line is being reduced

In the Correctional Health Services program in the Tort Judgment Fund, an additional 0.40 FTE Registered Nurse is recommended in order to insure that medications ordered by the physician are being dispensed by a registered nurse

during the third shift in the Adult Jail. In November, 2007, a change in the Nurse Practice Act requires that "A registered professional nurse shall not delegate any nursing activity requiring the specialized knowledge, judgment and skill of a licensed nurse to an unlicensed person, including medication administration."

McLean County government continues to be well-served by dedicated, hard-working employees. The Budget Policy Resolution states that employee salaries shall be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance. The Resolution also states that employees' salaries shall be budgeted consistent with the principles of equity vis-à-vis the approved contract increases provided to employees covered by collective bargaining agreements, the general impact of inflation, and employee morale. In accordance with the Budget Policy, the Fiscal Year 2009 Recommended Budget includes an across the board increase of 2.5% for all County employees, other than the Elected Officials and those employees covered by collective bargaining agreements. According to statistics published by the U.S. Bureau of Labor Statistics, for the twelve months ending December, 2007, the consumer price index increased by 4.1%.

The County's Illinois Municipal Retirement Fund (the "IMRF") employer contribution rate for regular employees will decrease from 7.83% this year to 7.44% in Fiscal Year 2009. The Sheriff's Law Enforcement Personnel IMRF employer contribution rate will decrease from 21.51% to 20.52% in Fiscal Year 2009.

Five Year Capital Improvement Budget: Fiscal Year 2009 – Fiscal Year 2013:

Along with the Fiscal Year 2009 Recommended Budget, the Five-Year Capital Improvement Program for Fiscal Year 2009 through Fiscal Year 2013 is presented for your review and consideration. The Five-Year Plan includes improvements and renovations to County facilities and buildings. The Highway Department's Five-Year Capital Improvement Program for the County's roads, bridges, and highways are also included in this Plan.

The preparation of the Fiscal Year 2009 Recommended Budget requires the cooperation and assistance of all of the Elected Officials and Appointed Department Heads. I wish to again thank the Elected Officials and Department Heads for

The Honorable Chairman and Members of the McLean County Board
September 16, 2008
Page Nineteen

their continued cooperation during the many weeks of budget preparation and review.

I would like to thank Terry Lindberg and Bill Wasson for their valuable assistance and counsel during the preparation of the Recommended Budget. I would also like to acknowledge and thank Mr. Jason Carter and Mr. Chris Behrns, two students from Illinois State University, who worked on many of the tasks required to complete the Recommended Budget. I would also like to thank Don Newby and his crew for their efforts to see that the Recommended Budget books are properly collated and bound.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2009 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2008 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2009 Recommended Budget be laid on the table for public review and comment.

Respectfully submitted,

John M. Zeunik
County Administrator

The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

September 16, 2008

2008 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$613,433.98	\$613,433.98
Finance		\$812,938.15	\$812,938.15
Human Services		\$417,123.06	\$417,123.06
Justice	\$853.08	\$1,820,107.46	\$1,820,960.54
Land Use		\$19,187.53	\$19,187.53
Property		\$321,837.57	\$321,837.57
Transportation		\$1,558,565.34	\$1,558,565.34
Health Board		\$524,439.77	\$524,439.77
Disability Board		\$51,269.98	\$51,269.98
T. B. Board		\$23,715.63	\$23,715.63
Total	\$853.08	\$6,162,618.47	\$6,163,471.55

Matt Sorensen, Chairman
McLean County Board

Members Segobiano/Ahart the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Acting-Clerk Ash shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until October 21, 2008 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:12 a.m.

Matt Sorensen
County Board Chairman



PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of September, 2008, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 7th day of October, 2008.



PeggyAnn Milton
McLean County Clerk