

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

September 21, 2010

*Subject to approval at  
October 19, 2010  
County Board Meeting*



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Chairman Sorensen called the Public Hearing to order at 9:03 a.m.

Chairman Sorensen stated: Notice is hereby given that a public hearing will be held by McLean County on September 21, 2010 at 9:00 a.m. in Room 400, Government Center, 115 E. Washington St., Bloomington, IL concerning a Capital Assistance Grant Application from the Illinois Department of Transportation to purchase and install vehicle maintenance equipment for SHOW BUS in order to provide rural public transportation service in McLean, DeWitt, Ford, Iroquois, and Livingston Counties.

At the hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the proposal by the Building and Zoning Department for this Capital Assistance Grant Application. Notice of this public hearing was published in the Pantagraph on August 28, 2010.

The public hearing of the McLean County Board for this purpose is now open. Are there any that wish to speak? None recognized. This public hearing is now closed.

**September 21, 2010**

The McLean County Board met on Tuesday, September 21, 2010 at 9:04 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 Don Cavallini, George Gordon, John McIntyre, Duane Moss, Robert Nuckolls, Sondra O'Connor, Benjamin Owens, Bette Rackauskas, Erik Rankin, Paul Segobiano, James Soeldner, George Wendt, Cathy Ahart, Scott Black, John Butler, William Caisley, and Matt Sorensen.

**The following Members were absent:**

Stan Hoselton, Laurie Wollrab, and Diane Bostic.

Consent Agenda:

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

1. Consent Agenda:

- A. Approval of the Proceedings of the County Board, August 17, 2010
- B. County Highway Department – Eric Schmitt, County Engineer
  - 1) Request Approval of Resolution and Letting Results from the September 1, 2010 County Non-MFT (Motor Fuel Tax) Construction Sections
  - 2) Request Approval of State of Illinois Department of Transportation Agreement for Local Agency (LA) Railway-Highway Grade Crossing Improvements
    - (a) Arrowsmith Road (CH 15)
  - 3) Request Approval of an Ordinance Imposing Weight Limitations upon Trucks and Commercial Vehicles and Providing a Penalty for a Violation Thereof
  - 4) Request Approval of Joint Culvert Petitions
    - (a) Sec 2010 West Joint Culvert #1
    - (b) Sec 2010 West Joint Culvert #2
  - 5) Request Approval of Audit Report #57 to be filed with County Board 01/01/09-12/31/09
    - (a) Motor Fuel Tax (MFT) – McLean County
    - (b) Township Bridge – County Road Districts
    - (c) Motor Fuel Tax (MFT) – County Road Districts
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:  
None
  - 2) Subdivision Cases:  
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval to Purchase Network Switches – Information Technologies
  - 2) Justice Committee
    - a) Request approval of a contract between Jeff Brown, Special Public Defender, and the Public Defender's Office – Public Defender's Office

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

1) REAPPOINTMENTS:

**MID-CENTRAL COMMUNITY ACTION**

Mr. John A. Butler  
211 Mays Dr.  
Bloomington, IL 61701  
(Two-year term to expire October 1, 2012)

**PUBLIC BUILDING COMMISSION**

Mr. Thomas W. Novosad  
19128 Meander Way  
Bloomington, IL 61704  
(Five-year term to expire October 1, 2015)

2) APPOINTMENTS:

**EAST CENTRAL ILLINOIS AGENCY ON AGING**

Ms. Ruth Ann Lipic  
18273 Teepee Trail  
Hudson, IL 61748  
(Three-year term to expire September 30, 2013)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Ms. Nichol K. Bleischner  
718 W. College Ave.  
Normal, IL 61761  
(Complete a 4-year term to expire 3<sup>rd</sup> Tuesday in January, 2014)

**PUBLIC BUILDING COMMISSION**

Mr. William A. Zimmerman  
1413 Mill Creek Road  
Bloomington, IL 61704  
(Complete a 5-year term to expire October 1, 2011)

3) RESIGNATIONS

**EAST CENTRAL ILLINOIS AGENCY ON AGING**

Ms. Julie Gowen  
4 Ruth Rd.  
Bloomington, IL 61701

**EMERGENCY TELEPHONE SYSTEM BOARD**

Ms. Bonnie Devore  
718 W. College Ave.  
Normal, IL 61761

**GOLDEN RULE DRAINAGE DISTRICT**

Mr. Todd Rhoda  
29485 N 2950 East Rd.  
Chenoa, IL 61726-7532

**PANTHER CREEK DRAINAGE DISTRICT**

Barry R. Ehresman  
(deceased)

**PUBLIC BUILDING COMMISSION**

Mr. Eugene R. Salch  
1014 S. Summit Street  
Bloomington, IL 61701

- G. Approval of Resolutions of Congratulations and Commendation
  - a) Request Approval of a Resolution of Recognition of Ms. Carol Bucher, Retired McLean County Health Department Nurse - County Administrator's Office

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY  
FOR AWARD OF TWO COUNTY NON-MOTOR FUEL TAX (NON-MFT) PROJECTS**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on September 7, 2010, for a letting held on September 1, 2010 for two (2) McLean County 2010 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on September 7, 2010 at their regular meeting, now, therefore,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2010 Non-MFT CONSTRUCTION SECTIONS:**

**McLean County..... Sec 10-00047-10-BR ..... CH 59 Over Sugar Creek**

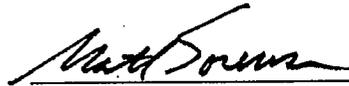
The successful bidder on the above section was:

Midwest Bridge & Crane, Inc ..... \$133,127.50  
135 S Chestnut St, Good Hope, IL 61438

**McLean County..... Sec 10-00100-00-BR ..... Kappa Rd (CH 6)**

The successful bidder on the above section was:

Stark Excavating, Inc ..... \$235,875.00  
1805 W Washington St, Bloomington, IL 61701

 9.21.2010  
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 21, 2010.

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 21<sup>st</sup> day of September A.D., 2010.

[SEAL}

  
Peggy Ann Milton, McLean County Clerk

CH 59 Over Sugar Creek SEC 10-00047-10-BR	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	STARK EXCAVATING BID BOND	ROWE CONSTRUCTION BID BOND	FISCHER EXCAVATING NO BID	O'NEIL BROTHERS NO BID
		Ton	1,125.00	\$90.00	\$101,250.00		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	Stone Riprap CI A5 (Sp)	Ea	1.00	\$23,000.00	\$23,000.00		TOTAL	TOTAL	TOTAL	TOTAL
	Underwater Str Ex Prot Loc 1	Ea	1.00	\$27,000.00	\$27,000.00		\$126.80	\$131.06	\$0.00	\$0.00
	Underwater Str Ex Prot Loc 2	Ea	1.00	\$27,000.00	\$27,000.00		\$20,000.00	\$26,515.98	\$0.00	\$0.00
	Underwater Str Ex Prot Loc 3	Ea	1.00	\$23,000.00	\$23,000.00		\$26,000.00	\$26,517.83	\$0.00	\$0.00
	Underwater Str Ex Prot Loc 4	Ea	1.00	\$23,000.00	\$23,000.00		\$26,000.00	\$26,517.83	\$0.00	\$0.00
					\$201,250.00		\$20,000.00	\$253,511.97	\$0.00	\$0.00
						16.60%	\$234,650.00			

IL CIVIL CONTRACTORS BID CHECK	OTTO BAUM BID BOND	MIDWEST BRIDGE & CRANE BID BOND	HJ EPPEL NO BID
UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
TOTAL	TOTAL	TOTAL	TOTAL
\$108.00	\$70.00	\$117.98	\$0.00
\$7,000.00	\$33,000.00	\$1,172.50	\$0.00
\$7,000.00	\$44,000.00	\$100.00	\$0.00
\$7,000.00	\$44,000.00	\$100.00	\$0.00
\$7,000.00	\$35,000.00	\$100.00	\$0.00
\$149,500.00	\$234,750.00	\$133,127.50	\$0.00
-25.71%	16.65%	-33.85%	-100.00%

Kappa Rd (CH 6) Sec 10-00100-00-BR	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	STARK EXCAVATING BID BOND	ROWE CONSTRUCTION NO BID	O'NEIL BROTHERS NO BID	MIDWEST BRIDGE & CRANE BID BOND
		Ton	26.00	\$40.00	\$1,040.00		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	Porous Gran Embankment	Ft	396.00	\$6.00	\$2,376.00		TOTAL	TOTAL	TOTAL	TOTAL
	Perimeter Erosion Barrier	Ton	32.00	\$40.00	\$1,280.00		\$29.50	\$0.00	\$0.00	\$0.05
	Stone Dumped Riprap CI A4	Sq Yd	412.00	\$15.00	\$6,180.00		\$4.00	\$0.00	\$0.00	\$3.82
	Agg Base Cse Ty B 8"	Sq Yd	120.00	\$40.00	\$4,800.00		\$100.00	\$0.00	\$0.00	\$88.20
	Patch CI D Ty IV 6"	L Sum	1.00	\$2,000.00	\$2,000.00		\$15.00	\$0.00	\$0.00	\$15.20
	Rem Ex Str	Ft	48.00	\$50.00	\$2,400.00		\$12,600.00	\$0.00	\$0.00	\$30.90
	Handrail Conc Rem	Cu Yd	20.00	\$40.00	\$800.00		\$10,250.00	\$0.00	\$0.00	\$9,363.20
	Conc Str	Cu Yd	7.60	\$1,000.00	\$7,600.00		\$2,160.00	\$0.00	\$0.00	\$61.82
	Rebar	Lbs	680.00	\$1.50	\$1,020.00		\$880.00	\$0.00	\$0.00	\$481.60
	SPBGR Ty A 6' Posis	Ft	100.00	\$20.00	\$2,000.00		\$5,510.00	\$0.00	\$0.00	\$1,120.00
	Traf Bar Term Ty 1	Ea	4.00	\$1,500.00	\$6,000.00		\$3,300.00	\$0.00	\$0.00	\$1.70
	Traf Bar Term Ty 5A	Ea	4.00	\$800.00	\$3,200.00		\$1,500.00	\$0.00	\$0.00	\$21.84
	Term Marker - Direct Applied	Ea	4.00	\$60.00	\$240.00		\$4,800.00	\$0.00	\$0.00	\$1,467.20
	Permanent Steel Sh Piling	Sq Ft	3,744.00	\$40.00	\$149,760.00		\$2,400.00	\$0.00	\$0.00	\$946.40
	Steel Railing Ty 2399 (Mod)	Ft	48.00	\$150.00	\$7,200.00		\$0.00	\$0.00	\$0.00	\$39.20
					\$197,866.00		\$172,224.00	\$0.00	\$0.00	\$179,936.64
						19.21%	\$8,400.00	\$0.00	\$0.00	\$8,682.24
							\$235,875.00	\$0.00	\$0.00	\$246,127.06
								-100.00%		24.39%

OTTO BAUM BID BOND	HJ EPPEL NO BID
UNIT PRICE	UNIT PRICE
TOTAL	TOTAL
\$70.00	\$1,820.00
\$4.00	\$1,584.00
\$75.00	\$2,400.00
\$22.00	\$9,064.00
\$128.00	\$15,360.00
\$16,000.00	\$16,000.00
\$50.00	\$2,400.00
\$50.00	\$15,200.00
\$2,000.00	\$1,980.00
\$3.00	\$1,700.00
\$17.00	\$5,000.00
\$1,250.00	\$2,560.00
\$640.00	\$136.00
\$34.00	\$205,920.00
\$55.00	\$9,264.00
\$193.00	\$291,388.00
\$0.00	\$0.00
	47.27%

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
for  
Local Agency Railway-Highway  
Grade Crossing Improvements

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the County of McLean, State of Illinois, acting by and through its County Board, hereinafter referred to as the "LA" and the Norfolk Southern Railway Company, hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto

hereinafter referred to as the "Policy Guide". The "State Required Ethical Standards Governing Contract Procurement" is also attached hereto and made a part of this Agreement.

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2003 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be

considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement.

The COMPANY shall maintain, for a minimum of 3 years after the date of the final bill, 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, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL 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.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 17. The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

SECTION 18. The COMPANY is hereby requested by the STATE, to perform preliminary engineering for the project, and authorized to accrue project reimbursable preliminary engineering costs beginning on May 27, 2009. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

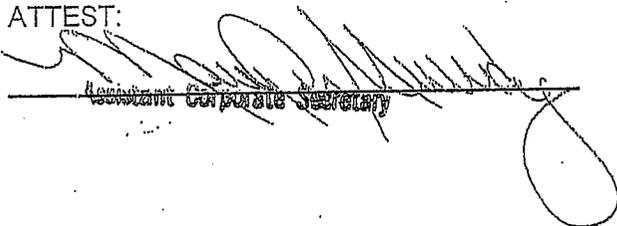
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 53-6002016 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

Norfolk Southern Railway Company

ATTEST:

  
Assistant Corporate Secretary

By: Robert A. Bartle

Name: R. A. Bartle

Title: General Manager

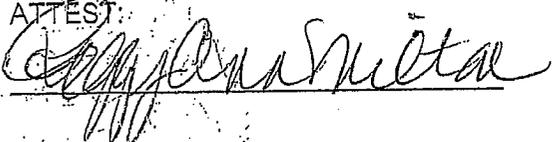
Executed by the LOCAL AGENCY this 21st  
day of September, 20 10

McLean County

acting by and through its

County Board

ATTEST:



By: Math Sorenson

Name: Math Sorenson

Title: County Board Chair

APPROVED

State of Illinois, Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

BY: Eric E. Harm, Deputy Director of Highways      Date

\_\_\_\_\_  
Christine M. Reed, Director of Highways, Chief Engineer

## ATTACHMENT A

### STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

**Bribery.** Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

**Educational Loan.** The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

**Bid Rigging/Bid Rotating.** Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

**International Anti-Boycott.** Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

**Drug Free Workplace.** The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of

the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (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 actions and efforts stated in this certification.

**Delinquent Payment.** The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**Felony Convictions.** The COMPANY certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The COMPANY acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

**Environmental Protection Act.** The COMPANY certifies in accordance with 30 ILCS 500/50-12 that the COMPANY is not barred from being awarded a contract under this Section. The COMPANY acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Norfolk Southern Railway Company

AAR DOT # 475 012G      RR M.P.: 355.10

Road Name: Main Street (FAS 491)

Location: Main Street (FAS 491) @ the Norfolk Southern Railway tracks in Arrowsmith

EXISTING CONDITIONS:

One mainline track and two siding tracks equipped with flashing light signals

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install flashing light signals and crossing gates controlled by CWT circuitry.
2. Incidental work necessary to complete the items hereinabove specified.

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

State Required Ethical Standards Governing Contract Procurement  
Location Map

ESTIMATED RAILROAD COST: \$ 256,665.00

100% Federal participation \$

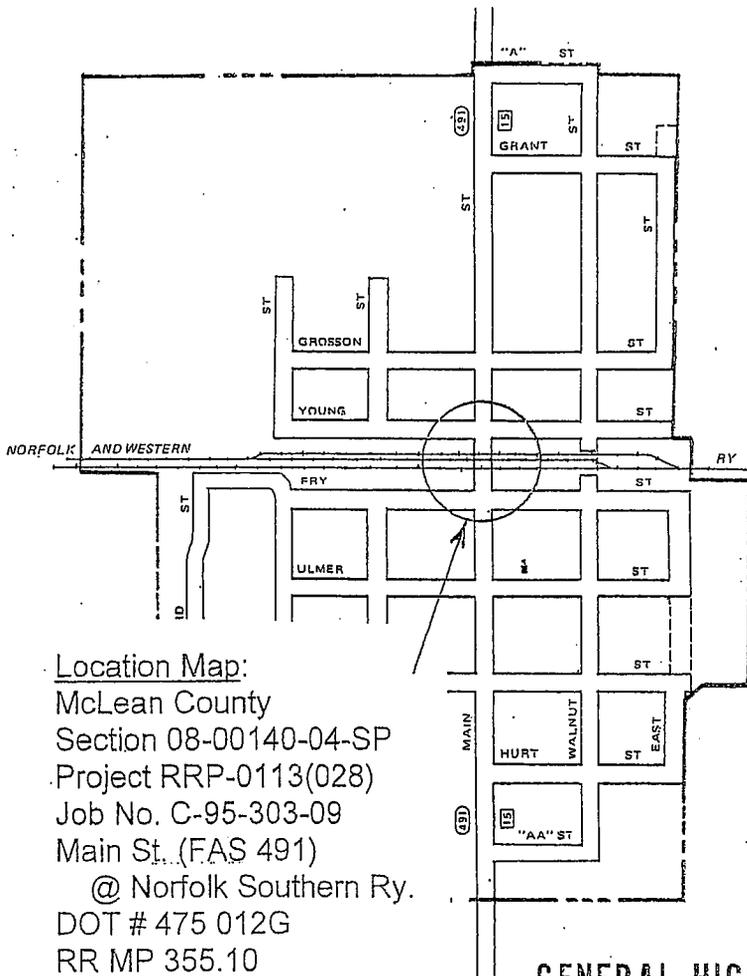
AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Eric S. Schmitt, McLean County Engineer, 102 S. Towanda-Barnes Rd., Bloomington, IL  
61705, telephone (309) 663-9445

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

Darrell W. Lewis, P. E.  
Acting Engineer of Local Roads and Streets  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

ARROWSMITH



ORIGINAL DATA 1987	
REVISED	
BY	DATE
JRP	12-31-93
JRP	12-31-94
JRP	12-31-95



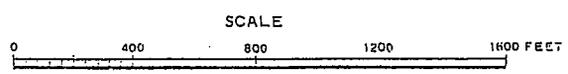
Location Map:  
 McLean County  
 Section 08-00140-04-SP  
 Project RRP-0113(028)  
 Job No. C-95-303-09  
 Main St. (FAS 491)  
 @ Norfolk Southern Ry.  
 DOT # 475 012G  
 RR MP 355.10

**GENERAL HIGHWAY MAP**  
 VILLAGE OF  
**ARROWSMITH**  
 MC LEAN COUNTY  
 ILLINOIS

PREPARED BY THE  
 DEPARTMENT OF TRANSPORTATION  
 OFFICE OF PLANNING AND PROGRAMMING  
 IN COOPERATION WITH THE  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

**LEGEND**

- MARKED ROUTE:
  - U.S. ILL., INTERSTATE
  - STATE HIGHWAYS:
  - SUPPLEMENTAL
  - RURAL ROADS AND MUNICIPAL STREETS
  - UNOPENED STREETS
  - COUNTY HIGHWAY
  - COUNTY HIGHWAY EXT.
  - FEDERAL AID PRIMARY
  - FEDERAL AID SECONDARY
  - CORPORATE LIMITS



POP 313

ARROWSMITH



Detailed Estimate for Grade Crossing Warning Devices

City/State: ARROW SMITH, IL

Road: MAIN STREET

MilePost: SP-355.1

DOT/AAR: 475012G

State Proj. No.: RRP-0113(028)

County: MCCLEAN

S&E Proj. No.: 04.0643

File Number:

Man Days: 100

<b>***Purchases - Others***</b>	
Meals and Lodging:	\$13,440.00
Rental of Equipment:	\$23,800.00
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 25 Days)	
Construction Supervision Vehicle:	\$4,964.49
<b>Purchases - Other Total:</b>	<b>\$42,204.49</b>
<b>***Material And Additives***</b>	
Material Cost:	\$109,525.00
Sales and Use Tax:	\$5,476.00
Material Handling Freight:	\$5,476.26
<b>Material Total:</b>	<b>\$120,477.26</b>
<b>***Labor And Additives***</b>	
Labor Cost:	\$28,000.00
(4 man crew at \$1,120.00 a day for: 25 days)	
Payroll Tax & Overheads:	\$37,195.20
Preliminary Engineering:	\$12,102.21
Construction Supervision:	\$15,685.60
<b>Labor Total:</b>	<b>\$92,983.01</b>
<b>Project Cost:</b>	<b>\$255,664.76</b>
Scrap / Salvage Credit:	\$0.00
<b>Project Total:</b>	<b>\$255,665.00</b>

Estimated on: 29-Jul-10

Estimated by: enrhr

Estimate valid for 1 year from date of estimate

ORDINANCE IMPOSING WEIGHT LIMITATIONS UPON TRUCKS AND  
COMMERCIAL VEHICLES AND PROVIDING A PENALTY FOR  
A VIOLATION THEREOF

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WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code" effective July 1, 1970, with amendments thereto, which act is now in full force and effect, and,

WHEREAS, Section 625 ILCS 5/15-316 of the Illinois Compiled Statutes provides that local authorities, with respect to highways under their jurisdiction, may by ordinance or resolution, prohibit the operation of trucks and other commercial vehicles, or may impose limitations as to the weight thereof on designated highways, which prohibitions and limitations shall be designated by appropriate signs placed on such highways, and

WHEREAS, certain highways under the jurisdiction of the County of McLean, State of Illinois, have been seriously damaged and deteriorated by the operation of certain vehicles of excessive weight thereon, and

WHEREAS, the continued use of trucks and commercial vehicles on said roads in excess of certain weights will in the future seriously damage and deteriorate said roads,

NOW, THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act of hereinabove referred to, that referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "A" roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15<sup>th</sup> day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways:

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-two thousand (32,000) pounds or over.

~~Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.~~

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty thousand (60,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-two thousand (72,000) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-two thousand (72,000) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the highways upon which the operation of said trucks and commercial vehicles of the weights herein set forth are as follows:

COUNTY HIGHWAY 17: (Cooksville Road) beginning at IL Route 9 at the SW corner of the SE ¼ of Sec. 35, T 24 N, R 4 E, of the 3<sup>rd</sup> P.M. and extending northerly approximately 3 ½ miles to the South Corporate Limits of Cooksville at approximately the SW corner of the NE ¼ of Sec. 14, T 24 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (Lexington – LeRoy Road) beginning at IL Route 165 at the SE corner of Sec. 8, T 24 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly 6 ½ miles to the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3<sup>rd</sup> P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class “B” roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than sixteen thousand (16,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15<sup>th</sup> day of the following January in each and every year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-two thousand (32,000) pounds or over.

~~Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.~~

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty thousand (60,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-two thousand (72,000) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-two thousand (72,000) pounds.

The weights referred to above mean the overall weight of vehicle and its load.

Single floatation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "B" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 3: (Mansfield Road) beginning at the NE corner of Sec. 3, T 21 N, R 6 E of the 3<sup>rd</sup> P.M. at US Route 136 and extending southerly approximately 2 miles to the SE corner of Sec. 10, T 21 N, R 6 E of the 3<sup>rd</sup> P.M. at the Piatt County line.

COUNTY HIGHWAY 6: (Kappa Road) beginning at the NW corner of Sec. 34, T 26 N, R 2 E of the 3<sup>rd</sup> P.M. at the Woodford County line and extending easterly approximately 5 miles to the NE corner of the SW ¼ of Sec. 32, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (Lexington East Road) beginning at Cargill Hybrid Seeds Entrance a point near the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 10 ¼ miles to the SE corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 5 E of the 3<sup>rd</sup> P.M. at the Livingston County line.

COUNTY HIGHWAY 11: (Farmer City Road) beginning at the NE corner of the NW ¼ of Sec. 4, T 21 N, R 5 E of the 3<sup>rd</sup> P.M. at US Route 136 and extending southerly approximately 2 miles to the SE corner of the SW ¼ of Sec. 9, T 21 N, R 5 E of the 3<sup>rd</sup> P.M. on the DeWitt County line.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the NE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 20, T 25 N, R 1 E of the 3<sup>rd</sup> P.M. at the Woodford County Line and extending easterly approximately 5 miles to the NE corner of the SE  $\frac{1}{4}$  of Sec. 24, T 25 N, R 1 E of the 3<sup>rd</sup> P.M. Also beginning at the NW corner of Sec. 30, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly to the SE corner of Sec. 20, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. at I-39. Also beginning at the NW corner of Sec. 25, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending 2 miles to the NE corner of Sec. 30, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. Also beginning at the NW corner of the NE  $\frac{1}{4}$  of Sec. 29, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. extending in an easterly direction approximately  $3\frac{1}{4}$  miles to the SW corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 23, T 25 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 15: (Sabina Road) beginning at the SW corner of Sec. 33, T 22 N, R 5 E of the 3<sup>rd</sup> P.M. at US Route 136 and extending northerly and easterly approximately 9 miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at Old Route 66 near the North Corporate Limit of Chenoa a point near the SW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 1, T 26 N, R 4 E of the 3<sup>rd</sup> P.M. and extending in a northerly direction approximately  $\frac{1}{4}$  mile to the NW corner of Sec. 1, T 26 N, R 4 E of the 3<sup>rd</sup> P.M. at the Livingston County Line.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the SW corner of the NW  $\frac{1}{4}$  of Sec. 11, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly and easterly approximately 7 miles to the South Corporate Limits of Chenoa near the NW corner of the SW  $\frac{1}{4}$  of Sec. 12, T 26 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (Horse Farm Road) beginning at the SE corner of Sec. 9, T 21 N, R 4 E of the 3<sup>rd</sup> P.M. at the DeWitt County Line and extending northerly approximately 2 miles to the NW corner of Sec. 3, T 21 N, R 4 E of the 3<sup>rd</sup> P.M. at US Route 136.

COUNTY HIGHWAY 23: (Meadows Road) beginning near the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 7, T 25 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately  $7\frac{3}{4}$  miles to the NE corner of Sec. 6, T 26 N, R 4 E of the 3<sup>rd</sup> P.M. at the Livingston County Line.

COUNTY HIGHWAY 27: (South Downs Road) beginning at the SE corner of Sec. 9, T 21 N, R 3 E of the 3<sup>rd</sup> P.M. at the DeWitt County Line and extending northerly approximately  $7\frac{3}{4}$  miles to a point near the SE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 4, T 22 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 28: (Ireland Grove Road) beginning at the NW corner of Sec. 15, T 23 N, R 3 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 12 miles to the NE corner of Sec. 16, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 30: (Old Colonial Road) beginning at approximately the SW corner of the NW ¼ of the NE ¼ Sec. 26, T 23 N, R 2 E, 3<sup>rd</sup> P.M. and extending easterly and northerly approximately 1 ¾ miles to US Route 150 a point near the NE corner of the SW ¼ of Sec. 24, T 23 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SW corner of Sec. 34, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly and northerly approximately 8 miles to the SW corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3<sup>rd</sup> P.M. at Old Route 66. Also beginning at the intersection of CH 41 and CH 34 a point near the SW corner of the NE ¼ of Sec. 36, T 23 N, R 1 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 2 ¼ miles to the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Funks Grove Road) beginning at the SW corner of Sec. 10, T 22 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly approximately 12 ¾ miles to a point approximately six hundred (600) feet north of the SW corner of the SE ¼ of Sec. 9, T 22 N, R 2 E of the 3<sup>rd</sup> P.M. at US Route 51. Also (Thomascraft Road) beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 3 E of the 3<sup>rd</sup> P.M. at US Route 150 and extending easterly approximately 5 ½ miles to the SE corner of Sec. 32, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. Also (Dawson Lake Road) beginning at the SW corner of the NW ¼ of the NW ¼ of Sec. 33, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly and northerly approximately 8 ¾ miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 40: (Rock Road) beginning at the SW corner of Sec. 16, T 22 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 6 ½ miles to the NE corner of the NW ¼ of Sec. 21, T 22 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the SW corner of Sec. 8, T 21 N, R 1 E of the 3<sup>rd</sup> P.M. at the DeWitt County Line and extending northerly approximately 1 ¾ miles to a point near the SW corner of the NW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3<sup>rd</sup> P.M. approximately ¼ mile south of US Route 136.

COUNTY HIGHWAY 49: (Carlock – Secor Road) beginning near the SW corner of the NW ¼ of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3<sup>rd</sup> P.M. at CH 12 (Hudson – Carlock Road) and extending northerly approximately ¼ mile to the Woodford County Line a point near the NW corner of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the SE corner of the SW ¼ of the SW ¼ of Sec. 14, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. at the West Corporate Limit of Danvers and extending westerly and northerly approximately 5 ½ miles to the NW corner of the SE ¼ of Sec. 27, T 25 N, R 1 W of the 3<sup>rd</sup> P.M. at the Woodford County Line.

COUNTY HIGHWAY 65: (Sweeney Road) beginning at the SW corner of SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly ¼ mile to the

NW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E, of the 3<sup>rd</sup> P.M. at Old Route 66.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "C" roads hereinafter set forth shall be limited as follows:

From January 15<sup>th</sup> until April 15<sup>th</sup> of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15<sup>th</sup> to the 15<sup>th</sup> day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways:

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-six thousand (36,000) pounds or over.

Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of fifty thousand (50,000) pounds or over.

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty-four thousand (64,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-three thousand two hundred eighty (73,280) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-three thousand two hundred eighty (73,280) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Yates Street in Cropsey near the SE corner of the NE ¼ of Sec. 23, T 25 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly and westerly approximately 1 ½ miles to the NW corner of Sec. 23, T 25 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 5: (Saybrook – Bellflower Road) beginning at the North Corporate Limits of Bellflower at the approximate NW corner of the SE ¼ of Sec. 21, T 22 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 5 ¼ miles to the South

Corporate Limits at Saybrook at the SE corner of the NW ¼ of Sec. 28, T 23 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 7: (Anchor Road) beginning at IL Route 9 at the SE corner of Sec. 32, T 24 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 5 ½ miles to the South Corporate Limits of Anchor at the NE corner of the SE ¼ of Sec. 5, T 24 N, R 6 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (Comlara Park Road) beginning at the Woodford County Line near the NW corner of the SW ¼ of the SW ¼ Sec. 6, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 2 miles to the West on/off ramps of I-39 near the NE corner of Sec. 8, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 8: (PJ Keller Highway) beginning near SE corner of the NW ¼ of Sec. 1, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. at the entrance to the City of Bloomington Filtration Plant located on the west side of Lake Bloomington and extending easterly approximately 7 ½ miles to the west on/off ramps of I-55 near the SW corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 12: (Hudson East Road) beginning at the East Corporate Limits of Hudson a point near the NW corner of Sec. 27, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in an easterly direction for 2 miles to the NE corner of Sec. 26, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 13: (Colfax Road) beginning at approximately the SW corner Sec. 3, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 1 mile and northerly ¼ mile to the South Corporate Limits of Colfax a point near the SE corner of the NE ¼ of the SE ¼ of Sec. 3, T 24 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 14: (Towanda East Road) beginning at the intersection of Jefferson & Hely Streets in Towanda a point near the SW corner of the SE ¼ of SW ¼ of Sec. 5, T 24 N, R 3 E of the 3<sup>rd</sup> P.M. and extending easterly and southerly 4 ¾ miles to a point near the SE corner of Sec. 11, T 24 N, R 3 E of the 3<sup>rd</sup> P.M. at IL Route 165.

COUNTY HIGHWAY 15: (Colfax Road) beginning at the SE corner of Sec. 33, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. at IL Route 9 and extending in a northerly direction approximately 5 ¼ miles to the NE corner of the SE ¼ of the SE ¼ of Sec. 4, T 24 N, R 5 E of the 3<sup>rd</sup> P.M. at IL Route 165.

COUNTY HIGHWAY 18: (Danvers - Yuton Road) beginning at the East Corporate Limits of Danvers at the NW corner of the NE ¼ of Sec. 24, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly approximately 5 ¼ miles to a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 23, T 24 N, R 1 E of the 3<sup>rd</sup> P.M. (Elevator Entrance).

COUNTY HIGHWAY 21: (Lexington – Leroy Road) beginning near the NE corner of the SE ¼ of the NE ¼ of Sec. 20, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. at US Route 150 in Leroy and extending in a northerly direction approximately 7 ¼ miles to the NW corner of the SW ¼ Sec. 9, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. Also beginning at IL Route 9 at the SE corner of Sec. 32, T 24 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 4 miles to IL Route 165 near the NE corner of Sec. 17, T 24 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 24: (Sec V) beginning at the NW corner of Sec. 6, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. at the Tazewell County line and extending easterly approximately 4 miles to IL Route 122 at the NE corner of Sec. 3, T 23 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Gillum Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 2 ¼ miles to US Route 150 at the NW corner of the SW ¼ of the SW ¼ of Sec. 29, T 23 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at the SW corner of Sec. 20, T 24 N, R 3 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 3 ¼ miles to CH 14 a point near the SW corner of the SE ¼ of the SW ¼ of Sec. 5, T 24 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Towanda – Gridley Road) beginning at approximately the SE corner of the NE ¼ of Sec. 31, T 25 N, R 3 E, of the 3<sup>rd</sup> P.M. and extending northerly and easterly approximately 12 miles to the South Corporate Limits of Gridley at the SW corner of the NW ¼ of the NE ¼ of Sec. 9, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 30: (Old Colonial Road) beginning at the SW Corner of the SE ¼ of Sec. 21, T 23 N, R 2 E, of the 3<sup>rd</sup> P.M. at US Route 51 and extending easterly 2 miles to SW corner of the NW ¼ of the NE ¼ of Sec. 26, T 23 N, R 2 E or the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 31: (Pipeline Road) beginning at CH 12 near the NE corner of Sec. 26, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in a northerly direction approximately 4 miles to CH 8 near the NE corner of the NW ¼ of Sec. 12, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at the SW corner of the SE ¼ of Sec. 21, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending in an easterly direction approximately 6 ½ miles to a point near the SE corner of Sec. 21, T 23 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 33: (Comlara Park Road) beginning at the SW corner of Sec. 8, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 1 ¼ miles to CH 8 near the NE corner of Sec. 7, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 34: (Olympia School Road) beginning at the Tazewell County Line near the SW corner of Sec. 31, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending easterly approximately 3 miles to the SE corner of Sec. 33, T 23 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at The Kickapoo Creek Bridge a point near the NE corner of the NW ¼ of Sec. 11, T 22 N, R 2 E of the 3<sup>rd</sup> P.M. and extending easterly 2 ½ miles to CH 29 a point near the NE corner of Sec. 7, T 22 N, R 3 E, of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the SW corner of Sec. 22, T 23 N, R 5 E of the 3<sup>rd</sup> P.M. and extending easterly approximately 5 miles to the SE corner of Sec. 20, T 23 N, R 6 E near the Saybrook Corporate Limits.

COUNTY HIGHWAY 37: (Linden Street) beginning at Northtown Road a point near the SE corner of Sec. 9, T 24 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in a northerly and westerly direction 4 ¼ miles to CH 12 a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 28, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 39: (Ropp Road) beginning at CH 70 a point near the SW corner of Sec. 19, T 24 N, R 2 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 8 ½ miles to Evergreen Lake near the SW corner of the NW ¼ of Sec. 7, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 40: (Leroy School Road) beginning at CH 21 a point near the SW corner of Sec. 16, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. and extending easterly 6 miles to the SW corner of Sec. 16, T 22 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at US Route 136 near the SE corner of Sec. 34, T 22, R 1 W of the 3<sup>rd</sup> P.M. and extending in a northerly and westerly direction approximately 7 miles to a point near the NE corner of Sec. 4, T 22 N, R 1 W. Also beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 1 W, of the 3<sup>rd</sup> P.M. and extending northerly for 2 miles to the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W, of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 63: (Ron Smith Memorial Highway) beginning at CH 31 near the SW corner of the NE ¼ of Sec. 13, T 25 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in an easterly and northerly direction 4 ¼ miles to a point near the NW corner of the SW ¼ of Sec. 6, T 25 N, R 3 E of the 3<sup>rd</sup> P.M. at CH 8.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the Railroad tracks in Gridley and extending northerly 7/8 mile to the Livingston County line near the NW corner of Sec. 3, T 26 N, R 3 E of the 3<sup>rd</sup> P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "D" roads hereinafter set forth shall be limited as follows:

The operation of the following described trucks and commercial vehicles shall be prohibited:

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-six thousand (36,000) pounds or over.

Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of fifty thousand (50,000) pounds or over.

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty-four thousand (64,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-three thousand two hundred eighty (73,280) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-three thousand two hundred eighty (73,280) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "D" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are as follows:

COUNTY HIGHWAY 5: (Bellflower Spur) beginning at US Route 136 near the SW corner of the SE ¼ of Sec. 33, T 22 N, R 6 E of the 3<sup>rd</sup> P.M. and extending northerly for 2 ½ miles to the North Corporate Limits of Bellflower. Also beginning at the South Corporate Limits of Saybrook and extending northerly for approximately ¾ mile to a point approximately 512 feet north of the railroad crossing (Lincoln Street) of CH 5 in Saybrook.

COUNTY HIGHWAY 7: (Anchor Road) beginning at the South Corporate Limits of Anchor and extending north for approximately ½ mile to IL Route 165.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the SW corner of Sec. 21, T 25 N, R 2 E, 3<sup>rd</sup> P.M. (west on/off ramps of I-39) and extending easterly for 1 mile to the East Corporate Limits of Hudson.

COUNTY HIGHWAY 13: (Colfax Road) beginning at the South Corporate Limits of Colfax and extending northerly approximately ¾ mile to IL Route 165.

COUNTY HIGHWAY 17: (Cooksville Road) beginning at the South Corporate Limits of Cooksville and extending northerly approximately ½ mile to IL Route 165.

COUNTY HIGHWAY 18: (Danvers – Yuton Road) beginning at the intersection of West and North Streets in Danvers and extending easterly for ¾ mile to the East Corporate Limits of Danvers.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the South Corporate Limits of Chenoa and extending northerly approximately 1 ¼ miles to Old Route 66 near the North Corporate Limits of Chenoa.

COUNTY HIGHWAY 27: (Downs Road) beginning at Franklin Street in Downs and extending northerly ½ mile to US Route 150.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at the intersection of CH 29 (Jefferson Street) and CH 14 (Hely Street) near the South Corporate Limits of Towanda and extending northerly ½ mile to Old Route 66.

COUNTY HIGHWAY 29: (Gridley Road) beginning at the South Corporate Limits of Gridley and extending north ¼ mile to US Route 24 in Gridley.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E, of the 3<sup>rd</sup> P.M. and extending easterly 1 mile to the SE corner of the NW ¼ of Sec. 33, T 23 N, R 2 E, of the 3<sup>rd</sup> P.M. at US Route 51. Also beginning at Old Route 66 a point near the SE corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3<sup>rd</sup> P.M. and extending easterly ½ mile to the intersection of CH 34 and CH 41 a point near the NE corner of the SW ¼ of Sec. 36, T 23 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. (intersection of CH 29 and CH 36) and extending easterly 1 ½ miles to the intersection of CH 36 and CH 27. Also beginning at the intersection of Seminary and Washington Streets in Downs and extending easterly ½ mile to US Route 150.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the West Corporate Limits of Saybrook a point near the SE Corner of Sec. 20, T 23 N, R 6 E of the 3<sup>rd</sup> P.M. and extending easterly ½ mile to the Saybrook Spur.

COUNTY HIGHWAY 41: (Funk Farm Road) beginning at the NW corner of the SW ¼ of Sec. 13, T 22 N, R 1 E, 3<sup>rd</sup> P.M. and extending northerly 3 ½ miles to CH 34 (Shirley Road) near the I-55 overpass at Shirley.

COUNTY HIGHWAY 44: (McLean Road) beginning at the intersection of US Route 136 and West Street in McLean and extending northerly ½ mile thence westerly ½ mile to CH 59 a point near the SW corner of the NW ¼ of Sec. 35, T 22 N, R 1 W of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the NW corner of the SW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3<sup>rd</sup> P.M. and extending northerly ¼ mile to US Route 136.

COUNTY HIGHWAY 53: (Washington Street in Carlock) beginning at the east on/off ramps of I-74 at Carlock and extending easterly ¼ mile to US Route 150 in Carlock.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the West Corporate Limits of Danvers and extending easterly ½ mile to the intersection of West Street (CH 53) and North Street (CH 18) in Danvers.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W of the 3<sup>rd</sup> P.M. and extending northerly ½ mile to Main Street in Stanford.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the intersection of Ford Street (CH 67) and US Route 24 and extending northerly ½ mile to the Railroad tracks in Gridley.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "III" roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Eighty Thousand (80,000) pounds as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited.

BE IT FURTHER ORDAINED that the Class "III" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 1: (Cropsey Road) beginning at IL Route 165 and extending northerly to Yates Street in Cropsey.

COUNTY HIGHWAY 8: (Lake Spur) beginning at I-39 and extending easterly to Lake Bloomington Dam.

COUNTY HIGHWAY 8: (Lexington Road) beginning at I-55 and extending easterly to Cargill Hybrid Seeds entrance.

COUNTY HIGHWAY 13: (Colfax – Weston Road) beginning at IL Route 165 in Colfax at the SE corner of Sec. 34, T 25 N, R 5 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 13 miles to the Livingston County Line at the NE corner of Sec. 3, T 26 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 15: (Arrowsmith Road) beginning at IL Route 9 and extending southerly approximately 4 miles to the SW corner of Sec. 22, T 23 N, R 5 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 17: (Ellsworth Road) beginning at the SE corner of the NE ¼ of the NW ¼ of Sec. 26, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately 4 ¼ miles to IL Route 9 a point near the NW corner of the NE ¼ of Sec. 2, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 18: (Danvers – Yuton Road) beginning at the Yuton Elevator entrance off CH 18 west of the railroad tracks and extending easterly for ¼ mile to Whiteoak Road (CH 70).

COUNTY HIGHWAY 21: (Horse Farm Road) beginning at the SE corner of Sec. 33, T 22 N, R 4 E of the 3<sup>rd</sup> P.M. at US Route 136 and extending northerly and westerly approximately 2 ½ miles to the LeRoy Spur near the SW corner of the SE ¼ of the NE ¼ of Sec. 29, T 22 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 21: (Lexington – Leroy Road) beginning at IL Route 9 and extending southerly approximately 1 ½ miles to the NW corner of the SW ¼ of Sec. 9, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 25: (Holder Road) beginning at the railroad near the NW corner of the SW ¼ of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly 2 ½ miles to IL Route 9.

COUNTY HIGHWAY 25: (Holder Road) beginning at the SW corner of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M. and extending northerly approximately ½ mile to the railroad tracks at Holder near NW corner of the SW ¼ of Sec. 18, T 23 N, R 4 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at US Route 150 and extending northerly 6 ¾ miles to Ft. Jesse Road.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at the I-55 interchange and extending north approximately 2,150 feet to Reeve's Farm North Entrance.

COUNTY HIGHWAY 29: (Gillum Road) beginning at the SW corner of Sec. 32, T 22 N, R 3 E of the 3<sup>rd</sup> P.M. at US Route 136 and extending northerly approximately 5 miles to the NW corner of Sec. 8, T 22 N, R 3 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 31: (Pipeline Road) beginning at Ziebarth Road near the SW corner of Sec. 1, T 24 N, R 2 E of the 3<sup>rd</sup> P.M. and extending in a northerly direction approximately 3 miles to CH 12 near the NE corner of Sec. 26, T 25 N, R 2 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at Covell Road (CH 43) and extending easterly to Old Route 66 a distance of 3.15 miles.

COUNTY HIGHWAY 36: (Downs Road) beginning at US Route 51 and extending easterly 2 miles to the Kickapoo Creek Bridge.

COUNTY HIGHWAY 43: (Covell Road) beginning at IL Route 9 and extending southerly to Stringtown Road (CH 32) a distance of 4.03 miles.

COUNTY HIGHWAY 53: (Danvers – Carlock Road) beginning at the intersection of West Street (CH53) and North Street (CH18) in the Village of Danvers near the SW corner of the SE ¼ of the SE ¼ of Sec 14, T 24 N, R 1 W of the 3<sup>rd</sup> P.M. and extending in a northerly and easterly direction approximately five and one-quarter miles to the east on/off ramps of I-74 at Carlock near the SW corner of the NE ¼ of Sec. 31, T 25 N, R 1 E of the 3<sup>rd</sup> P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at Main Street in Stanford and extending northerly ½ mile to IL Route 122.

COUNTY HIGHWAY 70: (Whiteoak Road) beginning at the intersection of Locust Street and Whiteoak Road (CH 70) and extending Northwesterly for 4 ½ miles to the NE corner of the SW ¼ of the SW ¼ of Sec. 13, T 24 N, R 1 E, 3<sup>rd</sup> P.M. the intersection with new US Route 150.

BE IT FURTHER ORDAINED that it shall be unlawful for any person, firm or corporation to operate any truck or commercial vehicle upon the highways hereinabove designated, which truck or commercial vehicle exceeds the gross weights hereinabove set forth during the restricted periods contained herein, in violation of this Ordinance.

BE IT FURTHER ORDAINED that any person, firm or corporation duly found to be in violation of any of the terms and provisions hereof shall be guilty of a petty offense, with a penalty of a fine not to exceed \$500.00.

BE IT FURTHER ORDAINED that the County *Engineer* shall erect or cause to be erected and maintained signs designating by word or symbol the provisions of the ordinance at each end of the portion of highways affected thereby.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall not apply to fire apparatus, or to vehicles operating under the terms of a special permit.

BE IT FURTHER ORDAINED that upon application in writing and good cause being shown, the County Engineer may issue a Special Permit, at his discretion, in writing, authorizing the applicant to operate or move a vehicle of excessive maximum weight temporarily upon said highways, upon showing an undue hardship or upon showing that said vehicles cannot reasonable be dismantled or disassembled, said County Engineer, however, may require such applicant to indemnify said County against any damages to road foundations or surfaces or structures, and may require such undertaking or other security as may be deemed necessary to compensate for any injury to said road or road structure prior to granting said permit.

This Ordinance shall be in full force and effect immediately upon its passage, adoption and approval as provided by law.

BE IT FURTHER ORDAINED that all previous resolutions and ordinances imposing weight limitations on McLean County Highways are hereby replaced.

Approved by the County Board of McLean County this 21<sup>st</sup> day of September, A.D., 2010.

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*Matt Sorensen, Chairman (Date)*

STATE OF ILLINOIS        ]  
                                  ] SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 21, 2010.

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 21<sup>st</sup> day of September, A.D., 2010.

[SEAL]

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Peggy Ann Milton, County Clerk

BRIDGE CONSTRUCTION PETITION

Sec 2010 West Jt. Culv. (X Road) #1

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61701

2010 West Jt Culv (X Road) Drainage Structure, Located at 400N Road 3450E

Ladies and Gentlemen:

West Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the NE Corner, of the NE 1/4 of Section 26 T 22 N, R 5 E of the 3<sup>rd</sup> P.M., West Road District.

That of the funds appropriated at the November 17th meeting of the McLean County Board \$3,900.00 be used as the County's share of the cost of this structure.

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

West Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 7,800.00 and the present structure is inadequate.

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

Respectfully submitted.

Michael Miller  
Highway Commissioner

West Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: 9/1/2010

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: September 21, 2010

[Signature]  
Peggy Ann Milton, McLean County Clerk

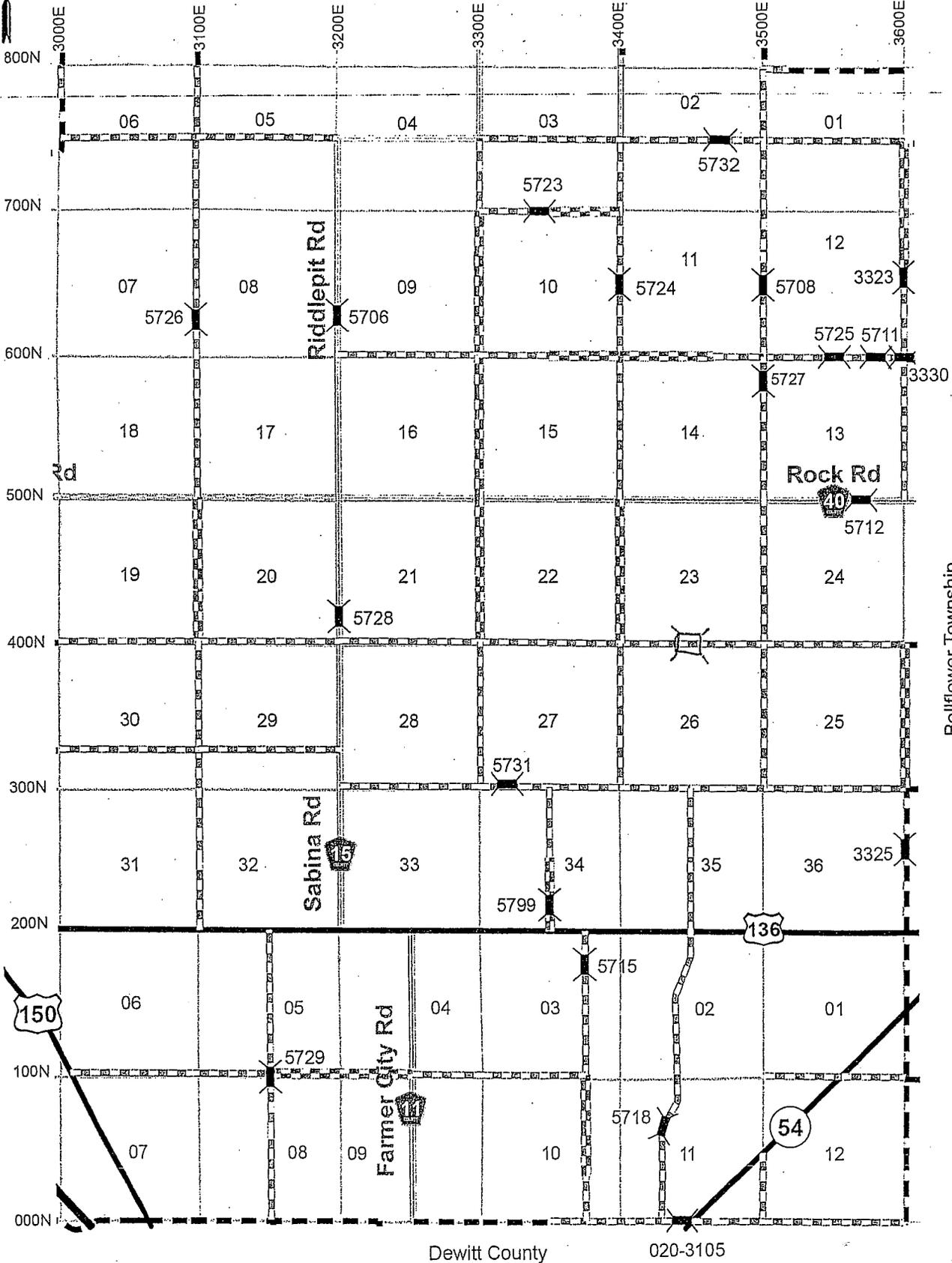
# West Township

T21N T22N R5E

0 0.2 0.4 0.8 1.2 1.6 Miles

1 inch equals 1 mile

Arrowsmith Township



## Legend

- |           |                     |                           |
|-----------|---------------------|---------------------------|
| Townships | County Highways     | Streets Maintained By     |
| Sections  | Surface Type        | West Township--Oil & Chip |
| Bridges   | Hotmix              | West Township--Gravel     |
|           | Oil & Chip          | IDOT                      |
|           | West Township--Dirt | Village of Heyworth       |
|           |                     | Surrounding Township      |

BRIDGE CONSTRUCTION PETITION

Sec 2010 West Jt. Culv. (Field Entrance) #2

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61701

2010 West Jt. Culv. (Field Entrance) Drainage Structure, Located at 3100E Road 250N

Ladies and Gentlemen:

West Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the NE Corner, of the SW 1/4 of Section 31 T 21 N, R 5E of the 3<sup>rd</sup> P.M., West Road District.

That of the funds appropriated at the November 17<sup>th</sup> meeting of the McLean County Board \$2,750.00 be used as the County's share of the cost of this structure.

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

West Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 5,500.00 and the present structure is inadequate.

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

Respectfully submitted.

Michael Miller  
Highway Commissioner

West Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: 9/1/2010

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: September 21, 2010

[Signature]  
Peggy Ann Milton, McLean County Clerk

# West Township

T21N T22N R5E

0 0.2 0.4 0.8 1.2 1.6 Miles

1 inch equals 1 mile

Arrowsmith Township

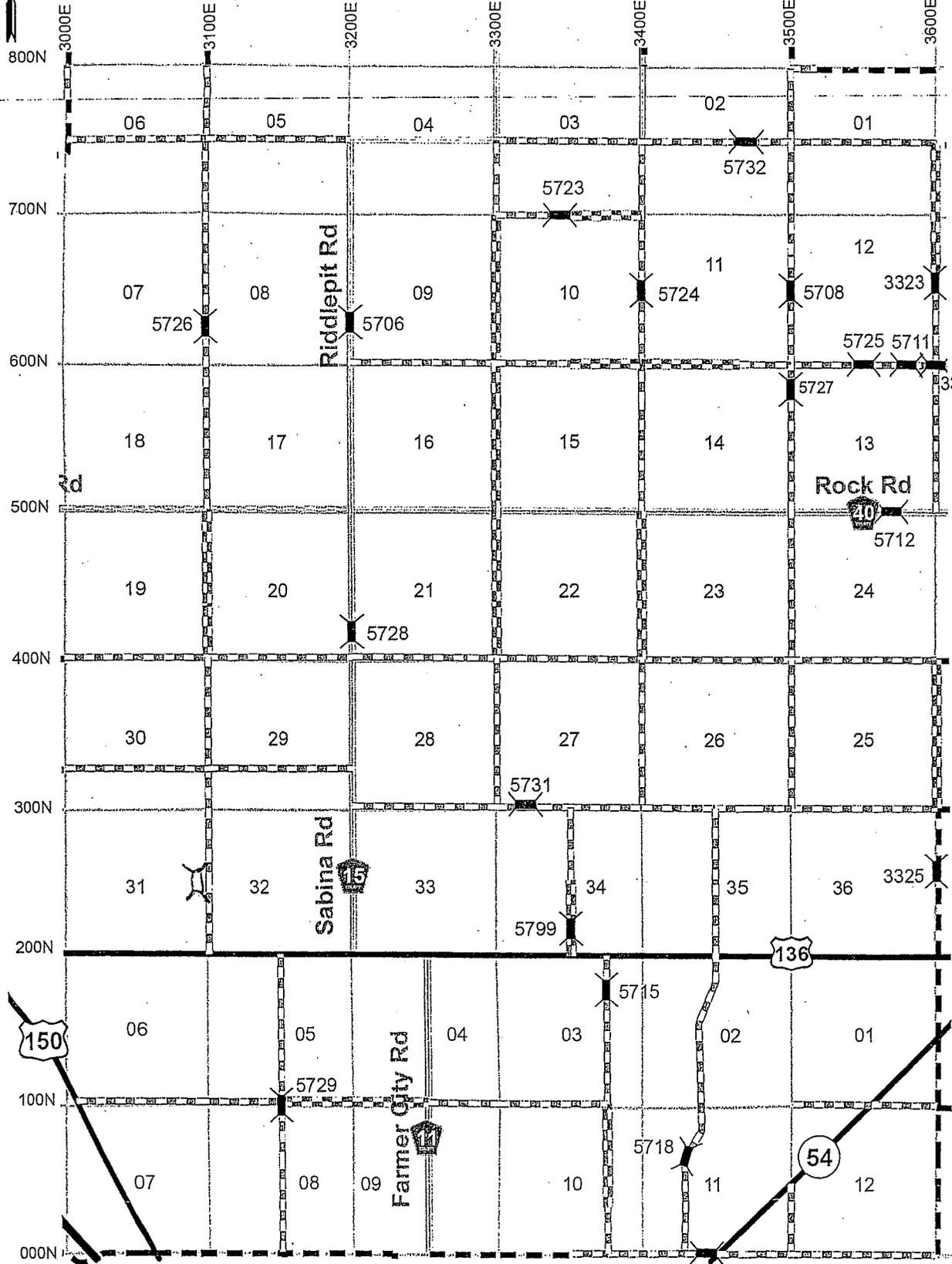


Empire Township

Bellflower Township

Dewitt County

020-3105



## Legend

- |           |                           |                       |
|-----------|---------------------------|-----------------------|
| Townships | County Highways           | Streets Maintained By |
| Sections  | Surface Type              | IDOT                  |
| Bridges   | Hotmix                    | Village of Heyworth   |
|           | Oil & Chip                | Surrounding Township  |
|           | West Township--Oil & Chip |                       |
|           | West Township--Gravel     |                       |
|           | West Township--Dirt       |                       |

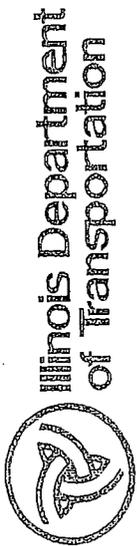


RECEIVED

AUG 27 2010

McLEAN CO. HIGHWAY DEPT.

Agency: COUNTY OF McLean County	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2009
	Audit Number: 57
	Date: August 10, 2010



Auditor's Certificate

COUNTY OF McLean County

Audit Report No. 57

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean County for the period beginning Jan. 1, 2009 and ending Dec. 31, 2009, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

42

*[Handwritten Signature]*  
Auditor

REVIEWED AND APPROVED BY

*[Handwritten Signature]*

Date:

8/16/10

District Local Roads and Streets Engineer



COUNTY OF McLean County

Audit Report No. 57

Audit Period: Jan. 1, 2009 to Dec. 31, 2009

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2009

The other receipts to the Motor Fuel Tax Fund were \$839,222.85 received as follows:

Interest 2009	16,570.39
Reimbursement	390,702.46
Supplemental Allot	396,950.00
B-N Reimbursement	35,000.00

Total received: \$839,222.85

The 2009 Maintenance Expenditure Statement (BLR14320) is in-process. Final Report (BLR13510) were filed for section(s): 99-00046-11-RS. Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



**Illinois Department  
of Transportation**

**Fund Balance and Bank Reconciliation**

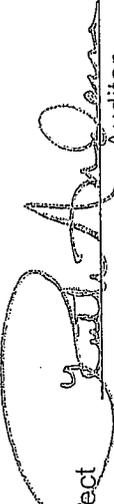
Audit Report No. 57

COUNTY OF McLean County

Audit Period Jan. 1, 2009 - Dec. 31, 2009

Date: August 10, 2010

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit		1,802,647.59	1,518,637.71	
Allotments	(284,009.88)	0.00	2,218,121.39	
Total MFT Funds	1,934,111.51	1,802,647.59	3,736,759.10	
Approved Authorizations	(2,263,552.38)	2,263,552.38	0.00	
Other Receipts		839,222.85	839,222.85	
Total	(329,440.87)	4,905,422.82	4,575,981.95	
Disbursements		2,311,677.28	2,311,677.28	
Surplus (Credits)	2,381,962.30	(2,381,962.30)	0.00	
Unexpended Balance	2,052,521.43	211,783.24	2,264,304.67	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2009			778,205.67	650.00
Deduct Outstanding Warrants			29,050.73	28,255.23
Add Outstanding investments			1,515,149.73	145.50
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2009			2,264,304.67	29,050.73
				O/S CHECKS
				4250
				4259
				4260
				TOTAL

Certified Correct  Auditor



RECEIVED

AUG 27 2010

McLEAN CO. HIGHWAY DEPT.

Agency: McLean County	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2009
	Audit Number: 57
	Date: August 10, 2010



McLean County Township Bridge

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County for the period beginning Jan. 1, 2009 and ending Dec. 31, 2009, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants; that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

*[Handwritten Signature]*  
Auditor

REVIEWED AND APPROVED BY

*[Handwritten Signature]*  
District Local Roads and Streets Engineer

Date: 8/16/10



Auditor's Comments

Supplemental  
Audit Report No. 57

McLean County Township Bridge

Audit Period: Jan. 1, 2009 to Dec. 31, 2009

**Purpose of Audit:** To determine the status of Township Bridge Funds as of Dec. 31, 2009

The other receipts to the Township Bridge Fund were \$18,753.03 received as follows:

Interest 2009	15.60
Reimbursement	18,737.43

Total received: \$18,753.03

Final Report (BLR13510) were filed for section(s): 07-22134-00-BR. Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



**Illinois Department of Transportation**  
**Fund Balance and Bank Reconciliation**

McLean County Township Bridge  
 Supplemental  
 Audit Report No. 57

Audit Period Jan. 1, 2009 - Dec. 31, 2009

Date: August 10, 2010

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	156,133.73	(138,638.54)	17,495.19	
Allotments	291,569.92	0.00	291,569.92	
Total MFT Funds	447,703.65	(138,638.54)	309,065.11	
Approved Authorizations	(291,569.92)	291,569.92	0.00	
Other Receipts		18,768.03	18,768.03	
Total	156,133.73	171,699.41	327,833.14	
Disbursements		284,383.21	284,383.21	
Surplus (Credits)	30.60	(30.60)	0.00	
Unexpended Balance	156,164.33	(112,714.40)	43,449.93	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2009				
Deduct Outstanding Warrants			15,698.63	
Add Outstanding investments			59,148.56	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2009			43,449.93	

  
 Certified Correct  
 Auditor



RECEIVED

AUG 27 2010

McLEAN CO. HIGHWAY DEPT.

Agency: McLean County Road Districts	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2009
	Audit Number: 57
	Date: August 10, 2010



**Illinois Department  
of Transportation**

**Auditor's Certificate**

**McLean County Road Districts**

Audit Report No. 57

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County Road Districts for the period beginning Jan. 1, 2009 and ending Dec. 31, 2009, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

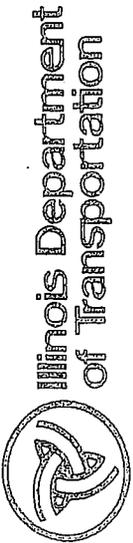
We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
Auditor

REVIEWED AND APPROVED BY

  
District Local Roads and Streets Engineer

Date: 8/16/10



McLean County Road Districts

Audit Report No. 57

Audit Period: Jan. 1, 2009 to Dec. 31, 2009

**Purpose of Audit:** To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2009

The other receipts to the Motor Fuel Tax Fund were \$454,153.51 received as follows:

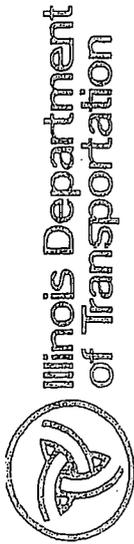
Interest 2009	24,161.94
Reimbursement	346,168.57
Supplemental Allot	83,823.00

51

Total received: \$454,153.51

The 2009 Maintenance Expenditure Statement (BLR14320) is in-process. Final Report (BLR13510) were filed for section(s): Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



**Fund Balance and Bank Reconciliation**

McLean County Road Districts

Audit Report No. 57

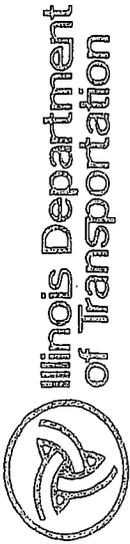
Audit Period Jan. 1, 2009 - Dec. 31, 2009

Date: August 10, 2010

Fund Balance		Unobligated	Obligated	Total	Outstanding Warrants	
Balance Previous Audit		627,684.14	1,114,119.61	1,741,803.75		
Allotments		2,020,447.77	0.00	2,020,447.77		
Total MFT Funds		2,648,131.91	1,114,119.61	3,762,251.52		
Approved Authorizations		(2,780,596.95)	2,780,596.95	0.00		
Other Receipts			454,153.51	454,153.51		7,028.92
Total		(132,465.04)	4,348,870.07	4,216,405.03		882.51
Disbursements			2,350,582.10	2,350,582.10		7,246.33
Surplus (Credits)		944,699.85	(944,699.85)	0.00		165.00
Unexpended Balance		812,234.81	1,053,588.12	1,865,822.93		15,322.76
<b>Bank Reconciliation</b>						
Balance in Fund per Bank Certificate Dec. 31, 2009						
Deduct Outstanding Warrants				27,967.54		12,206.00
Add Outstanding investments				1,878,467.71		4,267.54
Additions				15,322.76		11,494.00
Subtraction's						27,967.54
Net Balance in Account Dec. 31, 2009				1,865,822.93		

*Randy Anderson*  
Auditor

Certified Correct



Investment Schedule  
Motor Fuel Tax Funds

McLean County Road Districts

Audit Report No. 57

Date of Purchase	Date of Maturity or Redemption	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31 2009	Type of Investment
05/30/08	06/30/09		400,000.00		400,000.00	1ST State Bank Bloomington cd #56494
			916,525.58	1,661.39	50,186.97	IL Funds MMA 6493
			90,991.78	707.27	878,280.74	National City Bank #8811
			253,000.00			Sweep Interest
04/16/09	04/16/10				250,000.00	Freestar Bank SRA #27401
03/27/09	03/27/10				300,000.00	Freestar Bank SRA # 27252
				21,793.28		all other interest
				24,161.94	1,878,467.71	

REMARKS:

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2010  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
	FUND 0001 DEPARTMENT 0021 PUBLIC DEFENDER				
	PGM 0023 PUBLIC DEFENDER SERVICES				
0628 0001	COPYING EXPENSES	1,800.00		0612 0001	BOOKS/VIDEOS/PUBLICATION 1,800.00-
	FUND 0001 DEPARTMENT 0022 COURT SERVICES				
	PGM 0022 JUVENILE DETENTION				
0795 0005	DATA COMMUNICATIONS	1,063.00		0769 0001	INTEREST EXPENSE 205.00-
				0832 0002	LEASE/PUR. OFFICE EQUIP. 858.00-
		2,863.00			2,863.00-
		=====			=====
Finance Committee					
	FUND 0137 DEPARTMENT 0006 COUNTY RECORDER				
	PGM 0008 LEGAL RECORDS DOCUMENT'N				
0741 0001	OFFICE EQUIP/FURN. MAINT.	980.00			
0773 0001	NON-CONTRACTUAL SERVICES	9,800.00			
0706 0001	CONTRACT SERVICES	2,500.00		0850 0001	CAPITALIZED ASSETS 13,280.00-
		13,280.00			13,280.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

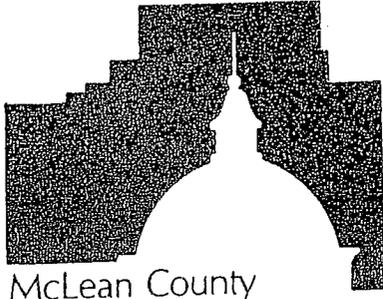
THIS 21ST DAY OF SEPTEMBER , 2010



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

COUNTY CLERK, MCLEAN COUNTY



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124  
115 E. Washington, Room 202 P.O. Box 2400 · Bloomington, Illinois 61702-2400

**Request for Approval to Purchase Network Switches**

September 14, 2010

To the Honorable Members of the Executive Committee:

Information Technologies is requesting permission to purchase network switches from Rhino Technologies to support our upcoming voice over internet protocol phone system. The general fund cost for the switches is \$32,455 with budgeted funds available in the FY 2010 budget.

The equipment list is as follows:

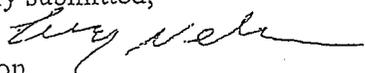
Product	Qty	Cost	Extended
HP-2610-48-PWR (New)	15	\$1,650	\$24,750
HP-2610-48-PWR (Refurb)	2	\$1,595	\$3,190
HP-2610-24-PWER (New)	1	\$975	\$975
HP-2610-24-PWER (Refurb)	4	\$750	\$3,000
HP-2610-PWR-24/12 (New)	1	\$540	\$540
			<b>\$32,455</b>
Plus shipping & handling			

Illinois law ILCS 5/5-1022 (d) states "Notwithstanding the provisions of this Section [purchasing], a county may let *without advertising for bids* in the case of purchases and contracts, when individual orders do not exceed \$35,000, for the use, purchase, delivery, movement or installation of *data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services*".

We solicited formal quotes from a large number of sources. Rhino Technologies is the most cost-effective provider who can deliver the equipment in a short amount of time. Purchasing from Rhino will allow us to avoid delays in the implementation of the new phone system.

I'll be happy to answer any questions you may have.

Respectfully submitted,

  
Craig Nelson  
Director, Information Technologies

Information Services

## CONTRACT

This Contract, entered into this 1st day of October, 2010, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Jeff Brown, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

### NOW, THEREFORE:

1. Jeff Brown is hereby appointed a Special Public Defender for McLean County by Kim D. Campbell, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,950.54 per month.

The Special Public Defender agrees to the following conditions:

1. Jeff Brown shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of six (6) felony cases per month for two consecutive months, then seven (7) felony cases per month for the following consecutive month, for each three-month period. No murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 19 cases during the contract period.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in

accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on October 1, 2010 and terminate on December 31, 2010.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days'

written notice prior to the effective date of cancellation.

- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Kim D. Campbell  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Terry Lindberg  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

Jeff Brown  
200 W. Monroe St., Suite C1  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 21 day  
of September, 2010.

APPROVED:



Jeff Brown  
Attorney at Law

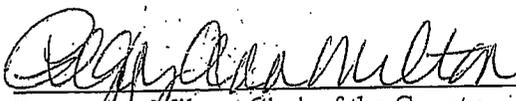


Kim D. Campbell  
McLean County Public Defender



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF JOHN A. BUTLER  
AS A MEMBER OF THE BOARD OF MID-CENTRAL COMMUNITY ACTION, INC.

WHEREAS, due to the expiration of term of John A. Butler on the Board of Mid-Central Community Action, Inc., it is advisable to consider an appointment or reappointment to this position; and,

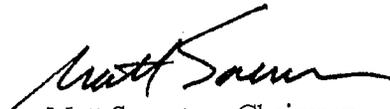
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 20, Section 625/3 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 A. Butler as a Member of the Board of Mid-Central Community Action, Inc. for a term of two years to expire on October 1, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to John A. Butler and the Director of Mid-Central Community Action, Inc, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of September 2010.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF THOMAS W. NOVOSAD  
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term of Thomas W. Novosad 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 Thomas W. Novosad for a five-year term of office to expire on October 1, 2015, 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 Thomas W. Novosad and D. C. Wochner, Attorney for the Public Building Commission.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of September, 2010.

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\_Novosad.res

) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF NICHOL K. BLEISCHNER  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the resignation of Bonnie Devore as a member of the Emergency Telephone System Board, 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 50, Section 750/15.4 et. seq. has the responsibility to fill a four-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 Nichol K. Bleischner as a Member of the Emergency Telephone System Board to complete a four-year term to expire on the third Tuesday in January, 2014, or until a successor shall have been qualified and appointed.

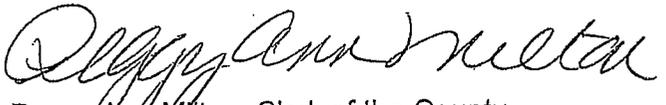
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Nichol K. Bleischner, and the Director of ETSB as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of September, 2010.

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 APPOINTMENT OF WILLIAM A. ZIMMERMAN  
AS A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the resignation of Eugene R. Salch as a Commissioner of the Public Building Commission, it is advisable to consider an appointment to this position; and,

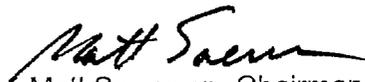
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of William A. Zimmerman to complete a term of five-years scheduled to expire on October 1, 2011, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

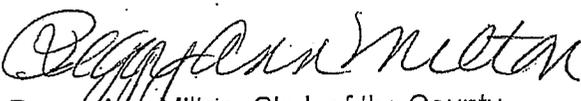
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to William A. Zimmerman, D. C. Wochner, Attorney for the Public Building Commission, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of September, 2010.

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\_Zimmerman.res

**RESOLUTION of the McLEAN COUNTY BOARD  
IN RECOGNITION OF  
CAROL BUCHER**

**WHEREAS**, Carol Bucher has retired as a Nurse in the McLean County Health Department WIC and Immunization Clinic from July 24, 1995 through August 20, 2010;

**WHEREAS**, Carol Bucher is knowledgeable about the complicated world of pediatric immunizations and has spent countless hours giving "tear-free" shots to children of all ages, and has even been hugged after shots by four and five year olds;

**WHEREAS**, Carol Bucher is a McLean County Health Department team member who can be counted on to step in and help out a co-worker in need;

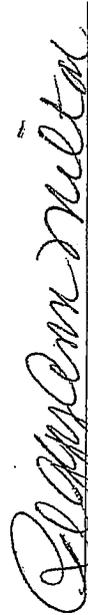
**WHEREAS**, Carol Bucher has identified the postpartum period as a "teachable moment" for the new mother regarding infant immunization information;

**WHEREAS**, Carol Bucher initiated a process in the WIC Clinic to help impart immunization information to increase immunization rates;

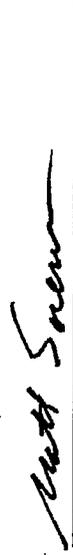
**BE IT RESOLVED** that the County of McLean and the citizens of McLean County extend a grateful thank you to Nurse Carol Bucher.

**ADOPTED** by the McLean County Board this 21st day of September, 2010.

**ATTEST:**

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

**APPROVED:**

  
Matt Sorensen, Chairman  
McLean County Board

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

EXECUTIVE COMMITTEE

Member Owens, Vice Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING  
MONDAY, SEPTEMBER 27, 2010  
"FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN"™ in  
McLEAN COUNTY

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children;

WHEREAS, 15 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs;

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse;

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse are well documented;

WHEREAS, parents who engage in their children's lives – through such activities as frequent family dinners – are less likely to have children who abuse substances;

WHEREAS, family dinners have long constituted a substantial pillar of family life in America;

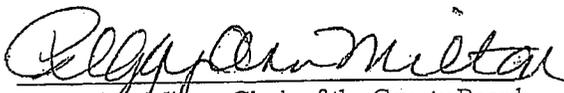
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

The McLean County Board hereby proclaims Monday, September 27, 2010 as "Family Day – A Day to Eat Dinner With Your Children"™ in McLean County.

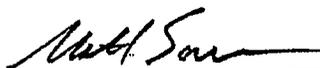
ADOPTED by the McLean County Board this 21<sup>st</sup> day of September, 2010.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman  
McLean County Board

Member Owens/Black moved the County Board approve a Request Approval of Resolution of the McLean County Board Proclaiming Monday, September 27, 2010 "Family Day - A Day to Eat Dinner with Your Children"™ in McLean County - County Administrator's Office.

Member Gordon stated: I'm going to vote present on this not because I have any reservations about that day but I think the other 364 or in leap year 365 days families should also be eating dinner with their children.

Clerk Milton shows all Members present voting in favor of the Motion except for Member Gordon. Motion carried.

Member Owens, Vice Chairman, presented the following:

AMENDMENT TO THE LIQUOR CONTROL ORDINANCE  
COUNTY CODE CHAPTER 31

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

WHEREAS, the McLean County Liquor Control Commission has recommended that certain amendments be enacted to create a new class F license that will allow persons holding licenses issued by McLean County or by a city, town or village within McLean County to sell alcoholic beverages at social functions held on non-licensed premises within McLean County; and

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

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

1. That Section 31.05 be amended to read as follows:

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

2. That Section 31.17 be amended to read as follows:

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

3. That Section 31.19 be amended to include the following:

Section 31.19 LICENSE CLASSIFICATIONS.

(F) ~~RESERVED~~ Class F licenses shall authorize the retail sale of alcoholic beverages as defined in this Ordinance on a specified date and site for consumption on such site on such date in connection with a one-day private social function, including but not limited to a wedding, birthday party, retirement party, reception following a religious event, graduation party, family and/or school reunion, attendance at which is by invitation only and does not require purchase of a ticket or payment of a fee for admission to the function. Such licenses shall be issued only to holders of current Class A, B or D licenses issued by McLean County or holders of comparable licenses issued by any town, city or village within McLean County and shall only authorize the holder to sell the type of alcoholic beverages authorized by holder's McLean County, town, city, or village license. There shall be a separate license required for each function and there will be no more than 12 licenses issued to any one license holder during any calendar year.

4. That section 31.20 be amended to include the following:

Section 31.20 LICENSE FEES.

Class F Licenses - \$100.00 per social function which excludes Clerk fee.

5. That section 31.21 be amended as follows:

Section 31.21 FILING OF APPLICATION. New applications or renewal applications for such license shall be made in writing by the applicant to the County Clerk, McLean County, Illinois, accompanied by the required Clerk's fee and the applicable filing fee in cash, check or money order; the County Clerk shall then refer applications for Class A, B, C D, and G licenses to the Commission and applications for Class E and F licenses to the Liquor Control Commissioner and shall transfer the license fee in the same manner as all license fees received in his office. The County Clerk's fee for accepting the license application shall be \$5 per license, and shall be submitted in cash, check or money order with the application. Renewal applications shall be submitted to the County Clerk no later than 30 days prior to the expiration of the license to be renewed.

6. That Section 31.24-1 be added to include the following:

Section 31.24-1 APPLICATION CONTENTS – INSURANCE – CLASS F. Applications for Class F licenses under the terms of this Ordinance shall be signed by the duly authorized agent(s) of the applicant. The application shall be submitted to the McLean County Clerk no later than 14 days prior to the date of the scheduled function. The application shall contain the following:

- (A) Name, address and telephone number of license holder making the application, name under which license holder does business and address and telephone number of premises for which holder has license
- (B) Type of function, date and hours of function, and common description of the location for which license is requested.
- (C) The information required in Paragraphs (A), (C), (D) and (E) of Section 31.22 of Ordinance.
- (D) If the applicant does not hold a Class A, B, or D license issued by McLean County, a copy of the current license issued by a town, city, village within McLean County with an affidavit stating that the applicant has not been cited for any violations of liquor control ordinances of the issuing city, town or village within the past twelve months preceding the application.
- (E) Certification of insurance issued by an insurance carrier authorized to do business with the State of Illinois insuring the business under the Dram Shop laws of the State of Illinois, for the date and location of the function said certificate reflecting Dram Shop insurance coverage in amounts of not less than \$20,000 per person and \$50,000 per occurrence. Such insurance coverage shall be for the full term of the license for which application is made.

- (F) Illinois Liquor Control Commission Retail License number and proof of application for a Special Use Permit License from the Illinois Liquor Control Commission

If the application is approved and the license issued, the McLean County Clerk shall promptly notify the McLean County Sheriff in writing of the issuance of the Class F license. Such notice shall include a copy of said license.

Adopted by the County Board of McLean County, Illinois this 21 day of September, 2010.

ATTEST:

APPROVED:



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



Matt Sorenson, Chairman of the  
McLean County Board

Member Owens/Caisley moved the County Board approve a Request Approval of an Ordinance Amending Chapter 31 to Create a New Classification of Liquor License - Liquor Control Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report and minutes from other various meetings can be found on pages 59-96 in your packet.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chairman, presented the following:

Member Gordon stated: The Land Use and Development Committee brings no items for action to this meeting and if you are looking for a general report I wish you the best of luck.

PROPERTY COMMITTEE

Member Moss, Vice Chairman, presented the following:

Member Moss stated: The Property Committee brings no items for action today; our General Report can be found on pages 97-100 in your packet.

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:



INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Chairman Owens and Members of the Finance Committee  
FROM: Philip Dick, AICP, Director *PD*  
DATE: August 18, 2010  
RE: Rural Public Transportation by SHOW BUS

---

The following is an application for a Capital Assistance grant with the Illinois Department of Transportation. This grant request is for \$100,000.00 (100% State funding) for vehicle maintenance equipment to be used by SHOW BUS to provide rural public transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties. Their maintenance facility is located in Chenoa, IL.

This will require a public hearing at the County Board meeting at 9:00 AM on September 21, 2010 since this is a State grant for capital assistance.



# SHOW BUS

Public Transportation

24883 Church Street  
Chenoa, IL 61726

Business line: 309-747-2454  
Reservation line: 1-800-525-2454  
Fax: 309-747-2873

Mr. Benjamin Owens  
Chair, Finance Committee, McLean County Board  
115 East Washington  
Bloomington, IL 61701

August 17, 2010

Dear Mr. Owens:

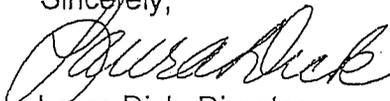
Attached please find the following:

## ILLINOIS JOBS NOW CAPITAL ASSISTANCE APPLICATION

Illinois Department of Transportation, Division of Public and Intermodal Transportation (IDOT) released this application as a result of Governor Quinn's decision to allocate capital funds from the Downstate Public Transportation Fund to various projects across the state. It appears, since the appropriations have been published, that this application will be successful. The application requests \$100,000 (100% State funding) for vehicle maintenance equipment to be used in the provision of rural public transportation in DeWitt, Ford, Iroquois, Livingston and McLean Counties. The maintenance facility is located in Chenoa, IL.

Thank you so much for your ongoing support of rural public transportation, and I look forward to answering any questions you may have at the upcoming meeting.

Sincerely,



Laura Dick, Director

cc: McLean County Building and Zoning Dept.

State of Illinois  
 Department of Transportation  
 Division of Public and Intermodal Transportation

Application for Capital Assistance Grant

Legal Name of Applicant		Date of Application
McLean County		August 17, 2010
Street Address, City, and Zip Code		
104 West Front Street, Bloomington, IL 61701		
Contact Person	Title	Telephone Number
Michael Behary	McLean County Planner	309-888-5160
Laura Dick	SHOW BUS Director (Provider)	309-747-2454

McLean County hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

A. Project Description (attach additional pages if necessary)

McLean County is the grantee for state and federal assistance to provide rural public transportation in DeWitt, Ford, Iroquois, Livingston and McLean Counties; the area covers over 4,200 square miles. Many routes extend beyond these boundaries, providing scheduled service to such cities as Kankakee, Champaign and Decatur, while many others provide service into the cities within the boundaries, such as Bloomington/Normal and Pontiac. However, as the system has grown and as the economy has worsened, effective preventative maintenance and timely, appropriate repairs have become problematic. Local maintenance shops that had been the mainstay of the maintenance/repair program have either closed or have reduced staffing in their facilities to the point that few qualified mechanics are willing to take the time to service the buses in a timely manner. The Regional Maintenance Centers, while valuable as information resources and for unusual repairs, are too distant to be used for routine maintenance and repairs. The fleet consists of twenty four vehicles and continues to grow. Given the number of long routes, it is not unusual for vehicles to log 3,000 miles a month. In order to maintain reliable service (especially over longer distances), accessible and responsive maintenance/repair service is of paramount importance. To that end, the system has recently leased a combined maintenance and storage facility in order to establish an "in house" maintenance program. In order to effectively, efficiently and safely build such a program, basic shop equipment is necessary. The more the shop is equipped, the more on site work can be accomplished. In addition, there will be a mobile component to the shop, allowing for off-site response. The requested funding would allow such purchases as a lift, hydraulic jack, hydraulic transmission jack, hand tool sets, air compressor, air processing equipment, engine stands, drill press, parts washers, welders, bench grinder, air conditioning UV dye injection system, battery service kits, testers and chargers, jack stand sets, lift, tool chests, work benches and carts, etc.

Please identify by name and title in the space below the chief officers of record of applicant's governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (add additional page if necessary):

Matt Sorensen  
Name

McLean County Board Chair  
Officer's Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Officer's Title

Applicant is a:

municipality

county

corporation

mass transit district

not-for-profit\*\*

other\*\* \_\_\_\_\_

\*\* For "not-for-profit" or "other" applicants, please provide a general description of applicant's services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

McLean County  
Applicant

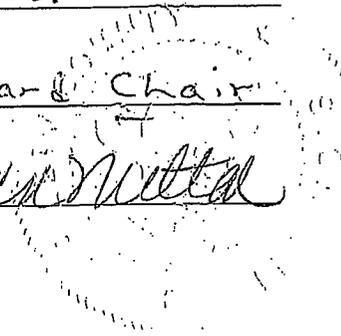
9-21-2010  
Date

Matt Sorensen  
Name of Authorized Official

County Board Chair  
Title

*Matt Sorensen*  
Signature

*Deanna Nitta*  
Attest



B. Project Justification (attach additional pages if necessary)
---

As discussed above, due to the reduction in qualified staff, local maintenance shops are no longer able or willing to provide services in a timely and effective manner. Recently, one vehicle had to be towed back three times to the same shop within a ten day period due to improper diagnostics. The costs of towing, sending out a new vehicle and another driver to cover the route and the loss of the vehicle from service are examples of increased service operating costs that have impacted the system. In addition, simple repairs (such as tightening brackets on batteries and properly evaluating brake pads) have increasingly begun to be overlooked by the shops, resulting in costlier repairs a few months later. Bringing maintenance in house will allow for greater oversight of effective preventative maintenance. Effective preventative maintenance will reduce repair costs and avoid or lessen on the road breakdowns.

In house maintenance of such specialized equipment as the lifts will obviate the need to tie up a driver for a full day to drive a vehicle to the nearest qualified shop to have the equipment serviced.

As the program becomes more established, it will become available for use to other transportation providers in the area. This goal (and the minimization of maintenance time while maintaining a safe and reliable fleet of vehicles) is part of Region Six's Human Service Transportation Plan (Goal 2).

In house maintenance will allow greater control over preventative maintenance scheduling, allowing work to be performed during low or off service hours. More vehicles will be available for service instead of either being ferried to various shops or sitting for days at a shop until a qualified mechanic can be assigned. And more drivers will be available to provide passenger service instead of delivering the vehicles to various shops.

In house maintenance will have the greatest impact on passenger service and safety. While the system has been extremely fortunate in the timing of the recent spate of on the road breakdowns, with the majority occurring prior to passengers boarding or after the passengers have been delivered, every breakdown negatively impacts the reputation of the service and affects morale of the staff. Most breakdowns result in schedule delays, and that is upsetting to everyone.

Preventative maintenance and proper diagnostics of potential issues are critical to maintaining high safety standards for every vehicle. While Driver Pre and Post Inspections are extremely important, they are only part of an effective safety program; they cannot replace dedicated mechanics who know the vehicles and care enough to go the extra mile in insuring the roadworthiness of each vehicle.

C. Use of "Innovative/Green" Technology
---

Please describe by project the use of innovative or green technology to be incorporated into the project.

One goal of the shop is to provide preventative maintenance and repair services in an ecologically responsible manner. Given the use of hazardous and potentially polluting materials in provision of such services, this goal is significant. Effective preventative maintenance and repair will also prolong the life each vehicle, and responsible use of resource rich assets should be an important component of conservation efforts.

1. Has this project been locally endorsed and identified in the local TIP?  YES  No  
 If no, can the TIP be amended in 30 -60 days?  YES  No
2. \_\_\_\_\_ Current fleet spare ratio: %
3. Fleet spare ratio with receipt of new vehicles: \_\_\_\_\_ %
4. Vehicle to be purchased from: (check one)  Own specifications and procurement  
 Purchase off existing state contract or CVP  
 Exercising an option on existing contract  
 Piggy-backing off another contract  
 Joint procurement
5. If using own spec/procurement: (check one)  Specifications are under development  
 Specs are complete-ready to bid  
 Bid process under way

D. Proposed Project Budget

Line Item Activity	TOTAL	Federal	State	Local	Estimated % of DBE Participation*
Purchase and installation of maintenance equipment	100,000		\$100,000		.07
<b>TOTAL</b>	100,000		100,000		

*Not applicable for any rolling stock purchase.*

E. Implementation Schedule

Implementation Schedule - Show anticipated contract obligations and cash disbursements by fiscal quarter after project approval. Percentages may be used, but please include dollar amounts as well. Please complete the fields below that are applicable to your project.

Fiscal Quarter (Example: 2010 1 <sup>st</sup> Quarter)	Major Activity Initiated	Contract Obligations	Cash Disbursements
<b>Procurement</b>			
Advertise	2011 2 <sup>nd</sup> Quarter		
Purchase	2011 2 <sup>nd</sup> Quarter	\$100,000	
Delivery	2011 2 <sup>nd</sup> Quarter		\$100,000
<b>Land Acquisition (if applicable)</b>			
<b>Design Consultant Contract Award (if applicable)</b>			
<b>30% Design</b>			
<b>60% Design</b>			
<b>90% Design</b>			
<b>Design Complete</b>			
<b>Construction</b>			
Advertise			
Award			
Start Date			
Completion Date			

## Appendix A: Public Hearing Notice

### COUNTY PUBLIC TRANSPORTATION NOTICE

RE: Capital Assistance Grant Application to purchase and install vehicle maintenance equipment

I. Notice is hereby given that a public hearing will be held by McLean County:

At 9:00 AM, September 21, 2010, in Room 400, Government Center, 115 East Washington Street, Bloomington, IL 61701 For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to its Capital Grants Program. The project is generally described as follows:

- A. Project Description: Purchase and installation of vehicle maintenance equipment to be used in the maintenance of the fleet used to provide rural public transportation
- B. Relocation: Relocation Assistance will not be required.
- C. Environment: This project is being implemented to minimize environmental impacts.
- D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.
- E. Elderly and Handicapped: All new facilities included in this project will be accessible to the elderly and handicapped.

II. At the hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of the project. Interested persons may submit orally or in writing evidence and recommendations with respect to said project.

III. McLean County requests that any hearing impaired person wishing to attend this Public Hearing notify Michael Behary, McLean County Planner, 309-888-5160 at least one week before the scheduled hearing date so that arrangements can be made to provide an interpreter.

IV. A copy of the application for a state grant for the proposed project will be made available for public inspection at McLean County Department of Building and Zoning: Contact Michael Behary, McLean County Planner, 115 East Washington Street, Room M102, Bloomington, IL 61701, phone 309-888-5160.

## Appendix B: Historic Preservation For Fixed Facility Projects Only

### Basic Review Information Requirements

If the project can be considered one of those projects shown in the attached list as having no effect on historic preservation, please simply indicate same.

On the other hand, in order to request the comments of the State Historic Preservation Officer concerning possible project effects on cultural resources for purposes of the National Historic Preservation Act or the Illinois State Agency Historic Resources Protection Act, the following information should be provided:

1. Description of proposed undertaking.
2. Name of managing, funding, or licensing agency (state or federal).
3. Name of satellite agencies involved in project (state and federal).
4. Project address(es); street, municipality, and county.
5. Map (USGS 7.5 minute series topographic) of project location, and project site plan, if applicable.
6. Current photos of all standing structures within the project area (no Xerox).
7. Project plans and specifications if applicable.
8. Participating federal, state, and local funding sources/programs.

This information should be addressed to:

Deputy Historic Preservation Officer  
Preservation Services Division  
Illinois Historic Preservation Agency  
Old State Capitol  
Springfield, IL 62701

## Appendix B (Continued)

### Projects with no effect on Historic Preservation

1. Purchase or rehabilitation of rolling stock.
2. Equipment purchases and installation.
3. Replacement / installation of railroad crossing signal systems.
4. Rebuild / resurface an existing parking lot as long as no enlargement occurs.
5. Construction of bus turnouts of less than one acre on existing right-of-way.
6. Construction of bus layover facilities of less than one acre on existing right-of-way.
7. Construction of passenger stations / shelters of less than one acre on existing property where no demolition occurs.
8. Construction of sidewalks on existing right-of-way.
9. Parking deck replacement or expansion (vertical).
10. Underground fuel storage replacement / installation on transit property.
11. Rehabilitation work done on existing facilities less than 40 years old (garages, stations, rail yards, buildings, structures, electrical, signal, and communication systems).
12. Replacement of ballast, ties, and rail on existing right-of-way.
13. Replacement of bridges less than 40 years old where no more than one acre of new right-of-way is required.
14. Construction of pedestrian canopies.
15. Engineering / planning studies for the classes of action included above.

# Appendix D: McLean County Board Resolution

## Resolution

No. \_\_\_\_\_

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation's authority to make such Grants, makes funds available to offset certain capital costs of providing and improving public transportation facilities; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of McLean County.

Section 2. That the McLean County Board Chair, or in the Chair's absence or by direction from the Chair, the Vice Chair is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 3. That the McLean County Board Chair, or in the Chair's absence or by direction from the Chair, the Vice Chair is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation in connection with the aforesaid application for said grant.

Section 4. That the McLean County Board Chair, or in the Chair's absence or by direction from the Chair, the Vice Chair is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

PRESENT and ADOPTED the 21st day of September, 2010

Attest:

Approved:



Peggy Ann Milton  
County Clerk  
McLean County



Matt Sorensen  
Chair  
McLean County Board

Member Owens/Ahart moved the County Board approve a Request Approval of a Capital Assistance Grant with the Illinois Department of Transportation for Vehicle Maintenance Equipment to be used by SHOW BUS to Provide Rural Public Transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties - Building & Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



## INFORMATION MANAGEMENT SOLUTIONS

### Software License and Software Assurance Addendum

This *Software License and Software Assurance Addendum* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Software and Software Services Schedule* ("Schedule") and is being executed under Cott's *Master Agreement for Products and Services* in order for Cott to provide the software and services described herein.

- 1. Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule, including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
- 2. Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the latest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recording or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within ten (10) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within ten (10) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remediating program errors, as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 3. Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, for the term of the contract, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software bug. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
- 4. Software Assurance Fees.** The Software Assurance fees will remain fixed through the Initial Support Term, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.

After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is



## INFORMATION MANAGEMENT SOLUTIONS

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE 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 SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

11. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, Information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
12. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, 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, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the Internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
13. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
14. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
15. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
16. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and 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.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules by agreement of both parties may be executed at anytime during the term of this Addendum and will become part of and be incorporated in this Addendum.



## INFORMATION MANAGEMENT SOLUTIONS

### Software and Software Services Schedule (includes Renewal)

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

Prepared on Wednesday, September 01, 2010

Cott to provide the following software and software services for an Initial Support Term of sixty (60) months:

- Upgrade to resolution<sup>3</sup>
- Auto Indexing software capability
- Online Index Books software and project
- Software Assurance for resolution<sup>3</sup>, Auto Indexing software, Online Index Books software



Advancing your office to resolution<sup>3</sup> means your Land Records Management software will now be utilizing the latest Microsoft .NET technology for fees, indexing, imaging and search. resolution<sup>3</sup> provides increased flexibility, greater operational efficiency, ease of use for even the novice computer user, outstanding performance, greater stability and definitive accuracy. resolution<sup>3</sup> also provides a fluid path to future software updates with the unchanged, outstanding quality of Cott customer support.

#### Scope of Project

- Install resolution<sup>3</sup> on servers and stations currently running Resolution
- Train you, your staff and your in-office public searchers on the updated features so as to provide the maximum efficiencies afforded by the software.

#### Assumptions and Requirements

- Customer is currently subscribed to Software Assurance for Resolution.
- Customer's participation in User Group meeting or webinar featuring resolution<sup>3</sup> is highly encouraged.
- Before software training begins, any changes in office procedures, workflow and job duties must be relayed to all staff involved.
- Trainees must be available during the scheduled training sessions.
- Cott Customer Support requests will be addressed as defined in Cott's Service Level Agreement for resolution<sup>3</sup> - First 60 Days.
- Cott will install resolution<sup>3</sup> and related third party software on workstations and servers.
- While resolution<sup>3</sup> has capabilities to bring efficiencies to Customer's document workflow, customer is not required to change their current workflow in any manner.
- Each web server for resolution<sup>3</sup> requires 3<sup>rd</sup> party software.
- Each resolution<sup>3</sup> workstation requires a 3<sup>rd</sup> party software bundle.
- Customer's current right to use Resolution software automatically transfers over to resolution<sup>3</sup> software. For example, if customer has a perpetual right to use Resolution software, customer is granted same perpetual right to use resolution<sup>3</sup> software. Reversely, if customer has a right to use Resolution software for a specified term, customer is granted same right to use resolution<sup>3</sup> for same specified term.



## INFORMATION MANAGEMENT SOLUTIONS

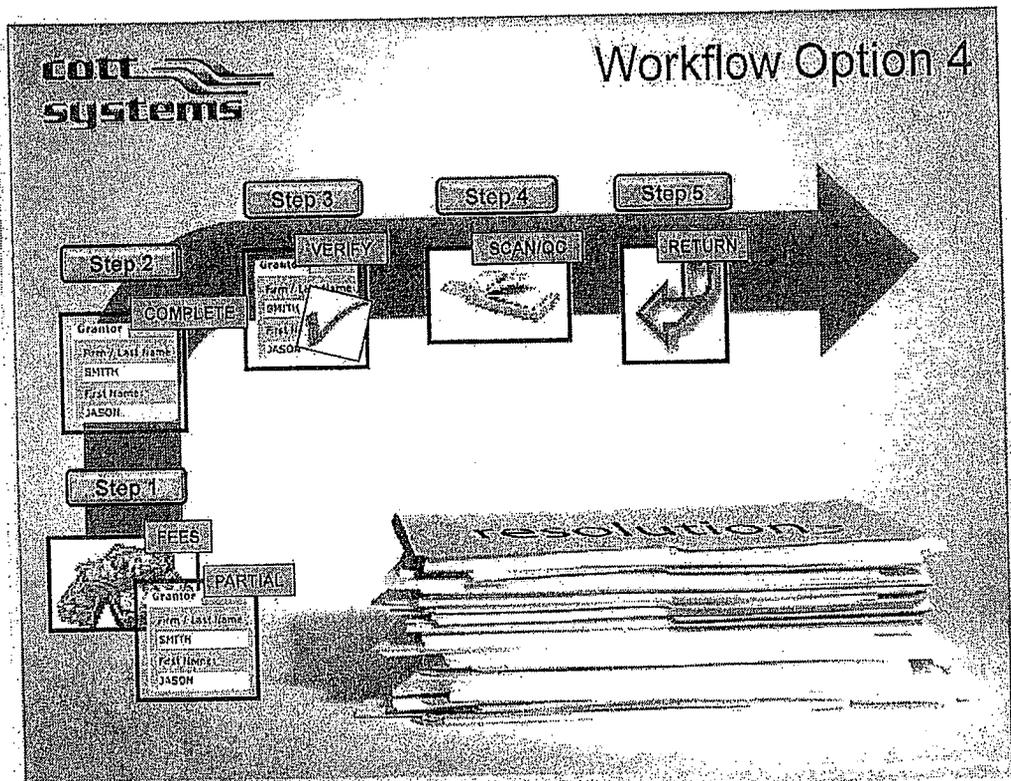
- Customer is responsible for any additional equipment they may desire to improve their workflow; please check Hardware Specifications page for compliancy
- SQL 2005 is required on Database Server.

### Cott To Supply

- resolution software
  - 3<sup>rd</sup> party software license for web services (IIS) one (1) server
  - 3<sup>rd</sup> party software licenses for each of the seven (7) resolution workstation(s)
  - Training: Onsite installation of software, 6 ½ onsite days of training, scheduled according to Customer's preference.
  - Software Feature/Functionality Commitment – implementation may occur after transition to resolution
1. Parcel# Integration
    - a. Provide ability to link to Parcel# from index search.
    - b. Provide ability for other offices to link to recorder's records.
    - c. Create integration point to pull in legal description information from County Assessor's office during recording process.
    - d. Create interface for GIS or other departments to enter/maintain parcel# on recorded documents (establish standardized workflow potentially).
  2. On-Demand Indexing from Image – Provide ability to access a queue of images that need to be indexed.
  3. Public Search (eSearch)
    - a. Create a searcher BLOG controlled by recorder's office that would allow searchers to share knowledge about specific index records or searching in general.
    - b. Provide ability to centralize communications from searchers who want to notify the office of recording errors.
    - c. Expand search statistics and provide management reporting showing details of all searching activity.
  4. Automated email of selected image pages to selected submitters (normally 1<sup>st</sup> & last page).
  5. Include interactive OCR capability to allow selected information from images to be automatically populated in recording fields to allow greater flexibility with documents outside the usual auto indexing of E-Recording documents.
  6. Enhanced Reporting of financials
    - a. Electronic Payment Disbursements: ability to distinguish several types of electronic payment methods in reports.
    - b. Daily Balancing Report
    - c. Daily County Treasurer's deposit ticket, now generated by spreadsheet in the Recorder's office, to be generated from within Resolution3.
  7. Ability to establish master online user accounts, which will allow sub users to be managed as part of the larger master account access and communications.

8. All eRecording Agreements for the state of Illinois that Cott enters into will abide by the Illinois State Electronic Recording Rules (14 Illinois Administrative Code 1400) are incorporated herein by reference.

Along with this product installation and replacement of Resolution software, all references to Software or Application Software in the existing agreement shall be deemed to refer to the Cott Software replaced hereunder. The term of the resolution license will expire in accordance of the terms of the End User License and Software Assurance Agreement dated 3/25/2002.





## INFORMATION MANAGEMENT SOLUTIONS

### Auto Indexing

Auto Indexing software applies data extraction technology to scanned documents for the pre-population of index entry fields, with the goal of significantly reducing the amount of manual index data entry.

Auto Indexing uses a rules based search process to identify the key words, phrases and patterns of text to capture Book number, Page number, first and second party names, etc for indexing. This information will be captured from the image after scanning, but before indexing within the workflow. Auto Indexing passes data into the indexing verification screen for validation of the captured data by county staff resources. The captured data is highlighted on the image in a side-by-side image and data verification process, which allows for faster, more accurate processing of documents.

Auto Indexing, Cott's automated indexing solution, has been deployed to automate the accurate capture of index fields for many counties. Auto Indexing regularly provides data entry automation of 70% or greater, allowing your staff to focus on the validation of captured data. Not only does Auto Indexing reduce the amount of data entry in your office, it helps the county increase the accuracy of data and provides for a consistent standard of indexing.

#### Scope of Project for Auto Indexing

- Install Auto Indexing software on servers and stations currently running resolution 3.
- Fees will remain fixed through the Initial Support Term, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider.
- Documents Types to be considered by Auto Indexing are:
  - Official Records
  - Finance Statements
  - Births
  - Military Discharges
- Fields to be considered for capture by Auto Indexing are:
  - Grantor(s), Grantee(s)
  - Type of Document, Legal Description
  - Property Address, Owner's Address
  - Instrument Date
  - PIN number
- Train you and your staff on Auto Indexing features so as to provide the maximum efficiencies afforded by the software.

#### Assumptions and Requirements for Auto Indexing

- Current version of resolution 3 is deployed.
- Customer is currently subscribed to Software Assurance for resolution 3.
- Before software training begins, any changes in office procedures, workflow and job duties must be relayed to all staff involved.
- Trainees must be available during the scheduled training sessions.
- Cott will install Auto Indexing and related third party software on workstations and servers.
- Auto indexing OCR engine license will be granted to the Customer's office for sole use by resolution 3. If other offices in the town wish to embark on OCR and/or Auto Indexing projects, these will be addressed in a separate licensing agreement.
- MS Windows Server 2003 and a minimum of 4GB of memory is a server requirement for Auto Indexing OCR engine. Customer is responsible for providing for these hardware and/or operating system requirements.



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## INFORMATION MANAGEMENT SOLUTIONS

### Project Milestones for Auto Indexing

The following is an example of a possible timeline for this project. All timing is contingent upon a signed agreement being executed as well as mutually agreed upon dates for the Review of Statistics & Rules, and the Training of staff.

- |                                      |                |
|--------------------------------------|----------------|
| • Signed Contract received by Cott   | Customer       |
| • Sample Images Gathered             | Cott, Customer |
| • Index Rules Set Established        | Cott           |
| • Demo: Review Statistics & Rules    | Cott, Customer |
| • Acceptance of Rules (verbal)       | Customer       |
| • Solution installed for Full Review | Cott           |
| • Training of Customer's staff *     | Cott           |
| • Deployment/Go-Live *               | Customer, Cott |

\* Auto Indexing to be implemented in conjunction with resolution # upgrade



INFORMATION MANAGEMENT SOLUTIONS

Online Index Books with Record Books

Cott Systems will provide the service to receive images of the Index Books and Record Books specified and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual index book images and associated document images online. Users can search by the first letter of the name using the logic provided by the existing index, be placed on the first page of the index book where the entry resides, then electronically "page" through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.



Index Books	Time Frame	Index volumes	Total Images	Sheet Size	Binder Style
Deed Index #1	From Beginning To _____	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #2	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #3	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #4	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #5	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #6	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #7	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #8	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #9	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #10	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #11	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #12	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #13	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #14	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #15	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound



**INFORMATION MANAGEMENT SOLUTIONS**

Deed Index #16	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #17	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #18	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #19	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #20	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #21	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #22	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #23	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #24	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #25	From ___ To ___	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound
Deed Index #26	From ___ To 12/31/1969	2 Volumes (1Gtor/1Gtee)	555	18 x 15	Bound

**Total estimated index pages provided by County to Cott: 31,200**

Record Books	Book Range	# of Books	Total Images
Deeds	Undetermined	Undetermined	30,000

**Total estimated record book pages provided by County to Cott: 30,000**

**Project Management for Online Index Books**

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

**General Assumptions – Online Index Books**

- A supported version of Cott's Online Index Books Search application is currently installed and running.
- Customer is granted a perpetual right and license to use the Online Index Books software.
- The import software program is for this project's use and shall expire upon completion of this project.



## INFORMATION MANAGEMENT SOLUTIONS

- Source documents provided and utilized by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- Images provided to the Cott by Customer will be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files at 200 x 200 DPI.

### General Requirements – Online Index Books

- Customer must assign page numbers (1, 2, 3, 4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs to be used in identifying and tracking each image, if not already numbered).
- Cott will track the Customer's media/images from receipt to return.
- Cott will provide Quality Control for sequencing and naming of images to match the actual page numbers or instrument numbers on the documents.
- A Missing Page Report will be provided in the event missing pages are encountered.
- Upon starting the project, monthly updates will be given to the Customer until the project is completed.

### Project Plan for Online Index Books

Customer acknowledges that in order for Cott to carry out the following Implementation Plan, Customer is required to fulfill the responsibilities described below:

#### Phase I - Planning

Receipt of signed contract by Cott	Customer, Cott
Issue Invoice to Customer	Cott
Receive images provided by Customer per Cott specifications	Customer
Evaluate images for quality and completeness	Cott, Customer
Catalogue and process images	Cott
Assignment of Implementation Specialist	Cott
Customer contacted with dates/times of training	Cott
Training/installation tickets created	Cott

#### Phase II - Implementation

Customer's Base System analysis	Cott
Software and data prepared for shipping to Customer	Cott
Issue Invoice(s) to Customer	Cott
Setup conferencing date/time	Cott
Final project review	Cott

#### Phase III - Deployment

Installation of software and data on Customer's Base System	Cott, Customer
Installation of any necessary hardware on Customer's Base System	Customer
Complete training with Customer	Cott
Issue Invoice(s) to Customer	Cott

#### Phase IV - Post Implementation & Deployment

Alert Professional Services of training completion	Cott
30-day courtesy call from Customer Satisfaction Coordinator	Cott



## INFORMATION MANAGEMENT SOLUTIONS

### Software Assurance

- Software Assurance allows unlimited phone support and unlimited remote modem support as outlined in the Customer Support Processes Exhibit.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined Software Update Process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.
- Applies for resolution software, Auto Indexing Software, Online Index Books Software.
- Initial Support Term: 60 months

Cott Customer Support is available Monday through Friday, 7:00 am through 6:00 pm, Eastern Time. All incoming support requests will be addressed as defined in Cott's Customer Support Processes Exhibit. Cott requires a high speed connection to be established by the customer, through which Cott can remotely connect to servers and workstations where support is needed. If a high speed connection is prohibited, a dial-up connection may serve as a substitute though delays may result. Cott asks that Customers identify one point of contact to communicate all technical information related to Cott provided hardware and software. This includes communications relating to software updates, hardware upgrades, technical site visits, configuration changes, customer support processes, and any other relevant technical information. Customers may be expected to perform computer related tasks and/or physical movement of computer peripherals; to assist in maintenance and troubleshooting of customer equipment and/or software. Customers may also be called upon to record and communicate details regarding any issues reported to Cott.



INFORMATION MANAGEMENT SOLUTIONS

Fees

Valued Customer Project Fee \* \$13,500

\* Valued Customer Project Fee is subject to 60 month renewal of Software Assurance; renewal term begins upon Go-Live Date for resolution<sup>®</sup> and Auto Indexing

Initial Support Term: 60 months

Monthly Software Assurance Fees

- Auto Indexing to be implemented in conjunction with resolution<sup>®</sup> upgrade.

Resolution (current)	\$1,525/mo.	Good through go-live of resolution <sup>®</sup>
For resolution <sup>®</sup>	\$1,525/mo	Effective upon go-live of resolution <sup>®</sup> ; months 1-36
For resolution <sup>®</sup>	\$1,570/mo	Effective from months 37-60
For Auto Indexing	\$200/mo	Effective on go-live of Auto Indexing in resolution <sup>®</sup> ; months 1-60

Schedule of Payments

Invoice on January 1, 2011 or on Go-Live Date, whichever is later	\$13,500
Invoice upon Deployment/Go-Live Date for resolution <sup>®</sup> & Auto Indexing	\$1,725/mo for months 1-36 <sup>1</sup>
Invoice monthly for resolution <sup>®</sup> & Auto Indexing	\$1,770/mo for months 37-60
Invoices due within (30) thirty days of issue.	

This Addendum and Schedule are by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified below, and is being executed as an exhibit to Cott's Master Agreement for Products and Services in order

<sup>1</sup> \$200 increase will occur January 1<sup>st</sup> or upon go-live of Auto Indexing, whichever is later. If go-live is later than January 1<sup>st</sup>, it will not lengthen the contract beyond the 60 months.



INFORMATION MANAGEMENT SOLUTIONS

for Cott to provide the services described herein. Cott and Customer have entered into this Addendum and Schedule as of the date it is signed by Customer, under the provision this Schedule is only valid when signed by customer within (90) days of the date of signature by Cott.

Master Agreement for Products and Services

September 22, 2008  
(Date Signed)

COTT SYSTEMS, INC.

McLean County IL  
(County, Parish, Town)

CUSTOMER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Gary J. Ross  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Matt Sorensen, Chairman, McLean County Board      Date

\_\_\_\_\_  
H Lee Newcom, McLean County Recorder      Date

\_\_\_\_\_  
Attest: Peggy Ann Milton, McLean County Clerk      Date

Seal

Please sign both originals, keep (1) for your records and return (1) original to Cott

To Cott Systems  
ATTN Debbie Wilson  
350 East Wilson Bridge Road  
Worthington OH 43085



## INFORMATION MANAGEMENT SOLUTIONS

### Customer Support Processes Exhibit

"Cott Systems has the best customer support in the industry...in ANY industry!  
It is phenomenal!"  
\*Windsor Locks, CT\*

#### Philosophy

Cott Customer Support is best in class. Our relationship with the customer, seeing them as a member of the Cott family, has been key to our success. Our team of analysts and programmers has been working in this industry on average for 10+ years. They are passionate about ensuring your experience is nothing less than excellent. We know that Customer Support is most often the reason a customer will choose to stay or leave their software vendor. Cott is focused on the customer's experience. In fact, our management philosophy across the organization is "serve the customer or serve someone who is". Retaining our customers is vital! Cott Customer Support is its own business unit that has Board level visibility and Key Performance Indicators (KPI's) to measure customer satisfaction levels, response/resolve rates and answer time (these are just a few of the key metrics). We provide our customers with the best support possible; this high level of customer care has resulted in Cott having an exceptional level of customer retention!

#### What Customers Can Expect

- Customized Support: a dedicated staff providing a customized level of service with a personal touch (our customers are a part of our family).
- Personable Greeting: a warm live voice always answers the phone 7:00 a.m. - 6:00 p.m. EST.
- Experienced Analyst: The analysts at the support desk have an average of 10 years experience working in the industry.
- Monitoring: Key performance indicators monitored at the executive board level to ensure we are maintaining adequate service levels.
- Sense of Urgency: a defined escalation procedure that includes weekly operational meetings to review accounts that require extra care.
- State & Industry Wide User Groups and Conference Calls: an opportunity to network with peers, discuss state initiatives, software tips & tricks, workflow processes, etc.

#### How Your Journey Begins: Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- Toll free hotline: 800-588-COTT
  - On average, 95% of all calls are answered in less than 2 min.
  - On average, 80% of all calls are answered in less than 20 seconds.
  - Cott- in house- personnel are available during normal business hours: Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.
  - Voicemail: During business hours or after business hours, Cott customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail will be checked every hour during normal business hours.
- Email: support@cottsystems.com
  - For less urgent issues, a Customer Support representative will check all email sent to this address within one hour of receipt during normal business hours.
- Fax: 866-540-1072
  - For less urgent issues, a Customer Support representative will check all faxes sent to this number within one hour of receipt during normal business hours.

350 East Wilson Bridge Road • Worthington OH 43085 • 800.234.2688 • www.cottsystems.com • Page 15 of 19



## INFORMATION MANAGEMENT SOLUTIONS

### Service Level Agreement

We believe it is important to set goals and communicate expectations. As a result, we have a Service Level Agreement (SLA) that is in place to serve two purposes, 1) communicate with our customer when they can expect a matter to be responded to and resolved, and 2) provide our team a goal that is measurable for performance management (to ensure your experience is excellent).

**Respond Time:** The time it takes to assign the issue to a customer support analyst.  
 ■ On average, 82% of issues are responded to within SLA.

**Resolve Time:** The time it takes to completely resolve the issue.  
 ■ On average, 83% of all issues resolved within SLA, 50% resolved the same day.  
 Resolve times are estimated--times may vary depending on the circumstances (i.e. complexity, connectivity, 3<sup>rd</sup> party support, resource availability, etc.).

Level	Definition	Estimated Respond & Resolve Times
Priority 1 (High)	Problem/Request that is significantly impacting office workflow to the point of zero productivity; <u>there is no workaround.</u> Issue involving data integrity.	0-30 min. Respond 0-6 hrs. Resolve
Priority 2 (Medium-High)	Problem/Request is impacting office workflow; however, <u>there is a workaround.</u>	0-2 hrs. Respond 0-3 Days Resolve
Priority 3 (Medium)	Problem/Request has minimal impact on office workflow; more of an isolated problem.	0-1 Day Respond 0-5 Days Resolve
Priority 4 (Medium-Low)	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve
Priority 5 (Low)	Change/Enhancement requests. Or, other types of requests that require careful planning or significant resource time.	To Be Determined

*All estimates are based on normal business hours and business days.*

### Escalation Procedures

To ensure our customer's experience is positive, we have an escalation process that can be engaged anytime by a customer and/or internally to create more awareness and responsiveness to customer issues. This process is supported by a weekly operations meeting which is attended by executive level staff. All escalated issues are reviewed and action plans are developed to remedy as soon as possible.

Customers may contact Cott's Customer Support Manager at any time to discuss matters of concern.

Customer Support Manager  
 Jodi Passwaters  
 Office: 800-234-COTT, Ext.257  
 Email: jpasswaters@cottsystems.com

Vice President, Marketing/Customer Support  
 Jodie Bare  
 Office: 800-234-COTT, Ext.316  
 Email: jbare@cottsystems.com

President  
 Gary Ross  
 Office: 800-234-COTT, Ext 289  
 Email: gross@cottsystems.com

350 East Wilson Bridge Road • Werthington OH 43085 • 800.234.2688 • www.cottsystems.com • Page 16 of 19



## INFORMATION MANAGEMENT SOLUTIONS

### Customer Support Structure & Processes

A Cott Customer Support Call Coordinator will be handling the majority of all incoming requests. The coordinator is responsible for monitoring all incoming contact via the toll-free hotline, email and facsimile to customer support. Tier 1 and Tier 2 Technicians will share this responsibility in the event the coordinator is unavailable. The coordinator's role is not to solve incoming customer requests. The coordinator will gather requests coming into customer support, then distribute to the proper resource group (Tier 1, Tier 2, or Tier 3) using group queues. This ensures minimal hold times and allows customer support to more effectively and efficiently resolve issues.

**Tiered Support:** There are three distinct tiers within Customer Support. This tiered structure ensures proper levels of knowledge and focus for issues reported.

- **Tier 1 (Generalists):** Comprised of technicians who are generally knowledgeable about all facets of requests coming into support, Tier 1 strives to resolve the issue within one phone call and with minimal time. The industry standard shows that 48% of issues are resolved at the Tier 1 support level; Cott Support resolves 54% of customer issues at Tier 1.
- **Tier 2 (Specialists):** Comprised of technicians who focus on complex issues, Tier 2 typically resolves 90%-95% of assigned issues. The industry standard for issues resolved at the Tier 2 support level is 16%; Cott Support resolves 36% of customer issues at Tier 2.
- **Tier 3 (Experts):** Comprised of systems engineers and software developers who are subject matter experts, Tier 3 has a group focused on hardware and systems issues, and a group focused on software issues.

### Software Assurance

Cott's Software Assurance allows unlimited phone support and unlimited remote modem support. Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined software update process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

### Customer Service Excellence: what our customers say

Every year we work with an outside Customer Loyalty Auditing firm who surveys our customers to inquire about their experience with Cott. This auditing firm provides an annual report to help us understand what we do really well and the areas we can improve upon. It is through this program that we know so many of our customers are not just satisfied but loyal. In fact, 97% of the customers surveyed indicated they would likely recommend Cott to others. We will share with you some direct quotes from our customers. We also encourage you to call our customers to hear what they have to say directly.

- *"Best support desk I have ever dealt with, they always jump right on my problem and fix it right away."* Sherry Odom, Marlboro, SC
- *"I find everyone very helpful and excellent at getting back to us regarding our issues. They are always willing to resolve things quickly for us."* Patty Williams, Salisbury, CT
- *"We are very happy with customer service at the support desk."* Kim Garvis, Durham, CT

*"As Customer Support Manager, I am the champion of every Cott customer. I value our customers and realize that I am the overseer of a precious commodity; customer perception."* Jodi Passwaters, Cott Support Manager



INFORMATION MANAGEMENT SOLUTIONS

Service Level Agreement for resolution<sup>SM</sup> - FIRST 60 DAYS

Cott is committed to a Service Level Agreement ("SLA") for resolution<sup>SM</sup> installation issues reported to Customer Support. The SLA establishes response times and resolve times, based on priority level.

Cott Customer Support will attempt to respond to and resolve customer issues within the time-frames outlined in the table below.

**Respond Time:** Cott will confirm awareness and assignment of issue and begin troubleshooting within this time frame  
**Resolve Time:** Cott will strive to solve the issue within this amount of time \*

\*Resolve times are estimated. Times may vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, resource availability, etc.)

All estimates are based on normal business hours and business days.

Level	Definition	Estimated Respond/Resolve Times*
Priority 1 (High)	<p>Problem/Request that is significantly impacting office workflow to the point of zero productivity; <u>there is no workaround.</u></p> <p>Issue involving data integrity.</p> <p>Or situation requires priority focus due to extenuating circumstances.</p>	<p>0-30 min. Respond</p> <p>0-6 hrs. Resolve</p>
Priority 2 (Medium-High)	<p>Problem/Request is impacting office workflow; however, <u>there is a workaround.</u></p> <p>Or situation requires priority focus due to extenuating circumstances.</p>	<p>0-2 hrs. Respond</p> <p>0-1 Days Resolve</p>

Any resolution<sup>SM</sup> support calls during Go-Live and for 60 days thereafter are a Priority 1 or 2.

This SLA may be redefined as needed based on customer needs. This SLA is only valid beginning Go-Live and the 1<sup>st</sup> sixty days thereafter. After such point, the original SLA entitled Customer Support Processes Exhibit will apply.



## INFORMATION MANAGEMENT SOLUTIONS

### Recommended Hardware Specifications

#### DB Server

1. Quad Core Intel® Xeon® E5410, 2x6MB Cache, 2.33GHz, 1333MHz
2. 4GB RAM
3. Ultrium Tape Drive
4. Windows Server 2003 R2/2008 (Correct # of CALs) (Required)
5. Microsoft SQL Server 2005/2008 (Required)

#### Web Server

1. Quad Core Intel® Xeon® L5410, 2.33GHz, 2x6M Cache, 1333MHz FSB
2. Windows Server 2003 R2/Server 2008 (Required)
3. 4GB RAM

#### Workstations/Search Stations

1. Intel® Core™ 2 Duo Processor E2220 (2.4GHz, 2M, 800MHz FSB)
2. Windows® XP Professional, SP3, x32, Windows XP Professional (Required)
3. 2GB RAM (1GB required)

#### Dual Monitor Workstations

1. Intel® Core™ 2 Duo Processor E2220 (2.4GHz, 2M, 800MHz FSB)
2. Windows® XP Professional, SP3, x32, Windows XP Professional (Required)
3. 2GB RAM (1GB required)
4. 2 - 19" UltraSharp 1908FPW Widescreen, Adjustable Stand, VGA/DVI
5. 256MB ATI Radeon 2400XT, Dual Monitor DVI or VGA (TV-Out), low profile

Member Owens/Butler moved the County Board to approve a Request Approval of a Five-Year Contract Renewal with Cott Software - Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Owens/Black moved the County Board approve a Request Approval of an Appropriation Transfer in the Recorder's Office to Fund the purchase of a new Computer Server - Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report can be found on pages 133-150 in your packet. Also to note for Department Heads that are here that report to Finance that we will be meeting at 2:00 p.m. on the first Wednesday of October which I believe is October 6<sup>th</sup> at 2:00 p.m. in this room. We will start out with the general meeting and then we will continue forward to finish our Finance budget work.

**JUSTICE COMMITTEE**

Member Rackauskas, Chairman, presented the following:

**McLEAN COUNTY - GRANT INFORMATION FORM**

<b>General Grant Information</b>	
<u>Requesting Agency or Department:</u> McLean County Sheriff's Office	<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 Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Domestic Violence Multi-Disciplinary Team Response	<u>Grant Date:</u> Start: 9-1-2010  End: 8-31-2011
<u>Grant Amount:</u> \$134,021.00	<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 : \$44,674.00 Overmatch: \$29,679.00	<u>Expected Initial Receipt Date:</u>
<u>Grant Total Amount:</u> \$208,374.00	<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 type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>Grant Costs Information</b>	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>Description of equipment to be purchased:</u> DV Training Materials																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">3</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$71,569.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$22,925.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$94,494.00</td> </tr> <tr> <td><u>Additional Expenses</u></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$112,441.95</td> </tr> <tr> <td>Equipment</td> <td align="right">\$250.00</td> </tr> <tr> <td>Other</td> <td align="right">\$1096.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right"><b>\$208,281.95</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	3	Personnel Cost	\$71,569.00	Fringe Benefit Cost	\$22,925.00	Total Personnel Cost	\$94,494.00	<u>Additional Expenses</u>		Subcontractors	\$112,441.95	Equipment	\$250.00	Other	\$1096.00	Total Additional Expenses	\$	<b>GRANT TOTAL</b>	<b>\$208,281.95</b>	<u>Description of subcontracting costs:</u> Conference Fees for DV Deputy, 2.5 FTE Law Enforcement Advocates from Countering Domestic Violence (CDV), .03FTE Data Clerk for CDV. .1 FTE Data Manager for CDV.
Grant Expense Chart																									
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Total Additional Expenses	\$																								
<b>GRANT TOTAL</b>	<b>\$208,281.95</b>																								
	<u>Other requirements or obligations:</u> Travel expenses for the DV Deputy to attend a national conference.																								

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

Responsible Personnel for Grant Reporting and Oversight:

*\_\_\_\_\_  
Department Head Signature*

*August 27, 2010  
Date*

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Response

AGREEMENT NUMBER: 607371

PREVIOUS AGREEMENT NUMBER(S): 601171, 602171, 602371, 603371, 605371, 606371

ESTIMATED START DATE: September 1, 2010

**SOURCES OF PROGRAM FUNDING:**

FUND FFY-07 VAWA Funds(07-WF-AX-0004) \$134,021.00  
Matching Funds \$ 44,674.00  
Over-Matching Funds \$ 6,573.00  
Total: \$185,268.00

IMPLEMENTING AGENCY: McLean County

ADDRESS: 115 E. Washington St. Rm 401  
Bloomington, Illinois 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER/CAGE (Implementing Agency) and CCR Registration Expiration Date: 057428943 / 62SR1 / 7/26/2011

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 142121982 / 4Y9MB / 7/29/2011

AUTHORIZED OFFICIAL: Matt Sorensen  
TITLE: County Board Chairman  
TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil  
TITLE: McLean County Treasurer  
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Sheriff's Office

ADDRESS: 104 West Front Street  
Bloomington, Illinois 61701

PROGRAM DIRECTOR: Mike Emery  
TITLE: Sheriff  
TELEPHONE: 309-888-5034  
E-MAIL: [Mike.emery@mcleancountyil.gov](mailto:Mike.emery@mcleancountyil.gov)

FISCAL CONTACT PERSON: Lydia Scott  
AGENCY: McLean County Sheriff's Office  
TITLE: Administrative Supervisor  
TELEPHONE: 309-888-5034  
FAX: 309-888-5072  
E-MAIL: [Lydia.scott@mcleancountyil.gov](mailto:Lydia.scott@mcleancountyil.gov)

PROGRAM CONTACT PERSON: Lydia Scott  
TITLE: Administrative Supervisor  
TELEPHONE: 309-888-5034  
FAX: 309-888-5072  
E-MAIL: [Lydia.scott@mcleancountyil.gov](mailto:Lydia.scott@mcleancountyil.gov)

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multidisciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our current model best fits that of a Coordinated Community Response. Each of our Law Enforcement agencies, our State's Attorney's Office, and our Probation Office all have Domestic Violence Units which partner with our local community based organization that provides domestic violence services including advocacy. We all operate together as a Multi-Disciplinary Team through our STOP grant, with a Project Coordinator as a central point of contact.

McLean County State's Attorney's Office provides prosecution services to victims of domestic violence, dating violence, sexual assault, and stalking including: charging crimes of domestic violence under "no drop" policy, prosecuting of domestic violence crimes utilizing evidenced-based practices, and providing follow-up with victim assistance when appropriate.

McLean County Sheriff's Department provides police services to victims of domestic violence, dating violence, sexual assault, and stalking including: response to domestic violence calls, intervention in domestic disputes, arrest of perpetrators of domestic violence crimes, investigation in to domestic violence crimes, and follow-up on domestic violence crimes.

McLean County Court Services provides pretrial and post-sentencing services to victims of domestic violence, dating violence, sexual assault, and stalking including: supervising domestic violence offenders on probation including ensuring compliance with batter-intervention programs, monitoring GPS tracking of participating offenders, participating in review hearings, and attending the Domestic Violence Impact Panel.

Bloomington Police Department provides police services to victims of domestic violence, dating violence, sexual assault, and stalking including: response to domestic violence calls, intervention in domestic disputes, arrest of perpetrators of domestic violence crimes, investigation in to domestic violence crimes, and follow-up on domestic violence crimes.

Mid-Central Community Action, Inc./Countering Domestic Violence provides legal and law enforcement advocacy to victims of domestic violence, dating violence, sexual assault, and stalking including: providing information on legal rights, explaining court procedures, assisting with protective orders, and supporting victims through the court process. They also have the only Domestic Violence shelter in the county to provide confidential emergency housing for victims of Domestic Violence and their dependents. Countering Domestic Violence has Domestic Violence Advocates placed at each of the Law Enforcement agencies and at the State's Attorney's Office, in an effort to better provide services to victims.

Our Law Enforcement Agencies have Countering Domestic Violence Advocates housed at their agencies. Law Enforcement Officers that go out on Domestic Violence calls refer all victims to the advocate in their respective agency. They cannot refer directly to the State's Attorney's Victim Witness program, as charges have not yet been filed in the case when they respond to the scene. The Countering Domestic Violence Advocates go out with Law Enforcement for follow-up on cases, meet with victims and discuss the cycle of violence, safety planning, service referrals, orders of protection, shelter, VESSA, and other Countering Domestic Violence and community services that may be applicable to the victim's situation.

The State's Attorney's Office also had Countering Domestic Violence Advocates housed in their office. These Advocates generally deal with victims who have not had police involvement and therefore were not assisted by the Advocates housed at the Law Enforcement Agencies. These advocates also talk with victims about the cycle of violence, safety planning, service referrals, orders of protection, shelter, VESSA, and other Countering Domestic Violence and community services that may be applicable to the victim's situation.

Lastly there are Countering Domestic Violence Advocates housed at the Countering Domestic Violence Shelter, Neville House. These Advocates deal primarily with victims that are housed at or have been referred to the shelter, or call in on the Domestic Violence Hotline. These advocates also talk with victims about the cycle of violence, safety planning, service referrals, orders of protection, shelter, VESSA, and other Countering Domestic Violence and community services that may be applicable to the victim's situation.

Our Multidisciplinary Team consists of grant partners, both funded and unfunded, representing approximately 17 area agencies.

**Funded Partners**

Bloomington Police Department  
Council  
McLean County Court Services  
McLean County Sheriff's Department  
McLean County State's Attorney's Office  
Mid Central Community Action, Inc's  
Countering Domestic Violence Program

**Unfunded Partners**

11th Judicial Circuit Family Violence Coordinating  
The Baby Fold  
Chestnut Health Systems  
Child Advocacy Center/CASA  
Children's Home and Aid Society/Children's Foundation  
Collaborative Solutions  
Corporate Alliance to End Partner Violence  
Family Community Resource Center  
Normal Police Department  
PATH  
Prevent Child Abuse Illinois  
YWCA Stepping Stones

The full Multidisciplinary Team meets quarterly, led by the Project Coordinator, and may have up to 30 participants in each meeting. The focus of these meetings is community events, education, and policy issues effecting service delivery to victims of domestic violence. A smaller sub-group of the Multidisciplinary Team including the Project Coordinator, victim advocates, law enforcement officers, and assistant state's attorneys meet monthly for Case Review to discuss specific cases to ensure seamless service delivery to victims. Additionally the Project Coordinator actively participates in Family Violence Coordinating Council and Corporate Alliance to End Partner Violence meetings and activities to promote Domestic Violence awareness in the community.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your Multidisciplinary Team already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for the last 10 years, and uses it as a practice in all cases, especially Domestic Violence related cases. The State's Attorney's Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs, and statements from independent witnesses to build its case. This is particularly helpful in cases in which the victim is uncooperative or when victim safety precludes testifying in court. Both the McLean County Sheriff's Department and Bloomington Police Department have extensive policies on evidence collection for domestic violence cases, and works with the State's Attorney's Office to ensure that they have the best possible case for prosecution. With this grant the Domestic Violence Multidisciplinary Team has helped increase communication and cooperation among partners, which has, in turn, improved the overall response to domestic violence and how evidence is collected.

Please explain your progress towards a no dual arrest policy or any extensive changes made if your Multidisciplinary Team already has one.

Both the McLean County Sheriff's Department and Bloomington Police Department have protocols that encourage the discovery of the aggressor/predominant aggressor in any domestic violence situation. Both departments are subject to ongoing training that includes special circumstances that occur in domestic violence cases, including victim fear/anger, determining who the predominant aggressor is, and determining when a victim has acted in self-defense.

Does your Multidisciplinary Team have a unified Domestic Violence Protocol covering all aspects for each of the participating partners in place?

Our Uniform Protocol consists of each participating agency's Domestic Violence protocol, along with protocols that have been introduced through the Multidisciplinary Team and approved by all partners. In the last year we have implemented a few new protocols that have become a part of the Unified Protocol, including our Multidisciplinary Team Case Review Protocol and protocols that reflect our response to the Bischoff Law, including our Domestic Violence Surveillance protocol, and our Ontario Domestic Assault Risk Assessment Addition to Protocol (the Ontario Domestic Risk Assessment is the risk assessment utilized by the McLean County Court System to determine a Violation of Order of Protection offender's risk of reoffense).

If no, please detail what protocols are in place for each funded partner.

**Please include a copy of your most recently revised unified Domestic Violence Protocol or all individual partner agency protocols pertinent to this crime with your application. If changes have been made to your protocol(s), include a thorough explanation of all revisions made during the past year.**

Please describe you Multidisciplinary Team's relationship with the Family Violence Coordinating Council.

The Eleventh Judicial Circuit Family Violence Coordinating Council is an unfunded member of the Multidisciplinary Team. Its coordinator attends our quarterly Multidisciplinary Team meetings, and our members attend Family Violence Coordinating Council meetings as well. The Multidisciplinary Team Project Coordinator works closely with the Family Violence Coordinating Council and the Corporate Alliance to End Partner Violence on our annual "It's Time to Talk Day" (their annual domestic and dating violence awareness day) activities, including the Family Violence Coordinating Council's annual conference. During the time period last year when the 11th Circuit was without a Family Violence Coordinating Council Coordinator, the Multidisciplinary Team Project Coordinator worked with the Chief Judge and Trial Court Administrator to ensure that the conference would still occur and was successful.

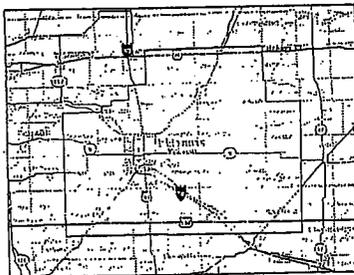
Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your Multidisciplinary Team already has one.

The Multidisciplinary Team Lethality Assessment Committee created our Universal Lethality Assessment a few years ago. It has been in use by both Legal and Law Enforcement Advocates since then to help guide safety planning for victims, however several partners felt the need for an assessment that had been

tested and shown to be reliable and valid. As a result, partners moved away from the Lethality Assessment that was created by the Multidisciplinary Team, in favor of other assessments (eg., Countering Domestic Violence uses the assessment created by Illinois Coalition Against Domestic Violence, and The Butterfly Project uses Jacquelyn Campbell's Danger Assessment—these assessments are used to determine the "dangerousness" of a domestic violence situation, including risk of lethality, and are used for safety planning with victims). Last year the Bischoff Law necessitated the adoption of a reoffense risk assessment as well. After much research, the Multidisciplinary Team Project Coordinator recommended that the Ontario Domestic Abuse Risk Assessment be used by McLean County as the official risk assessment (it determines a domestic violence offender's risk of reoffense). Multidisciplinary Team partner McLean County Court Services was supportive of this, and included the Ontario Domestic Assault Risk Assessment in its Domestic Violence Surveillance Protocol, and utilized Violence Against Women Act funds to provide training for all Multidisciplinary Team partners and the judiciary on the Ontario Domestic Assault Risk Assessment. The Ontario Domestic Assault Risk Assessment is now utilized by law enforcement, prosecution and by Pre-trial Services for domestic violence custody hearings to help determine bond and bond conditions.

## PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.



McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington-Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county in population in the state. The U.S. Census Bureau estimates our 2007 population at 164,209. Approximately 51.4% is female, 7 % are African American, and the Hispanic community has grown by 38.5% since 2000. The population of

McLean County has been increasing at a rate of approximately 1% per year, a characteristic is unique for Illinois counties outside of the Chicago Metro Area.

## PART III: STATEMENT OF PROBLEM

Please explain the domestic violence issues you are addressing through the Multidisciplinary Team.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

1. Victims that have not received services. Many victims are unaware of or do not participate in services available in our community: This occurs, in part, due to a lack of understanding of the programs available and fear of the unknown. As a result, the victim remains in the abusive relationship because she feels trapped. Current state budget cuts to many violence prevention and intervention agencies increase the likelihood that some victims will go unserved.
2. Victims hostile to prosecution. A lack of understanding or distrust of the court system and

dependence upon or fear of their abuser cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce fear of the court system. Our Case Review process has also been extremely helpful with this, as we agree upon the message that can be conveyed to the victim and other interested parties. This allows the victim the information and support they need, and minimizes misinformation that can sometimes cause a rift between the victim/victim advocates and prosecution.

3. Rapidly growing Spanish speaking population not receiving services due to language barriers. The Hispanic community has grown by nearly 40% in the last decade in McLean County through immigration, relocation, and birth. However, the majority of service providers still do not have Spanish speaking personnel. While there are agencies that provide bilingual and/or translation services, there simply are not enough qualified bilingual service providers to meet the ever-increasing need.

4. The elderly continue to suffer as a silent population due to a lack of manpower to conduct aggressive follow-up on suspected abuse. The elderly are among the most vulnerable victims of domestic violence. Because of a sense of embarrassment, dependency on their abuser, or lack of awareness of services, elder abuse often goes unreported. The current cuts in the state budget to fund elder abuse investigations will exacerbate this issue.

5. Holding the offender accountable for his actions. There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner, and the funding of probation officers has helped to ensure close monitoring for offenders. However there remains a number of offenders that are discharged unsuccessfully from treatment, many of whom are back in the community in a matter of months. In addition, there is a lack of resources available to monitor the offender during the pre-trial stages to ensure that he is complying with bond conditions and/or order of protection and during the community-based sentencing to ensure that he is complying with probation conditions and/or order of protection.

6. Lack of community education or awareness. Our Multidisciplinary Team (Multidisciplinary Team) has coordinated agency efforts to participate in many community events and training opportunities. By combining resources and personnel, the Multidisciplinary Team has been able to reach a greater number of people in the community to educate them on issues regarding domestic violence. This is an ongoing effort, and as our community expands and grows, so must our outreach efforts. The recent increase in domestic violence due to the economic downturn, the funding issues at the state level, and several high profile and celebrity cases have sparked debate and show a clear need to do more education on victim empathy.

7. Need for education for each new generation of police officers on domestic violence issues. The State's Attorney's office has conducted roll call trainings at the Bloomington and Normal Police Departments, and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges they will face in domestic violence cases and educate them on what evidence is needed for prosecutions, including evidence-based prosecutions. Training for Rural Police Chiefs has been identified as a remaining need by Countering Domestic Violence Advocates. Because these victims are isolated geographically, it is important that law enforcement responders share the resources available to them. Countering Domestic Violence Advocates will work on scheduling a training to share this information as well as offer their home visit services to follow up with victims in rural McLean County.

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the Illinois State Police web site: <http://www.isp.state.il.us/>.

2007-2009

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2007	2008	2009	2007	2008	2009	2007	2008	2009
McLean County	568	589	604	763	744	660	286	171	323

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2007	2008	2009	2007	2008	2009	2007	2008	2009
McLean County	265	263	301	67	61	76	67	61	76

Please describe any gaps in the data requested.

While there is no missing or partial data, there may need to be some explanation of what the data actually represents:

- Domestic Related Arrests—these statistics were taken from the Illinois State Police's website as indicated above. These include only arrests, and not cases in which no arrest occurred, but the incident was referred to prosecutors for a charging decision. Thus, many more offenders were charged with domestic related crimes than were actually arrested.
- Domestic Violence Prosecution—these statistics represent the domestic related cases charged in by the McLean County State's Attorney during each given year. Not all of these cases made it to disposition; many were dismissed due to insufficient evidence, uncooperative witnesses, pleas to other cases, etc.
- Numbers of Emergency Orders of Protection—these statistics were taken directly from the McLean County Circuit Clerk, and represent all Emergency Orders of Protection granted in each given year, whether in the course of a divorce case, criminal case, or as a separate civil case. They do not include civil or criminal 'no contact' orders, however.
- Number of Clients Victim Services Agency Has Assisted with Orders of Protection—these statistics were taken directly from the grant reports for each respective year. The statistic asks for clients served, however, while the grant asks for the number of Emergency and Plenary Orders of Protection. Thus, it was assumed for this statistic that the Victim Service agency may have assisted the client with both the

Emergency and Plenary Orders, but at least an Emergency Order, so only the Emergency Orders were counted in order to determine number of clients.

- Number of Domestic Violence Offenders Sentenced to Probation—these statistics were taken directly from the grant reports for each respective year using the “number of new offenders” statistic. It is important to note, however, that these statistics are not fully representative of every offender sentenced to some form of probation. Those who are sentenced to conditional discharge, court supervision, or regular (rather than intensive) probation are not included, as they are not sentenced to Domestic Violence specific probation.

- Number of Domestic Violence Offenders Sentenced to Treatment/Counseling—these statistics are the same as the Number of Domestic Violence Offenders Sentenced to Probation, as any offender sentenced to Domestic Violence specific probation (which is intensive probation) is also sentenced to treatment (which may include batterer intervention, substance abuse, mental health, or other court ordered treatment).

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your Multidisciplinary Team. Use these items to indicate your performance of your goals and objectives from the current grant period. If a particular objective was not reported on during the current grant period please indicate by stating N/A.

**Goal 1: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies	Status: This was not listed as a goal for us on our last continuation; however we have been using the E-Justice System to collect data electronically for years. This is a computer database accessible to all Law Enforcement, Prosecution, and Probation, and to qualified Victim Advocates. Beyond that, each agency is responsible for gathering the data for quarterly reports from E-Justice System or other program of their choosing and getting that information to the Project Coordinator for quarterly grant reports.
Project Coordinator provides team members with analysis of compiled data each month	Status: This was not listed as a goal for us on our last continuation. Monthly compilation of data is not done; it is done on a quarterly basis. Monthly discussion of cases and progress is done with partners at case review, and quarterly discussion is done with the larger Multidisciplinary Team (including unfunded partners).
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement and case review	Status: Monthly Multidisciplinary Team meetings were conducted in September, November, and December 2008 and January 2009. No monthly meeting was held in October, as the Project Coordinator position was vacant at that time. Meetings were changed to quarterly in February

	to accommodate monthly Case Reviews. Quarterly meetings were conducted in February, May August, and November 2009, and February and May 2010 and another is scheduled for August 2010.
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**Goal 2: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence protocols and revise as needed.	Status: This was not listed as a goal for us on our last continuation, however, our Uniform Protocol consists of each participating agency's Domestic Violence protocol, along with protocols that have been introduced through the Multidisciplinary Team and approved by all partners. In the last year we have implemented a few new protocols that have become a part of the Unified Protocol, including our Multidisciplinary Team Case Review Protocol and protocols that reflect our response to the Bischoff Law, including our Domestic Violence Surveillance protocol, and our Ontario Domestic Assault Risk Assessment Addition to Protocol.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: The 11th Judicial District Family Violence Coordinating Council was without a coordinator from November 2008 until May 2009, and then again from August 2009-March 2010. The first Family Violence Coordinating Council regular meeting since Sept 2008 was held in March 2010. The Multidisciplinary Team attended both of these. The Multidisciplinary Team has also attended Family Violence Coordinating Council conference planning meetings in June, July, August, and September 2009, and is scheduled to attend the next meeting in May 2010.
Conduct monthly Multi-Disciplinary Team meetings	Status: Monthly Multidisciplinary Team meetings were conducted in September, November, and December 2008 and January 2009. No monthly meeting was held in October, as the Project Coordinator position was vacant at that time. Meetings were changed to quarterly in February 2009 to accommodate monthly Case Reviews. Quarterly meetings were conducted in February, May, August, and November 2009, and in February and May 2010. The next meeting is scheduled for August 2010.
Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	Status: Quarterly Steering Committee Meetings were conducted in November 2008, February May, August and November 2009, and February and May 2010. Another meeting is scheduled for August 2010.

Goal 3: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
80 percent of victims that were seeking, and received, services	<ul style="list-style-type: none"> <li>• Number of victims served 1002</li> <li>• Number of victims partially served 299</li> <li>• Number of victims not served 0</li> </ul> <p>* victim services section of data report</p>
85 percent of victims referred by law enforcement for victim services	<ul style="list-style-type: none"> <li>• Number of victims served. 1002</li> <li>• Number of victims partially served 299</li> </ul> <p>* victim services section of data report</p> <ul style="list-style-type: none"> <li>• Number of victim referrals to victim services-governmental (victim/witness advocacy) 0</li> <li>• Number of victim referrals to victim services-non-governmental (victim service agency) 1835. NOTE: Law Enforcement refers EVERY victim on every Domestic Violence incident to victim services, including those where it is determined no crime occurred, or it was "just verbal". Not all of those victims then seek services, and not all victims that seek services were referred by Law Enforcement. Law Enforcement refers all victims to non-governmental advocates employed by Mid-Central Community Action, including those advocates housed at their respective agencies. Only the State's Attorney's Office refers to their Victim-Witness program.</li> </ul> <p>* L.E. services section of data report</p>
80 percent of domestic-related cases/incidents referred for prosecution	<ul style="list-style-type: none"> <li>• Number of domestic-related cases/incidents 1835 * L.E. section of data report</li> <li>• Number of domestic-related cases/incidents for prosecution 1067 NOTE: This number includes arrests and cases referred to prosecution where no arrest occurred.</li> </ul> <p>* L.E. section of data report</p> <ul style="list-style-type: none"> <li>• Number of case referrals received 1507 NOTE: There are several other sources of referrals for cases besides the two funded Law Enforcement Agencies.</li> </ul> <p>* Prosecution section of data report</p>
90 percent of domestic-related	<ul style="list-style-type: none"> <li>• Number of cases/incidents investigated</li> </ul>

cases/incidents reviewed for completeness prior to submission for prosecution	<p>1803* L.E. section of data report</p> <ul style="list-style-type: none"> <li>Number of referrals to prosecution 1067 NOTE: This number includes arrests and cases referred to prosecution where no arrest occurred.</li> <li>* L.E. section of data report</li> <li>Number of cases accepted for prosecution 623</li> <li>Number of cases declined for insufficient evidence 582 NOTE: This includes cases that were exceptionally and administratively cleared by the referring agency, and those that stated "verbal only" or "no crime occurred" in the body of the incident. * Prosecution section of data report</li> </ul>
80 percent of Orders of Protection granted	<ul style="list-style-type: none"> <li>Number of Orders of Protection requested 353</li> <li>Number of Orders of Protection granted 285 NOTE: 100% of CRIMINAL Orders of Protection were granted. * prosecution/L.E./victim services section of data report</li> </ul>

### PART V: REVIEW OF PROGRESS

How has the development of the Multidisciplinary Team changed the way the partner agencies interact with other criminal justice and victim service agencies?

STOP Program funding and Violence Against Women Act guidance have shaped the policies and procedures of all McLean County Multi-Disciplinary Team partners in regard to domestic violence. STOP grants currently fund ALL domestic violence advocates housed in the State's Attorney's office and at our police departments and sheriff's department, 57% of attorneys in the State's Attorney's Domestic Violence Unit, two full-time dedicated Domestic Violence officers in McLean County, and a full-time Project Coordinator to lead the McLean County Domestic Violence Multi-Disciplinary Team. Without this continued funding, many accomplishments may never have been achieved for victims of domestic violence in McLean County.

Thanks to STOP grant funding, the current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Thanks to STOP Program funding:

- The McLean County Circuit Clerk's Office has entered into an annual agreement with Countering Domestic Violence/Neville House to provide information and advocacy services to victims of domestic violence seeking orders of protection on a pro se basis.
- The Bloomington Police Department, the Normal Police Department, and the McLean County Sheriff's Department have each developed special investigative units for responding to domestic violence cases. A minimum of one officer in each department handle follow-up investigations in these cases and they are also responsible for assisting in the training of patrol officers in initial response protocols. This follow-up includes securing witness statements, photographs of injuries, recorded statements, service of subpoenas and for referral to partner agencies for victim services. These officers also accompany advocates on home visits within 72 hours of the initial report to inform victims of their rights under Illinois Domestic Violence Act and to share resources available (shelter, hotline, orders of protection, etc.). These three units work closely with our domestic violence prosecutors on their investigations, both prior to, during and following the screening of criminal charges. Our prosecutors also attend regular meetings conducted by all of these units together.
- The State's Attorney's Office is staffed with a supervising attorney, felony attorney and misdemeanor attorney, and the program coordinator. The supervising attorney monitors the screening of cases, all members of the domestic violence team within the State's Attorney's office, data collection, and works with the other felony attorney on all aspects of the prosecution of felony domestic violence cases in their respective courtrooms. The supervising and felony attorney also screen cases each morning following arrests, communicate with police and other partner agencies regarding follow-up investigation and or service referrals, and act as backup to the victim advocates to facilitate and/or prepare orders of protection in the absence of an available advocate. The misdemeanor attorney, in addition to screening and handling all aspects of misdemeanor Domestic Violence cases including referral to partner agencies when appropriate, attends weekly review hearings in court to monitor the progress made by convicted offenders toward their treatment requirements. All attorneys assist victims who are seeking orders of protection within the context of a criminal case by providing representation at all order of protections hearings. Also, all attorneys attend specialized training, and are be responsible for conducting roll call training for police departments as well as other partnering agencies.
- The program coordinator is housed in the State's Attorney's Office, but is a Court Services employee. The Project Coordinator facilitates all Multidisciplinary Team meetings and presents the statistical information at the meetings. The Project Coordinator facilitates communication between the partnering agencies whether funded or unfunded. The Project Coordinator has worked with partner agencies to prepare and refine a lethality assessment and to standardize the domestic violence protocols throughout the jurisdiction to better meet the goals of the partner agencies, and to implement the Case Review process to improve communication amongst prosecution, law enforcement, and victim advocates in regards to ongoing and difficult cases.
- The State's Attorney's Office provides office space for Countering Domestic Violence/Neville House Advocates to provide legal advocacy services to victims of domestic violence. Both criminal and civil orders of protection are handled by this collaborative unit, known as the Domestic Violence Legal Advocacy Unit.

- Countering Domestic Violence has advocates at the Bloomington and Normal Police Departments and the Sheriff's Department. This provides support to victims throughout the process of asserting their rights and accessing the resources available according to the Illinois Domestic Violence Act. Without this support, victims may not understand the legal remedies available to protect them from further abuse, neglect or exploitation.
- Collaborating partners to meet monthly to review cases. This communication opportunity between law enforcement, prosecution, and victims services representatives has provided pertinent information to assist with safety planning for the victim and evidence collection for offender accountability.
- It is also important to note that it was a concern that offenders placed on electronic monitoring as part of the Bischof Law would not be able to pay for the monitoring, and would, in turn, file a motion to get the condition dismissed from their bond requirements. This has not been the case. In the last year that the law has been effective, not a single defendant has filed a Motion to Modify Bond Conditions asking for the electronic monitoring condition to be removed due to inability to pay.
- MID-CENTRAL COMMUNITY ACTION's Countering Domestic Violence (COUNTERING DOMESTIC VIOLENCE)/ Neville House program is designed to create safe, nurturing families free from violence and control through free and confidential services. COUNTERING DOMESTIC VIOLENCE assists and empowers families in crisis situations with individual and group counseling for adults and children and serves as a community resource by providing awareness, advocacy, and education on the issue of domestic violence. MID-CENTRAL COMMUNITY ACTION has the only emergency shelter in the area, and works to empower residents as they strive to accomplish their goals through assistance in areas such as domestic violence education, life skills training, transportation, medical assistance and parenting support.

Explain any refinements that will need to be made to the protocols.

The Protocols at this time are fairly well defined. Refinements/adjustments come in when new laws are enacted that require additions/changes to protocol (e.g. the Bischoff Law in 2009).

What barriers or obstacles to implementation has the Multidisciplinary Team encountered?

The Multidisciplinary Team has been established for several years now. There are no barriers to implementation.

How will you address these barriers?

N/A

What training has the Multidisciplinary Team members attended and how has this affected the Multidisciplinary Team?

During the 2008-2009 grant year, several trainings were attended:

- Bloomington Police Department's Domestic Violence Detective and one of Mid-Central Community Action's Legal Advocates attended the International Family Justice Center Conference in April.

- The felony and misdemeanor Domestic Violence prosecutors attended the National Crime Victims and National Crime Victims Bar Association Conference in June.
- Two supervising prosecutors attended the Missing and Abducted Children Training in June.
- Court Services planned the Ontario Domestic Assault Risk Assessment training for Multidisciplinary Team members to take place in September.
- Court Services planned to send the two Domestic Violence Probation Officers to the "Complying with Bischoff" training in March, but were not able to attend.
- Court Services planned to send the two Domestic Violence Probation Officers to the Illinois Probation and Court Services Association Conference in April, but it was denied:

These trainings always help our members gain perspective on domestic violence, introducing them to new techniques, philosophies, and best practices to help our Multidisciplinary Team become better at serving the needs of victims while holding offenders accountable.

What trainings do the Multidisciplinary Team members still need?

- It is essential that our Law Enforcement Officers continue their ongoing training in domestic violence response. Our local Law and Justice Commission Mobile Training Unit does a fantastic job of ensuring that domestic violence is regularly included in the training schedule for officers. This helps ensure that the first responders to domestic violence have the tools they need to interpret the situation, determine the predominant aggressor, collect evidence, and support the victim.
- It is very difficult to find "victim-centered" training for Probation Officers. Thus they were denied multiple training opportunities in the last grant year. Finding existing training that would both work for the grant and the officers would be helpful.
- It is essential that all partners have ongoing training to keep up to date on changes in law and best practices for Domestic Violence cases

## PART VI: GOALS AND OBJECTIVES

Goal 1: Track all domestic violence cases through the system to monitor progress and identify areas of improvement

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies	<p>How will Objective be met? All partners utilize E-Justice System which allows all partners to view the incident reports, charging decisions, case progress, etc. Individual partners will utilize the methods that best serve them for collecting the data for the grant. The State's Attorney, Court Services, and Sheriff utilize E-Justice System and spreadsheets, Mid-Central Community Action utilizes InfoNet, and Bloomington Police Department utilizes E-Justice System and their own database</p>

Project Coordinator will provided team members with analysis of compiled data each month	How will Objective be met? Project Coordinator holds monthly Case Review meetings with frontline staff to discuss the most pressing and difficult cases.
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement and case review	How will Objective be met? Project Coordinator holds monthly Case Review meetings with frontline staff to discuss the most pressing and difficult cases, and quarterly Multidisciplinary Team meetings will all funded and unfunded partners to discuss service delivery, gaps in service, how to better serve victims, etc.

**Goal 2: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence protocols and revise as needed.	How will Objective be met? Each member updates their individual protocols per their agency rules. These updates will be forwarded to the Project Coordinator. Any changes in protocol will be tracked by the Project Coordinator and sent on to Illinois Criminal Justice Information Authority. Any special add-on protocols that are necessary due to changes in statute will be added as needed and forwarded to Illinois Criminal Justice Information Authority.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Number of Family Violence Coordinating Council meetings that will be attended by project staff 100% (since they have not been meeting regularly for over a year, it is unclear how many meetings will be held). Family Violence Coordinating Council is also invited to attend our quarterly Multidisciplinary Team meetings. Number of project progress reports that will be provided to Council one for each meeting to be held.
Conduct monthly Multi-Disciplinary Team meetings	Number of monthly Multi-Disciplinary Team meetings that will be conducted Our Multidisciplinary Team conducts monthly Case Review meetings to discuss specific cases and issues in the process. We also conduct quarterly Multidisciplinary Team meetings for the larger group of funded and unfunded partners--so 12 Case Review meetings, and 4 larger Multidisciplinary Team meetings.

Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	Number of quarterly Multi-Disciplinary Team Steering meetings that will be conducted Four Steering Committee Meetings will be conducted—November, February, May and August
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Goal 3: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
<input type="text" value="80%"/> percent of victims that will seek and received services	<ul style="list-style-type: none"> <li>• Number of victims served <input type="text"/></li> <li>• Number of victims partially served <input type="text"/></li> <li>• Number of victims not served <input type="text"/></li> </ul> <p>* victim services section of data report</p>
<input type="text" value="100%"/> percent of victims that will be referred by law enforcement for victim services	<ul style="list-style-type: none"> <li>• Number of victims served. <input type="text"/></li> <li>• Number of victims partially served <input type="text"/></li> </ul> <p>* victim services section of data report</p> <ul style="list-style-type: none"> <li>• Number of victim referrals to victim services-governmental (victim/witness advocacy) <input type="text"/></li> <li>• Number of victim referrals to victim services-non-governmental (victim service agency) <input type="text"/></li> </ul> <p>* L.E. services section of data report</p>
<input type="text" value="80%"/> percent of domestic-related cases/incidents referred for prosecution	<ul style="list-style-type: none"> <li>• Number of domestic-related cases/incidents <input type="text"/> * L.E. section of data report</li> <li>• Number of domestic-related cases/incidents for prosecution <input type="text"/></li> </ul> <p>* L.E. section of data report</p> <ul style="list-style-type: none"> <li>• Number of case referrals received <input type="text"/></li> </ul> <p>* Prosecution section of data report</p>
<input type="text" value="100%"/> percent of domestic-related cases/incidents that will be reviewed for completeness prior to submission for prosecution	<ul style="list-style-type: none"> <li>• Number of cases/incidents investigated <input type="text"/> * L.E. section of data report</li> <li>• Number of referrals to prosecution <input type="text"/></li> </ul> <p>* L.E. section of data report</p>

	<ul style="list-style-type: none"> <li>• Number of cases accepted for prosecution <input type="text"/></li> <li>• Number of cases declined for insufficient evidence <input type="text"/> * Prosecution section of data report</li> </ul>
100% of Criminal OPs, 60% of civil OPs percent of Orders of Protection that be granted	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested <input type="text"/></li> <li>• Number of Orders of Protection granted <input type="text"/> * Prosecution/L.E./victim services section of data report</li> </ul>

**PART VII: PROGRAM STRATEGY**

What direction do you see your Multidisciplinary Team moving and how do you plan on achieving this? Please detail exactly what services the Violence Against Women Act funded program will be providing to eliminate the issues described in the Problem Statement.

Over the course of the next year, the Multidisciplinary Team will focus strongly on offender accountability and victim safety, and will look at how we can continue to best serve victims in the face of looming budget cuts. These goals will be accomplished through the following strategies:

- 1) The Multidisciplinary Team will continue to refine the Case Review process. Currently we have the protocol in place and have been meeting for a full year. We have made one adjustment in protocol during that time, and we will continue to evaluate the process and protocol to ensure that Case Reviews are as effective as possible.
- 2) The Multidisciplinary Team will continue to support Domestic Violence educational and awareness activities in the community, including spearheading and participating in It's Time to Talk Day (assisting with the Family Violence Coordinating Council's annual conference), Domestic Violence Awareness Month (promoting member activities such as Countering Domestic Violence's candlelight vigil), , and National Crime Victims' Rights Week (spearheading our annual blood drive and Empty Place at the Table display).
- 3) The Multidisciplinary Team will continue to evaluate the Domestic Violence Surveillance Protocol/response to the Bischoff Law to ensure victim safety.
- 4) The Multidisciplinary Team will continue to look for ways to streamline service delivery for Domestic Violence victims and close gaps in service through individual agency research, monthly case review meetings, and quarterly MULTIDISCIPLINARY TEAM meetings.

The Multidisciplinary Team will also work to address the seven stated problem areas in the following ways:

- 1) Victims not receiving services—the MULTIDISCIPLINARY TEAM will continue to reach out to victims who may be unaware of our services. We provide literature to our local Legal Self-Help Center on our

services so they can refer folks that come in seeking to do Orders of Protection on their own, and have included the Navigator for the Center on our MULTIDISCIPLINARY TEAM to keep her aware of DV related issues and services. We will continue to utilize our MID-CENTRAL COMMUNITY ACTION advocates housed at the police departments to gain more immediate access to victims and provide them information on services. The State's Attorney's Office will continue to offer office space and clerical support for Legal Advocates from Mid-Central Community Action to assist victims who come to the courthouse for DV related issues. MULTIDISCIPLINARY TEAM partners will also continue to offer both individual and collaborative education and outreach to the general community to let them know that services exist.

- 2)Victims hostile to prosecution—MID-CENTRAL COMMUNITY ACTION advocates housed at the police departments will continue to have immediate access to victims and provide them information on services. Law Enforcement will continue to collect evidence on DV cases, including photographs of the victim and scene, excited utterances, witness accounts, and will get written or recorded statements when possible. Law Enforcement will also continue to make sure each victim is informed of the rights as a Domestic Violence victim. The State's Attorney's Office will continue to utilize evidence based prosecution so that victim cooperation is less necessary to successfully prosecute cases. The State's Attorney will also continue to work with victim advocates to ensure that victim needs are met and respected when possible without compromising the integrity of the case. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss what each agency can do to help improve victim perception of the prosecution process.
- 3)Rapidly growing Spanish speaking population—Mid-Central Community Action will continue to have their bilingual advocate available for Spanish speaking victims. Law Enforcement will continue to have translators present as necessary during the investigation phase of the case. The State's Attorney's Office will continue to have translators present in meetings with victims and witnesses and for prosecution. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss what each agency can do to help ensure Spanish speaking victims receive services in their native language.
- 4)Elderly—The MULTIDISCIPLINARY TEAM will continue to work with unfunded partner PATH, who investigate all elder abuse accusations in the county, to ensure that the most serious crimes against the elderly are prosecuted to the fullest extent. The MULTIDISCIPLINARY TEAM will also support PATH and the East Central Illinois Area Agency on Aging on getting the message out about elder abuse. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss what each agency can do to help ensure elderly victims do not suffer in silence.
- 5)Holding offenders accountable—Court Services will continue to provide probation officers specifically dedicated to DV offenders to ensure better accountability. Court Services will also continue to assist with Pre-Trial issues specific to DV offenders, including assessing Violation of Order of Protection offenders for risk of reoffense and monitoring those put on electronic monitoring. The MULTIDISCIPLINARY TEAM will continue to work with the three non-funded Partner Abuse Intervention Program partners to ensure that appropriate treatment and accountability are occurring. The State's Attorney's Office will continue to work with these PAIPS as well as Court Services on ensuring the DV Review process continues to be productive and useful in holding offenders accountable in court at their review and remission hearings. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss what each agency can do to help ensure offenders are being held accountable and to address gaps in services.

6) Lack of community education and awareness—the MULTIDISCIPLINARY TEAM will continue to participate both individual agencies and as a collective unit in targeted education and awareness activities. The MULTIDISCIPLINARY TEAM will continue to sponsor activities during National Crime Victims' Rights Week and Domestic Violence Awareness Month that encourage community awareness and activism on the subject of Domestic Violence, support partner activities throughout the year, and will continue to utilize the county website to provide educational material to the public on the topic of Domestic Violence. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss what each agency can do to reach those in the community who are unaware of domestic violence and related resources.

7) Educating new police officers—Law Enforcement Agencies will continue to provide targeted training to their new officers on domestic violence, and will encourage existing officers to attend additional/refresher trainings on a regular basis. The State's Attorney's Office will continue to provide roll call trainings to the Law Enforcement Agencies on what is needed for successful prosecution of domestic violence cases. Mid-Central Community Action will continue to offer their 40 hour training in domestic violence advocacy, as well as doing targeted training with Law Enforcement as needed. The Project Coordinator will continue to inform partners of relevant domestic violence trainings as they become available. The MULTIDISCIPLINARY TEAM will continue to address these issues in our quarterly meetings to discuss training needs and training possibilities.

### PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule should indicate the activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the Multidisciplinary Team meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct quarterly Multidisciplinary Team (Multidisciplinary Team) meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator	Quarterly
Conduct monthly Case Review meetings	Month 1	Month 12	Project Coordinator	Monthly
Conduct quarterly Steering Committee meetings	Month 1	Month 12	Project Coordinator	Quarterly
Attend Family Violence Coordinating Council, Corporate Alliance to End Partner	Month 1	Month 12	Project Coordinator	As they occur

Violence and other Domestic Violence related alliance meetings				
Participation in It's Time to Talk Day and National Domestic Violence Awareness Month	Month 1	Month 12	Project Coordinator	As needed for planning; Quarterly in early planning stages, then monthly, then bimonthly
Participation in National Crime Victims' Rights Week	Month 6	Month 9	Project Coordinator	As needed for planning; Monthly, then bimonthly

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

Implementing Agency: McLean County Sheriff's Department  
Agreement #: 607371

	<u>SOURCE</u>		<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act	VAWA FFY07	\$134,021
		Subtotal:	\$134,021
<b>Match:</b>	McLean County Sheriff's Department		\$44,674
		Subtotal:	\$44,674
			\$6,573
<b>Over Match:</b>	McLean County Sheriff's Department	Subtotal:	\$6,573
	<b>GRAND TOTAL</b>		<b>\$185,268</b>





Budget & Budget Narrative McLean County Sheriff's Department

COMMODITIES	Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
DV Distribution Materials	\$ 100.00	\$ 1.00		\$ 100.00	\$ -	\$ 100.00
Training materials	\$ 50.00	\$ 1.00		\$ 50.00	\$ -	\$ 50.00
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>				\$ 150.00	\$ -	\$ 150.00

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

(See Attached Budget Instructions)

The Sheriff's Department is requesting \$100.00 in federal funds for the DV distribution materials. The office would like to purchase the materials that must be printed and packaged together that are handed out to domestic violence victims (Victims Rights Sheets, Victim Services Referrals, Sheriff's Office Information).

We are also asking for \$50.00 to purchase training materials (3-ring binders, colored paper for questionnaires, dry erase markers, and printer labels) for when the DV Deputy instructs the "In Her Shoes" DV classes in the community.

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	0.36	200			\$ 72.00	\$ 72.00
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	600	1		\$ 600.00	\$ -	\$ 600.00
PerDiem	32	1	6	\$ 192.00	\$ -	\$ 192.00
Lodging	100	1	6	\$ 540.00	\$ 60.00	\$ 600.00
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ 1,332.00	\$ 132.00	\$ 1,464.00

\* State rate is calculated at \$.36/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

The travel is for the DV Deputy to attend an ICJIA approved national conference. We are including \$72.00 for mileage under match for travel to a local training conference (200 miles roundtrip x \$0.36/mi = 72.00). We are requesting \$600.00 in federal funds to cover the cost of round trip airfare to an ICJIA approved national DV conference (\$600 x 1 person = \$600). We are requesting \$192.00 for per diem for 6 total conference days at the out of state rate (\$32/day x 1 person x 6 days = \$192). We are requesting \$540.00 in federal dollars for the lodging during the conference and will match \$60.00 (\$100/night x 1 person x 6 nights = \$600).

Budget & Budget Narrative	CONTRACTUAL	mileage rate	# miles	# of trips	Federal Amount	Match Contribution	Total Cost
Contractual Program Staff Mileage*	Springfield, 1 advo	\$ 0.50	150	2	\$ -	\$ 225.00	\$ 225.00
	local, 2 advocates	\$ 0.50	40	26	\$ -	\$ 520.00	\$ 520.00
	Cost/month		# of months	pro-rated share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$20.00		12 months	100%	\$ 240.00	\$ -	\$ 240.00
Telephone Service	\$47.89		12 months	95%	\$ -	\$ 545.95	\$ 545.95
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees	\$500.00				\$ 500.00	\$ -	\$ 500.00
Other: (Specify) ICDVP exam fee	\$150.00				\$ 150.00	\$ -	\$ 150.00
Other (Specify) ICDVP renewal fee	\$60.00				\$ 60.00	\$ -	\$ 60.00
Purple Folders; 2 pocket	\$ 35.62		12	100%	\$ -	\$ 427.44	\$ 427.44
Use Boxes Below for Contractual Personnel							
Job Title:		Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Law Enforcement Advocate/Outreach Team Supervisor		\$ 36,078.84	12	90%	\$ 26,321.54	\$ 6,149.42	\$ 32,470.96
Law Enforcement Advocate		\$ 30,000.00	12	100%	\$ 23,500.00	\$ 6,500.00	\$ 30,000.00
Fringe Benefits (Use figure from Fringe Benefit Worksheet)					\$ 18,157.46	\$ 4,588.47	\$ 22,745.93
<b>TOTAL CONTRACTUAL COST</b>					<b>\$ 68,929.00</b>	<b>\$ 18,956.28</b>	<b>\$ 87,885.28</b>

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

(See Attached Budget Instructions)

Sheriff's Department is asking that \$500.00 be allocated to send the DV Deputy to an ICJIA approved national training conference to make sure the DV Deputy is well informed on new techniques and changes in laws effecting domestic violence cases.

The rest of the contractual line items are for the Sheriff's contract with Mid-Central Community Action so they may have a Law Enforcement Advocate at Normal Police Department, Bloomington Police Department and the Sheriff's Department:

Personal cell phones are utilized by necessity on a daily basis by both Law Enforcement Advocates in order to better serve the clients and all project partners. A reasonable monthly reimbursement is requested for both Advocates to offset the professional cost: 2 advocates x \$10 reimbursement x 12 months per year = \$240.00.

The agency is not charged for the costs of the phone in the Domestic Violence Unit that the advocates utilize. The estimated annual cost for the phone (per last

year's bills) is \$47.89/month times 12 months per year = \$574.68. That amount is prorated for the 1.90 advocates in the ICJA budget which equals \$545.95/year.

Both Advocates will continue their Countering Domestic Violence training/education by obtaining certification or renewing their Illinois Certified Domestic Violence Professional (ICDVP) status. The Illinois Certified Domestic Violence Professionals, Inc. (ICDVP) was established to foster uniformity in domestic violence and partner abuse intervention services throughout the State of Illinois, and create recognized professions of Certified Domestic Violence Professionals (CDVP) and Certified Partner Abuse Intervention Professionals (CPAIP) by setting standards to certify domestic violence and partner abuse intervention professionals and regulating the process of certification. Domestic Violence Advocates and Agencies are required to have certification through the ICDVP Board to provide Domestic Violence Services in Illinois. One Advocate will renew her certification this year; The other will take the ICDVP exam to become certified.

The BPD Advocate/Outreach Team Supervisor will attend the Illinois Coalition Against Domestic Violence (ICADV) Women's Advocacy Training, the ICADV Annual Legal Advocacy Training and the Illinois Family Violence Coordinating Council Annual Training which are all in Springfield, IL. The mileage calculated to Springfield is 150 miles roundtrip x 3 trips is \$225.

Mileage is also needed for Advocates to drive locally between police departments, The Law and Justice Center and Neville House for client services and CDV meetings with collaborating partners. The average trip per week (according to the last 12 months of figures) is 10 miles x 2 weeks in a pay period is 20 miles per advocate per pay period. 20 miles x 2 advocates x 26 pay periods x .50/mile = \$520.

The Court Advocates disseminate information about The Countering Domestic Violence programs through packet handouts to potential clients. These purple packets are invaluable tools in communicating awareness to the public, the packet initially starts with a purple folder, which contains information on domestic violence services, safety planning, the cycle of violence and client-specific information. The average number of packets used per month (according to the last 12 months of data) is 25 and the cost of the purple folders is calculated at \$35.62 per box of 25. 25 folders/packets in a box handed out per month for 12 months at \$35.62 each box = \$427.44.

A total of 1.9 Law Enforcement Advocates will be funded through this project. One full-time Advocate will work with the Bloomington Police, one full-time Advocate will work with the McLean County Sheriff's Office and the Normal Police Department.

Law Enforcement Advocates are responsible for providing quality criminal justice advocacy services to victims of domestic violence identified on Bloomington Police Department, Normal Police Department and McLean County Sheriff's Department police reports. Through home visits with an Officer, or phone contact when an Officer is unavailable, Advocates inform victims of the rights, remedies and resources available to them. Advocates provide safety planning, emotional support and education to assist victims in successfully navigating these resources.

The Law Enforcement Advocate/Outreach Supervisor will continue to work full-time, with .90 FTE devoted to her direct service advocacy work with BPD. Her remaining .10 FTE time will be devoted to Outreach Team Supervisor duties. In this role, she will supervise all ICJA funded staff. The Law Enforcement Advocate will work full-time as an ICJA funded Law Enforcement Advocate to cover both MCSO and NPD. Comprehensive Fringe benefit worksheets have been attached for each of the positions.

	Federal Amount	Match Contribution	Total Cost
PERSONNEL SERVICES	\$ 63,580.00	\$ 32,159.00	\$ 95,739.00
EQUIPMENT	\$ 30.00	-	\$ 30.00
COMMODITIES	\$ 150.00	-	\$ 150.00
TRAVEL	\$ 1,332.00	\$ 132.00	\$ 1,464.00
CONTRACTUAL	\$ 68,929.00	\$ 18,956.28	\$ 87,885.28
<b>GRAND TOTAL</b>	<b>\$ 134,021.00</b>	<b>\$ 51,247.28</b>	<b>\$ 185,268.28</b>
<b>TOTAL COST</b>			

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement #**

607371

DV Deputy

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	22.900%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	30.550%
Total Salary Fringe Benefits Will Be Applied To	\$52,960.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$16,179</b>
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$3,999.69
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,999.69
Number of grant-funded FTE (full-time equivalent) positions fringe benefits will be applied to	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$4,000</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$20,179</b>

**FRINGE BENEFIT WORKSHEET: Agreement #**

607371

DV Support Staff

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	9.100%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.750%
Total Salary Fringe Benefits Will Be Applied To	\$3,522.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$590</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,999.69
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,999.69
Number of grant-funded FTE (full-time equivalent) positions fringe benefits will be applied to	0.10
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$400</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$990</b>

FRINGE BENEFIT WORKSHEET: Agreement #

607371

Lieutenant

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	22.900%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	30.550% ✓
Total Salary Fringe Benefits Will Be Applied To	\$7,769.00 ✓
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$2,373</b> ✓
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$3,999.69
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,999.69
Number of grant-funded FTE (full-time equivalent) positions fringe benefits will be applied to	0.10 ✓
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$400</b> ✓
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$2,773</b> ✓

**FRINGE BENEFIT WORKSHEET: Agreement #**

607371 Law Enforcement Advocate/  
Outreach Team Supervisor

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	3.620%
RETIREMENT/PENSION	
WORKER'S COMP	4.570%
DENTAL/VISION	
LONG-TERM DISABILITY	0.600%
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.440%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$32,470.96
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$5,338</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$5,516.16
OTHER (SPECIFY) EMPLOYEE WELLNESS & PROFESSIONAL DEVELOPMENT	\$400.00
RETIREMENT/PENSION	\$650.00
Total Flat Rate Fringe	\$6,566.16
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	0.90
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$5,910</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$11,248</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	3.620%
RETIREMENT/PENSION	
WORKER'S COMP	4.570%
DENTAL/VISION	
LONG-TERM DISABILITY	0.600%
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.440%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$30,000.00
TOTAL RATED FRINGE BENEFITS	\$4,932
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$5,516.16
OTHER (SPECIFY) EMPLOYEE WELLNESS & PROFESSIONAL DEVELOPMENT	\$400.00
RETIREMENT/PENSION	\$650.00
Total Flat Rate Fringe	\$6,566.16
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	1.00
FLAT RATE FRINGE BENEFITS	\$6,566
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$11,498

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Member Rackauskas/O'Connor moved the County Board approve a Request Approval to Renew a Multi-Disciplinary Domestic Violence Grant #607371 from the Illinois Criminal Justice Information Authority - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

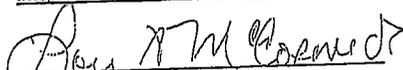
Member Rackauskas, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

<b>General Grant Information</b>	
<b>Requesting Agency or Department:</b> McLean County Court Services	<b>This request is for:</b> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<b>Granting Agency:</b> Illinois Criminal Justice Information Authority	<b>Grant Type:</b> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<b>Grant Title:</b> Multi Disciplinary Domestic Violence Grant	<b>Grant Date:</b> Start: 9/1/2010 End: 8/31/2011
<b>Grant Amount:</b> \$52,370	<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 11/01/2010
<b>Match Amount (if applicable):</b> Required Match: \$17,457 Overmatch: \$74,523	<b>Source of Matching Funds (if applicable):</b> McLean County Court Services
<b>Grant Total Amount:</b> \$144,350	<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Will it be likely to obtain this grant again next FY?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Grant Costs Information</b>	<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<b>Will personnel be supported with this grant:</b> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<b>Description of equipment to be purchased:</b> Wireless lap top computer																								
<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>4</td> </tr> <tr> <td>Personnel Cost</td> <td>\$127,275.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 9,912.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$137,187.00</td> </tr> <tr> <td colspan="2"><b>Additional Expenses</b></td> </tr> <tr> <td>Subcontractors</td> <td>\$0</td> </tr> <tr> <td>Equipment</td> <td>\$ 1,499.00</td> </tr> <tr> <td>Other</td> <td>\$5,664.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$144,350.00</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	4	Personnel Cost	\$127,275.00	Fringe Benefit Cost	\$ 9,912.00	Total Personnel Cost	\$137,187.00	<b>Additional Expenses</b>		Subcontractors	\$0	Equipment	\$ 1,499.00	Other	\$5,664.00	Total Additional Expenses	\$	<b>GRANT TOTAL</b>	<b>\$144,350.00</b>	<b>Description of subcontracting costs:</b> N/A
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	4																								
Personnel Cost	\$127,275.00																								
Fringe Benefit Cost	\$ 9,912.00																								
Total Personnel Cost	\$137,187.00																								
<b>Additional Expenses</b>																									
Subcontractors	\$0																								
Equipment	\$ 1,499.00																								
Other	\$5,664.00																								
Total Additional Expenses	\$																								
<b>GRANT TOTAL</b>	<b>\$144,350.00</b>																								
<b>Other requirements or obligations:</b> Trainings that will be funded through the federal grant, wireless card for laptop																									
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>																									

**Responsible Personnel for Grant Reporting and Oversight:**

  
Department Head Signature

8-13-10  
Date

  
Grant Administrator/Coordinator Signature (if different)

8/13/10  
Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

Form Date: 4/21/06

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Program

AGREEMENT NUMBER: 608074

PREVIOUS AGREEMENT NUMBER(S): 601174, 602174, 604174, 605147, 606174, 607074

ESTIMATED START DATE: September 1, 2010

SOURCES OF PROGRAM FUNDING:

FUND FFY 08 Funds: (08-WF-AX-0004)	\$ 52,370
Matching Funds:	\$ 17,457
Over-Matching Funds:	\$ 74,523
Total:	\$ 144,350

IMPLEMENTING AGENCY: McLean County

ADDRESS: 115 E. Washington St., Rm 401  
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER/CAGE (Implementing Agency) and CCR Registration Expiration Date: 057428943/762SR1  
7/26/2011

DATA UNIVERSAL NUMBERING SYSTEM NUMBER/CAGE (Program Agency) and CCR Registration Expiration Date: 075597187/747UN3  
3/24/2011

AUTHORIZED OFFICIAL: Matt Sorensen  
TITLE: County Board Chair  
TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil  
TITLE: McLean County Treasurer  
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Court Services

ADDRESS: 104 W. Front Street, Rm 700  
Bloomington, IL 61701

PROGRAM DIRECTOR: Lori McCormick  
TITLE: Director of McLean County Court Services  
TELEPHONE: 309-888-5361  
E-MAIL: Lori.mccormick@mcleancountyil.gov

FISCAL CONTACT PERSON: Lori McCormick  
AGENCY: McLean County Court Services  
TITLE: Director of McLean County Court Services  
TELEPHONE: 309-888-5361  
FAX: 309-888-5434  
E-MAIL: Lori.mccormick@mcleancountyil.gov

PROGRAM CONTACT PERSON: Mike Donovan  
TITLE: Deputy Director of McLean County Court Services  
TELEPHONE: 309-888-5361  
FAX: 309-888-5434  
E-MAIL: Michael.donovan@mcleancountyil.gov

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

Implementing Agency: McLean County Adult Court Services  
Agreement #: 608074

	<u>SOURCE</u>		<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act Funds	(VAWA) FFY 08	\$52,370
		Subtotal:	\$52,370
Match:	McLean County Adult Court Services		\$17,457
		Subtotal:	\$17,457
Over Match:	McLean County Adult Court Services		\$74,523
		Subtotal:	\$74,523
	<b>GRAND TOTAL</b>		<b>\$144,350</b>

McLean County Adult Court Services

Budget & Budget Narrative

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Project Coordinator	\$ 35,295.00	12	100%	\$ 35,295.00	\$ -	\$ 35,295.00
Probation Officer	\$ 46,165.00	12	100%	\$ -	\$ 46,165.00	\$ 46,165.00
Probation Officer	\$ 45,815.00	12	100%	\$ -	\$ 45,815.00	\$ 45,815.00
				\$ -		\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Total percentage time on program			3.00	\$ -	\$ -	\$ -
			Total Salary	\$ 35,295.00	\$ 91,980.00	\$ 127,275.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 9,912.00	\$ -	\$ 9,912.00
			<b>TOTAL PERSONNEL SERVICES</b>	\$ 45,207.00	\$ 91,980.00	\$ 137,187.00

14 Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

The Project Coordinator is paid a salary of \$35295 and benefits of \$9912. The Project Coordinator spends 100% of their time on this grant and will be paid 100% in Federal funds. The Project Coordinator is responsible for maintaining compliance with grant guidelines for all partners, compiling and submitting quarterly and year end reports, and facilitating MDT meetings and functions, and doing outreach in the community

The Probation Officers are paid salaries of \$46165 and \$45815 respectively. Fringe benefits will not be covered under this grant. The Probation Officers spend 100% of their time on this grant, which will be provided in match. Probation Officers will maintain contact with domestic violence offenders to ensure probation compliance. They will also attend all MDT meetings and provide data information to the Project Coordinator on a quarterly basis. Total match contribution will be \$91979.55



McLean County Adult Court Services

Budget & Budget Narrative

COMMODITIES

Item

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>					\$ -

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

McLean County Adult Court Services

Budget & Budget Narrative

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$	\$	\$
Airfare	\$ 500.00	3		\$ 1,500.00	\$ -	\$ 1,500.00
PerDiem	\$ 32.00	3	6	\$ 576.00	\$ -	\$ 576.00
Lodging	\$ 90.00	3	5	\$ 1,350.00	\$ -	\$ 1,350.00
Other (Specify) Taxi/ground transport	\$ 50.00	3		\$ 150.00	\$ -	\$ 150.00
<b>TOTAL TRAVEL COST</b>				<b>\$ 3,576.00</b>	<b>\$ -</b>	<b>\$ 3,576.00</b>

\* State rate is calculated at \$.50/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires a separate letter documenting prior Authority approval.

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

(See Attached Budget Instructions)

s travel budget is for the two Probation Officers and Project Coordinator to attend an ICJIA approved national DV related conference. Since the conferences and destinations are unknown, airfare is estimated at \$500 roundtrip for each person x 3 people for a total of \$1500; , per diem is at the out of state rate of \$32/day x 3 people x an estimated 6 days for a total of \$576; lodging is estimated at the higher out of state rate of \$90/night x 3 people x an estimated 5 nights for a total of \$1350 (hotel rooms may be shared if more than one person attends the same conference and are amenable to sharing, but this is based on no sharing); and taxi or ground transport costs of approximately \$50 per person x 3 people for a total of \$150. All costs for the training will come from Federal dollars.



	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ 45,207.00	\$ 91,980.00	\$ 137,187.00
EQUIPMENT	\$ 1,499.00	\$ -	\$ 1,499.00
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 3,576.00	\$ -	\$ 3,576.00
CONTRACTUAL	\$ 2,088.00	\$ -	\$ 2,088.00
TOTAL COST	\$ 52,370.00	\$ 91,980.00	\$ 144,350.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement #

608074

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells C-12 and H-12)

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	9.100%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.750%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$35,295.39
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$5,912</b>
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$3,999.69
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,999.69
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$4,000</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$9,912</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Member Rackauskas/Ahart moved the County Board approve a Request Approval to Renew a Multi-Disciplinary Domestic Violence Grant #608074 from the Illinois Criminal Justice Information Authority - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rackauskas, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

<b>General Grant Information</b>	
<u>Requesting Agency or Department:</u> State's Attorney's Office	<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 Criminal Justice Information Authority	<u>Grant TYPE:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16.588 <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Domestic Violence Multi-Disciplinary Team Program	<u>Grant Date:</u> Start: 9/1/2010 End: 8/31/2011
<u>Grant Amount:</u> \$76,386.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: .
<u>Match Amount (if applicable):</u> Required Match: \$25,462 Overmatch: \$13,570	<u>Source of Matching Funds (if applicable):</u> State's Attorney's Office / General Fund
<u>Grant Total Amount:</u> \$115,418	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>Grant Costs Information</b>	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>Description of equipment to be purchased:</u> none																								
<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>1.60 FTE</td> </tr> <tr> <td>Personnel Cost</td> <td>\$90,777</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$21,605</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$112,382</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$3036</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$115,418</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1.60 FTE	Personnel Cost	\$90,777	Fringe Benefit Cost	\$21,605	Total Personnel Cost	\$112,382	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$3036	Total Additional Expenses	\$	<b>GRANT TOTAL</b>	<b>\$115,418</b>	<u>Description of subcontracting costs:</u>
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	1.60 FTE																								
Personnel Cost	\$90,777																								
Fringe Benefit Cost	\$21,605																								
Total Personnel Cost	\$112,382																								
Additional Expenses																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$3036																								
Total Additional Expenses	\$																								
<b>GRANT TOTAL</b>	<b>\$115,418</b>																								
<i>Grant Total must match "Grant Total Amount" from General Grant Information</i>	<u>Other requirements or obligations:</u> Explanation of "Other" additional expenses: Travel and Contractual expenses related to domestic violence training conference attendance.																								

Responsible Personnel for Grant Reporting and Oversight:

  
Department Head Signature

8-12-10  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date

Form Date: 4/21/06

PROGRAM TITLE: Domestic Violence Multi-Disciplinary Team Program

AGREEMENT NUMBER: 609070

PREVIOUS AGREEMENT NUMBER(S): 607070, 601170, 602170, 603170, 603270, 606270

ESTIMATED START DATE: September 1, 2010

SOURCES OF PROGRAM FUNDING: VAWA

FUND FFY09 VAWA Funds (09-WF-AX-0008)	\$ 76,386.00
Matching Funds	\$ 25,462.00
Over-Matching Funds	\$ 13,570.00
<b>Total:</b>	<b>\$115,418.00</b>

IMPLEMENTING AGENCY: McLean County

ADDRESS: 115 East Washington Street, Room 401  
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER/CAGE (Implementing Agency) and CCR Registration Expiration Date: 057428943 / 62SR1  
7/26/11

DATA UNIVERSAL NUMBERING SYSTEM NUMBER/CAGE (Program Agency) and CCR Registration Expiration Date: 199070715 / 59Y-Y1  
8/5/11

AUTHORIZED OFFICIAL: Matt Sorensen  
McLean County Board Chairman  
309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil  
McLean County Treasurer  
309-888-5180

PROGRAM AGENCY: McLean County State's Attorney's Office

ADDRESS: 104 West Front Street, Room 605  
Bloomington, IL 61701

PROGRAM DIRECTOR: William A. Yoder  
McLean County State's Attorney  
309-888-5402  
E-MAIL: [bill.yoder@mcleancountyl.gov](mailto:bill.yoder@mcleancountyl.gov)

FISCAL CONTACT PERSON: Cynthia (Cindy) Outlaw  
AGENCY: McLean County State's Attorney's Office  
TITLE: Administrative Support Supervisor  
TELEPHONE: 309-888-5402  
FAX: 309-888-5429  
E-MAIL: [cindy.outlaw@mcleancountyl.gov](mailto:cindy.outlaw@mcleancountyl.gov)

PROGRAM CONTACT PERSON: William A. Yoder  
TITLE: McLean County State's Attorney  
TELEPHONE: 309-888-5402  
FAX: 309-888-5429  
E-MAIL: [bill.yoder@mcleancountyl.gov](mailto:bill.yoder@mcleancountyl.gov)

EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: Domestic Violence Multi-Disciplinary Team Program  
Agreement #: 609070

	<u>SOURCE</u>		<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act	FFY09	
		Subtotal:	\$76,386
Match:	McLean County State's Attorney's Office		\$25,462
		Subtotal:	\$25,462
Over Match:	McLean County State's Attorney's Office		\$13,570
		Subtotal:	\$13,570
	<b>GRAND TOTAL</b>		<b>\$115,418</b>





COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
none	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>					\$ -

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

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	313	2		\$ 626.00	\$ -	\$ 626.00
PerDiem	32	2	5	\$ 320.00	\$ -	\$ 320.00
Lodging	90	2	5	\$ 900.00	\$ -	\$ 900.00
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ 1,846.00	\$ -	\$ 1,846.00

\* State rate is calculated at \$.36/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

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

Figures listed allow for ASA 1 & 2 to attend an ICJIA approved national conference related to domestic violence issues (specific conference not yet chosen). Airfare is estimated at \$313.00 x 2 people for a total of \$626. Per diem is figured at out of state rate of \$32 per day x 2people x 5 days for a total of \$320. Lodging is figured at \$90.00 per night x 2 people x 5 nights for a total of \$900.



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 73,350.00	\$ 39,032.00	\$ 112,382.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 1,846.00	\$ -	\$ 1,846.00
CONTRACTUAL	\$ 1,190.00	\$ -	\$ 1,190.00
<b>TOTAL COST</b>	\$ 76,386.00	\$ 39,032.00	\$ 115,418.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 609070

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET UNDER PERSONNEL SERVICES

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	9.100%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.750%
Total Salary Fringe Benefits Will Be Applied To	\$90,777.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$15,205</b> ✓
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$4,000.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$4,000.00 ✓
Number of grant-funded FTE (full-time equivalent) positions fringe benefits will be applied to	1.60 ✓
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$6,400</b> ✓
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$21,605</b> ✓

Member Rackauskas/McIntyre moved the County Board approve a Request Approval to Renew a Multi-Disciplinary Domestic Violence Grant #609070 from the Illinois Criminal Justice Information Authority - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rackauskas, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2010  
Combined Annual Appropriation and Budget Ordinance  
IDPA IV-D Project Fund 0156, State's Attorney's Office 0020

WHEREAS, the McLean County Board, on November 19, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2010 adopted budget for the State's Attorney's Office; and,

WHEREAS, the State's Attorney's Office has been informed of the renewal of the contract with the Illinois Department of Human Services in the amount of \$299,304.00 to fund the salary, benefits, and operating costs for the IDPA IV-D Project services; and,

WHEREAS, the funding period runs from July 1, 2010 through June 30, 2011; and,

WHEREAS, the Finance Committee, at its regular meeting on Wednesday, September 1, 2010, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2010 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the IDPA IV-D Project Fund 0156, State's Attorney's Office Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Child Support- IV-D 0156-0020-0079-0400.4000	\$ 274,782.00	\$ 24,522.00	\$ 299,304.00
<u>TOTAL</u>	<u>\$ 274,782.00</u>	<u>\$ 24,522.00</u>	<u>\$ 299,304.00</u>

2. That the County Auditor is directed to add to the appropriated budget of the IDPA IV-D Project Fund 0156, State's Attorney's Office Department 0020 the following appropriations:

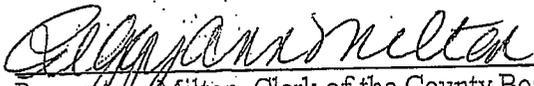
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
County's IMRF Contribution 0156-0020-0079-0599.0001	\$ 0.00	\$ 18,257.00	\$ 18,257.00
Social Security Contribution (F.I.C.A.) 0156-0020-0079-0599.0003	\$ 0.00	\$ 6,265.00	\$ 6,265.00
<u>TOTAL</u>	<u>\$ 0.00</u>	<u>\$ 24,522.00</u>	<u>\$ 24,522.00</u>

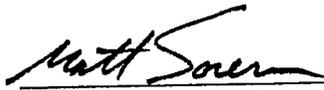
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

ADOPTED by the County Board of McLean County this 14<sup>th</sup> day of September, 2010.

ATTEST:

APPROVED:

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

  
 Matt Sorensen, Chairman  
 McLean County Board

e:john/statty\_ivd.sep10

Member Rackauskas/Segobiano moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance, IDPA IV-D Project Fund 0156, State's Attorney's Office 0020 - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rackauskas stated: The General Report can be found on pages 208-215 in your packet.

TRANSPORTATION COMMITTEE

Member Cavallini, Vice Chairman, presented the following:

BRIDGE CONSTRUCTION PETITION

Sec 2010 Old Town Karlyn Joint Culvert

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61701

Kickapoo Creek Tributary Drainage Structure, Located at Karlyn Court, Brentwood Estates

Ladies and Gentlemen:

Old Town Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the N line of the SW ¼ of Section 29 T 23 N, R 3 E. of the 3<sup>rd</sup> P.M., Old Town Road District.

That of the funds appropriated at the November 2009 meeting of the McLean County Board \$16,000 be used as the County's share of the cost of this structure.

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

Old Town Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above, and has estimated that the cost of the new drainage structure shall be \$32,000 and the present structure is inadequate.

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

Respectfully submitted.

Phil Reynolds  
Highway Commissioner

Old Town Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: Sept. 1, 2010

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: 9.21.2010

[Signature]  
Peggy Ann Milton, McLean County Clerk



# Old Town Township

2010 OLD TOWN

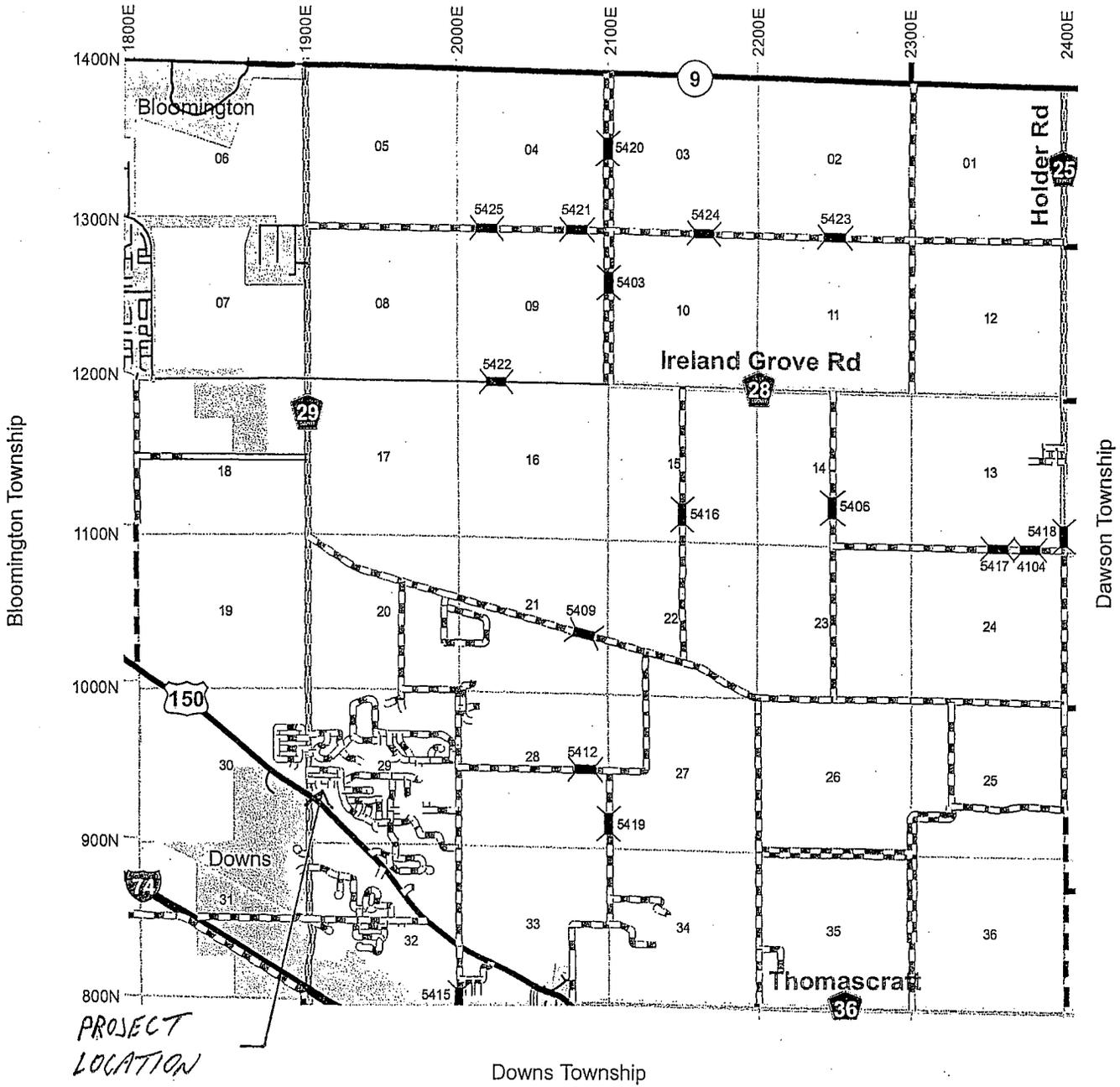
T24N R2E

KARLYN JOINT CULVERT



1 inch equals 1 mile

Towanda Township



## Legend

- |           |                 |                               |
|-----------|-----------------|-------------------------------|
| Townships | County Highways | Streets Maintained By         |
| Sections  | Surface Type    | Old Town Township--Oil & Chip |
| Bridges   | Hotmix          | Old Town Township--Gravel     |
|           | Oil & Chip      | Old Town Township--Dirt       |
|           |                 | Surrounding Township          |
|           |                 | IDOT                          |

Member Cavallini stated: I'd like to add a couple of comments and I'm sure some of you may have been receiving some phone calls over an issue and it is kind of connected in some ways with this Joint Culvert petition. I want to inform the Board that a letter had been sent to the Road Commissioner in which we said we would approve this Joint Culvert petition in hoping that he would also then take a similar attitude with a property owner who is asking him for road access and I would invite any of my colleagues on the Transportation Committee if they want to add anything to what I have said.

Chairman Sorensen stated: Are you moving this item?

Member Cavallini/Soeldner moved the County Board approve a Request Approval of Joint Culvert Petition for Sec 2010 Old Town Joint Culvert #1. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Cavallini, Vice Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2010  
Combined Annual Appropriation and Budget Ordinance  
McLean County Highway Fund 0120  
McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 17, 2009, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Fund 0120; and,

WHEREAS, the Transportation Committee at its regular meeting on September 7, 2010, approved and recommended to the County Board an Emergency Appropriation Ordinance for the County Highway Fund, Fund 0120, to reduce the budget authority for the Construction of Roads/Bridges/Culverts line-item and to provide additional budget authority for future expenses to be incurred in the Maintenance of Roads/Drainage Structures line-item of Fund 0120; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce the appropriation budget of the County Highway Fund 0120, Highway Department 0055, the following appropriations:

	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
County Highway Department Construction of Roads/Bridges/Culverts 0120-0055-0056-0810-0001	\$929,954.00	\$30,000.00	\$899,954.00

2. That the County Auditor is directed to add to the appropriation budget of the County Highway Fund 0120, Highway Department 0055, the following appropriations:

	<u>AMENDED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Maintenance of Roads/Drainage Structures 0120-0055-0056-0716-0001	\$208,027.50	\$30,000.00	\$238,027.50

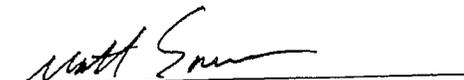
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Treasurer, County Auditor, and County Engineer.

ADOPTED by the McLean County Board the 21<sup>st</sup> day of September 2010.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Cavallini/McIntyre moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Fund 0120, McLean County Highway Department 0005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Cavallini, Vice Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2010  
Combined Annual Appropriation and Budget Ordinance  
McLean County Bridge Fund 0121  
McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 17, 2009, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Bridge Fund 0121; and,

WHEREAS, the Transportation Committee at its regular meeting on September 7, 2010, approved and recommended to the County Board an Emergency Appropriation Ordinance for the County Bridge Fund, Fund 0121, to reduce the budget authority for the Construction of Roads/Bridges/Culverts line-item and to provide additional budget authority for future expenses to be incurred in the Maintenance of Roads/Drainage Structures line-item of Fund 0121; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce the appropriation budget of the County Bridge Fund 0121, Highway Department 0055, the following appropriations:

	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
County Highway Department Construction of Roads/Bridges/Culverts 0121-0055-0056-0810-0001	\$1,289,850.00	\$20,000.00	\$1,269,850.00

2. That the County Auditor is directed to add to the appropriation budget of the County Bridge Fund 0121, Highway Department 0055, the following appropriations:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Maintenance of Roads/Drainage Structures 0121-0055-0056-0716-0001	\$138,714.00	\$20,000.00	\$158,714.00

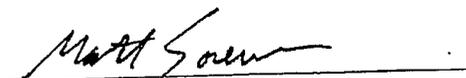
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Treasurer, County Auditor, and County Engineer.

ADOPTED by the McLean County Board the 21<sup>st</sup> day of September 2010.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Member Cavallini/McIntyre moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Fund 0121, McLean County Highway Department 0005. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Cavallini stated: The General Report can be found on pages 220-229 in your packet.

## REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: I will command your attention to pages II through XXIII of the Budget book you've just received that is the longer version of the message including the supporting tables.

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

The Fiscal Year 2011 Recommended Budget is balanced and complies with all applicable laws. This budget is the last in my 12 year McLean County career and 40 year public service career, and might well be the most challenging. The economic malaise continues. There are some signs of recovery, but we still see lower income tax revenue and continued real estate doldrums for McLean County. We are stuck with the State as our partner, with no way to know what the next Springfield surprise will be. Because County Government is a creature of the state, we are not able to escape this Draconian relationship. The FY 2011 budget shows less new revenue and new spending than last year's, for the 3<sup>rd</sup> year in a row. So far, staff and spending cuts will mainly affect internal operations, but any future cuts will reduce necessary public services.

The Fiscal Year 2011 Recommended Budget for all funds totals \$75,992,755, which is an increase of \$578,326, or 0.77% compared to the Fiscal Year 2010 Adopted Budget. This includes \$1,237,150 in re-appropriated fund balances. The two major drivers for the overall increase are: 1) a \$766,150 appropriation from existing fund balances in the Bridge Matching Fund to build a new bridge over Money Creek on County Highway 12 north of Towanda, and 2) a \$711,367 increase in Illinois Municipal Retirement Fund costs.

This budget will keep the overall 2011 property tax rate as close to the 2009 rate as possible. The General Fund totals \$31,269,505, a decrease of 1.65% compared to last year. The General Fund accounts for 41.1% of the total budget. The 40 Special Revenue Funds account for \$37,532,496, or 49.4% of the total budget. This includes \$7,581,773 for the eight Health Department funds and \$10,085,586 for the four Highway funds. There is also \$7,190,754 for the Nursing Home.

Justice and Public Safety programs are the biggest chunk, accounting for 64.6% of General Fund expenditures and 35.7% of total budget expenditures. The Criminal Justice Coordinating Committee continues to mature and produce important changes, like Drug Court, Recovery Court, jail population management, and better financial practices.

Our Health Department programs are second to none. McLean County set the mark by vaccinating over 30% of the County's population during the H1N1 crisis last year.

The County Highway staff is doing more with less, ranging all the way from the smallest township project to the \$10.5 million East Side Highway project.

Administration and Finance will begin FY 2011 with an upgraded financial accounting system and a new Voice over Internet Protocol (VoIP) phone system, which will save an estimated \$60,000 to \$120,000 per year in telephone costs.

McLean County unemployment increased by almost 30 percent during the last 12 months, from 5.5% in July of 2008 to 7.7% in July of 2009 to 8.4% this July. Although this is a slight improvement from January of 2010, and there are 1,124 additional people in the workforce than a year ago, there are also over 800 additional unemployed people compared to July of 2009.

Last year's budget was built on moderate assumptions, but the local economic recovery has been slower than we estimated. This year's budget will address the slow pace of employment and real estate improvements. The property tax levy accounts for 28.6% of the total revenue in the General Fund, 53% in the Health funds and 55.3% in the Highway funds. We based our property tax estimates on an estimated valuation increase of 4.7% last year---actual growth was only 3.5%. For FY 2011, we have reduced estimated valuation growth to 2.25%, the lowest in over 40 years. Farmland assessments will increase 10%, adding \$13 million to the County's equalized assessed value and new construction is expected to add \$60 million. Adjusting for exemptions, the total EAV for taxable purposes will increase by \$79,552,173.

Of the 19 County funds permitted by state statute to levy a property tax, 11 are limited by law as to their maximum tax rate. The remaining 8 property tax funds may set whatever rate necessary to meet their expenses. The 2010 property tax levy for all County funds totals \$32,848,755, an increase of \$858,657 or 2.68% over the adopted 2009 property tax levy. For the Fiscal Year 2011 Recommended Budget, the combined overall County property tax rate will increase by less than 4/100ths of a cent per \$100 of valuation. For the property taxpayer who lives in a home with a fair market value of \$165,000, taxes will increase from \$498.78 to \$500.87. This is about 12% of the overall tax bill.

The FY 2011 Recommended Budget for the General Fund totals \$31,269,505, a decrease of \$525,276 or 1.65% less than the Fiscal Year 2010 Adopted Budget. The General Fund tax rate is expected to decrease slightly to 24.81 cents per \$100.00 of valuation.

State Income Tax, Personal Property Replacement Tax, and Sales Tax came in 15% under budget in FY 2009. Our FY 2010 aggregate budget for Sales, Income and Personal Property Replacement Tax in FY 2010 was 4.5% less than FY 2009, but it looks like we will still be off by approximately 10%. The FY 2011 budget for the Big 3 from the state is lower by 5.8%, to a total of \$8,500,000. In summary, State revenue from the big three sources has declined by over \$1,000,000 in the past 4 years.

In the County Treasurer's Office, Interest earned on Investments is projected to decrease from \$785,000 this year to \$700,000 in Fiscal Year 2011. In five years, we have seen a decline of almost \$700,000 in interest earnings.

Our General Fund budget contains over 50 different licenses, permits, fees and fines, budgeted at \$5,581,850 in FY 2010 and estimated to increase by 1.1% to \$5,646,796 in FY 2011. In the County Recorder's Office, overall revenue has declined by 14.75%, from \$922,000 to \$786,000. In the Circuit Clerk's Office, total revenue in all categories is projected to increase by almost 7%, or \$219,643, largely due to increases in ticket and bond amounts implemented by Supreme Court rule. Overall Court Services revenue is budgeted to increase 14.95% in FY 2011. After the State's 41% cut in Probation Reimbursement last year, some of the cuts have been restored. But we will still receive less than 30% of what the statute says we should receive.

The Sheriff continues to bring in more fee revenue, doubling Civil Fee collections.

Building permit fees will drop by \$140,350 to \$285,600.

Parks and Recreation Department fee income will increase for the third straight year.

For the second straight year, we need to reduce General Fund expenditures to balance the budget.

Salary and employee benefit expenses are down 1.95%, supplies and commodities will increase 6.92%, contractual services will decrease 2.53%, and capital spending, will go down 8.5%.

14 of 22 General Fund departments will have budget decreases totaling \$681,587 and eight will combine for a total increase of \$156,311, producing an overall reduction of \$525,276 in General Fund Expenditures for FY 2011.

The County Administrator's budget will increase 2.58% to fund the Director of Administrative Services position. I believe it is essential to restore the funding and fill this position as of January 1, 2011. To do less would jeopardize an orderly succession in the County Administrator's Office.

The County Recorder's budget increases by 12.95% due to switching two existing positions from the Recorder's Document Storage Fund to the General Fund.

The Building and Zoning Department will experience a 7.02% increase due to the need to resume annual payments to the McLean County Regional Planning Commission.

The Supervisor of Assessments budget will increase 9.8% due to printing costs for the FY 2011 Quadrennial Reassessment.

The County Clerk's budget is down \$108,855 in recognition of FY 2011 being the lowest cost year in the four-year election cycle.

The Circuit Court budget decreases by 5.88% due to elimination of two court screener positions. The State's Attorney's Office budget decreases by 3.22% with the loss of an Assistant State's Attorney I position and an Office Support Specialist I position.

The Sheriff's Department will decrease by 1.32% due to elimination of one Deputy, one Corrections Officer and one support position.

Facilities Management is down by 4.93%, including the loss of one Visitor Aide and one Building Maintenance Worker.

The Information Technologies budget decreases by 1.68% due to elimination of two positions.

The Emergency Management Agency budget is reduced by 17.31% due to elimination of the support position.

The overall total for all Health Department budgets is \$7,581,773, an increase of \$219,459 or 2.98% over FY 2010 \$7,362,314. The FY 2011 Full-Time Equivalent Staffing level across all Health Department budgets is unchanged. In the three primary Health Department Special Revenue Funds, the combined property tax rate will decrease 0.36%, continuing a trend that has been in place for 18 years. The Persons with Developmental Disabilities Fund totals \$645,146, a 0.93% increase over 2010. The Tuberculosis Care and Treatment Fund totals \$303,199, a 1.62% increase over last year. The Health Department Fund totals \$4,389,315, a 1.71% increase over the prior year. The tax levy for the Health Department Fund totals \$3,074,717, or 2.01% more than last year, but the Health Department Fund property tax rate is projected to decrease slightly. As in past years there will be a 3% fee increase to support the food sanitation and Private Sewage Disposal Program. Mental Health contractual services will decrease slightly to \$906,042 from \$920,952 in FY 2010. Support for the McLean County Drug Court will continue with a 2.00% increase in provider rates, for a total of \$180,276. The Health Department expects to receive \$1,720,557 in grant funds, which represents a decrease of \$312,170 over the current fiscal year.

The Nursing Home budget totals \$7,190,754, a decrease of \$107,782 or 1.48% from the Fiscal Year 2010 Adopted Budget. Public Aid reimbursement is projected to decrease by \$205,000 from \$3,638,320 to \$3,432,990. Medicare reimbursement is projected to increase from \$943,160 this year to \$963,600 in Fiscal Year 2011. Private pay revenue is projected to increase from \$1,886,320 this year to \$1,923,550 in Fiscal Year 2011. The Nursing Home budget is based on an average daily census of 127 residents and a private pay rate of \$155 per day; last year's census base was 131 and the private pay rate was \$152.

The Highway Department budget totals \$10,085,586, an increase of \$440,558 from FY 2010. Three of the four funds are supported almost exclusively by property taxes. The total amount to be raised from property taxes for FY 2011 is \$5,580,436, an increase of \$81,372, or 1.47% over last year. The remaining fund, supported by State Motor Fuel Tax sharing, is expected to decrease by \$186,000. \$1,237,150 of the recommended budget total will be from existing fund balances.

The Fiscal Year 2011 Emergency Telephone Systems Board (ETSB) budget decreases by 2.54%, or \$46,386 to \$1,780,744. ETSB will contribute \$1,037,988 to support Metcom. The Metcom budget totals \$2,527,893, an increase of \$24,261 or 1.0%. The County's share increases from \$673,188 to \$679,853, a 1.0% increase.

General Fund staffing has dropped by 36 Full-Time Equivalent positions, over 7%, in the past two years. On an all funds basis, we are down almost 39 FTE's from 2009, which is almost 5%. 14 of 22 General Fund departments will have lower FTE levels in 2011 than they had in 2009. Seven departments will remain at their 2009 staffing levels, and one department will see an increase of one FTE.

Here are the major changes: Last year there was a freeze on across the board and merit pay increases. We were also able to avoid a cost increase in health insurance. That won't happen this year. The FY 2011 Recommended Budget includes funding for a 1.5% across the board compensation increase for all non-union employees. The merit plan will not be funded. Health insurance costs will increase by 11% this year. The uncertainty in the health care markets is likely to continue for several years.

The County's Illinois Municipal Retirement Fund (IMRF) employer contribution rate for regular employees will increase from 9.10% this year to 11.88% in Fiscal Year 2010. The Sheriff's Law Enforcement Personnel (SLEP) IMRF employer contribution rate will increase from 22.90% to 25.91%. These rates reflect the worst stock market performance in years and don't fully reflect the more recent earnings improvements. Our Early Retirement Incentive program also accounts for over one percentage point of this rate.

The Five-Year Capital Improvement Program contains fewer major projects than in past years. Building projects are for normal maintenance and minor projects, but there are no major building-related capital projects. Parks and Recreation projects include \$33,000 for a portion of the local match for the Normal-Towanda segment of the Historic Route 66 Trail System. There several kitchen and medical equipment replacement projects at the Nursing Home. The FY 2010 five-year road plan had 5 projects listed at a total value of \$4,772,000. The FY 2011-FY 2015 plan has 10 projects budgeted at a total of \$5,065,000.

Our goal with the reductions we recommended and you supported in mid 2010 was to reach a point of fiscal sustainability. For all the elements of the budget we can control and accurately estimate, we have done so. The wild card will continue to be the State.

Assembling a budget, especially when it is smaller than the previous year, requires a lot of patience and cooperation on everyone's part. Thanks to the Elected Officials and department heads, and all of our fellow employees for their understanding during these challenging times. All of us, working together, make McLean County Government the outstanding organization that it is.

Bill Wasson got us off to a terrific start for the FY 2011 budget process by hiring two very talented interns---Amy Uden from Illinois Wesleyan and Nick Cook from Illinois State. It seems the interns get smarter every year and I---well, you know. Bill not only did a tremendous amount of work on the budget, but at the same time he also led the management team on three union negotiations. Lots of folks help us get this done --thanks to Jude and Diana in our office, and to Rich Gilliam, Corey Pearl and Brad Runge for putting the books together.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2011 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2010 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2011 Recommended Budget be laid on the table for public review and comment. Thank You.

A copy of the Fiscal Year 2011 Recommended Budget can be found on file in the McLean County Clerk's Office.

Chairman Sorensen stated: I'll now ask that all the Committee Chairman please make note that extra meeting time may be required in the October cycle. All Members should be aware and expect to hear about that. Some Committees have already made plans. Are there any question? None heard.

#### OTHER BUSINESS AND COMMUNICATION

Member Soeldner stated: Thank you, Mr. Chairman. I would like to take just a moment to thank and commend Mr. Howe and his staff at the Health Department. Last month we dealt with some issues with fundraising for organizations football games and that kind of thing. I was well impressed and pleased with the outcome. I've spoke to those organizations, schools, and others in my district and they all seem to be happy with the outcome. I think sometimes we have a habit of thinking of the worst of some bureaucrats, if you want to consider them that, but I think in this particular case they rise well above expectations and I wanted to show my appreciation.

Chairman Sorensen stated: I know that many of us that represent rural districts appreciate the efforts of this Department. [applause] Other communication for the Board, it is my intention at the October regular meeting of the McLean County Board to recognize a motion to go into Executive Session of a body of the whole for the purpose of discussing pending litigation.

APPROVAL OF BILLS

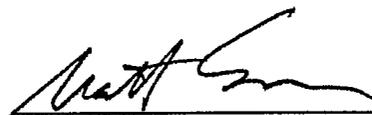
The McLean County Auditor presented the following and recommends it for payment.

MCLEAN COUNTY BOARD COMPOSITE

September 21, 2010

2010 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$255,539.01	\$255,539.01
Finance		\$701,374.22	\$701,374.22
Human Services		\$457,660.02	\$457,660.02
Justice		\$2,440,173.37	\$2,440,173.37
Land Use	\$232.15	\$31,287.54	\$31,519.69
Property		\$147,844.14	\$147,844.14
Transportation		\$1,441,321.22	\$1,441,321.22
Health Board		\$493,973.83	\$493,973.83
Disability Board		\$53,202.00	\$53,202.00
T. B. Board		\$15,190.59	\$15,190.59
<b>Total</b>	<b>\$232.15</b>	<b>\$6,037,565.94</b>	<b>\$6,037,798.09</b>

  
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 Matt Sorensen, Chairman  
 McLean County Board

Member Cavallini/Caisley moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until October 19, 2010 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:47 a.m.

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Matt Sorensen  
County Board Chairman

  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann 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 21<sup>st</sup> day of September, 2010, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14<sup>th</sup> day of October, 2010.

  
Peggy Ann Milton  
McLean County Clerk