

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

March 18, 2008

*Subject to approval at  
April 15, 2008  
County Board Meeting*



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**March 18, 2008**

The McLean County Board met on Tuesday, March 18, 2008 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

**The following Members answered to roll call:**

Members Tari Renner, Paul Segobiano, David Selzer, Cathy Ahart, Terry Baggett, Diane Bostic, John Butler, William Caisley, Don Cavallini, Walter Clark, Rick Dean, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, and Matt Sorensen.

**The following Members were absent:**

Michael Sweeney, George Gordon, and Ann Harding.

**Appearance by Members of the Public and County Employees:**

A Presentation was given by the Easter Seals, Bloomington Center on Improvements to services offered to McLean County Residents.

**Consent Agenda:**

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

The Consent Agenda read as follows:

County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of Resolution and Letting Results from the February 20, 2008 County MFT Maintenance Section, Non-MFT Maintenance & Construction Section and Township TBP Construction Section
- 2) Request Approval of Bridge Construction Petition
  - (a) Bellflower Twp – Sec 08-04139-00-BR – McNulta Bridge
- 3) Request Approval of Funk’s Grove Joint Bridge Repair Petitions
  - (a) Chapel of the Trees
  - (b) Johnson Bridge
- 4) Request Approval of Local Agency Agreement for Federal Participation, Sec. 05-00130-14-RS – Colfax/Weston Rd.
- 5) Request Approval of MFT Resolution – Sec. 05-00130-14-RS – Colfax/Weston Rd.
- 6) Request Approval of MFT Resolution – Sec. 07-00148-04-FP – Danvers/Carlock Rd.

Building and Zoning – Phil Dick, Director

- 1) Zoning Cases:  
None
- 2) Subdivision Cases:  
None

Transfer Ordinances

Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee
  - a) Request Approval to Purchase Personal Computers through Intergovernmental Purchasing – Information Technologies
  - b) Request Approval for a Printer Sense Agreement between McLean County and Document Imaging Dimensions - Information Technologies

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

- 1) REAPPOINTMENTS:  
None
- 2) APPOINTMENTS:  
None
- 3) RESIGNATIONS  
None

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 4, 2008, for a letting held on February 20, 2008, for one (1) McLean County MFT Maintenance Section, one (1) McLean County Non-MFT Maintenance Section, one (1) McLean County Non-MFT Construction Section and one (1) Township TBP Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on March 4, 2008,

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

**2008 MFT MAINTENANCE SECTION:**

**McLean County..... Sec 08-00000-00-GM..... GR 9**

The successful bidders on the above section were:

McLean County Asphalt Co, Inc .....	\$5,300.00
1100 W Market St, Bloomington, IL 61701	
HJ Eppel & Co, Inc (Old Rte 66 & 1200 North Rd, Livingston Co).....	\$5,200.00
1400 Tuesburg Ct, Pontiac, IL 61764	
River City Supply, Inc (Normal or Downs).....	\$5,700.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609	

**2008 Non-MFT MAINTENANCE SECTION:**

**McLean County..... Sec 08-00000-00-GM..... GR 10**

The successful bidder on the above section was:

McLean County Asphalt Co, Inc .....	\$58,190.00
1100 W Market St, Bloomington, IL 61701	

**2008 Non-MFT CONSTRUCTION SECTION:**

**McLean County..... Sec 05-00130-13-BR – Seegmiller Bridge**

The successful bidder on the above section was:

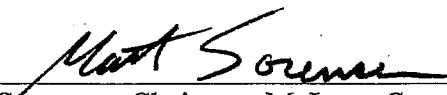
Stark Excavating, Inc .....	\$539,681.06
1805 W Washington St, Bloomington, IL 61701	

**2008 TBP CONSTRUCTION SECTION:**

**Lexington RD..... Sec 04-21131-00-BR – Reynolds Bridge**

The successful bidder on the above section was:

Stark Excavating, Inc .....	\$302,913.00
1805 W Washington St, Bloomington, IL 61701	

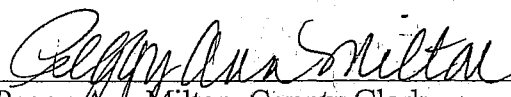
  
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                  ] SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 18, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of March A.D., 2008.

[SEAL]

  
Peggy Ann Milton, County Clerk

# McLEAN COUNTY HIGHWAY DEPARTMENT

February 20, 2008

## McLEAN COUNTY

Sec. 08-00000-00-GM GR 9

Hot Mix Asphalt

Location of Asphalt Plant

## McLEAN CO. ASPHALT

Unit Price

\$55.00

Quantity

100

Unit

Ton

## HJ EPPLE CO.

Unit Price

\$52.00

Quantity

100

Unit

Ton

## McLEAN CO. ASPHALT

Unit Price

\$53.00

Quantity

100

Unit

Ton

## McLEAN CO. ASPHALT

Unit Price

\$57.00

Quantity

100

Unit

Ton

## McLEAN COUNTY

Sec. 08-00000-00-GM GR 10

Bituminous Materials (Prime Coat)

Incid. HMA Binder (@ Facility)

Incid. HMA Surface (@ Facility)

Incid. HMA Surface (Intermittent Overlay)

Incid. HMA Surface (Patch)

## McLEAN CO. ASPHALT

Unit Price

\$55.00

Quantity

100

Unit

Ton

## HJ EPPLE CO.

Unit Price

\$52.00

Quantity

100

Unit

Ton

## McLEAN CO. ASPHALT

Unit Price

\$53.00

Quantity

100

Unit

Ton

## McLEAN CO. ASPHALT

Unit Price

\$57.00

Quantity

100

Unit

Ton

## McLEAN COUNTY

Sec. 05-00130-13-BR

Earth Excavation

Channel Excavation

Furnished Excavation

Porous Granular Embankment

Seeding, Class 2 (Special)

## McLEAN CO. ASPHALT

Unit Price

\$55.00

Quantity

100

Unit

Ton

## HJ EPPLE CO.

Unit Price

\$52.00

Quantity

100

Unit

Ton

## McLEAN CO. ASPHALT

Unit Price

\$53.00

Quantity

100

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## McLEAN CO. ASPHALT

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\$57.00

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Sec. 05-00130-13-BR

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Sec. 05-00130-13-BR

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\$53.00

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\$57.00

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## McLEAN COUNTY

Sec. 05-00130-13-BR

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Unit

Ton

## HJ EPPLE CO.

Unit Price

\$52.00

Quantity

100

Unit

Ton

# McLEAN COUNTY HIGHWAY DEPARTMENT

February 20, 2008

McLEAN COUNTY  
SEC. 04-21131-00-BR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	STARK BID BOND UNIT PRICE TOTAL	OTTO BAUM BID BOND UNIT PRICE TOTAL	HJ EPPLE CO. BID BOND UNIT PRICE TOTAL	ROWE UNIT PRICE TOTAL	HALVERSON CONST. UNIT PRICE TOTAL
Earth Excavation	Cu Yd	140.0	\$20.00	\$2,800.00	\$62.00	\$4,000.00	\$22.00	\$3,080.00	\$0.00
Channel Excavation	Cu Yd	190.0	\$15.00	\$2,850.00	\$10.00	\$3,800.00	\$18.00	\$3,420.00	\$0.00
Furnished Excavation	Cu Yd	310.0	\$20.00	\$6,200.00	\$1.00	\$3,100.00	\$25.00	\$7,750.00	\$0.00
Porous Granular Embankment	Ton	95.0	\$30.00	\$2,850.00	\$32.00	\$3,040.00	\$36.00	\$3,420.00	\$0.00
Seeding, Class 2 Special	Acre	0.3	\$7,500.00	\$2,250.00	\$7,669.67	\$2,300.00	\$7,800.00	\$2,340.00	\$0.00
Riprap Special	Sq Yd	655.0	\$40.00	\$26,200.00	\$35.00	\$23,090.00	\$40.00	\$26,200.00	\$0.00
Aggregate Surface Course, Type B	Ton	390.0	\$25.00	\$9,750.00	\$26.00	\$10,140.00	\$25.00	\$9,750.00	\$0.00
Removal of Existing Structures	Each	1.0	\$15,000.00	\$15,000.00	\$27,500.00	\$70,000.00	\$9,000.00	\$9,000.00	\$0.00
Concrete Structures	Cu Yd	23.2	\$700.00	\$16,240.00	\$875.00	\$20,300.00	\$816.00	\$18,792.00	\$0.00
Concrete Superstructure	Cu Yd	109.9	\$755.00	\$84,073.50	\$895.00	\$98,360.50	\$990.00	\$108,801.00	\$0.00
Concrete Encasement	Cu Yd	10.0	\$1,200.00	\$12,000.00	\$1,600.00	\$16,000.00	\$1,050.00	\$10,500.00	\$0.00
Protective Coat	Sq Yd	251.0	\$2.50	\$652.50	\$3.50	\$878.50	\$3.50	\$878.50	\$0.00
Reinforcement Bars Epoxy Coated	Pound	29400.0	\$1.25	\$36,750.00	\$1.25	\$36,750.00	\$1.66	\$48,992.00	\$0.00
Steel Railing, Type S1	Foot	174.0	\$100.00	\$17,400.00	\$80.00	\$13,920.00	\$83.40	\$14,511.60	\$0.00
Furnishing Steel Piles HP 10x42	Foot	490.0	\$40.00	\$19,600.00	\$42.00	\$20,580.00	\$52.00	\$25,480.00	\$0.00
Drilling Piles	Foot	490.0	\$4.00	\$1,960.00	\$0.10	\$49.00	\$0.01	\$4.90	\$0.00
Test Pile Steel HP 10x42	Each	2.0	\$4,000.00	\$8,000.00	\$5,250.00	\$10,500.00	\$3,000.00	\$6,000.00	\$0.00
Name Plates	Each	1.0	\$300.00	\$300.00	\$350.00	\$350.00	\$400.00	\$400.00	\$0.00
Traffic Barrier Terminal, Type 5A	Each	4.0	\$1,000.00	\$4,000.00	\$975.00	\$2,700.00	\$900.00	\$3,600.00	\$0.00
Traffic Barrier Terminal, Type 1	Each	4.0	\$2,500.00	\$10,000.00	\$1,225.00	\$4,900.00	\$1,500.00	\$6,000.00	\$0.00
Terminal Marker - Direct Applied	Each	4.0	\$50.00	\$200.00	\$35.00	\$140.00	\$35.00	\$140.00	\$0.00
				\$279,076.00	\$302,913.00	\$413,043.54	\$309,495.00	\$0.00	\$0.00
					8.54%	48.00%	10.50%	-100.00%	-100.00%



# BRIDGE PETITION

Sec 08-04139-00-BR

TO: McLean County Board  
Care of County Clerk  
Government Center  
Bloomington, Illinois

McNulta Drainage Structure, Located at 550 North Road on 4100 East Road

Gentlemen:

Bellflower 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 West line of the SW  $\frac{1}{4}$  of Section 13, T 22 N, R 6 of the 3<sup>rd</sup> P.M., Bellflower Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$27,500 be used as the County's share of the cost of this structure.

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

Bellflower Road District further states that the County Engineer has made a survey of the water shed and has determines 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 \$275,000 and the present structure is inadequate.

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

Respectfully submitted.

Marion Shelton  
Highway Commissioner

Approved [Signature]  
County Engineer, McLean County, IL

Bellflower Road District

Date: 2/22/08

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Peggy Ann Milton  
Peggy Ann Milton, County Clerk

Date: 3-18-2008

## BRIDGE PETITION

Sec. 2008 Joint Bridge Repair (1)

TO: McLean County Board  
Care of County Clerk  
Government Center  
Bloomington, Illinois

Chapel of the Trees 057-4519 Drainage Structure at 550N - 735E

Gentlemen:

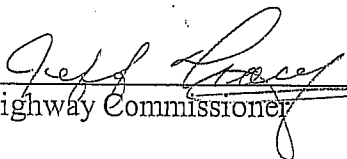
Funks Grove Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 550N - 735E in Funks Grove Road District.

That of the funds appropriated at the November 20<sup>th</sup> 2007 meeting of the McLean County Board, \$ 2,700.00 be used as the County's share of the cost of this structure.

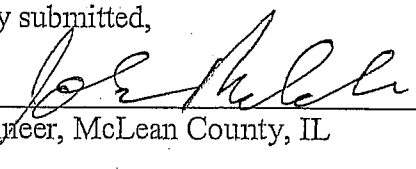
Funks Grove Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

Funks Grove Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 5,400.00.

Funks Grove Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

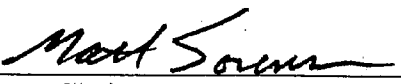
  
Highway Commissioner

Respectfully submitted,

Approved   
County Engineer, McLean County, IL

Date: 2-20-08

FUNKS GROVE Road District

Approved   
Matt Sorensen, Chairman McLean County Board

Date: 3-18-2008

## BRIDGE PETITION

Sec. 2008 Joint Bridge Repair (2)

TO: McLean County Board  
Care of County Clerk  
Government Center  
Bloomington, Illinois

Johnson Bridge 057-4521 Drainage Structure at 765N - 775E

Gentlemen:

Funks Grove Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 765N - 775E in Funks Grove Road District.

That of the funds appropriated at the November 20<sup>th</sup> 2007 meeting of the McLean County Board, \$ 4,250.00 be used as the County's share of the cost of this structure.

Funks Grove Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

Funks Grove Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 8,500.00.

Funks Grove Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

Jeff Hany  
Highway Commissioner

Respectfully submitted,


Approved Joe Melch  
County Engineer, McLean County, IL

Date: 2-20-08

FUNKS GROVE Road District

Approved Matt Soren  
Matt Sorensen, Chairman McLean County Board

Date: 3-18-2008

 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	McLean County	X			
	Section	Fund Type		ITEP Number	
	05-00130-14-RS	STR, TAR			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-308-08	RS-349(113)				

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

#### Location

Local Name Colfax/Weston Road Route FAS 349 Length 7.36 miles  
 Termini CH 8 (FAS 473) to US 24

Current Jurisdiction McLean County Existing Str. No. \_\_\_\_\_

#### Project Description

Pavement resurfacing

#### Division of Cost

Type of Work	FHWA	%	TARP	%	LA	%	Total
Participating Construction	1,641,600	( * )	458,400	( ** )	0	( Bal )	2,100,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
TOTAL	\$ 1,641,600		\$ 458,400		\$		\$ 2,100,000

\*80% STR funds, to be used second

\*\*LS \$458,400 TARP not to exceed 50% of the final cost of the project to be used first as a match to the federal funds

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

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

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

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.


(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Matt Sorensen

Title County Board Chairperson  
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date 3.18.2008

TIN Number 200000113

APPROVED

State of Illinois  
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date \_\_\_\_\_

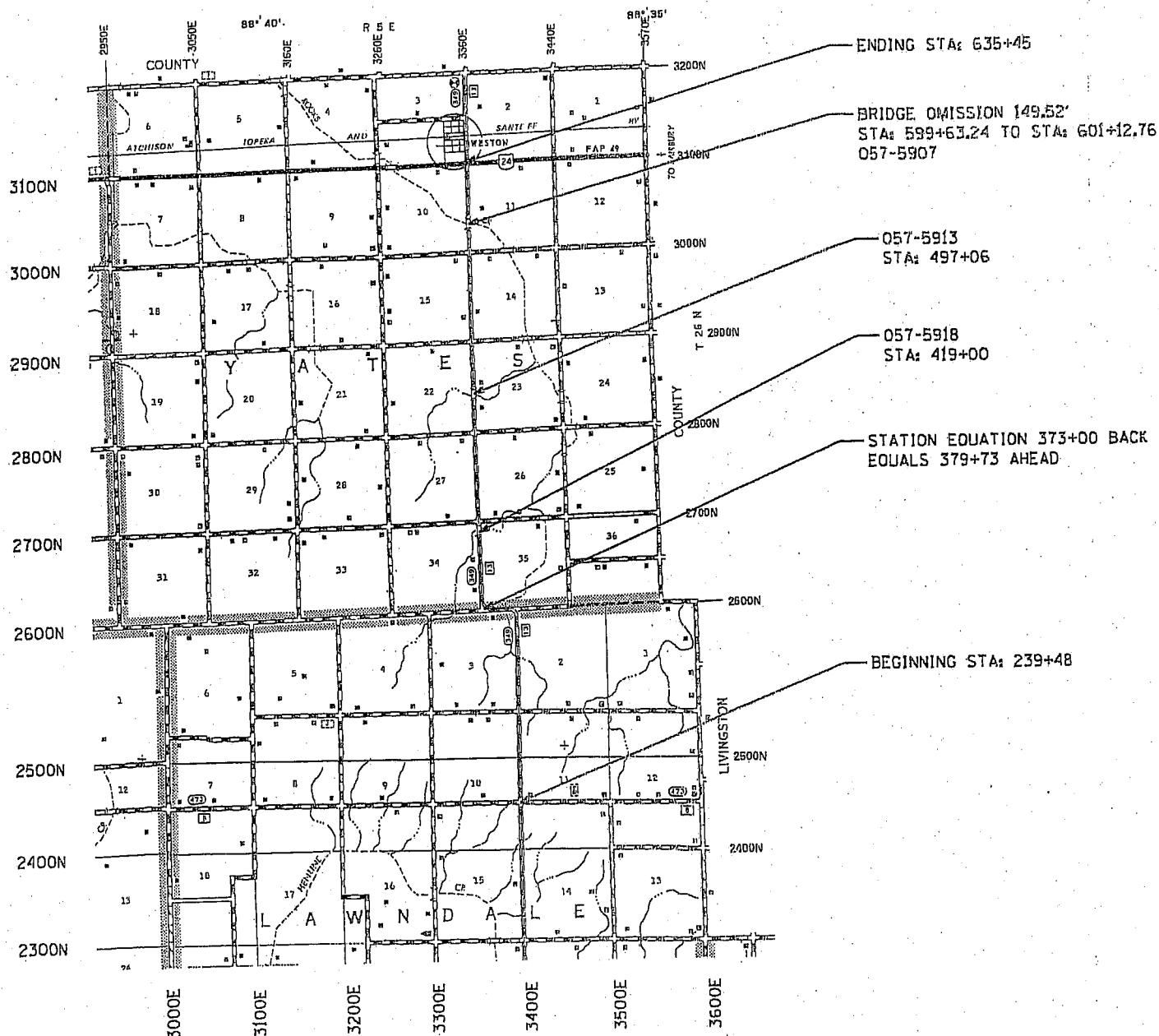
Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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

MCLEAN COUNTY  
LOCATION MAP  
COLFAX-WESTON RD  
SECTION 05-00130-14-RS







**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

**Colfax-Weston Road (05-00130-14-RS)**

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

County Highway(s) 13, beginning at a point near the Northwest Corner of the Southwest 1/4, of Section 11, T25N, R5E, of the 3<sup>rd</sup> P.M. (C.H. 8 (2450N))

and extending along said route(s) in a(n) Northerly direction to a point near the Northwest Corner Section 11, T26N, R5E, of the 3<sup>rd</sup> P.M. (U.S. Route 24 (3100N))

, a distance of approximately 38,880 feet (7.364 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the installation of leveling binder, hot-mix asphalt binder and surface courses, area reflective crack control treatment, aggregate shoulders, and misc. other related  
(Describe in general terms)  
Items.

and shall be designated as Section 05-00130-14-RS and,

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

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

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred Thousand  
dollars, ( \$100,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

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

Matt Sorensen, Chairman – McLean County Board

Approved

Date

Department of Transportation

Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular meeting held at Bloomington, IL

on March 18, 2008  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 20 day of m A.D. \_\_\_\_\_  
(SEAL) \_\_\_\_\_ County Clerk



**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

**Danvers-Carlock Road (07-00148-04-FP)**

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

County Highway(s) 53, beginning at a point 0.17 miles North of the SE corner of the SW 1/4 of the SE 1/4 of Section 14, T24N, R1W, of the 3<sup>rd</sup> P.M. (C.H. 18 (1700N @ 475E))  
and extending along said route(s) in a(n) Northerly and Easterly direction to a point near the SE corner of the NW 1/4 of Section 31, T25N, R1E, of the 3<sup>rd</sup> P.M. (2050N and 650E)

, a distance of approximately 25,662.47 feet (4.86 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the installation of leveling binder, hot-mix asphalt surface course, area reflective crack control treatment, aggregate shoulders, and misc. other related items.  
(Describe in general terms)

and shall be designated as Section 07-00148-04-FP and,

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

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million  
dollars, ( \$1,000,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

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

*Matt Sorensen*

Matt Sorensen, Chairman – McLean County Board

Approved

Date

Department of Transportation

Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular  
meeting held at Bloomington, IL  
on March 18, 2008  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 20 day of March A.D. 2008  
(SEAL) *Peggy Ann Milton* County Clerk

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2008  
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

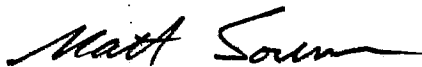
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE  
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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:	ACCOUNT TITLE	AMOUNT	CREDIT:	ACCOUNT TITLE	AMOUNT
FROM			TO		
-----					
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD				
	PGM 0001 LEGISLATION & POLICY				
0777 0017	METRO COMM CENTER XFER	583,362.00			
		583,362.00			
		=====			=====
Property Committee					
	FUND 0161 DEPARTMENT 0115 GOVERNMENT BUILDING				
	PGM 0115 GOVERNMENT CENTER				
0769 0001	INTEREST EXPENSE	28,561.00			
			0808 0002	LEASE/PURCHASE BUILDINGS	28,561.00-
		28,561.00			28,561.00-
		=====			=====

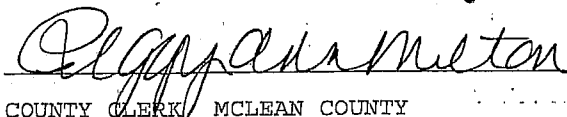
ADOPTED BY THE County Board Of McLean County, Illinois

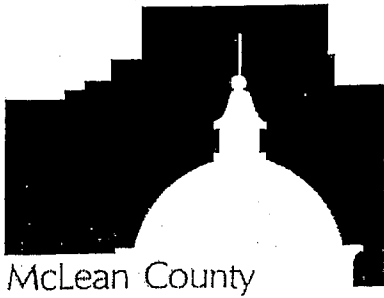
THIS 18TH DAY OF MARCH , 2008



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:

  
COUNTY CLERK, MCLEAN COUNTY



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

Matt Sorensen  
Chairman

March 13, 2008

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

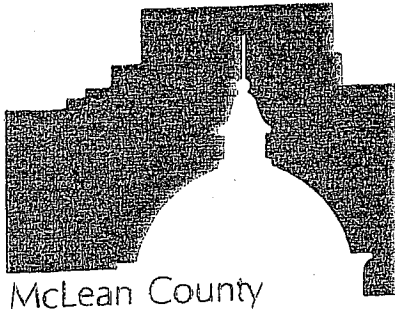
Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Information Services Department to approve the bid award for the purchase of personal computers under Contract award #N3991356, a contract between Dell Computer and the National Association of State Procurement Officials. The recommended configurations under the Contract are Standard Configuration #1 at a unit cost of \$767.50 and Standard Configuration #2 at a unit cost of \$904.45. Standard Configuration #2 adds a 17 inch flat panel monitor to the purchase.

Funds for this purchase were appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2008 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

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



**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 Personal Computers  
Through Intergovernmental Purchasing**

March 11, 2008

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

I respectfully request permission to purchase Dell computer systems under Contract N3991356, a contract between Dell and NASPO (National Association of State Procurement Officials). Given that I believe this to be advantageous to McLean County, and given that I have the support of the County Administrator in making such a purchase, permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing. County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

These machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract.

Information Services would like to purchase from two basic configurations exist within the contract.

Configuration #1, at \$767.50 consists of a 2.2 GHz, 2 GB Ram, 80gb hard drive, 16x DVD+/- rw DVD burner as well as a DVD reader. Video card capable of supporting dual monitors. No monitor, includes Gold Technical support, Next business day repair.

This purchase is part of the Fiscal Year 2008 budget within Information Technologies.

Configuration #2, at \$904.45 is the same as Configuration #1, but adds a 17" flat panel monitor.

Configuration	Qty	Price	Extended Price
#1	130	\$767.50	\$99,775
#2	20	\$904.45	\$18,089
<b>Total</b>			<b>\$117,864</b>

I respectfully request permission to purchase these personal computers through intergovernmental purchasing.

Respectfully submitted,

Craig Nelson  
Director, Information Services

## Printer SeNSE™ End User Agreement

This Agreement is made with effect as from \_\_\_\_\_ between Document Imaging Dimensions (DID), an Illinois corporation and McLean County ("Customer"), an County of Illinois, where DID will provide Maintenance Service of Equipment to machines using DID products and Toner Cartridges at Customer's locations, and specified in accordance with the terms of this Agreement.

- 1) **Term:**  
The initial term of this agreement shall be 1 years from the Effective Date. Thereafter the term shall be automatically renewed for successive one-year terms, unless cancelled at the end of the initial term or any renewal term by either party on written notice given not less than thirty (30) days prior to the end of said term.

2) **DID Responsibilities:**

DID will:

- (a) Provide Maintenance Service and Toner Cartridges to Customer's equipment outlined in Schedule A, subject to the terms and conditions in the Schedule of Maintenance/Supply Services (Schedule B).
- (b) Reserves right to inspect all equipment on Schedule A. If any Equipment is found to have deferred maintenance, Customer will be charged for parts only to restore equipment to normal working condition. Waive per Pmc
- (c) Once Printer Sense™ program has begun and DID has done their inspection (per Paragraph 2(b) and accepted the Equipment into the program, any Equipment on Schedule A will be repaired per Maintenance/Supply Services (Schedule B). If DID determines (at DID's sole discretion) that a piece of equipment can not be repaired, DID will replace that equipment with another comparable product at DID's expense provided replaced equipment is surrendered, at no cost, to DID.

3) **Customer Responsibilities:**

Customer will:

- (a) Give timely notice of additions, deletions, and movement of Equipment as described in Schedule A.
- (b) Appoint a Maintenance Coordinator.

Customer Agrees:

- (a) To perform no repairs, adjustments, or maintenance work to the units under contract without authorization from DID.
- (b) To provide DID at no charge, access to the equipment and facilities, such as working space, electricity and local telephone line.

- (c) To purchase all Toner Cartridges for the Equipment outlined in Schedule A from DID according to prices and terms and conditions (Schedule C).
- (d) Must order at least one Toner Cartridge per machine that is on Schedule A at the time of execution of the Contract and/or when new Equipment is added to Schedule A. Then purchase \$ as needed product from DID over the next 12 months

4. Charges:

- (a) Toner Cartridge prices with respect to the Equipment listed in Schedule A attached hereto, will commence with the Effective Date hereof, and will be invoiced for each order shipped.
- (b) Toner Cartridge prices with respect to the Equipment listed in Schedule A, shall remain fixed for one year.
- (c) Payment of Charges will be made by Customer within thirty (30) days of invoice date. If no payment is received within 30 days, DID will charge 1 1/2% interest per month.
- (d) Freight charges will be invoiced to Customer for each order shipped unless Customer purchases more than \$1500 per order directed to a single location. *NO freight per PMC*
- (e) There shall be added to the charges due hereunder, an amount equal to all sales or use taxes which DID is required to collect on behalf of any taxing authority having jurisdiction, excepting taxes for which Customer shall have provided a current and valid resale exemption certificate appropriate to its taxing jurisdiction.

5) Default and Termination:

- (a) DID or Customer may terminate this Agreement on thirty (30) days written notice to the other party.
- (b) DID may terminate this Agreement on fifteen (15) days written notice upon default and/or delinquency in the payment due of any invoiced amount.
- (c) Termination of this Agreement will not adversely affect any rights existing as of the Effective date of termination.
- (d) In the event that DID determines that Toner Cartridges not purchased from DID are being used in the Equipment outlined in Schedule A, DID has the right to terminate this Agreement, and/or bill the Customer for cost (per Schedule B pricing list) of all service provided to the Customer for a period of previous sixty (60) days.
- (e) Bankruptcy of either party will immediately terminate this Agreement.

6) Title, Risk of Loss, Product Liability and Disclaimers:

- (a) DID will not have title to the Equipment or to any Parts, which Customer may supply, unless DID specifically purchases such Equipment or Parts. DID will bear the risk of loss or damage with respect to Equipment and/or Parts/Supplies lost or damaged in shipment to Customer for repair. Customer will bear the risk of loss or damage with respect to Equipment and/or Parts/Supplies lost or damaged in shipment to DID.
- (b) Subject to the limitations of the following paragraph, the parties shall indemnify and save harmless each other from and against any third party claim for liability, loss, damage or expense of any kind for bodily injury or real or tangible personal property damage caused by the negligent acts, or omissions, or the willful misconduct of such party, its agents, or employees.
- (c) DID will not be liable (i) for personal injury or property damage, except personal injury or property damage caused by its negligence; (ii) for incidental, special, indirect or consequential damages; or (iii) for any damages (regardless of their nature) caused in whole, or in part, by the Customer's failure to fulfill or observe its obligations under the conditions of any service provided in this Agreement. DID's obligations hereunder are in lieu of all warranties, expressed or implied.
- (d) Customer is solely responsible to ensure that all its files are adequately duplicated and documented. DID will not be responsible for Customer's failure to so protect their files, nor shall it be responsible for the cost of reconstructing data stored on disk files, tapes, memories, etc., lost during the course of services rendered hereunder.

7) **NO WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY ACCEPTS EQUIPMENT "AS IS."

8) **Force Majeure:**

DID will not be responsible or liable in any way for its failure to perform its obligation under this Agreement during any period in which performance is prevented or hindered by conditions beyond its control (i.e. acts of God, fire, flood, war, embargo, strikes, labor disturbance, explosions, riots and laws, rule, regulations, and orders of any government authority). If such period extends for more than sixty (60) days, then Customer's obligations, except its obligations, to pay for Maintenance Services/Supplies or other Services performed by DID, will be suspended and commensurably extended until such performance is no longer prevented or hindered.

9) **General:**

- a) ~~This Agreement is not assignable by either party without the prior written~~  
consent of the other party, which consent shall not be unreasonably withheld.



- (b) Any Notice or other communication given under this Agreement will be in writing and mailed to the other party to the attention of the undersigned (or his designee) at the address shown on the signature page hereto. Any such Notice, if mailed properly addressed and postage prepaid, Registered or Certified Mail, will be deemed given when deposited in the United States Mail.
- (c) The terms of this Agreement will prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer for repair or maintenance of the Equipment.
- (d) Both parties acknowledge that this Agreement is the complete and exclusive statement of the Agreement between them, superceding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- (e) This Agreement is executed and is to be governed by and construed in accordance with the laws of the State of Illinois.
- (f) This agreement maybe amended or altered only by written agreement of both parties.
- (g) The waiver of any breach of any term or condition of this Agreement is not a waiver of any other term or condition of this Agreement.
- (h) If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity, or unenforceability only, without in any way affecting the remaining provisions of the Agreement.

Accepted by:

Document Imaging Dimensions, Inc.  
1213 Bridge Street  
Yorkville, IL 60560

By:

Paula M. Cheskie

Authorized Signature

Loren Underhill

Paula M. Cheskie

President

Title

Sales Manager

3-24-08

Date

Accepted by:

By:

Matt Sorenson

Authorized Signature

Matt Sorenson

Name

Chairman, McLean County Board

Title

4.1.2008

Date

**Schedule A**

**Equipment to be serviced**

## **Schedule B**

### **Schedule of Maintenance/Supply Services**

Printer Maintenance Services and Supplies shall be provided only on authority of Customer per the charges listed on Schedule C (Pricing Schedule), billed to Customer with respect to each item of Equipment as listed on Schedule A (Equipment to be Serviced).

**1: Hours of Service:**

Maintenance Service shall be furnished only during Principal Period of Maintenance (PPM) which is that period of each work day beginning 8:00AM and ending at 5:00PM in the same time zone in which Equipment is located, Monday through Friday, excepting legal national holidays in the local area. Any Maintenance Service started during the PPM and completed within one hour after the PPM will be treated as having been performed within the PPM and no additional charges will be made.

If Customer requests Maintenance Service to be performed at a time, which is outside the PPM, such Maintenance Service, will be furnished at the applicable DID per call hourly rates then in effect.

Customer shall request Maintenance Service through electronic communication (telephone or E-mail) direct to DID at the telephone number or E-mail address provided by DID. DID is obligated to contact Customer within one hour of such request.

**2: Equipment:**

Equipment accepted by DID for Maintenance Service hereunder shall be as set out in Schedule A attached hereto.

Thereafter, Items of Equipment subject to this Agreement may be added, deleted and/or controlled in accordance with Equipment Location Addendum signed by Customer and accepted by DID.

Equipment in service, not previously maintained by DID, included in Schedule A or supporting Equipment Location Addendum, is subject to inspection and acceptance by DID. Equipment going under maintenance must be in good working order. If Equipment submitted for Maintenance Service is found to be ineligible without remedial maintenance or refurbishment, and both parties find it economically feasible to restore the equipment to eligibility, then upon authority of the Customer, DID shall restore the Equipment to normal working condition and the item shall immediately be accepted in accordance with the terms of this section. Customer shall be charged for parts only needed to restore the equipment to normal working condition.

DID shall accept for Maintenance Service all items of Equipment which DID shall install at the request of Customer, and such items of Customer installable new Equipment as Customer shall have installed, provided however, that DID shall have the option, at its expense, to inspect such installation.

**3: Maintenance Services**

Maintenance Services shall consist of parts, travel, labor and consumable toner supplies required to maintain and/or restore Equipment to good working order. Maintenance Service includes preventive maintenance and on-call remedial maintenance based upon specific needs of the individual type and item of Equipment.

If DID is unable to repair the Equipment, or other wise return it normal working condition, then DID will replace Equipment with comparable Equipment at DID's expense.

The following are outside the scope of Maintenance Service:

- a) Remedial or preventive maintenance performed outside of the PPM;
- b) Additional printer cleanings outside of normal remedial or preventive maintenance;
- c) Electrical work external to any item of Equipment;
- d) Repair of damage or loss resulting from accident, transportation, neglect, misuse or abuse, operator error, failure of electric power, air conditioning or humidity control, or causes other than ordinary use for which any item of equipment was designed.
- e) Refinishing the Equipment or furnishing material for it, making specification or field engineering changes, or performing services connected with relocation of the equipment, or adding or removing accessories, attachments or other devices;
- f) Programming and program maintenance;
- g) Service calls required to restore an item of Equipment to normal working condition if resulting from persons other than DID Field Engineers repairing, modifying or performing Maintenance Service on any item of Equipment;
- h) Service calls required to restore an item of Equipment to normal working condition if resulting from other consumable supplies not purchased from DID;
- i) Service to any item of Equipment to which safety change is necessary to avoid a hazard;
- j) Service in connection with the installation, discontinuance or removal of an item of equipment or accessory.
- k) Service of an accessory or add-on feature to base equipment.
- l) Service in connection with Network Cards, Hard Drives, Memory, Duplex Units, Envelope Feeders, Sorters Stapling Units. (Customer is responsible for parts only, labor will be covered under Printer Sense)

**4: Additional Services:**

Per Call Services (Schedule D) represent those services by DID outside the Scope of Maintenance Service where a predetermined fixed fee has not been established. Per call Services are available to augment Maintenance Service provided by DID. DID will not respond to any request for such Per Call Service without having first received authority from Customer defining the scope of the serviced authorized.

**Schedule C  
Pricing Schedule**

**Schedule D**  
**Schedule of Per Call Services**

Per Call Services are billed on a usage basis, which include labor and actual travel expenses, plus parts required to effect repair.

For each request of Per Call Service, DID will dispatch a service technician as available, and Customer will be billed for the Per Call service performed at DID's then current hourly rates. Current DID Per Call Service hourly rates are as follows:

a) Standard Business Hours (8:00AM-5:00PM., M-F) Minimum 1Hour	\$ 125.00
b) Evening/Saturday Labor Minimum 2 Hour	\$ 187.50
c) Sunday/Holiday Labor Minimum 2 Hour	\$ 312.50
d) Travel Charge Rate	\$ 125.00

Travel charges are based on "portal to portal" travel times. Portal to portal travel times are determined by the lesser of; the start time of the technician leaving his work establishment or previous call location and the return time to his establishment or next call location upon completion of said work.

All hourly rates are billed on tenths of the hour (.10)

**Document Imaging Dimensions, Inc.**  
**Reference list for Printer Sense**

Village of Palatine  
210 Wood St.  
Palatine, Il 60067  
Lee Plate (Director of I.S.)  
847-359-9057  
[lplate@palatine.il.us](mailto:lplate@palatine.il.us)

Bloomington School District #87  
Jim Peterson  
Director of Technology  
[Petersonjim@district87.org](mailto:Petersonjim@district87.org)  
309-827-6031

Illinois Mathematics and Science Academy  
Betsy Wisdom Tech Director  
Jim Gerry CIO  
[jgerry@imsa.edu](mailto:jgerry@imsa.edu)  
630-907-5894

Minooka School District #201  
Marilyn Querciagrossa (Director of Technology)  
[mquerciagrossa@min201.org](mailto:mquerciagrossa@min201.org)  
815-467-2136

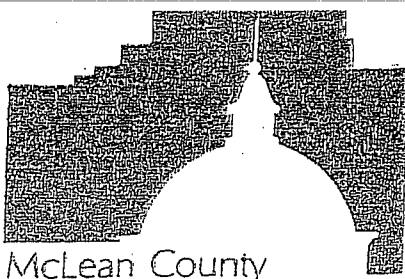
Locations Names  
Not Printed  
for  
Security Reasons

Description	Printer Sense Toner Cost
HP LaserJet 4000 Series PCL 6	\$ 79.00
Lexmark T632	\$ 149.00
HP LaserJet 8000 Series PS	\$ 119.00
HP LaserJet 4050 Series PS	\$ 79.00
HP LaserJet 3800 (Color)	\$ 139.00
HP LaserJet 4250TN	\$ 179.00
HP LaserJet 2200DTN	\$ 69.00
HP 3700	\$ 149.00
HP LaserJet 4250TN	\$ 179.00
HP LaserJet 4250tn	\$ 179.00
HP LaserJet 8000 Series PCL 5e	\$ 119.00
HP LaserJet 8000 Series PCL 5e	\$ 119.00
HP LaserJet 4100 PS	\$ 89.00
HP LaserJet 4200tn	\$ 139.00
HP LaserJet 4200tn	\$ 139.00
HP LaserJet 4Si	\$ 69.00
HP LaserJet 4250tn	\$ 179.00
HP LaserJet 4250tn	\$ 179.00
HP LaserJet 4050 Series PS	\$ 79.00
HP LaserJet 4050 Series PS	\$ 79.00
HP LaserJet 4050n	\$ 79.00
HP LaserJet 4050tn	\$ 79.00
HP LaserJet 3800	\$ 139.00
HP LaserJet III Si	\$ 69.00
HP LaserJet 4050TN	\$ 79.00
HP LaserJet 8000 Series PS	\$ 119.00
HP LaserJet 2550	\$ 89.00
HP LaserJet 4600 (Color)	\$ 149.00
HP LaserJet 4200n	\$ 139.00
HP LaserJet 4	\$ 59.00
HP LaserJet 4100 PS	\$ 89.00
HP LaserJet 4600 PS (Color)	\$ 149.00
HP LaserJet 4100 PS	\$ 89.00
HP LaserJet 2100 Series PS	\$ 69.00
HP LaserJet 8100 Series PS	\$ 109.00
HP LaserJet 4100 PS	\$ 89.00
HP Color LaserJet 4550 PS	\$ 79.00
HP LaserJet 4100 PS	\$ 89.00
HP LaserJet 4000 Series PS	\$ 79.00
HP LaserJet 4000 Series PS	\$ 79.00
HP LaserJet 2550	\$ 89.00
HP LaserJet 3Si	\$ 69.00
HP LaserJet 4000 Series PS	\$ 79.00
HP LaserJet 4000tn	\$ 79.00
HP LaserJet 4050 Series PS	\$ 79.00
HP LaserJet 4050 Series PS	\$ 79.00
HP LaserJet 8150 PS	\$ 109.00
HP LaserJet 4100 PS	\$ 89.00
HP LaserJet 4Si	\$ 69.00
HP LaserJet 4100tn	\$ 89.00
HP LaserJet 4200n	\$ 139.00
HP LaserJet 3800n	\$ 139.00
HP LaserJet 4100 PS	\$ 30.00



Locations Names  
Not Printed  
for  
Security Reasons

HP LaserJet 4050 Series PCL 6	\$	79.00
HP LaserJet 4050 Series PS	\$	79.00
HP LaserJet 5Si/5Si MX PS	\$	119.00
HP LaserJet 8100 Series PS	\$	109.00
HP LaserJet 4200tn	\$	139.00
HP LaserJet 4050 Series PS	\$	79.00
HP LaserJet 5Si/5Si MX PS	\$	119.00
HP LaserJet 4	\$	59.00
HP LaserJet 5Si/5Si MX PS	\$	119.00
HP LaserJet 5Si	\$	119.00
HP LaserJet 9000 PS	\$	219.00
HP LaserJet 4250tn	\$	179.00
HP LaserJet 8000 Series PS	\$	119.00
Lexmark C750 PS3	\$	239.00
HP LaserJet 4250TN	\$	179.00
HP LaserJet 4250N	\$	179.00
HP LaserJet 4250TN	\$	179.00
HP LaserJet 4250TN	\$	179.00
HP LaserJet 4050	\$	79.00
HP LaserJet 1320TN	\$	79.00
HP LaserJet 4250TN	\$	179.00



INFORMATION SERVICES

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

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

# Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Technologies  
**Date:** March 5, 2008  
**Re:** Printer Sense Agreement

Information Technologies seeks approval to enter into an agreement with Document Imaging Dimensions (DID) of Yorkville, Illinois.

The attached agreement allows McLean County to enroll printers on an individual basis in the Printer Sense program. Once enrolled, supplies for that printer are purchased exclusively through DID. In return, the labor for all printer service calls are handled free of charge by DID.

Printer repair costs have increased over the past couple of years due to several factors. These factors include expanded automation, increased printing and a higher travel cost associated with repair trip charges. As a result, printer repair costs for McLean County increased more than 100% from 2005 to 2006, and again from 2006 to 2007.

The supply costs proposed in the Printer Sense agreement have been compared against current providers. Depending upon the printer, approximately 50% of the supplies will cost slightly more, while the other 50% will cost slightly less. This break-even cost on supplies indicates that the County will realize an overall savings on repair costs resulting from labor being included in the supply cost.

Enrollment of any specific printer is voluntary. This leaves the choice of office product suppliers within the purview of each department as it is today.

Both the County and DID have the option of removing a printer from the agreement with 30 days written notice. This allows for an easy transition out of the program should a department become unhappy with the vendor's performance.

I have included a list of Printer Sense References, one of which is Bloomington's District #87.

Information Technologies respectfully requests permission to begin enrolling printers into the Printer Sense agreement with DID.

Thank you

Members Owens/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 Selzer, Vice-Chairman, presented the following:

**RESOLUTION TO AMEND THE RULES  
OF THE COUNTY BOARD OF McLEAN COUNTY**

WHEREAS, the McLean County Board last amended the Rules of the McLean County Board on February 20, 2007, and

WHEREAS, the McLean County Board deems it necessary and appropriate to amend its rules for the purpose of addressing vacancies in the office of County Board Chairman, resolutions of congratulations, and committee alternates, now therefore

BE IT RESOLVED that the Rules of the County Board of McLean County be amended as follows:

1. That a new paragraph 5.11-8 be added as follows:

5.11-8 Procedure for filling County Board Chairman Vacancies. When a vacancy in the office of County Board Chairman has been determined by the County Board, then the Vice Chairman shall fix the date upon which the election to fill the vacancy shall be made, said election to be made at a regular Board meeting not later than forty-five days after the vacancy occurs.

2. That Paragraph 5.12-7 be amended by deleting the word "move" in the second paragraph and replacing it with the word "request".

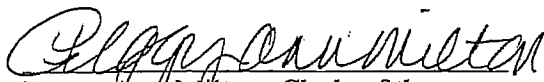
3. That Paragraph 5.21-2 "There shall not be any smoking allowed at any convened meeting of the Board or at any committee meeting of the Board" be deleted.

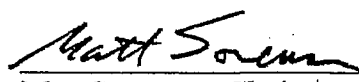
These amendments shall become effective immediately upon and after its adoption.

ADOPTED by the McLean County Board the 18<sup>th</sup> day of March, 2008.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

**RULES OF THE COUNTY BOARD  
OF MCLEAN COUNTY**

**PREAMBLE**

The members of the County Board of McLean County, Illinois wish to individually and collectively express their expectation and intent that all Board members follow a high standard of ethical behavior in exercising their duties, responsibilities and judgment as Board members. All members of the McLean County Board shall:

1. Handle County affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and constitution.
2. Faithfully perform all duties as Board members by studying Board issues and by attending all sessions of the Board and assigned Committees, unless prevented from so doing by a compelling reason.
3. Avoid participation in any action, which would result in a conflict of personal interest with County responsibility.
4. Refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees.
5. Respect the confidentiality of privileged information.
6. Refrain from accepting gifts, favors or promises of future benefit, which could tend to impair independence of judgment or action as a Board member.
7. Refrain from considering ex parte communications involving matters where a public hearing is required according to law and when such consideration would interfere with the due process of law.

The following rules shall govern the County Board of McLean County, Illinois.

**5.10 APPLICABLE FEDERAL AND STATE LAWS.** The McLean County Board in carrying out its duties and responsibilities shall be governed by all applicable federal and state laws and regulations.

**5.11 ORGANIZATION AND OFFICERS.**

**5.11-1 Initial Meeting and Election of Officers**

(A) In years of County Board elections, the initial meeting of the County Board (hereinafter called the "Board") shall be on the first Monday in December. The County Clerk shall call the meeting to order and preside during the election of a Temporary Chairman. A vote of the majority of the members of the Board shall be required for the election of a Temporary Chairman. The Chairman and Vice Chairman shall be elected to a two-year term. A vote of a majority of the members of the Board shall be required for election of Chairman and Vice Chairman. All votes shall be publicly recorded. The Board may adopt such other rules as may be necessary to conduct said election.

(B) If, in the event, the Board is unable to meet on the first Monday in December in years following a County Board election, then at least one-third of the members of the Board may request a special meeting of the Board for the purpose of electing officers as provided in Section 5.11-1 (a). Such request shall be in writing, addressed to the County Clerk, and specifying the time and place of said meeting. The County Clerk shall then transmit notice immediately as provided by statute.

5.11-2 General Powers of Chairman. The Chairman shall preside at all meetings of the Board and the Executive Committee. The Chairman shall conduct the business of the meeting in the order prescribed in these rules. The Chairman shall have general powers to recognize members entitled to the floor; to state and to put to a vote all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; to announce the results thereof; to protect the Board from all frivolous or dilatory action; to decide all questions of order, subject to an appeal to the Board; in case of disturbances, breach of decorum, or disorderly conduct, to take action pursuant to Section 5.14-12, to assist in expediting the business of the Board and to perform all other duties prescribed by law or by action of the Board. In case of the absence of the Chairman or at the request of the Chairman, the Vice Chairman shall assume the duties and responsibilities of the Chairman on an interim basis, during which time the Vice Chairman shall have all of the powers and duties of the Chairman, including the authority to execute and sign on behalf of the County all Ordinances, Resolutions, Intergovernmental Agreements, Contracts and any other Legal Instruments approved by the County Board, unless otherwise provided by law. In case of the absence of the Chairman and the Vice Chairman at any meeting, the Clerk shall convene the meeting and the members present shall choose one of their members as temporary Chairman.

5.11-3 Appointment of Standing Committees. The Chairman shall appoint the members of all standing committees not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board. Members of standing committees shall serve for two years. The first member named shall be Chairman and the second named shall be Vice Chairman. In case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof. When a vacancy has been created on a Committee of the Board, the Chairman of the Board shall have the authority to fill the vacancy by shifting a Board Member from another committee, providing the affected Board Member gives consent. Chairmen of standing committees shall serve as members of the Executive Committee, including the Vice Chairman of the Board when not Chairman of a standing Committee. The Chairman of the Board shall appoint the members of all standing and special subcommittees of the Executive Committee subject to the approval of the Executive Committee.

5.11-4 Clerk of the Board. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board. The Clerk shall be the keeper of the records and the minutes of the Board and its committees and shall be in attendance at all meetings of the Board.

5.11-4.1 Minutes of Closed Meetings or Sessions. Minutes of any closed meeting or session held pursuant to Sections 5.14-11 and 5.15-3(C) shall be reviewed at least semi-annually by the Board for continued confidentiality in accordance with the Illinois Open Meetings Act.

5.11-5 Parliamentarian. The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board. Upon request of the Chairman, the Parliamentarian shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of "Roberts Rules of Order, Revised" shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

5.11-6 Appointment Policy Other Than Board Vacancies. Appointments of officers and/or members to various Boards, Councils, Commissions, Special Authorities, Special Districts, and other agencies shall be made according to law.

5.11-7 Procedure for Filling County Board and Countywide Elected Official Vacancies. When a vacancy in the office of Board Member or Countywide Elected Official occurs, the procedure for filling such vacancy shall be as follows:

(A) When such vacancy occurs, the Chairman shall fix the date upon which the appointment to fill the vacancy shall be made, said appointment to be made at a regular Board meeting not later than sixty days after the vacancy occurs.

(B) Written applications and resumes must be submitted to the office of the County Administrator by 12:00 Noon of the Thursday prior to the regularly scheduled meeting of the Executive Committee in the month in which the appointment is to be made. No applications will be considered unless they have been so submitted and signed by the applicant. The County Administrator shall screen all applications for eligibility and shall mail copies of all applications of all eligible candidates to all Board Members with their packets prior to the Executive Committee meeting.

(C) Any applicant for a County Board seat must be a resident of the Board District in which the vacancy exists and must meet all the qualifications for holding public office. Any applicant for a Countywide Elected Office must be a resident of the County and must meet all the qualifications for holding public office. Each applicant must provide evidence of membership in the same political party as the person whom the applicant proposes to succeed.

(D) At the regular Executive Committee meeting, all eligible applicants will be invited to address the Executive Committee. At the next regularly scheduled Board meeting, the Board Chairman will recommend an appointment to fill the vacancy subject to the approval of the Board.

5.11-8 Procedure for Filling County Board Chairman Vacancies. When a vacancy in the office of County Board Chairman has been determined by the County Board, then the Vice Chairman shall fix the date upon which the election to fill the vacancy shall be made, said election to be made at a regular Board meeting not later than forty-five days after the vacancy occurs.

## 5.12 MEETINGS.

5.12-1 Regular Meetings. Regular meetings shall be held monthly on the third Tuesday of each month except when other meeting dates are designated. An annual schedule of meetings shall be published and made available to all members and other interested persons.

5.12-2 Special Meetings. Special meetings of the Board shall be held when requested by at least one-third of the members of the Board. The requests shall be in writing, addressed to the Clerk and specify the time, place and the nature of matters to be considered. The Clerk shall notify each member of the time and place of such meeting by ordinary mail and shall also cause notice of such meeting to be published in a newspaper published in McLean County.

5.12-3 Meeting Time and Place. All regular meetings of the Board shall commence at 9:00 A.M. unless otherwise agreed to by a majority of the members of the Board, in a place designated by the Board Chairman. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

5.12-4 Agenda Preparation. The Chairman, in consultation with the Administrator, shall prepare an agenda for each regular meeting, listing the order of business in as much detail as is sufficient for identification, and shall file the agenda with the Clerk. The agenda shall include a "consent agenda" which shall include all matters that are to come before the Board that in the opinion of the Chairman will be of routine nature.

5.12-5 Resolutions, Reports and Communications. Any committee Chairman, any elected or appointed County official or any other person who desires to present any ordinance, resolution, report or communication to the Board shall deliver a copy of same to the Administrator by the sixth business day prior to the Board meeting. A copy to be presented to the Board for action shall be delivered to the State's Attorney at the same time, unless the State's Attorney prepared it. Matters that are frequently adopted by the Board in the same form except as to certain detail, such as Highway resolutions, need not be so filed with the Administrator or furnished to the State's Attorney. Furthermore, failure to comply with this rule will not prohibit an ordinance, resolution, report or communication from being considered by the Board.

5.12-6 Agenda Mailing. At least five days before each regular meeting, the Clerk shall send to each member, the following documents:

- (A) Agenda for the next meeting.
- (B) Resolutions, ordinances and written reports to come before the Board at the next meeting, which have been filed with the Board Office.
- (C) All committee minutes filed with the Clerk since the previous meeting.



(D) All other material that in the opinion of the Chairman or Administrator will be of interest to Members.

5.12-6.1 Board Proceedings and Minutes. At least five days before each regular meeting, the Clerk shall have prepared the minutes of the previous meeting and made them available to each member by:

(A) Making printed copies available, upon request, in the Office of the County Clerk.

(B) Posting electronically to the World Wide Web in a standard format that can be read online, or printed.

#### 5.12-7 Resolutions of Congratulations

Any Board member who desires to have the Board adopt a Resolution of Congratulations in recognition to an individual, group achievement, and/or community special event shall forward the Resolution (or the information to be included in the Resolution) to the Administrator's Office one week prior to the Board meeting. The Administrator shall include all such Resolutions on the Consent Agenda of the Board meeting.

In lieu of a formal Resolution of Congratulations, a Board member may ~~move~~ request that the Board Chairman prepare a letter of congratulations in recognition of an individual, group achievement and/or community special event. The Administrator shall include all such letters on the Consent Agenda of the next regularly scheduled Board meeting.

5.13 ORDER OF BUSINESS. The order of business before the Board shall be as follows, unless otherwise determined by action of the Board:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Call of Roll
5. Appearance by Members of the Public and County employees
6. Consent Agenda

- (A) Approval of the Proceedings of the County Board
  - (B) Highway Department
  - (C) Building and Zoning
  - (D) Transfer Ordinances
  - (E) Resolutions, ordinances, reports and communications from elected and appointed County Officials
  - (F) Appointments
  - (G) Approval of Resolutions of Congratulatory and Commendation
7. Reports of Standing Committees
    - (A) Reports of Special Committees
  8. Report of County Administrator
  9. Other Business and Communications
  10. Approval of Bills
  11. Adjournment

#### 5.14 PROCEDURE AT MEETINGS.

5.14-1 Quorum. A majority of the members of the Board shall constitute a quorum.

5.14-1.1 Members. Whenever a vacancy (or vacancies) occurs on the Board and upon formal declaration of a vacancy (or vacancies) by the County Board Chairman, the number of members for purposes of defining a quorum shall be reduced by one or more.

5.14-1.2 General Voting. Unless otherwise expressly provided, any action taken by the Board or any Committee shall only require the affirmative vote of the majority of the members present and voting.

5.14-2 Roll Call Vote. A roll call vote of the Board shall be taken by a "yes" or "no" or "present" vote on the following matters:

- (A) Appropriation and tax levy ordinances.
- (B) Any other matter required by law.
- (C) Upon any other matters, when announced by the Chairman or requested by any member, providing such request is made before another item of business has been taken up by the Board.

The Clerk, on a roll call, shall call the names of the members of the Board in alphabetical order, with the first name called each month being the second name called the previous month, except that the Chairman shall be last called last. The Chairman shall be required to vote only when the vote of the Board results in a tie. The Chairman may vote at any time if the intention to vote is announced prior to voting. In any action requiring a roll call vote, if any member asks for and receives unanimous consent of the members present for the Clerk to show all members present as voting in favor of such action, the Clerk shall show and record such vote accordingly.

A member who has voted "yes" or "no" or "present" on a roll call vote shall not be allowed to change that vote on the matter under consideration. A member not voting when called upon by the Clerk will be presumed absent and will not be allowed to cast a vote on the matter under consideration.

5.14-3 Recognition

- (A) Every member who desires to speak or make a motion shall respectfully address the Chairman, be recognized before speaking, and address only the issue under consideration at that time by the Board.
- (B) When two or more members seek recognition at the same time, the Chairman shall recognize the member who is to speak first.
- (C) No person shall speak more than once nor more than five minutes on the same matter without permission from the Chairman.
- (D) A member called to order by the Chairman shall immediately come to order. If there is no appeal, the decision of the Chairman shall be final.

5.14-4 Motion to Adjourn. A motion to adjourn shall always be in order and shall be decided without debate, unless a question of the time to adjourn shall occur.

5.14-5 Reconsideration. An action may be reconsidered at any time during the meeting or at the next meeting held thereafter. A motion to reconsider shall {must} be made and seconded by members of the Board who voted on the prevailing side of the question to be reconsidered.

5.14-6 Second Required. No motion shall be debated or put to a vote unless it is seconded. It shall then be stated by the Chairman before debate or vote and every motion shall be reduced to writing when requested by the Chairman or any member.

5.14-7 Appearance by Non-Members

(A) Any member may request that a County Officer or employee, or other persons, be permitted to appear before the Board on matters of County business, and such request shall be granted by the Chairman unless there is objection by any member, in which event Board action will be required to overrule the Chairman.

(B) All requests by non-members of the Board for appearance before the Board shall be made to the Administrator, in writing with the subject matter stated, not less than five working days before the next scheduled Board meeting. Such appearance with regard to any particular topic shall be limited to a time not to exceed three minutes for each individual, five minutes for a representative spokesman of a group and fifteen minutes total. The Chairman may act to prevent repetition or digression, to maintain decorum and to exclude discussion of matters which have had a previous public hearing conducted according to law, discussion of matters where public comment would interfere with the due process of law or discussion of matters which would be in direct conflict with restrictions placed upon the Board by other applicable law.

5.14-8 Requests for Legal Opinions. Requests to the State's Attorney on questions of law shall be submitted in writing by any standing committee established by Section 5.15 of these rules or by the Chairman of the Board. The Chairman and Vice Chairman of the Board and members of the Executive Committee shall receive copies of such requests. Said copies shall also be included in materials distributed to members of the Board as provided in Section 5.12-6 of these rules prior to the next meeting of the Board unless such request originated after said materials have been distributed, in which case such copies

shall be distributed at the beginning of the meeting. Any member of the Board desiring an advisory opinion on a matter within the jurisdiction of a standing committee shall submit such request to the appropriate standing committee. If unsuccessful before a standing committee, a member may then take such request in the form of a motion at any meeting of the Board, which shall be granted upon approval by a majority of the members of the Board.

5.14-9 Suspension of Rules. Any of these rules may be temporarily suspended by action of the Board. Immediately upon the termination of the business arising out of the event for which the rules were suspended, these rules shall again be in effect without vote of the Board.

5.14-10 Consent Agenda. All matters on the Consent Agenda that are not removed will be voted on by one vote. An item shall be removed from the Consent Agenda upon the oral request of any member of the Board made prior to the vote. Any matter taken off of the Consent Agenda shall be considered at the time of the standing committee report to which it pertains.

5.14-11 Closed Meeting or Session. Any closed meeting or closed session held by the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act. Neither the news media nor the general public shall be allowed to record the proceedings of any said closed meeting or closed session.

5.14-12 Decorum. During the proceedings of the County Board, decorum shall be maintained at all times by members, interested parties, the public and the media. The Chairman shall be authorized to take appropriate action to maintain said decorum. Decorum during the proceedings of all committee meetings shall be maintained at all times by members, interested parties, the public and the media. The Committee Chairman shall be authorized to take appropriate action to maintain said decorum.

## 5.15 COMMITTEES – NUMBER, DESIGNATION AND MEMBERSHIP.

5.15-1 There shall be six (6) Standing Committees:

(A) The Executive Committee shall have not more than nine members with the membership consisting of the Chairman and the Vice Chairman of the Board and the Chairman of the other standing committees and not more than three (3) members of the Board appointed as at-large members of the Committee by the County Board Chairman.

(B) The Finance Committee, Justice Committee, Land Use and Development Committee, Property Committee, and Transportation Committee; each committee shall have not more than six members each, at the discretion of the County Board Chairman.

5.15-2 Each Board Member shall serve on two or more standing committees at the discretion of the County Board Chairman, with the Chairman of the Board being an ex-officio member of all standing committees. The Chairman's attendance at a committee meeting shall be counted when determining if a quorum is present; however, such attendance shall not increase the number of members constituting a quorum.

5.15-2.1 Recording of Votes. If any action does not require a roll call vote under Section 5.14-2, any member may request the Clerk to record a vote made by said member in the minutes.

5.15-3 Alternate Members and Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned.

(A) An alternate member may be appointed to each standing committee by the Chairman of the Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and shall have all the privileges and duties of a regular member while so serving.

(B) Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

#### 5.15-4 Subcommittees of Standing Committees

(A) Subcommittees of the Executive Committee. There shall be three standing subcommittees of the Executive Committee: the Legislative Subcommittee, Liquor Control Commission and the Rules Subcommittee, appointed by the Chairman. In addition, the Chairman may create and appoint up to seven members to such subcommittees and advisory groups deemed necessary from time to time to more efficiently accomplish the business of the committee. Membership of any subcommittee of the Executive Committee shall consist of Board members but shall not be

restricted to members of the Executive Committee. Membership of any advisory group shall not be restricted to Board Members. Except as otherwise provided by statute or ordinance, such subcommittees shall report to the Executive Committee.

(B) Subcommittees of Other Standing Committees. The Chairman of any standing committee may create such subcommittees of his committee as may be necessary from time to time to more efficiently accomplish the business of such standing committee. Appointments to such subcommittees shall be made by the committee Chairman and shall be restricted to members of the standing committee. Except as otherwise provided by statute or ordinance, such subcommittees shall report to their standing committee.

#### 5.16 COMMITTEES – GENERAL FUNCTIONS AND RESPONSIBILITIES OF ALL COMMITTEES.

The general functions and responsibilities of all Committees shall be as follows:

- (A) With the aid of the Administrator, Auditor, Treasurer and Executive Committee, the Committees shall keep informed concerning appropriations and budget for activities under the purview of the Committee and to help keep expenditures within the budget.
- (B) The Committees shall keep written minutes and to report regularly to the Board the substance of all meetings.
- (C) The Committees shall file minutes of all Committee meetings with the Administrator's Office, which shall then be filed with the County Clerk, prior to the next regularly scheduled meeting.
- (D) The Committees shall submit to the County Board for consideration all policies and procedures as recommended by the Committee.
- (E) The Committees shall act on all matters referred to the Committee by the Chairman of the Board or by the Board itself, in addition to duties otherwise prescribed.
- (F) The Committees shall review all requests originated by a Department Head under its oversight for staffing changes which require amendment of the Authorized Positions Resolution and to submit any comments it deems appropriate to the Finance Committee.

(G) The Committees shall keep informed with regard to activities of a department which is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another committee.

(H) The Committees shall take final action only on those matters authorized herein or by ordinance, resolution or policy adopted by the Board.

(I) The Committees shall allow non-members to appear before the Committees when such appearance is appropriate and does not violate due process of law. A request for such appearance shall be directed to the Administrator in writing with the subject matter stated at least five working days in advance of the meeting. The Committees shall have the right to set reasonable time limits, prevent unruly conduct and require groups to be represented by one spokesman.

(J) The Chairs of the Committees shall set regular Committee meeting dates and times after consultation with the Committee members.

(K) Each Committee Chairman shall require the Administrator or the Administrator's designee to prepare and mail an agenda to all Committee members in advance of a regularly scheduled meeting.

(L) A majority of the members of a Committee shall constitute a quorum.

#### 5.17 COMMITTEES – FUNCTIONS AND RESPONSIBILITIES OF SPECIFIC COMMITTEES.

In addition to the general duties otherwise prescribed, the individual Committees shall have the functions, responsibilities, and areas of jurisdiction and overview as set forth in this section.

##### 5.17-1 Executive Committee

The Executive Committee shall have the following specific functions and responsibilities:

(A) To provide general direction for all Board programs, business, planning and policy-making functions and to review the reports of Board Committees.



- (B) To exercise general supervision of the administration of all Board affairs, the Administrator's Office, and Information Services Department.
- (C) To act in an advisory capacity to the Chairman of the Board.
- (D) To review and make recommendations for changes in Committee organization and scope and in rules as may be deemed necessary.
- (E) To be responsible for the general overview of, and coordination with, all "Ad-Hoc" Committees, task force and other like organizations as their activities relate to County business, unless specifically under the jurisdiction of another Standing Committee.
- (F) To be responsible for all matters concerning the employment and activities of all consultants, both paid and unpaid, unless specifically under the jurisdiction of another Standing Committee.
- (G) To review and make recommendations to the Board on salaries and compensation of elected and appointed officials; and to be responsible for the performance evaluation of the County Administrator.
- (H) To be responsible for all relationships with other units of government and for all intergovernmental agreements unless specifically under the jurisdiction of another Standing Committee.
- (I) To exercise general supervision over all matters relating to the codification of County ordinances and resolutions.
- (J) To exercise general supervision over any federal or state entitlement programs for which the Board has a responsibility.
- (K) To make recommendations on all emergency appropriations, transfer ordinances, and any transfers from the Contingent Account in all Funds.
- (L) To prepare and submit an annual Budget Policy Resolution to the Board for its approval.
- (M) To direct the County Administrator to prepare, recommend and submit to the appropriate oversight Committees each year a five-year capital improvement program. The five-year capital improvement program shall be updated annually by the County Administrator as a part of the budget process.

(N) To receive the proposed annual operating and annual capital improvements budgets for each of the departments of County government as recommended by the respective oversight committees; and to study, review and adjust such departmental budget requests in order to accommodate budgetary priorities and fiscal constraints. To then direct the County Administrator to consolidate these adjusted budget requests into a Proposed Budget and Appropriation Ordinance and a Proposed Tax Levy Ordinance that shall be submitted to the Board, with the Executive Committee's recommendation, in accordance with the Statutes of the State of Illinois.

(O) To serve as liaison in the Board's relationship with external boards and Commissions with which the Board may have a working relationship.

(P) To be responsible for County government public relations and information matters.

#### 5.17-1.1.1 Liquor Control Commission

The Liquor Control Commission shall have the following specific functions and responsibilities:

(A) To be responsible for all matters upon which the Commission may be required to act under the regulations of the Liquor Control Ordinance.

(B) To review and recommend appropriate amendments to such ordinances as may be deemed necessary.

#### 5.17-1.1-2 Rules Subcommittee

The Rules Subcommittee shall have the following specific functions and responsibilities:

(A) To periodically review the rules of the Board and recommend revisions deemed necessary and appropriate.

(B) To receive and consider proposals for changes in the rules of the Board and make appropriate recommendations.

#### 5.17-1.1.3 Legislative Subcommittee

The Legislative Subcommittee shall have the following specific functions and responsibilities:

- (A) To be generally responsible for the County's interest in all matters concerned with Federal and State legislation.
- (B) To develop an annual legislative program of primary County legislative concerns; and said program to be adopted by the County Board in January of each Fiscal Year.
- (C) To engage in a review of all legislation affecting the County which has been introduced in the General Assembly.
- (D) To take action consistent with the best interests of the County on proposed or pending legislation at all stages.
- (E) To take action consistent with the best interests of the County, on existing and proposed rules and regulations issued by agencies of the United States of the State of Illinois.

#### 5.17-2 Finance Committee

The Finance Committee shall have the following specific functions and responsibilities:

- (A) To exercise continuous review of the overall tax cycle from the initial assessment of property through the tax collection.
- (B) To exercise continuous review of revenues and expenditures, and to identify new or alternative revenue sources for the County.
- (C) To review and make recommendations to the Board with respect to purchasing and contracting policies and procedures.
- (D) To exercise continuous review of the integrated financial management and the accounting and fiscal operations policies.
- (E) To serve as the oversight committee for the office of Supervisor of Assessments.

(F) To serve as the oversight committee for the Auditor, Recorder, Treasurer, County Clerk, Superintendent of the McLean-DeWitt-Livingston Education Service Region, University of Illinois Cooperative Extension Service and Bloomington Board of Election Commissioners.

(G) To be responsible for fiscal instruments.

(H) To recommend to the Board a public accounting firm to conduct an annual audit of all funds and accounts of the County.

(I) To be responsible for the County's Risk Management Program including insurance matters.

(J) Upon completion of each fiscal year's annual audit, to review and recommend the Comprehensive Annual Financial Report and the Annual County Financial Report to the Board for its acceptance prior to their submission to the Illinois State Comptroller.

(K) To review the outside auditor's management letter, request departmental responses to same, make recommendations to the Board and the various oversight committees, and monitor corrective actions.

(L) To exercise general supervision over all collective bargaining agreements, employee benefits, and entitlement and recommend changes to the Board.

(M) To exercise general supervision over the administration of the Position Classification Schedule and the Salary Schedules.

(N) To prepare and make recommendations to the Board with respect to the Personnel Policies and Procedures Ordinance.

(O) To consider all requests for compensation changes or reclassification and make a recommendation to the Board, as may be provided in the Personnel Policies and Procedures Ordinance.

(P) To consider all requests for staffing changes which require amendment to the Funded Full-time Positions Resolution after review by the appropriate Oversight Committee and make a recommendation to the Board.

(Q) To serve as the oversight Committee for the County Nursing Home and recommend policies and programs for the Nursing Home administration.

(R) To aid in the coordination of public health activities of the County and to prepare plans and policies for County participation in physical and mental health programs and make appropriate recommendations to the Board.

(S) To serve as liaison in the Board's relationship with the Board of Health, TB Care and Treatment Board, Persons with Developmental Disabilities Board, and any other County physical and mental health service.

(T) To exercise general supervision over the Animal Control Program.

(U) To exercise general supervision over the following specific responsibilities as they pertain to properties and facilities:

(1) Janitorial work consisting of cleaning, mowing, and minor repairs for the Animal Control Facility, Health Department Building, and the Nursing Home.

(2) Recommend construction and remodeling of buildings, additions, structures, parking lots, and other land improvements for the Animal Control Facility, Health Department Building, and the Nursing Home.

(3) Construction or remodeling of buildings, additions, structures, parking lots, and other land improvements at a cost of \$2,500.00 or less when less than 50% of the cost is by contract or contracts for the Animal Control Facility, Health Department Building, and the Nursing Home.

(V) To exercise general supervision over all licensing activities which are not under the jurisdiction of other committees.

#### 5.17-3 Justice Committee

The Justice Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight committee for the Sheriff, Circuit Clerk, Circuit Court (11th Judicial Circuit), Coroner, Court Services, State's Attorney, Public Defender, Jury Commission and the Sheriff's Office Merit Commission.

(B) To serve as the oversight committee for the Emergency Management Agency.

(C) To exercise general supervision over the following specific responsibilities as they pertain to properties and facilities:

- (1) Janitorial work consisting of cleaning, mowing, and minor repairs for the Emergency Management Agency Garage Building on the Fairview Campus.
- (2) Recommend construction or remodeling of buildings, additions, structures, parking lots, and other land improvements for the Law and Justice Center and the Emergency Management Agency Garage Building.
- (3) Construction or remodeling of buildings, additions, structures, parking lots, and other land improvements at a cost of \$2,500.00 or less or when 50% of the costs is by contract or contracts for the Law and Justice Center and the Emergency Management Agency Garage Building.

(D) To exercise general supervision over fireworks licensing.

#### 5.17-4 Transportation Committee

The Transportation Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight Committee for the County Highway Department.

(B) To exercise general supervision over all bridge, road and right-of-way matters under the jurisdiction of the County; over the acquisition and disposition of County Highway equipment and materials.

(C) To recommend to the Board approval of contracts for all highway work for which the County is responsible.

(D) To exercise general supervision over the letting of bids and right-of-way acquisitions relating to County Highways or the County Highway Department.

(E) To provide the Board with long range plans for the highways in the County, including those to be undertaken by the County and those planned jointly with other political units.

(F) To exercise general supervision over the following specific responsibilities as they pertain to properties and facilities:

- (1) Janitorial work consisting of cleaning, mowing, and minor repairs for the County Highway Building and Garages.
- (2) Recommend construction or remodeling of buildings, additions, structures, parking lots, and other land improvements for the County Highway Building and Garages.
- (3) Construction or remodeling of buildings, additions, structures, parking lots, and other land improvements at a cost of \$2,500.00 or less, or when less than 50% of the cost is by contract or contracts for the County Highway Building and Garages.

#### 5.17-5 Property Committee

The Property Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight Committee for the Department of Parks and Recreation and to prepare plans and policies for County participation in recreational facilities and programs and make appropriate recommendations to the Board.

(B) To coordinate with appropriate standing committees and the Public Building Commission in planning for any remodeling and expansion of the Law and Justice Center.

(C) To prepare, in cooperation with the Public Building Commission and the State's Attorney, procedures for transferring title to the Law and Justice Center to the County.

(D) To prepare recommendations for methods of financing operations and maintenance of the Law and Justice Center at such time as title is transferred to McLean County.

(E) To exercise general supervision over the following specific responsibilities as they pertain to properties and facilities:

- (1) Janitorial work consisting of cleaning, mowing, and minor repairs for all County buildings and facilities, except where specific authority and responsibility is vested in another Standing Committee.
- (2) Repair of and maintenance contracts for elevators, electrical, heating, ventilation and air conditioning and other such mechanical equipment and systems at all County buildings and facilities.
- (3) Contract services for pest control, garbage pick-up, and other like services.
- (4) Recommend construction or remodeling of buildings, additions, structures, parking lots, and other land improvements.
- (5) Purchase of janitorial and paper supplies and any other joint purchase of supplies used to clean, maintain, and operate County buildings and facilities.

#### 5.17-6 Land Use and Development Committee

The Land Use and Development Committee shall have the following specific functions and responsibilities:

- (A) To serve as the oversight Committee for the Department of Building and Zoning and to handle all matters upon which the McLean County Zoning Ordinance requires action by a Committee of the Board.
- (B) To exercise general supervision over matters concerning maps, plats and subdivisions and to conduct public hearings and handle all other matters upon which the Land Subdivision Ordinance of McLean County, Illinois requires action by a Committee of the Board.
- (C) In cooperation with the Director of Building and Zoning, to review and recommend environment, zoning, building, subdivision, mobile home and nuisance ordinances and resolutions and recommend any necessary changes to the Board.
- (D) To act as liaison between the Board and the McLean County Regional Planning Commission, Zoning Board of Appeals, Soil Conservation and Cooperative Extension Services and with other agricultural organizations.



(E) In cooperation with the appropriate agencies to recommend for adoption of a long-range comprehensive plan or portion thereof for the use of land, for protection of the environment and to coordinate economic development.

(F) To act as members of the McLean County Regional Pollution Control Site Hearing Committee and to hold public hearings and to make recommendations to the Board on all matters pursuant to that authority.

#### 5.18 POLICY AND GUIDELINES ON TRAVEL FOR COUNTY BOARD MEMBERS ATTENDING CONFERENCES

5.18-1 County Board members shall be permitted to request approval to attend Conferences at County expense subject to the following provisions. A Board member interested in attending a Conference shall submit a written request to the Board Chairman no sooner than 120 days and not less than 90 days in advance of the conference. The Board Chairman shall consider the following factors in deciding whether to approve a Board member's request:

- a. budget limitations,
- b. relevance to County Board member responsibilities,
- c. current needs of the County Board.

The Board Chairman may approve, partially approve, or deny the request in writing to the Board member within 30 days of receiving the request. In the event the Board Chairman does not fully approve the request of the Board member to attend a Conference, the Board member may petition the County Board for approval.

5.18-2 Whenever a County Board member attends a Conference, the Board member shall prepare either a written report or an oral report to be presented to the appropriate oversight Committee or the County Board.

#### 5.19 POLICY AND GUIDELINES ON RECOGNIZING, NAMING AND DEDICATING COUNTY FACILITIES, ROADS AND HIGHWAYS.

5.19-1 The following process of approval shall be established to recognize, name and dedicate County facilities, roads and highways:

- (A) The request shall be presented to the appropriate Oversight Committee of the County Board for the Committee's review and approval.
- (B) The recommendation of the Oversight Committee shall be presented to the Executive Committee for review and approval.

(C) Upon approval of the Executive Committee, the recommendation to recognize, name and dedicate County facilities, roads and highways shall be presented to the County Board for review and approval.

5.20 AMENDMENT OF RULES. Amendment of these rules requires the affirmative vote of a majority of the members of the Board. Any proposed amendment shall be voted upon only if it is distributed in writing to the members at least five days before the meeting at which the amendment is presented to the Board for adoption.

#### 5.21 MISCELLANEOUS PROVISIONS

5.21-1 Any appropriate document shall be placed on file among the records of the Board or a committee, as the case may be, by direction of the Chairman. Minutes of the Board or a committee shall be approved at the direction of the Chairman after opportunity is given for correction, addition or deletion. Such action shall be reflected in the minutes of that meeting.

~~5.21-2 There shall not be any smoking allowed at any convened meeting of the Board or at any committee meeting of the Board.~~

5.22 SEVERABILITY. The provisions and sections of these rules shall be deemed to be separable and the invalidity of any portion of these rules shall not affect the validity of the remainder.

5.23 REPEAL. Any Rules of the County Board of McLean County, Illinois, adopted prior to the effective date of these rules are hereby repealed.

5.24 EFFECTIVE DATE. These Rules shall become effective immediately upon and after their adoption, and shall remain in effect until the first Monday in December, 2008.

The Rules of the County Board of McLean County were approved and adopted by the McLean County Board on March 18, 2008.

Y:\Codes\Rules of the County Board-PROPOSED CHANGES for March 18, 2008

Members Selzer/Moss moved the County Board approve a Request for Approval of Codification Services Proposal and Agreement with General Code, LLC – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the General Report is located on pages 157-166.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated the following: I have nothing specific this morning but would happy be to answer any questions.

**OTHER BUSINESS AND COMMUNICATION:**

Chairman Sorensen stated the following: I received notification that Mr. Wannemacher who has served on the Airport Authority through several appointments has requested to not be reappointed this year. There will be a County appointment to the Airport Authority. Mr. Zeunik stated the following: I know that at one time there were some pretty heavy restrictions on where the County’s appointment could come from. Are those still in place or can it be anyone in the County? Chairman Sorensen stated the following: those appointment requirements have been relaxed some. We used to be limited to a small geographic area in the City or the Town, within the Airport Authority taxing district but that has been relaxed and now the County can appoint anyone within the taxing district.

FINANCE COMMITTEE:

Member Selzer, Chairman, presented the following:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the public approval of the issuance of certain Collateralized Single Family Mortgage Revenue Bonds and certain documents in connection therewith; and related matters.

WHEREAS, The County of McLean, Illinois, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*County*"); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 50 *Illinois Compiled Statutes 2006, 465/1 et seq.*, as supplemented and amended (the "*Act*"), the County is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the County; and

WHEREAS, the County has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 *Illinois Compiled Statutes 2006, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and pursuant to the Act, one or more public agencies (whether or not any of them are home rule units) may join together or cooperate with one another in the exercise, either jointly or otherwise, of any one or more of the powers conferred by the Act or other enabling acts or powers pursuant to a written agreement, and, accordingly, the County has previously entered into an Intergovernmental Cooperation Agreement (the "*Cooperation Agreement*") dated as of April 1, 2005, by and among the County and certain other units of local

government named therein (the "*Units*"), as from time to time supplemented and amended, to provide for the joint issuance of such revenue bonds to aid in providing an adequate supply of residential housing in such Units (the "*Program*"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the "*Issuer*"), proposes to issue, sell and deliver its Collateralized Single Family Mortgage Revenue Bonds in an aggregate principal amount not to exceed \$600,000,000 (the "*Bonds*") in one or more series to obtain funds to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the Government National Mortgage Association ("*GNMA*"), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the "*FNMA Securities*") of the Federal National Mortgage Association ("*FNMA*"), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the "*FHLMC Securities*") of the Federal Home Loan Mortgage Corporation ("*FHLMC*"), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the "*Mortgage Loans*"), on behalf of the County and the other Units all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, a notice of combined public hearing with respect to the plan of finance of the costs of the Program through the issuance of the Bonds has been published in *The Pantagraph*, a newspaper of general circulation in the County, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), on October 22, 2007, and appropriately designated hearing officers of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Belleville, St. Clair County, Illinois, the City of Champaign, Champaign County, Illinois, and the City of East Moline, Rock Island County, Illinois, have conducted said combined public hearing on November 13, 2007;

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

*Section 1.* That it is the finding and declaration of the County Board of the County that the issuance of the Bonds by the Issuer is advantageous to the County, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly the Act, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; that the determination and definition of "maximum home value," "minimum home value," "persons of low and moderate income" and the other standards required by the Act are set forth in the origination and servicing agreement referred to in the Cooperation Agreement; and that, by the adoption of this authorizing ordinance, the County Board of the County hereby approves the issuance of the Bonds for the purposes as provided in the preamble hereto, the text hereof and the notice of public hearing referred to in the preamble hereto, which notice is hereby incorporated herein by reference, and the conduct of the combined public hearing referred to in the preamble hereto, which public approval shall satisfy the provisions of Section 147(f) of the Code.

*Section 2.* That the form, terms and provisions of the Cooperation Agreement be, and they are hereby, in all respects affirmed.

*Section 3.* That the County Board Chairperson, the County Clerk and the proper officers, officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

*Section 4.* That all acts of the officers, officials, agents and employees of the County heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, be, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of public hearing.

*Section 5.* That the County board Chairperson of the County is hereby authorized to request unified volume cap from the Office of the Governor of the State of Illinois for the Program in each of the years of 2008, 2009 and 2010; and the County hereby allocates all unified volume cap received or to be received by the County from the Office of the Governor of the State of Illinois for the Program, if any, to the issuance of the Bonds; and that the County, by the adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been allocated to any other bond issue or transferred back to the Office of the Governor or otherwise.

*Section 6.* That this authorizing ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

*Section 7.* That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

*Section 8.* That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

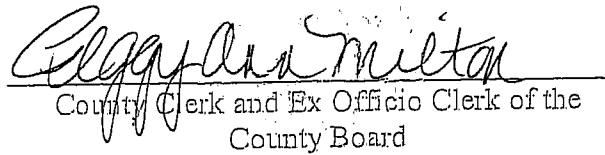
Presented, passed, approved and recorded by the County Board of The County of McLean, Illinois, this 18<sup>th</sup> day of March, 2008.

Approved:

  
County Board Chairperson

[SEAL]

Attest:

  
County Clerk and Ex Officio Clerk of the  
County Board

Ayes: Renner, Segobiano, Selzer, Ahart, Baggett, Bastic, Butler, Sorenson  
Caisley, Cavallini, Clark, Dean, Haseltine, Mass, Nuckolls, Davis, Rackunas

Nays: \_\_\_\_\_

Absent or Not Voting: Sweeney, Gordon, Harding



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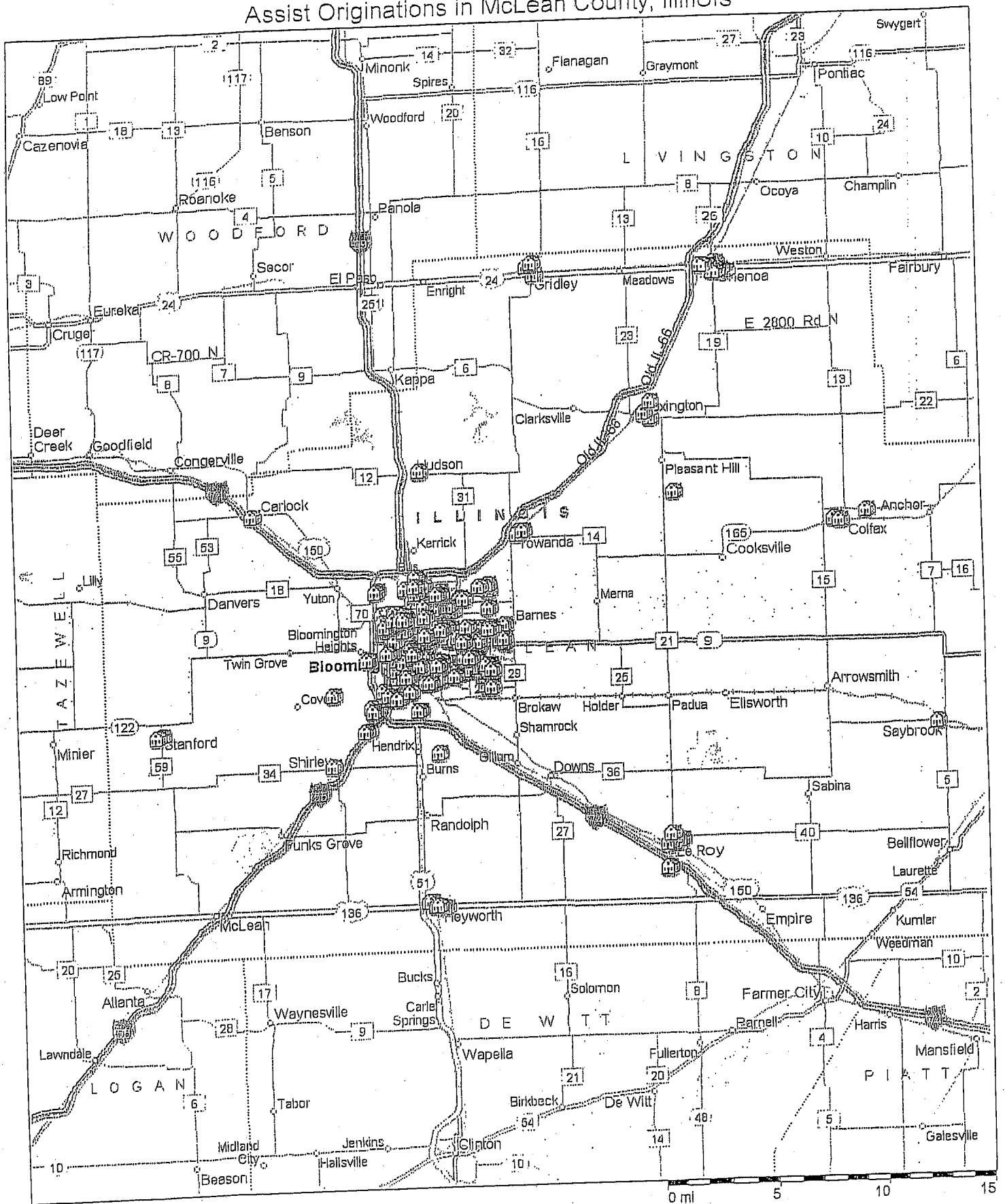
## Assist Participating Communities

Village of Arlington Heights  
City of Aurora  
Village of Bartonville  
City of Belleville  
City of Belvidere  
Village of Bellwood  
Village of Bridgeview  
City of Burbank  
City of Champaign  
City of Charleston  
City of Crest Hill  
City of Collinsville  
Village of Creve Coeur  
City of Danville  
City of Decatur  
City of DeKalb  
Village of Dolton  
City of East Moline  
City of East Peoria  
City of Edwardsville  
City of Elgin  
Village of Evergreen Park  
City of Freeport  
Village of Godfrey  
City of Harvey  
City of Joliet  
Village of Justice  
City of LaSalle  
City of Lockport  
City of Loves Park  
Village of Machesney Park  
Village of Marquette Heights  
City of Mattoon  
Village of Mendota  
Village of Minooka  
Village of Montgomery  
City of Naperville  
Village of North Pekin

Village of Oak Park  
Village of Palatine  
Village of Park Forest  
City of Pekin  
City of Peoria  
Village of Peoria Heights  
City of Peru  
City of Princeton  
Village of Robbins  
City of Rochelle  
City of Rockford  
Village of Rockton  
Village of Romeoville  
Village of Round Lake Beach  
Village of Schaumburg  
Village of Shorewood  
City of South Beloit  
City of Springfield  
Village of Tinley Park  
City of Urbana  
City of Washington  
City of Wood River  
Village of Yorkville

County of Champaign  
County of Coles  
County of Cook  
County of DeKalb  
County of Fulton  
County of Kankakee  
County of Lake  
County of Macon  
County of Madison  
County of McLean  
County of Peoria  
County of Rock Island  
County of St. Clair  
County of Tazewell  
County of Winnebago

# Assist Originations in McLean County, Illinois



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MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
1 . 2802 E WASHINGTON STREET	BLOOMINGTON	IL	61704	\$141,694.00
2 . 1318 MT VERNON DRIVE	BLOOMINGTON	IL	61704	\$106,016.00
3 . 1102 N CLINTON BOULEVARD	BLOOMINGTON	IL	61701	\$169,992.00
4 . 909 E EMERSON STREET	BLOOMINGTON	IL	61701	\$89,698.00
5 . 2601 BAINBRIDGE LANE	BLOOMINGTON	IL	61704	\$152,506.00
6 . 1505 W MARKET STREET	BLOOMINGTON	IL	61701	\$95,150.00
7 . 407 W LOCUST STREET	BLOOMINGTON	IL	61701	\$70,887.00
8 . 1802 MCKAY DRIVE	BLOOMINGTON	IL	61701	\$147,581.00
9 . 1001 S HINSHAW STREET	BLOOMINGTON	IL	61701	\$67,091.00
10 . 305 S GRIDLEY STREET	BLOOMINGTON	IL	61701	\$74,100.00
11 . 3901 SHASTA	BLOOMINGTON	IL	61704	\$119,200.00
12 . 1315 W WALNUT STREET	BLOOMINGTON	IL	61701	\$64,401.00
13 . 3515 CORNELIUS DRIVE #206	BLOOMINGTON	IL	61704	\$82,215.00
14 . 117 WELDON STREET	BLOOMINGTON	IL	61701	\$99,114.00
15 . 1418 RIDGEPORT AVENUE	BLOOMINGTON	IL	61704	\$120,843.00
16 . 406 N ROBINSON STREET	BLOOMINGTON	IL	61701	\$136,568.00
17 . 1522 W LOCUST STREET	BLOOMINGTON	IL	61701	\$107,670.00
18 . 19229 US HIGHWAY 50	BLOOMINGTON	IL	61704	\$100,924.00
19 . 1712 N COTTAGE AVENUE	BLOOMINGTON	IL	61701	\$110,750.00
20 . 1022 E WASHINGTON STREET	BLOOMINGTON	IL	61701	\$114,476.00
21 . 3002 WINCHESTER DRIVE	BLOOMINGTON	IL	61704	\$138,050.00
22 . 17 ETHELL PARKWAY	BLOOMINGTON	IL	61701	\$126,164.00
23 . 1305 W GROVE STREET	BLOOMINGTON	IL	61701	\$112,969.00
24 . 1004 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$82,264.00
25 . 1705 S BUNN STREET	BLOOMINGTON	IL	61701	\$123,089.00
26 . 3414 MCNIFF DRIVE	BLOOMINGTON	IL	61704	\$141,007.00
27 . 3509 WILDER DRIVE	BLOOMINGTON	IL	61704	\$140,983.00
28 . 303 E WOOD STREET	BLOOMINGTON	IL	61701	\$59,123.00
29 . 302 S STATE STREET	BLOOMINGTON	IL	61701	\$112,157.00
30 . 1424 RIDGEPORT AVENUE	BLOOMINGTON	IL	61704	\$121,191.00
31 . 1029 MCGREGOR	BLOOMINGTON	IL	61701	\$110,628.00
32 . 1305 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$94,900.00
33 . 1305 BANCROFT DRIVE	BLOOMINGTON	IL	61704	\$115,150.00
34 . 1716 GLENBRIDGE DRIVE	BLOOMINGTON	IL	61704	\$155,700.00
35 . 1104 LOCKENVITZ LANE #3	BLOOMINGTON	IL	61704	\$120,280.00
36 . 708 W GRAHAM STREET	BLOOMINGTON	IL	61701	\$61,650.00
37 . 15 HAYLOFT ROAD	BLOOMINGTON	IL	61704	\$162,898.00
38 . 810 E TAYLOR STREET	BLOOMINGTON	IL	61701	\$82,215.00
39 . 1311 PINEHURST DRIVE	BLOOMINGTON	IL	61704	\$112,969.00
40 . 202 LELAND STREET	BLOOMINGTON	IL	61701	\$96,636.00
41 . 819 E MONROE STREET	BLOOMINGTON	IL	61701	\$87,220.00
42 . 1204 RUTLEDGE ROAD	BLOOMINGTON	IL	61704	\$102,087.00
43 . 1837 LAFAYETTE STREET	BLOOMINGTON	IL	61701	\$118,937.00
44 . 419 WILLARD AVENUE	BLOOMINGTON	IL	61701	\$136,668.00
45 . 3515 WEGENG DRIVE	BLOOMINGTON	IL	61704	\$121,800.00
46 . 1410 FELL AVENUE	BLOOMINGTON	IL	61701	\$118,937.00
47 . 405 W GRAHAM STREET	BLOOMINGTON	IL	61701	\$86,229.00
48 . 824 E DOUGLAS STREET	BLOOMINGTON	IL	61701	\$96,140.00
49 . 1213 S MADISON STREET	BLOOMINGTON	IL	61701	\$63,386.00
50 . 3206 STONEBRIDGE DRIVE	BLOOMINGTON	IL	61704	\$201,150.00

MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
51	1210 S OAK STREET	BLOOMINGTON	IL	61701	\$111,548.00
52	405 S WESTERN AVENUE	BLOOMINGTON	IL	61701	\$77,834.00
53	16 FELTON PLACE	BLOOMINGTON	IL	61701	\$88,400.00
54	2705 STRATMOOR DRIVE	BLOOMINGTON	IL	61704	\$183,330.00
55	1212 E OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$93,605.00
56	603 DELMAR LANE	BLOOMINGTON	IL	61701	\$138,952.00
57	509 W GRAHAM STREET	BLOOMINGTON	IL	61701	\$80,400.00
58	1232 DOGWOOD LANE	BLOOMINGTON	IL	61704	\$80,000.00
59	404 N ROBINSON STREET	BLOOMINGTON	IL	61701	\$90,381.00
60	70 VERMONT AVENUE	BLOOMINGTON	IL	61701	\$114,207.00
61	810 E WALNUT STREET	BLOOMINGTON	IL	61701	\$86,640.00
62	612 W OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$94,059.00
63	2709 BINGHAMTON LANE	BLOOMINGTON	IL	61704	\$148,849.00
64	304 E BAKER STREET	BLOOMINGTON	IL	61701	\$70,339.00
65	1304 EASTHOLME STREET	BLOOMINGTON	IL	61701	\$95,546.00
66	120 WELDON STREET	BLOOMINGTON	IL	61701	\$66,076.00
67	20 FELZER COURT #4	BLOOMINGTON	IL	61704	\$102,058.00
68	101 STATE STREET	BLOOMINGTON	IL	61701	\$108,402.00
69	1818 E LAFAYETTE STREET	BLOOMINGTON	IL	61701	\$75,400.00
70	1304 GLENWOOD ROAD	BLOOMINGTON	IL	61704	\$111,700.00
71	910 BURCHWOOD AVENUE	BLOOMINGTON	IL	61701	\$127,200.00
72	614 W OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$100,477.00
73	121 BAYBERRY COURT	BLOOMINGTON	IL	61704	\$135,730.00
74	501 E JACKSON STREET	BLOOMINGTON	IL	61701	\$77,700.00
75	1204 EASTHOLME AVENUE	BLOOMINGTON	IL	61701	\$118,900.00
76	3 ROSS DRIVE #7	BLOOMINGTON	IL	61704	\$78,000.00
77	1802 VLADMIR DRIVE	BLOOMINGTON	IL	61704	\$140,019.00
78	1831 E LINCOLN STREET	BLOOMINGTON	IL	61701	\$92,176.00
79	1209 E OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$75,313.00
80	3007 GERANIUM DRIVE	BLOOMINGTON	IL	61704	\$131,147.00
81	1528 W LOCUST STREET	BLOOMINGTON	IL	61701	\$63,945.00
82	1005 ELDER STREET	BLOOMINGTON	IL	61701	\$126,217.00
83	1001 N MADISON STREET	BLOOMINGTON	IL	61701	\$64,226.00
84	12 CEDAR COURT	BLOOMINGTON	IL	61701	\$150,160.00
85	1 ANDY COURT #6	BLOOMINGTON	IL	61704	\$100,992.00
86	4 BERENZ PLACE	BLOOMINGTON	IL	61701	\$114,200.00
87	719 W FRONT STREET	BLOOMINGTON	IL	61701	\$90,000.00
88	11 CARRAWAY COURT	BLOOMINGTON	IL	61704	\$112,300.00
89	206 WOODLAND AVENUE	BLOOMINGTON	IL	61701	\$136,950.00
90	44 VENTNOR AVENUE	BLOOMINGTON	IL	61701	\$144,942.00
91	1319 BEVERLY LANE	BLOOMINGTON	IL	61701	\$120,800.00
92	42 VENTNOR AVENUE	BLOOMINGTON	IL	61701	\$149,900.00
93	906 N MADISON STREET	BLOOMINGTON	IL	61701	\$94,600.00
94	413 S ROBINSON STREET	BLOOMINGTON	IL	61701	\$97,650.00
95	29 FETZER COURT #2	BLOOMINGTON	IL	61704	\$90,000.00
96	15 CARRAWAY COURT	BLOOMINGTON	IL	61704	\$87,360.00
97	2504 TIMBER VIEW DRIVE	BLOOMINGTON	IL	61701	\$134,100.00
98	7 HOLDER WAY	BLOOMINGTON	IL	61704	\$150,375.00
99	1405 S MASON STREET	BLOOMINGTON	IL	61701	\$81,428.00
100	1112 OAK STREET	BLOOMINGTON	IL	61701	\$64,250.00

MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
101	610 W FRONT STREET	BLOOMINGTON	IL	61701	\$82,500.00
102	1904 COTTAGE AVENUE	BLOOMINGTON	IL	61701	\$98,100.00
103	5 MINKS COURT	BLOOMINGTON	IL	61704	\$207,550.00
104	1009 LOW STREET	BLOOMINGTON	IL	61701	\$101,600.00
105	714 FREMONT STREET	BLOOMINGTON	IL	61701	\$120,937.00
106	3014 RIDGE CREST DRIVE	BLOOMINGTON	IL	61704	\$175,392.00
107	612 E MULBERRY #3	BLOOMINGTON	IL	61701	\$92,162.00
108	23 GENEVA COURT	BLOOMINGTON	IL	61704	\$105,560.00
109	54 VERMONT AVENUE	BLOOMINGTON	IL	61701	\$125,950.00
110	1401 W LOCUST STREET	BLOOMINGTON	IL	61701	\$98,200.00
111	806 OLD FARM ROAD	BLOOMINGTON	IL	61704	\$179,000.00
112	918 N OAK STREET	BLOOMINGTON	IL	61701	\$75,130.00
113	2809 DUTCHESS DRIVE	BLOOMINGTON	IL	61704	\$136,000.00
114	213 ROWE DRIVE	BLOOMINGTON	IL	61701	\$112,299.00
115	404 S MCLEAN STREET	BLOOMINGTON	IL	61701	\$79,220.00
116	437 STANDISH DRIVE	BLOOMINGTON	IL	61704	\$125,910.00
117	3916 SHASTA DRIVE	BLOOMINGTON	IL	61704	\$133,119.00
118	1604 ARROWHEAD DRIVE	BLOOMINGTON	IL	61704	\$116,000.00
119	502 CHESHIRE DRIVE #A	BLOOMINGTON	IL	61704	\$140,165.00
120	7 WILLEDROB ROAD #3A	BLOOMINGTON	IL	61701	\$60,140.00
121	707 E MILLER	BLOOMINGTON	IL	61701	\$86,800.00
122	5 LAKEVIEW POINT	BLOOMINGTON	IL	61701	\$145,906.00
123	1314 S OAK STREET	BLOOMINGTON	IL	61704	\$121,292.00
124	3508 WILDER DRIVE	BLOOMINGTON	IL	61704	\$153,265.00
125	433 PRISCILLA LANE	BLOOMINGTON	IL	61704	\$129,108.00
126	1009 WARTBURG DRIVE	BLOOMINGTON	IL	61704	\$152,656.00
127	1312 DOGWOOD LANE	BLOOMINGTON	IL	61704	\$99,765.00
128	907 WARTBURG DRIVE	BLOOMINGTON	IL	61704	\$140,300.00
129	407 N MCLEAN STREET	BLOOMINGTON	IL	61701	\$73,255.00
130	109 URBAN STREET	BLOOMINGTON	IL	61704	\$46,500.00
131	508 E JACKSON STREET	BLOOMINGTON	IL	61701	\$86,400.00
132	1040 EKSTAM DRIVE #205	BLOOMINGTON	IL	61704	\$82,400.00
133	15 READING ROAD	BLOOMINGTON	IL	61701	\$120,600.00
134	401 CHESHIRE DRIVE	BLOOMINGTON	IL	61704	\$136,650.00
135	12 HARRISON COURT	BLOOMINGTON	IL	61704	\$131,920.00
136	2706 CLEARWATER AVENUE	BLOOMINGTON	IL	61704	\$142,700.00
137	819 E JEFFERSON STREET	BLOOMINGTON	IL	61701	\$93,100.00
138	15 RUTHERFORD COURT	BLOOMINGTON	IL	61704	\$153,250.00
139	203 W KELSEY STREET	BLOOMINGTON	IL	61701	\$118,900.00
140	3017 ROBERT STREET	BLOOMINGTON	IL	61704	\$81,274.00
141	1322 DIANE DRIVE	BLOOMINGTON	IL	61704	\$149,651.00
142	905 WARTBURG DRIVE	BLOOMINGTON	IL	61704	\$156,208.00
143	1302 S LOW STREET	BLOOMINGTON	IL	61711	\$123,880.00
144	2 GENEVA COURT	BLOOMINGTON	IL	61704	\$113,933.00
145	2104 PACIFIC AVENUE	BLOOMINGTON	IL	61701	\$135,553.00
146	11 RYAN DRIVE	BLOOMINGTON	IL	61701	\$97,034.00
147	204 MEADOWBROOK DRIVE	BLOOMINGTON	IL	61701	\$115,200.00
148	9 RISER AVENUE	BLOOMINGTON	IL	61701	\$129,349.00
149	1820 VLADIMIR DRIVE	BLOOMINGTON	IL	61704	\$140,200.00
150	13217 N 900 EAST ROAD	BLOOMINGTON	IL	61704	\$115,600.00

MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
151 . 305 N EVANS STREET	BLOOMINGTON	IL	61701	\$68,075.00
152 . 1107 BROADMOOR DRIVE	BLOOMINGTON	IL	61704	\$149,574.00
153 . 1106 WOODBURY PLACE	BLOOMINGTON	IL	61701	\$116,760.00
154 . 1211 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$62,000.00
155 . 603 S ROOSEVELT STREET	BLOOMINGTON	IL	61701	\$85,500.00
156 . 606 BRADLEY DRIVE	BLOOMINGTON	IL	61701	\$120,280.00
157 . 1112 WOODBURY PLACE	BLOOMINGTON	IL	61701	\$125,450.00
158 . 1504 S CENTER STREET	BLOOMINGTON	IL	61701	\$106,700.00
159 . 1305 N LINDEN STREET	BLOOMINGTON	IL	61701	\$99,500.00
160 . 1320 BEVERLT LANE	BLOOMINGTON	IL	61701	\$85,000.00
161 . 1508 W LOCUST STREET	BLOOMINGTON	IL	61701	\$69,500.00
162 . 1309 WINDAM HILL ROAD	BLOOMINGTON	IL	61704	\$140,650.00
163 . 1507 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$109,447.00
164 . 2409 RAINBOW AVENUE	BLOOMINGTON	IL	61704	\$125,230.00
165 . 1608 W LOCUST STREET	BLOOMINGTON	IL	61701	\$85,209.00
166 . 1104 S LEE STREET	BLOOMINGTON	IL	61701	\$91,451.00
167 . 6 PAUL COURT	BLOOMINGTON	IL	61701	\$130,851.00
168 . 408 SEMINARY AVENUE	BLOOMINGTON	IL	61701	\$113,981.00
169 . 406 CATHERINE STREET	BLOOMINGTON	IL	61701	\$50,039.00
170 . 110 GINGER CREEK COURT	BLOOMINGTON	IL	61704	\$133,119.00
171 . 23 BOARDWALK CIRCLE	BLOOMINGTON	IL	61701	\$131,288.00
172 . 203 MAGNOLIA DRIVE	BLOOMINGTON	IL	61701	\$113,832.00
173 . 1110 N HINSHAW AVENUE	BLOOMINGTON	IL	61701	\$123,931.00
174 . 904 N LEE STREET	BLOOMINGTON	IL	61701	\$97,750.00
175 . 1320 N LINDEN STREET	BLOOMINGTON	IL	61701	\$100,751.00
176 . 31 FELTZER COURT #3	BLOOMINGTON	IL	61704	\$93,200.00
177 . 2723 GILL STREET	BLOOMINGTON	IL	61704	\$141,575.00
178 . 1101 WANDA WAY	BLOOMINGTON	IL	61704	\$130,800.00
179 . 21 FELTZER COURT #4	BLOOMINGTON	IL	61704	\$93,500.00
180 . 7 MARVIN GARDENS	BLOOMINGTON	IL	61701	\$163,500.00
181 . 1306 EASTPORT DRIVE	BLOOMINGTON	IL	61704	\$158,110.00
182 . 803 S MORRIS AVENUE	BLOOMINGTON	IL	61701	\$88,500.00
183 . 1314 S MADISON STREET	BLOOMINGTON	IL	61701	\$85,100.00
184 . 2009 TRACY DRIVE #4	BLOOMINGTON	IL	61704	\$66,220.00
185 . 2501 E WASHINGTON STREET #48	BLOOMINGTON	IL	61704	\$95,500.00
186 . 1002 N ROOSEVELT AVENUE	BLOOMINGTON	IL	61701	\$75,800.00
187 . 604 W FRONT STREET	BLOOMINGTON	IL	61701	\$88,000.00
188 . 811 W MONROE STREET	BLOOMINGTON	IL	61701	\$49,000.00
189 . 10 WILLEDROB ROAD #1	BLOOMINGTON	IL	61701	\$69,850.00
190 . 1120 WANDA WAY	BLOOMINGTON	IL	61704	\$138,540.00
191 . 512 S EVANS	BLOOMINGTON	IL	61701	\$85,800.00
192 . 812 N MADISON STREET	BLOOMINGTON	IL	61701	\$116,977.00
193 . 10 WILLEDROB ROAD #25	BLOOMINGTON	IL	61701	\$67,000.00
194 . 111 CONLEY CIRCLE	BLOOMINGTON	IL	61701	\$124,000.00
195 . 615 MAPLE STREET	BLOOMINGTON	IL	61701	\$119,310.00
196 . 3112 EAGLE CREEK	BLOOMINGTON	IL	61704	\$179,450.00
197 . 22 CHATSFORD COURT	BLOOMINGTON	IL	61704	\$141,000.00
198 . 910 GERIKE WAY	BLOOMINGTON	IL	61704	\$172,660.00
199 . 2110 TODD DRIVE #6	BLOOMINGTON	IL	61704	\$77,503.00
200 . 1020 LAESCH #A	BLOOMINGTON	IL	61704	\$118,500.00

**MCLEAN COUNTY, ILLINOIS**  
**Collateralized Single Family Mortgage Revenue Bonds**

**Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination**

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
201	1007 WARTBURG DRIVE	BLOOMINGTON	IL	61704	\$118,800.00
202	511 DOUGLAS STREET	BLOOMINGTON	IL	61704	\$112,157.00
203	408 S FLORENCE AVENUE	BLOOMINGTON	IL	61704	\$135,959.00
204	1212 S HINSHAW AVENUE	BLOOMINGTON	IL	61701	\$101,550.00
205	705 E BISSELL STREET	BLOOMINGTON	IL	61701	\$112,200.00
206	2711 BRUNSWICK DRIVE	BLOOMINGTON	IL	61704	\$156,852.00
207	2410 TIMBER VIEW DRIVE	BLOOMINGTON	IL	61701	\$156,150.00
208	2318 RAINBOW AVENUE #B	BLOOMINGTON	IL	61704	\$103,950.00
209	1 ANDY COURT #2	BLOOMINGTON	IL	61704	\$100,750.00
210	21 LONG COVE COURT	BLOOMINGTON	IL	61704	\$209,460.00
211	2807 GILL STREET	BLOOMINGTON	IL	61704	\$142,300.00
212	409 E MILL STREET	BLOOMINGTON	IL	61701	\$88,650.00
213	1216 COLONIAL DRIVE	BLOOMINGTON	IL	61701	\$140,000.00
214	1511 S BUNN STREET	BLOOMINGTON	IL	61701	\$111,650.00
215	27 SHIRE COURT	BLOOMINGTON	IL	61701	\$126,400.00
216	513 FLORENCE AVENUE	BLOOMINGTON	IL	61701	\$88,000.00
217	1017 E WASHINGTON STREET	BLOOMINGTON	IL	61701	\$108,800.00
218	603 N MASON STREET	BLOOMINGTON	IL	61701	\$85,260.00
219	615 S CLINTON STREET	BLOOMINGTON	IL	61701	\$92,176.00
220	1315 TOWANDA AVENUE	BLOOMINGTON	IL	61701	\$100,490.00
221	1311 KOCH STREET	BLOOMINGTON	IL	61701	\$69,141.00
222	20 FELZER COURT #2	BLOOMINGTON	IL	61704	\$109,975.00
223	103 W LEE STREET	CARLOCK	IL	61725	\$78,570.00
224	609 MORNINGSIDE DRIVE	CHENOA	IL	61726	\$127,687.00
225	424 GRANT STREET	CHENOA	IL	61726	\$71,263.00
226	317 W OWSLEY STREET	CHENOA	IL	61726	\$65,903.00
227	618 S DIVISION STREET	CHENOA	IL	61726	\$103,042.00
228	505 W OWSLEY STREET	CHENOA	IL	61726	\$56,839.00
229	509 E CEMETERY AVENUE	CHENOA	IL	61726	\$120,582.00
230	231 N 1ST AVENUE	CHENOA	IL	61726	\$79,779.00
231	206 W SOUTH STREET	COLFAX	IL	61728	\$89,827.00
232	104 W NORTH STREET	COLFAX	IL	61728	\$49,000.00
233	33125 E 2000 NORTH ROAD	COLFAX	IL	61728	\$110,000.00
234	203 W MAIN STREET	COLFAX	IL	61728	\$60,950.00
235	205 W LINCOLN STREET	COOKSVILLE	IL	61730	\$73,100.00
236	303 S LINCOLN STREET	DOWNS	IL	61736	\$106,156.00
237	101 N EAST STREET	ELLSWORTH	IL	61737	\$126,550.00
238	104 E FOURTH STREET	GRIDLEY	IL	61744	\$82,320.00
239	109 MARKET STREET	GRIDLEY	IL	61744	\$63,433.00
240	106 W 6TH STREET	GRIDLEY	IL	61744	\$74,830.00
241	707 N CENTER STREET	GRIDLEY	IL	61744	\$69,350.00
242	111 W 7TH STREET	GRIDLEY	IL	61744	\$85,000.00
243	507 CENTER STREET	GRIDLEY	IL	61744	\$64,950.00
244	403 E COLE STREET	HEYWORTH	IL	61745	\$79,291.00
245	201 S NEWELL STREET	HEYWORTH	IL	61745	\$79,500.00
246	306 E COLE STREET	HEYWORTH	IL	61745	\$55,000.00
247	304 W CLARKE STREET	HEYWORTH	IL	61745	\$89,200.00
248	411 W RANDOLPH STREET	HEYWORTH	IL	61745	\$85,209.00
249	805 HOLLIE DRIVE	HEYWORTH	IL	61745	\$115,300.00
250	307 N EAST STREET	HUDSON	IL	61748	\$119,928.00

MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
251 . 203 E WALNUT STREET	HUDSON	IL	61748	\$105,061.00
252 . 17698 TILDE ROAD	HUDSON	IL	61748	\$84,390.00
253 . 203 N EAST STREET	HUDSON	IL	61748	\$121,300.00
254 . 908 N WALNUT STREET	LEROY	IL	61752	\$115,963.00
255 . 102 W WASHINGTON STREET	LEROY	IL	61752	\$75,175.00
256 . 600 MEADOW LANE	LEROY	IL	61752	\$124,050.00
257 . 1 SUPREME COURT	LEROY	IL	61752	\$106,981.00
258 . 916 COUNTRY LANE	LEROY	IL	61752	\$126,500.00
259 . 404 N WEST STREET	LEROY	IL	61752	\$85,000.00
260 . 203 W WAYNE STREET	LEROY	IL	61752	\$98,400.00
261 . 609 W NORTH STREET	LEROY	IL	61752	\$94,500.00
262 . 129 HILTON DRIVE	LEXINGTON	IL	61753	\$123,855.00
263 . 406 N CENTER STREET	LEXINGTON	IL	61753	\$68,091.00
264 . 201 S EAST STREET	LEXINGTON	IL	61753	\$96,983.00
265 . 306 N CENTER STREET	LEXINGTON	IL	61753	\$61,753.00
266 . 26470 E 2100 NORTH ROAD	LEXINGTON	IL	61753	\$104,300.00
267 . 21 BRIARWOOD AVENUE	NORMAL	IL	61761	\$145,398.00
268 . 1607 W HOVEY AVENUE	NORMAL	IL	61761	\$110,127.00
269 . 21 BRIARWOOD AVENUE	NORMAL	IL	61761	\$145,398.00
270 . 412 BRADLEY LANE	NORMAL	IL	61761	\$120,379.00
271 . 1603 TOMPKINS DRIVE	NORMAL	IL	61761	\$139,035.00
272 . 24 NORWOOD DRIVE	NORMAL	IL	61761	\$97,627.00
273 . 1552 HUNT DRIVE #E	NORMAL	IL	61761	\$97,541.00
274 . 1713 KING DRIVE #B	NORMAL	IL	61761	\$87,290.00
275 . 1628 BELCLARE ROAD	NORMAL	IL	61761	\$176,001.00
276 . 1603 BELCLARE ROAD	NORMAL	IL	61761	\$151,600.00
277 . 1609 N SCHOOL STREET	NORMAL	IL	61761	\$133,119.00
278 . 1419 HULL STREET	NORMAL	IL	61761	\$120,277.00
279 . 1005 TEEGAN STREET	NORMAL	IL	61761	\$122,865.00
280 . 1308 SEARLE STREET	NORMAL	IL	61761	\$124,692.00
281 . 310 DAISY LANE	NORMAL	IL	61761	\$106,727.00
282 . 1433 DILLION DRIVE	NORMAL	IL	61761	\$98,123.00
283 . 509 MANCHESTER ROAD	NORMAL	IL	61761	\$119,515.00
284 . 705 CHESTER DRIVE	NORMAL	IL	61761	\$122,000.00
285 . 922 N FELL AVENUE	NORMAL	IL	61761	\$61,741.00
286 . 1110 WHITAKER STREET	NORMAL	IL	61761	\$114,000.00
287 . 1109 DRAYTON STREET	NORMAL	IL	61761	\$114,750.00
288 . 1003 SHELBOURE DRIVE	NORMAL	IL	61761	\$88,000.00
289 . 232 PARKTRAIL ROAD	NORMAL	IL	61761	\$123,385.00
290 . 18 DELAINE DRIVE	NORMAL	IL	61761	\$115,963.00
291 . 606 CULLOM STREET	NORMAL	IL	61761	\$77,292.00
292 . 1506 COURTLAND AVENUE	NORMAL	IL	61761	\$150,868.00
293 . 1312 OGELTHORPE AVENUE	NORMAL	IL	61761	\$131,138.00
294 . 3 NORWOOD DRIVE	NORMAL	IL	61761	\$112,990.00
295 . 1529 HENRY STREET	NORMAL	IL	61761	\$180,670.00
296 . 230 PARKTRAIL ROAD	NORMAL	IL	61761	\$117,600.00
297 . 2359 CORRIGAN WAY	NORMAL	IL	61761	\$220,300.00
298 . 111 E POPLAR STREET	NORMAL	IL	61761	\$111,550.00
299 . 604 S COTTAGE AVENUE	NORMAL	IL	61761	\$122,350.00
300 . 919 S FELL AVENUE	NORMAL	IL	61761	\$155,599.00



MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
301	304 JUDITH DRIVE	NORMAL	IL	61761	\$127,202.00
302	320 N TOWANDA AVENUE	NORMAL	IL	61761	\$105,966.00
303	903 N LINDEN #104	NORMAL	IL	61761	\$92,162.00
304	21 KINGSWOOD DRIVE	NORMAL	IL	61761	\$131,640.00
305	1708 JACOBSEN DRIVE	NORMAL	IL	61761	\$122,981.00
306	1214 OGELTHORPE AVENUE	NORMAL	IL	61761	\$142,861.00
307	17 UNIVERSITY COURT	NORMAL	IL	61761	\$120,537.00
308	128 CROSSING DRIVE	NORMAL	IL	61761	\$75,450.00
309	1812 MARINA DRIVE	NORMAL	IL	61761	\$209,400.00
310	102 E STEWART STREET	NORMAL	IL	61761	\$112,969.00
311	1109 DAVID DRIVE	NORMAL	IL	61761	\$102,200.00
312	208 S COOLIDGE STREET	NORMAL	IL	61761	\$88,270.00
313	1715 JACOBSEN DRIVE	NORMAL	IL	61761	\$110,850.00
314	26 ETHELL PARKWAY	NORMAL	IL	61761	\$127,500.00
315	1310 DALTON DRIVE	NORMAL	IL	61761	\$115,350.00
316	301 ROBERT DRIVE	NORMAL	IL	61761	\$129,360.00
317	123 CROSSING	NORMAL	IL	61761	\$91,175.00
318	903 N LINDEN STREET #120	NORMAL	IL	61761	\$88,100.00
319	1614 AURORA WAY	NORMAL	IL	61761	\$102,400.00
320	206 PARK TRAIL ROAD	NORMAL	IL	61761	\$96,400.00
321	1224 HENRY STREET	NORMAL	IL	61761	\$102,900.00
322	15 ROBINWOOD DRIVE	NORMAL	IL	61761	\$137,634.00
323	1304 HENRY STREET	NORMAL	IL	61761	\$133,400.00
324	1400 KINGSRIDGE DRIVE	NORMAL	IL	61761	\$125,130.00
325	410 WARREN AVENUE	NORMAL	IL	61761	\$119,300.00
326	201 HARTER LANE	NORMAL	IL	61761	\$127,000.00
327	126 CROSSING DRIVE	NORMAL	IL	61761	\$79,175.00
328	15 KINGSWOOD DRIVE	NORMAL	IL	61761	\$118,937.00
329	1108 GEORGE DRIVE	NORMAL	IL	61761	\$129,108.00
330	1117 PARLIAMENT ROAD	NORMAL	IL	61761	\$105,000.00
331	806 DRESSER STREET	NORMAL	IL	61761	\$220,145.00
332	806 RICHLAND AVENUE	NORMAL	IL	61761	\$102,100.00
333	1104 CHIPPEWA STREET	NORMAL	IL	61761	\$125,000.00
334	103 N ADELAIDE STREET	NORMAL	IL	61761	\$125,750.00
335	415 WARREN AVENUE	NORMAL	IL	61761	\$87,275.00
336	202 S OAK STREET	NORMAL	IL	61761	\$65,721.00
337	404 HIGHPOINT ROAD	NORMAL	IL	61761	\$119,414.00
338	903 BRYAN STREET	NORMAL	IL	61761	\$137,050.00
339	739 HALE STREET	NORMAL	IL	61761	\$96,515.00
340	1195 BLUE BILL WAY	NORMAL	IL	61761	\$158,000.00
341	240 PARKTRAIL ROAD	NORMAL	IL	61761	\$112,500.00
342	1172 HERON DRIVE	NORMAL	IL	61761	\$176,604.00
343	1160 HERON DRIVE	NORMAL	IL	61761	\$161,500.00
344	1160 N POINTE DRIVE	NORMAL	IL	61761	\$212,400.00
345	1406 WHITEFIELD STREET	NORMAL	IL	61761	\$125,300.00
346	705 N LINDEN STREET	NORMAL	IL	61761	\$115,500.00
347	1809 JACOBSEN DRIVE	NORMAL	IL	61761	\$143,777.00
348	202 CHURCHILL ROAD	NORMAL	IL	61761	\$96,136.00
349	901 RUSTON AVENUE	NORMAL	IL	61761	\$141,592.00
350	1801 JACOBSEN DRIVE	NORMAL	IL	61761	\$125,100.00

MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds

Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
351	1308 HENRY STREET	NORMAL	IL	61761	\$100,600.00
352	113 CROSSING DRIVE	NORMAL	IL	61761	\$95,050.00
353	415 ROBERT DRIVE	NORMAL	IL	61761	\$148,100.00
354	25 UNIVERSITY COURT	NORMAL	IL	61761	\$98,000.00
355	918 DRAYTON STREET	NORMAL	IL	61761	\$122,500.00
356	1716 ROCKINGHAM DRIVE #A6	NORMAL	IL	61761	\$95,400.00
357	511 WITTENBERG COURT	NORMAL	IL	61761	\$124,635.00
358	1831 SALTONSTALL DRIVE	NORMAL	IL	61761	\$213,400.00
359	315 MARGARET AVENUE	NORMAL	IL	61761	\$131,900.00
360	605 CULLOM STREET	NORMAL	IL	61761	\$103,693.00
361	404 E LINCOLN STREET	NORMAL	IL	61761	\$131,600.00
362	1119 WEST AVENUE	NORMAL	IL	61761	\$83,300.00
363	703 GOLFCREST #2	NORMAL	IL	61761	\$65,950.00
364	1610 CUTTER COURT	NORMAL	IL	61761	\$110,000.00
365	300 JUDITH DRIVE	NORMAL	IL	61761	\$125,251.00
366	225 ORLANDO AVENUE	NORMAL	IL	61761	\$146,566.00
367	1546 HUNT DRIVE #C	NORMAL	IL	61761	\$105,052.00
368	117 CROSSING DRIVE	NORMAL	IL	61761	\$96,932.00
369	113 N COOLIDGE	NORMAL	IL	61761	\$100,079.00
370	1812 JACOBSSSEN DRIVE	NORMAL	IL	61761	\$94,250.00
371	1819 JACOBSSSEN DRIVE	NORMAL	IL	61761	\$114,640.00
372	1408 CHADWICK DRIVE	NORMAL	IL	61761	\$145,000.00
373	1712 JOHNSON DRIVE	NORMAL	IL	61761	\$118,300.00
374	105 E SYCAMORE STREET	NORMAL	IL	61761	\$128,500.00
375	307 S ORR DRIVE	NORMAL	IL	61761	\$155,000.00
376	903 N LINDEN STREET #122	NORMAL	IL	61761	\$95,050.00
377	1429 DILLON DRIVE	NORMAL	IL	61761	\$109,500.00
378	3526 SHEPARD ROAD	NORMAL	IL	61761	\$134,000.00
379	3416 HORSE CREEK ROAD	NORMAL	IL	61761	\$124,000.00
380	1614 CUTTER COURT	NORMAL	IL	61761	\$131,600.00
381	1613 ERIN DRIVE	NORMAL	IL	61761	\$135,091.00
382	138 EASTVIEW DRIVE	NORMAL	IL	61761	\$101,550.00
383	305 N TOWANDA AVENUE	NORMAL	IL	61761	\$128,189.00
384	1210 HENRY STREET	NORMAL	IL	61761	\$136,060.00
385	701 W HARRISON STREET	SAYBROOK	IL	61770	\$60,250.00
386	10645 LAFAYETTE STREET	SHIRLEY	IL	61772	\$80,276.00
387	212 GRANT STREET	STANFORD	IL	61774	\$64,424.00
388	102 E BOUNDRY STREET	STANFORD	IL	61774	\$64,240.00
389	207 E WASHINGTON	TOWANDA	IL	61776	\$155,800.00
390	114 FREMONT	TOWANDA	IL	61776	\$133,119.00
391	317 E WASHINGTON STREET	TOWANDA	IL	61776	\$141,620.00
392	315 E WASHINGTON STREET	TOWANDA	IL	61776	\$110,939.00
393	2538 PIPELINE ROAD	TOWANDA	IL	61776	\$111,999.00
394	209 E WASHINGTON STREET	TOWANDA	IL	61776	\$60,000.00
TOTAL:					<u>\$44,065,664.00</u>
AVERAGE:					<u>\$111,841.79</u>

Affordable home ownership for families

An innovative program sponsored by communities throughout the state that offers families the opportunity to buy their own home. The home buyer assistance feature of the *Assist* program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little extra capital to buy their first home.



### Overview

- Communities join together and issue tax-exempt single family bonds
- Home rule communities contributes private activity bond volume cap
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

### Description of Bond Issue

- Tax-exempt bonds are issued using the combined volume cap of the communities
- The bonds are sold at a premium, a price greater than their face amount
- Proceeds of the bonds are used to make the home loans and the assistance
- The bond premium supplies the extra funds to provide home buyer assistance
- The bonds are not a debt of the municipalities or paid from any participating communities funds
- The City of Aurora acts as issuer on behalf of all the communities
- The bonds are secured by loans on homes purchased with *Assist*

### Loan Description

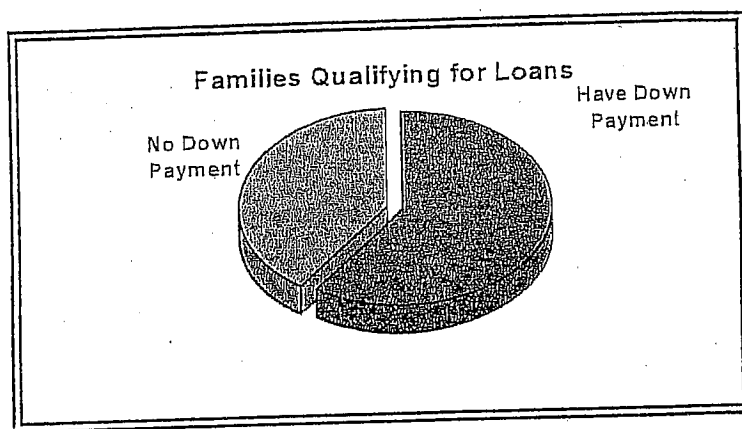
- 30 year fixed rate loans
- FHA, VA and conventional loans available
- *Assist* pays 4.25% cash assistance to qualifying home buyers
  - 1.00% to lender as origination fee
  - 0.25% to lender as discount fee
  - 3.00% net to home buyer for closing
- Loans are funded with proceeds of the bonds
- Loan interest rate determined at bond closing
- Loan interest rate below conventional loan rates as of bond closing

### Qualifying Homebuyers

- First time home buyers (not owned residence in three years)
- Will occupy the home as their residence
- Meet income guidelines
- Meet purchase price guidelines

### Advantages

- Provides additional home ownership opportunities in each Community
- Home ownership provides added stability in a community
- Serves the 40% of potential home buyers who qualify for loans but lack funds
- Strategic alliance with lenders throughout the state
- Customized marketing in each municipality
- No out-of-pocket expense to any community to participate



### Program Details

Total Home Buyer Assistance:  
Closing Costs and Down Payment:  
Origination Fee:

4.25%  
3.00%  
1.25%

Anticipated Mortgage Rate:	6.50% FHA/VA & conventional
Lending Period:	August 1, 2007 through July 31, 2008
Master Servicer:	National City Mortgage Service Co.
Bond Counsel:	Chapman & Cutler

## SINGLE FAMILY PROGRAMS

COUNTY NAME	INCOME LIMITS		PURCHASE PRICE LIMITS	
	1 or 2 People	3 or More People	New Homes	Existing Homes
BOONE	\$66,600	\$76,590	\$237,030	\$237,030
BUREAU	\$66,600	\$76,590	\$237,030	\$237,030
CHAMPAIGN	\$66,600	\$76,590	\$237,030	\$237,030
COLES	\$66,600	\$76,590	\$237,030	\$237,030
COOK	\$72,400	\$83,260	\$325,890	\$325,890
DEKALB	\$69,400	\$79,810	\$325,890	\$325,890
DUPAGE	\$72,400	\$83,260	\$325,890	\$325,890
GRUNDY	\$72,800	\$83,720	\$325,890	\$325,890
KANE	\$72,400	\$83,260	\$325,890	\$325,890
KANKAKEE	\$66,600	\$76,590	\$237,030	\$237,030
KENDALL	\$83,900	\$96,485	\$325,890	\$325,890
LAKE	\$72,400	\$83,260	\$325,890	\$325,890
LASALLE	\$66,600	\$76,590	\$237,030	\$237,030
MACON	\$66,600	\$76,590	\$237,030	\$237,030
MADISON	\$66,600	\$76,590	\$253,120	\$253,120
McLEAN	\$73,500	\$84,525	\$237,030	\$237,030
OGLE	\$66,600	\$76,590	\$237,030	\$237,030
PEORIA	\$66,600	\$76,590	\$237,030	\$237,030
ROCK ISLAND	\$66,600	\$76,590	\$237,030	\$237,030
SANGAMON	\$66,600	\$76,590	\$237,030	\$237,030
St. CLAIR	\$66,600	\$76,590	\$253,120	\$253,120
STEPHENSON	\$66,600	\$76,590	\$237,030	\$237,030
TAZEWELL	\$66,600	\$76,590	\$237,030	\$237,030
VERMILION	\$66,600	\$76,590	\$237,030	\$237,030
WILL	\$72,400	\$83,260	\$325,890	\$325,890
WINNEBAGO	\$66,600	\$76,590	\$237,030	\$237,030
TARGETED AREAS	1 or 2 People	3 or More People	New Homes	Existing Homes
BOONE	NA	NA	NA	NA
BUREAU	NA	NA	NA	NA
CHAMPAIGN	\$79,920	\$93,240	\$289,700	\$289,700
COLES	NA	NA	NA	NA
COOK	\$86,880	\$101,360	\$398,310	\$398,310
DEKALB	\$83,280	\$97,160	\$398,310	\$398,310
DUPAGE	NA	NA	NA	NA
GRUNDY	NA	NA	NA	NA
KANE	\$86,880	\$101,360	\$398,310	\$398,310
KANKAKEE	\$79,920	\$93,240	\$289,700	\$289,700
KENDALL	NA	NA	NA	NA
LAKE	\$86,880	\$101,360	\$398,310	\$398,310
LASALLE	\$79,920	\$93,240	\$289,700	\$289,700
MACON	\$79,920	\$93,240	\$289,700	\$289,700
MADISON	\$79,920	\$93,240	\$309,370	\$309,370
McLEAN	\$88,200	\$102,900	\$289,700	\$289,700
OGLE	NA	NA	NA	NA
PEORIA	\$79,920	\$93,240	\$289,700	\$289,700
ROCK ISLAND	\$79,920	\$93,240	\$289,700	\$289,700
SANGAMON	\$79,920	\$93,240	\$289,700	\$289,700
St. CLAIR	\$79,920	\$93,240	\$309,370	\$309,370
STEPHENSON	\$79,920	\$93,240	\$289,700	\$289,700
TAZEWELL	\$79,920	\$93,240	\$289,700	\$289,700
VERMILION	\$79,920	\$93,240	\$289,700	\$289,700
WILL	\$86,880	\$101,360	\$398,310	\$398,310
WINNEBAGO	\$79,920	\$93,240	\$289,700	\$289,700

Members Selzer/Renner moved the County Board approve a Request for Approval of an Ordinance Authorizing the Public Approval of the Issuance of certain Collateralized Single Family Mortgage Revenue Bonds and certain documents in Connection therewith; and related matters – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer, Chairman, presented the following:

March 19, 2008

Personal and Confidential

Mr. John M. Zeunik, County Administrator  
McLean County  
Government Center  
115 E. Washington Street, Suite 401  
Bloomington, IL 61702-2400

Dear Mr. Zeunik:

We are pleased to have the opportunity to assist you in providing actuarial services for other post-employment benefits for McLean County. We would like to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This engagement letter will outline the services that Alliance Benefit Group provides and the fees for such services.

#### Annual Actuarial Services for GASB 45

For each plan year, Alliance Benefit Group will provide the following actuarial services:

- Data collection and analysis
- Preparation of a comprehensive annual report/actuarial valuation
- Disclosures as required by GASB 45 for actuarial purposes

#### Fees

The actuarial fees are outlined in Appendix 1.

#### Services

Provide actuarial services to assist the County to determine what OPEB costs need to be recognized over the employees' years of service and to provide relevant information about the actuarial accrued liabilities for these benefits.

The firm will provide a calculation on a bi-annual basis of the actuarial accrued liability of the OPEB's, the actuarial value of plan assets, the actuarial present value of total projected benefits, unfunded actuarial accrued liability, normal cost, net OPEB obligation, and the annual required contribution as defined by GASB Statement #45.

The County will seek the advice from the actuary in regards to the most appropriate actuarial cost method to be employed.

Prepare the biennial gain/loss analysis to determine reasons for changes in unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this. The firm will provide the County information needed to present the appropriate assumptions and schedules in its financial statements as required by GASB Statement #45

9320 Priority Way West Drive  
Indianapolis, Indiana 46240-1468  
317-803-7777  
888-290-1206  
Fax: 317-803-7895  
ABGIndiana.com

Baltimore • Boston • Charlotte • Chicago • Cincinnati • Dallas • Detroit • Houston  
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Mr. John M. Zeunik  
March 19, 2008  
Page 2

### Additional Services

Non-routine services such as plan design changes, plan termination services, plan amendments, research, etc. are billed on a time and materials basis. Estimates are provided upon request.

All services to be provided by Alliance Benefit Group are subject to your full cooperation and prompt submission of accurate data.

Alliance Benefit Group will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Alliance Benefit Group will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. In the event that Alliance Benefit Group is found to be liable for an error or an omission arising from our reliance upon the information provided by McLean County, Alliance Benefit Group's liability shall be limited to the current year's annual fees.

It is understood that to the extent Alliance Benefit Group performs the services set forth in this agreement, it is not a fiduciary.

If the foregoing is in accordance with your understanding, then please sign all copies of this engagement letter in the space provided below and return one copy to our office.

Should you have any questions about any of the services outlined above or the fees in Appendix 1, please feel free to contact our office.

Finally, by signing this engagement letter, you are confirming that the following information is accurate:

Name of Municipal Entity: County of McLean

Address: 115 E. Washington Street, Suite 401 / Bloomington, IL 61702-2400

Telephone Number: 309-888-5110

Employer Identification Number: \_\_\_\_\_

Management Representative: Mr. John M. Zeunik

Please review the above information and make any corrections.

This is not a valid agreement until executed by both parties.

### Alliance Benefit Group

By: 

Its: Thomas L. Totten, Managing Principal

Date: March 19, 2008

### County of McLean

By: 

Its: Chairman, McLean County Board

Date: 3-18-2008

Appendix #1 - Schedule of Professional Fees and Expenses for OPEB Actuarial Services indicated in Section 3.1 of the Scope of Work						
Staff Classification	Fee for report due January 31, 2009	Fee for report due January 31, 2010		Fee for report due January 31, 2011		Fee for report due January 31, 2012
		Review **	Full Actuarial ***	Review **	Full Actuarial ***	
	\$ 7,000	\$ 2,000	\$ 7,300	\$ 7,500	\$ 2,100	\$ 7,700
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Subtotal for each report period	\$ 7,000	\$ 2,000	\$ 7,300	\$ 7,500	\$ 2,100	\$ 7,700
Out of pocket expenses	\$	\$	\$	\$	\$	\$
Meals & Lodging	\$	\$	\$	\$	\$	\$
Transportation	\$	\$	\$	\$	\$	\$
Other (please specify)	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
Subtotal	\$ 7,000	\$ 2,000	\$ 7,300	\$ 7,500	\$ 2,100	\$ 7,700
Grand Total, All-inclusive Maximum Price for Actuarial Services	\$ 7,000	\$ 2,000	\$ 7,300	\$ 7,500	\$ 2,100	\$ 7,700

\*\*Review - Any costs associated with the review of changes in population and benefits to determine if there have been significant changes that would impact long-term assumptions.

\*\*\*Full Actuarial - If significant changes were to occur in benefit provisions, the size or composition of the population covered by the plan, or other factors that impact long term assumptions is when the County may request a full actuarial evaluation.





**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

## Memorandum

**To:** Chairman and Members, Finance Committee

**From:** John M. Zeunik, County Administrator

**Date:** March 5, 2008

**Re:** Request for Approval to Retain Actuarial Firm

### Background

The Government Accounting Standards Board (GASB) issued GASB Statement No. 43 entitled "Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans" in April, 2004. In June, 2004, GASB issued GASB Statement No. 45 entitled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions". The purpose of these pronouncements is to require public entities to calculate and disclose the potential future cost of benefits paid to retirees. Based on implementation guidelines set out by GASB, McLean County is required to implement GASB 43 and GASB 45 for the fiscal year ending December 31, 2008. Based on the level of expertise required for compliance, the County needs to retain an actuarial firm to complete the required evaluation. GASB only requires the calculation to be done biannually, assuming no significant changes were to occur in the off year. The County is proposing a four year agreement with the firm, with the option to renew for another four years, if both parties agree. After determining the level of interest among qualified firms, 13 Request for Proposal's were distributed. Six firms submitted technical and cost proposals on February 19, 2008.

### Technical Proposals

A committee comprised of representatives from the County Auditor's office, the Treasurer's office, and the County Administrator's office reviewed all technical

proposals for compliance with mandatory technical requirements listed in the RFP and determined that all six were qualified. The technical review committee then reviewed the technical proposals based on the proposed scope of services, the firm's knowledge and expertise, staff's qualification and experience, and assurance the firm adheres to HIPPA guidelines. The committee agreed that all six firms met the technical requirements set forth in the RFP.

### Cost Proposals

After technical plan reviews were completed, the separate sealed cost proposals were opened and reviewed. We asked all respondents to provide all inclusive fee reports for the first and third year of the contract and to provide review fees and full actuarial evaluation fees for the second and fourth years of the contract. Proposal prices ranged from \$15,500 to \$33,600.

The firm that the review committee found to be superior with their technical proposal was Alliance Benefit Group. Their four year, all inclusive price would be \$18,600, assuming only a review is necessary in the off years.

### Recommendations

We recommend the Alliance Benefit Group proposal as the overall best choice for the County. The merits of their technical proposal, combined with their cost proposal made them the clear choice for the review committee.

Therefore, we request your approval to authorize the County Administrator to enter into an engagement letter for services with Alliance Benefit Group.

All proposals and supporting materials are available in our offices for your review.

Members Selzer/Owens moved the County Board approve a Request for Approval to retain the Actuarial Firm of Alliance Benefit Group of Indiana to assist in Implementing GASB 43 and GASB 45 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

THE GENERAL CODE ADVANTAGE

**CODIFICATION SERVICES  
PROPOSAL & AGREEMENT**

**MCLEAN COUNTY  
ILLINOIS**

June 27, 2006  
Revised January 18, 2008

Submitted by:  
General Code  
72 Hinchey Road  
Rochester, NY 14624-2991

Regional Representative: Marcia Clifford  
Account Representative: Jennifer Mendell  
Telephone: (800) 836-8834  
Kenosha, WI Office: (262) 859-3163  
Fax: (585) 328-8189  
E-mail: [mclifford@generalcode.com](mailto:mclifford@generalcode.com)  
Website: [www.generalcode.com](http://www.generalcode.com)

## WHAT REALLY MAKES GENERAL CODE DIFFERENT

Occasionally we are asked by prospects to explain why we are different from our competitors, and to describe how our approach to codification and supplementation is superior to other services available to them. To this question our response is:

Code publishing technology has come a long way in the last 20 years. Some Code publishers have not. It used to be that publishing meant the creation of an image (typesetting), placing that image on paper (a page), duplicating that image (printing) many times, and warehousing the books, supplements and pamphlets. All of the work in capturing content revolved around the printed page and the related tasks of typesetting.

Today, publishing occurs in various forms, on the Internet and CD, among others, as well as on paper. When information is published today, the user of information assumes that regardless of the medium (CD, Internet, paper) the information will be the same, will be up-to-date, and will be accurate. This has forced major changes in the Code publishing industry. A "page" on the Internet or on your computer screen isn't the same "page" as in a book - it isn't constrained by the limited size of the paper. It can be wider and deeper than your screen. It can have hot-links instead of footnotes and references. You can control how it looks - color, size, fonts. It can be a window by itself or one of many.

For General Code, it meant that we had to redefine for our customers where we add value in a project (our core competencies). It became clear to us that it was our editors, project managers, IS personnel, and document management specialists, not our typesetting and printing presses, that provided real service and value to our customers. What we do to compile, organize, codify, update, and supplement our customers' legislation, to capture it electronically, as well as an ability to deliver that content back to the customer in a variety of forms, adds tremendous value. The printing of paper to create books, by itself is only a small part of the process - necessary but not by itself sufficient.

Our answer to our customers' needs has been to reinvent the code as an information database that we create and maintain. We then use XML based, off-the-shelf and customized software, along with the skills of in-house programmers, to create electronic and paper-based deliverables which provide access to the database in a variety of forms. We no longer have printing presses because we have replaced them with a partnership with a very large company - FedEx Kinko's Office and Print Services. We create the page images to be printed, and FedEx Kinko's does the duplicating. We create the Internet pages for our E-Code product from the code database. We create our CD product (PC/Codebook) using Folio Infobase software. Our strategic partnerships allow us to provide even more value to our clients, enhancing our ability to respond to customer needs in many ways. They also allow us to focus our resources on our core competencies rather than keep up with the latest printing technologies.

As we reinvented ourselves to provide 21<sup>st</sup> century services, we found that our database approach, and partnership with others outside our core competency, provided us with additional competencies and services that we now make available to our customers. For example, your code is only one of many important documents that you need access to on a regular basis. We can provide a variety of document management and document access solutions because of our move away from traditional publishing and to our investment in modern electronic database services.

## SUMMARY OF ADVANTAGES

Your Code is a very important legal document, and having it produced and maintained efficiently and reliably is critical. Some of the advantages of working with General Code are:

### Organizational System and Pagination:

The organizational system of your Code should be easy to use by attorneys and the general public. When you want to find an ordinance, it should be immediately apparent where that ordinance will be in your Code. If you look at the sample Code provided, you will note that our system is alphabetical; with each main ordinance becoming its own chapter. We leave approximately five reserved chapters for every existing chapter, allowing for the addition of new ordinances in the future. With this system, your ordinances determine the Table of Contents, rather than having to make your ordinances fit a preexisting Table of Contents with a limited number of standard chapters.

You will also note that our page-numbering system is correlated with the chapter number. We believe this page-numbering system is far superior to consecutive page numbering, which creates substantial issues for Code users during future supplementation.

Our Code organization and page-numbering system are customized to each Code, rather than offering you a boilerplate approach to codification.

### Legislative Histories:

General Code's placement of historical information throughout your Code is unique. See the sample Code provided. At the beginning of each chapter is a History statement, indicating the ordinance (number and date) from which that chapter was derived. Within each chapter, any subsequent revisions are noted with historical information included at the section or subsection that was added or revised. This system provides an efficient method for tracking sources and revisions and provides for more efficient supplementation (fewer pages needing revisions).

### Time and Materials Pricing:

Our supplementation pricing is based on the time and materials expended in providing the services requested. This pricing policy also provides lots of flexibility to the County. For instance, you can opt to process electronic supplements more often than paper supplements if you wish, without paying twice for the same work. Per-page pricing does not provide this type of flexibility.

### **Flexibility of Supplementation Billing:**

General Code offers a selection of billing plans for our supplementation clients (after your new Code is completed). Most of our clients choose a "pay as you go" plan, with each supplement charged, invoiced and paid at the time it is completed. We also offer budget-billing plans, with monthly payments covering all supplementation work (similar to utility billing plans). These plans ensure you never have to worry about exceeding your pre-planned budget figure for Code supplementation. If you were interested in a budget-billing plan, we would be happy to work out details with you upon request.

### **Flexibility of Supplementation Scheduling:**

You may choose to supplement as ordinances are adopted or on a regular schedule (monthly, quarterly, semiannually or annually).

### **No Long-Term Supplementation Contract Required:**

General Code does not require a supplementation contract obligating the County to supplement with us for a certain number of years. We prefer to have our clients work with us because they *choose* to, not because they are contracted to. Our client retention rate over our 40+ years is exceptional.

### **Highest Level of Customer Attention in the Industry:**

In addition to our editorial staff and your Illinois Representative (Marcia Clifford), we have an in-house staff of full-time customer service representatives, technical representatives and Attorneys to help answer any questions you may have. We encourage you to contact any of our clients for their direct input on our customer orientation.

### **No Copyright Requirement:**

General Code does not copyright Codes we produce for our client municipalities. When municipalities have contracted with codifiers who do copyright, the practice has often resulted in expensive remedies and lack of flexibility for the municipality in the future.

### **Assistance from our Full-Time Webmaster:**

A very important service that we provide for our E-Code (Internet) clients is registering your E-Code with the top Internet search engines. This not only provides an important service to Internet users; it also presents you with a very professional image. Our Webmaster is also here to help you with linking your E-Code to your Web site, if you need guidance. We are not aware of any other codifier who has full-time technical experts on staff and ready to assist clients in this way.

## STAFF QUALIFICATIONS

Outlined below is the experience and knowledge that each member of the project team will bring to McLean County:

### **Marcia Clifford, Illinois Representative and Staff Attorney**

**Responsibilities:** Marcia will be the in-state Project Contact for the McLean County project.

**Education:** Marcia received a B.A. in English from the University of Illinois and received her J.D. from Marquette University where she was a member of the Law Review.

**Experience:** Marcia has been with General Code since 2002. As the Regional Representative, she will be available for any necessary meetings at the County offices, including a presentation to the Board, or an Editorial Conference, if desired. Prior to joining General Code, she worked in a variety of capacities at West Group, a legal publishing company. Her duties included editorial work, marketing and new product development. She also practiced law in Janesville, Wisconsin with the firm of Brennan, Steil, Ryan, Basting and MacDougall, S.C.

### **Jennifer Mendell, Account Representative**

**Education:** State University of New York at Brockport, B.A. Health Science.

**Experience:** Company employee since 2005. Account Representative for Illinois, Michigan, Wisconsin, Minnesota, Indiana, and Ohio. She is the primary customer service contact for all Illinois clients. She has extensive experience in customer service, pre-sales, outside sales and quality initiatives.

### **Jennifer L. Balonek, Contract and Project Manager**

**Responsibilities:** Jennifer will be the overall Project Manager for the McLean County project.

**Education:** State University of New York at Brockport, B.S. Criminal Justice/Pre-Law – Magna Cum Laude; Masters of Public Administration, with Honors.

**Experience:** Company employee since 1993. Editor and project manager for publication of new Codes in Wisconsin, Pennsylvania, New York, Maryland, Nebraska and Minnesota, including statutory review, as well as Police Department Manuals; supplementation. Interned with Genesee County, NY Criminal and Supreme Courts. Current memberships include: International Municipal Lawyer's Association; American Society for Public Administrators (ASPA); National Honor Society for Public Affairs and Administration (Local Chapter Secretary); Town of Riga Conservation Board.



**Debora Tuszynski, Editor**

Responsibilities: Deb will be the primary Project Editor for the McLean County codification project.

Education: University of Missouri – Columbia, B.A. English, with Honors, *Magna Cum Laude*; New York University, M.A. English and American Literature

*Experience: Company employee since 1991 with 11 years' experience in editing code and supplementation projects and conducting statutory reviews for municipalities in Wisconsin, Illinois, Oklahoma, Maine, New Hampshire, Connecticut, New York, Maryland, Massachusetts, New Jersey and Pennsylvania.*

**Claudia Zuch, Editor; Attorney.**

Responsibilities: Claudia will be the Law editorial staff member assigned to the McLean County project.

Education: State University of New York at Brockport, B.A. Political Science – *Magna Cum Laude*; Alpha Chi Honor Society; Notre Dame, Juris Doctor – *Summa Cum Laude*

Experience: Company employee since 1999 with 9 years' experience in editing code and supplementation projects and conducting statutory reviews for municipalities in Wisconsin, Illinois, Maine, New Hampshire, Connecticut, New York, Maryland, Massachusetts, New Jersey and Pennsylvania. Specializes in editing supplementation projects in all states, including codes done by other codifiers. Admitted to practice law in New York State. Spent 2 years on the Journal of College and University Law (1 year as Associate Editor) at Notre Dame.

**Denise Majchrzak; Software Solutions Designer; Technical Service Representative**

Responsibilities: Denise will be the technical consultant for the McLean codification project.

Education: Bryant and Stratton Business School; various course work in computer applications and programming; certified Word for Windows expert.

Experience: Denise has been with General Code since 1989, specializing in coordinating, developing and producing out-of-the-ordinary products. Acts as backup for various functions in production; extensive supplementation experience; proficient in various Windows and DOS based word processors; XML production development.

**Bill Westland, Proofreader.**

Responsibilities: Bill will proofread the Manuscript, ensuring accuracy and quality. His background includes:

- General Code employee since 1997
- Served as editorial assistant, typesetter and proofreader at Gannett Newspaper

**Kathy Barry, Page Layout.**

Responsibilities: Kathy Barry will convert the electronic files into printed pages, using her skills at markup and page layout. Her background includes:

- 14 years of experience at General Code
- Background in scanning, keyboarding, markup and formatting
- Extensive background in page layout and formatting for numerous typesetting and word-processing programs

**Saralyn Gould, Indexer**

Responsibilities: Saralyn will create the comprehensive Index for the Code. Her background includes:

- Sawyer Business School, Business degree
- 19 years at General Code, indexing Codes and supplements
- co-developer of current index style; indexing trainer for 7 years
- Treasurer of American Society of Indexers, Western New York chapter.

## PROJECT OUTLINE

**Component 1: Legislative Research/Preliminary Editorial Conference.**  
**[Within 30 days of signing]**

We will meet with you at your County offices to research your legislation and obtain copies of all ordinances currently in effect through January 31, 2008. All such research work will be performed by our staff, Marcia Clifford, who will make or obtain copies of the legislation essential to the codification. Being on site helps us get to know the County and provides us with an opportunity to discuss the project with you before the editorial work begins. It saves you the time and expense of compiling any necessary materials and it dramatically reduces any margin for error or misunderstanding.

The County will also set up a process to routinely send any new legislation directly to General Code upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and shall be subject to additional charges.

**Component 2: Initial Editorial Conference.**  
**[Within two weeks of our receipt of materials from the County]**

Upon receipt of the materials from the County, the lead editor will do an initial review of the materials and initiate a telephone conference with the County's designated representative. The purpose of this conference will be to discuss the project generally, to set mutually agreeable timelines for the project, to discuss the organization of the new Code, and to ask/answer any initial questions either party has regarding the project. In this way, everyone involved with the project should have clear expectations, and the project will progress smoothly.

**Component 3: Preparation and Submission of Code Editorial Analysis.**  
**[Within 16 weeks of receipt of materials from the County]**

At this stage, the County will be provided with three copies of a Manuscript and Editorial Analysis Report. The Editorial Analysis is a written report, which is the result of the editor's thorough review of the manuscript with specific input for improving your legislation. The Editorial Analysis is provided in an easy-to-use checklist format, which also expedites the recording of your decisions.

**The Editorial Analysis will include the following:**

- Identification of duplications, conflicts and inconsistencies between or within various chapters of the Code.
- Identification of areas where there appear to be conflicts or inconsistencies with Illinois statutes.
- Any practical recommendations to make your legislation more enforceable and suggestions on ways to modernize your legislation.

**Component 4:**    **County Review of Editorial Analysis and Submission of Response.**  
[Within 10 weeks of receipt of Editorial Analysis from General Code]

The County will review the Editorial Analysis and decide upon desired revisions. Since the Editorial Analysis is in a checklist format, your decisions can be easily noted right in that report. A copy of the Editorial Analysis should be returned to the editor, and a copy retained by the County for your records.

During this process, our staff Attorney, Marcia Clifford, will be available as a resource for the County.

Should your review require additional time, you may extend the review period for an additional \$100 for each additional week.

**Component 5:**    **Preparation of Draft; Publication of Code.**  
[20 weeks, plus County's time for draft review]

- **Incorporation of Revisions.** At this time, the editor will incorporate into the Manuscript all revisions authorized by the County, along with any adopted amendments not yet incorporated. The County may add amendments to the Code up to this stage of the process without delaying the project. Since we encourage the County to routinely send us all ordinances immediately upon final adoption, we should have the materials already on hand to incorporate.
- **Organization of Code.** The Code will be organized into General Code's standard organizational system, an example of which is illustrated in the sample Code provided to the County.
- **Inputting; Proofreading; Stylizing.** The text of the new Code will be electronically input, proofread to ensure accuracy and copyread for style consistency and to correct any grammatical errors.
- **Submission of Draft Copy.** The County will be provided with a draft copy of the Code at this stage. The purpose of the draft is to help the County see the revisions in context. The County may make word changes to the draft without additional charges. (Any changes requiring major organizational changes or substantial textual revisions may be subject to additional charges.) Since no substantive or organizational changes will have been made to the Code without prior authorization from the County, most clients are able to complete this review within two weeks of receipt of the draft copy. You may extend this review period for an additional \$100 per week should you find you need additional time.
- **Page Layout/Composition.** The Code will then undergo the final page layout and composition work. The new Code will be published in 8 ½ x 11-inch single-column format.

- **Preparation of Index, Tables and Notes.** A new, comprehensive Code Index will be prepared at this stage. (Our indexing staff is known for providing the most user-friendly, detailed Indexes in the codification industry. An example of one of our Indexes is in the sample Code enclosed.) In addition, statutory and internal cross-references, historical notations, tables and Editor's Notes will be included where applicable.
- **Publication and Delivery of New Code Volumes.** Forty-five copies of your new Code will be provided under the base proposal. Each copy will be housed in a high-quality, custom-imprinted binder. If the County wishes to increase or decrease the number of copies of the Code with the initial run, you may do so for an adjustment of \$75 per Code (with binders), in any quantity.
- **Preparation and Delivery of Code Adoption Materials.** At the time that the new Code volumes are delivered, the editor will provide the County with a draft Code Adoption Ordinance and any additional supporting materials.

## INVESTMENT

### Deliverables

The base project includes delivery of the following:

- On-Site research
- Preliminary Telephone Conference
- Update Code through January 31, 2008
- Electronic Conversion of legislation
- Proofreading
- Editorial Analysis
- Manuscript
- Editorial Work
- Formatting & Stylization
- Duplication
- Draft Copy of Code
- New Comprehensive Index
- 45 Copies of the New Code\*
- 45 Custom-Imprinted Binders\*
- Customizable Tabs
- Code Adoption Materials

### Investment

**\$17,685**

*\*The County may increase or decrease the initial run for \$75 per Code (with binder).*

### **Payment Schedule:**

- 20% of the contract price shall be invoiced within 4 weeks of written authorization to proceed with the project
- 20% of the contract price shall be invoiced upon submission of the Editorial Analysis.
- 20% of the contract price shall be invoiced upon approval to proceed with publication of the final Draft or 10 weeks from submission of the Editorial Analysis, whichever comes first.
- 20% of the contract price shall be invoiced upon submission of the Draft.
- 20% of the contract price shall be invoiced upon delivery of the Codes to the municipality.

### **Performance Schedule:**

- Initial telephone conference: within 2 weeks of written authorization to proceed with the project and receipt of all legislation.
- Submission of the Manuscript and Editorial Analysis: within 16 weeks of written authorization to proceed with the project and receipt of all legislation
- Submission by the Municipality of all desired changes to the Manuscript: within 10 weeks of submission of the Editorial Analysis.
- Delivery of Draft: within 20 weeks of approval to proceed.
- Submission by the Municipality of all desired changes to the Draft: within 2 weeks of submission of the Draft.
- Delivery of Code volumes: within 2 weeks of approval to proceed with the publication of the Code.

*These prices will remain valid for six months. Should a contract not be in place by that time, the price may be subject to revision.*

## OPTIONAL PRODUCTS AND SERVICES

The following products/services are available to the County as options.

**PC/CodeBook:** PC/CodeBook puts the text of your Code into an easy-to-use software package. It allows you to instantaneously search for words or phrases within the Code. You can highlight important areas for future reference; make notes within the text, and bookmark sections that you use often. You can print out sections or chapters or copy them into other documents. You can export the text of any chapter or section to any common Windows-based word processor for easy drafting of amendments. PC/CodeBook uses Folio® InfoBase technology to provide you with a state-of-the-art search and retrieval program.

**E-Code:** With your approval, we can upload the Code onto the Internet in a text searchable format, allowing users to search the Code and download provisions. Each time we supplement your Code we will also revise the Internet version. E-Code can be linked to the County's home page and other related Web sites. Having the Code available on the Internet is a great service to residents and those individuals or businesses interested in relocating to your community.

A very important service that we do for our (Internet) clients is register your E-Code with the top Internet search engines. This not only provides an important service to Internet users; it also presents you with a very professional image. Our Webmaster is also here to help you with linking your E-Code to your web-site, if you need guidance. We are not aware of any other codifier who has full-time technical experts on staff and ready to assist clients in this way.

### Pricing:

PC/CodeBook purchased:		\$995
<i>Annual Maintenance fee - 2<sup>nd</sup> year forward:</i>	\$550	
E-Code purchased:		\$995
<i>Annual Maintenance fee - 2<sup>nd</sup> year forward:</i>	\$550	
Both PC/CodeBook and E-Code purchased together:		\$1,495
<i>Annual Maintenance fee - 2<sup>nd</sup> year forward:</i>	\$880	

The annual fees for PC/CodeBook and E-Code cover the licensing, all technical support and the uploading of revisions to the programs.

### Code on Disk:

\$350

We can provide you with a copy of the Code in any of the common word-processing formats excluding any tables, charts or maps that are outside the main body of the text. What the County does with this version will depend on the format chosen and the limitations of that program. Each time the Code is updated we will provide the County with a new disk containing the revised files.

### TermTracker:

Our new Term Tracker Software Program is a database application that tracks the appointments and terms of office for members of boards, commissions and agencies appointed by the Mayor or County Council. It's an easy to use program that is designed to help you keep track of expiring terms and appointments. To download a free 30 day trial of the TermTracker program, please visit our website at [https://www.generalcode.com/download/TT\\_dnldsign.html](https://www.generalcode.com/download/TT_dnldsign.html).

### Pricing:

Initial purchase of TermTracker (Desktop version):	\$450
<i>Annual Maintenance Fee</i>	<i>\$100</i>
Initial purchase of TermTracker (Network version):	\$950
<i>Annual Maintenance Fee</i>	<i>\$200</i>

### Reprints of Individual Chapters:

We can also provide the County with reprints of individual chapters ("pamphlets") in any quantity. Pamphlets are produced with plastic covers and plastic spiral binding. Since you can order small quantities of pamphlets in the future, we recommend that you order only enough pamphlets for 4 to 6 months. This will avoid having to update stock pamphlets and reduce storage requirements for the County.

### Outside Sales:

General Code offers unmatched services to local governments in the sale of both printed and electronic versions of the Code and supplement subscriptions to individuals outside of County government. We have been providing this service for over 15 years. As an additional service to your constituents, General Code accepts VISA, MasterCard and American Express orders, as well as checks.

The process for our outside sales service is simple for the County. We provide fax-back order forms that you can distribute to those wishing to purchase a Code, or they can call us at our toll-free number. **The County pays nothing** for these Codes or the administration of this service.

We also handle on going updating of these outside sales on an annual subscription basis, again, at no charge to the County. If you are interested in our handling outside sales, just let us know.



## SUPPLEMENTATION SERVICE

Once your new Code is completed, it is important that it be kept updated and reliable so that your investment is protected.

### General Code's Supplementation Services Include:

#### Scheduling:

You choose the supplementation schedule that works best for you. Some municipalities choose to update the Code as ordinances are adopted; others prefer to set up a monthly, quarterly, semiannual or annual schedule. Some municipalities choose to have us update the electronic version of the Code more often than the paper copies. We are flexible and will work with you to set up a process to make Code supplementation as easy as possible. **Our turnaround time for processing routine supplementation is generally 4 to 6 weeks, the fastest in the industry.**

#### Submission of Material for Supplementation:

The County may send paper copies of ordinances for inclusion in the Code, or you may send via fax, diskette or e-mail.

#### Packaging and Distribution of Supplements:

Each supplement will be individually enveloped and labeled to correlate with the serial numbers assigned to the new Codes. We can also include names and addresses for each Code holder on the envelopes if you wish. Having supplements in labeled envelopes makes distribution easy and reliable and minimizes the time that County officials need to spend at this task. **We are the only codifier who routinely envelopes and labels supplements.**

#### Supplementation Charges:

The charges for supplementation of the printed and electronic versions of the Code are computed on a time-and-materials basis. We are always happy to provide no-obligation price quotations prior to beginning any supplement if you wish.

## ON-GOING CLIENT SERVICES

As General Code clients, municipalities receive many value-added services *at no additional charge*. Some of these services are:

### Sample Legislation Service:

Our clients receive free access to our sample legislation service. By calling or faxing our sample department, you can receive sample wording on hundreds of common topics to assist you in drafting new legislation.

### Assistance "On Call":

Our editors, customer service representatives and technical representatives are always available to you via our toll-free line to answer questions on specific or general issues.

### Quarterly Newsletter:

Clients receive our quarterly newsletter, *The Decoder*, which contains many helpful tips and interesting articles. (Enclosed with this proposal is a copy of one of our issues for your review.)

### Bulletins:

Bulletins with important information are issued when applicable.

### Electronic File Transfer Service:

We can accept and deliver electronic transmissions of legislation or other documents via the Internet.

### Web Site:

You can find more information about General Code and our services by visiting our Web site at [www.generalcode.com](http://www.generalcode.com). You can review results of customer satisfaction surveys, view our E-Code service, or find out when we will be exhibiting at a conference in your area. Our site is updated regularly and contains many links to other sites of interest to local government officials.

### Accuracy Check:

Once per year, General Code will provide a free accuracy check for the Code books kept by the County Clerk and the County Attorney. This service will ensure that your books referenced the most will always be accurate.

## REFERENCES

The following references are current General Code clients who have completed similar projects. In addition to these specific references, we encourage you to contact any of our client municipalities listed on the client list enclosed.

**City of Crystal Lake, Illinois**  
Ms. Anne O'Kelley, Secretary  
(815) 459-2020 Ext.4084

**Green Lake County, Wisconsin**  
Ms. Margaret R. Bostelmann, Clerk  
(920) 294-4005

**Grant County, Wisconsin**  
Ms. Chris Carl, Clerk  
(608) 723-2675

**Pierce County, Wisconsin**  
Mr. Jamie R. Feuerhelm, Clerk  
(715) 273-6744

**County of Monroe, New York**  
Ms. Deborah Burns, Office Manager  
(585) 428-3479

**Essex County, New Jersey**  
Ms. Adrienne Davis, Clerk of the Board  
(973) 621-4486

## CONCLUSION

Although all codification companies may look similar on paper, there *are* differences - in philosophy, quality and overall customer satisfaction. General Code's reputation and high referral rate is unparalleled. Your Code is an important legal document, and maintaining its integrity is our highest priority.

Our editorial staff is divided into teams that concentrate on particular states or regions. The Illinois team has the specific knowledge and experience to provide you with the highest quality services efficiently and economically. The team concept also allows us to develop a personalized relationship with each client and ensures that each client has a familiar contact at General Code. We have heard from our client municipalities that this relationship is extremely important to them.

**Satisfaction:** General Code has provided codification services to over 2,000 client municipalities in 23 states and Canada, including over 60 clients in Illinois alone. Customer satisfaction is our highest priority. We received the following affirmation from nationally recognized Gordon S. Black Corp. (now Harris Interactive), after they conducted a customer satisfaction survey of our clients:

*"Your employees and management must be extremely proud of the results...An overall score of 9.6 (on a 10-point scale) is the highest single measurement we have received for any client...Your customer loyalty scores (willingness to recommend and continue using) were even higher."*

**Awards:** For the past three years, we have been named to the prestigious LaserFiche Winners Circle, an elite group of the top 5% of more than 700 LaserFiche resellers. We credit our success to our emphasis on accurate needs assessing, customized project design, individualized on-site training, and overall attention to our clients' needs.

General Code is a "Rochester Top 100 Company." This annual Chamber of Commerce program recognizes the commitment to quality and accomplishments of privately owned companies in the Rochester area and represent some of the finest examples of business growth and progress in our area.

We are committed to showing the County of McLean the same innovative and personal style that has made word of mouth our best advertisement through the years.

## AUTHORIZATION OF PROJECT

The County of McLean, Illinois agrees to the procedures and services outlined above and the Terms and Conditions attached, and authorizes General Code to proceed with the project.

Base Project: \$ 17,685

### OPTIONAL PRODUCTS and SERVICES: (See Page 10 and 11 for Descriptions)

☐ Additional Codes needed \_\_\_\_ (qty) x \$75 each \$ \_\_\_\_\_

☐ PC/CodeBook purchased: \$995  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$550*

☐ E-Code purchased: \$995  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$550*

☐ Both PC/CodeBook and E-Code purchased together: \$1,495  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$880*

☐ Code on Disc \$350

TOTAL PROJECT COST: \$ \_\_\_\_\_

### COUNTY OF MCLEAN, ILLINOIS

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### GENERAL CODE, LLC

By: Daym Don In the Presence of: Kathleen A. List

Title: President & CEO Title: Sales Assistant

Date: 1/18/08 Date: 1.18.07

## TERMS AND CONDITIONS

### GENERAL CODE, LLC. LAW AND ORDINANCE CODIFICATION

This is a legal agreement between the Municipality and General Code, LLC (General Code)

#### Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Municipality, as reflected in the completed codification delivered to the Municipality. Regardless of the Municipality's acceptance of completed materials when delivered, General Code shall correct errors found either by the Municipality or General Code. See "Warranties; Limitations" for General Code's liability for all services.

#### Responsibility of Municipality.

The Municipality shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the municipal budget to pay General Code for services, and for the prompt payment of invoices. The Municipality shall also be responsible for completing its work in accordance with the "Performance Schedule."

#### Responsibility of Municipal Counsel.

In conjunction with the services rendered by General Code and the work of the Municipality and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Municipality and General Code to the Municipality's counsel. At the request of the Municipality or its counsel, General Code shall make available to the Municipality's counsel information in its possession relating to legal issues or opinions obtained during its work with other municipalities, as well as sample copies of legislation as requested by the Municipality.

#### Protection of Confidential Information.

During the time this agreement is in effect, both the Municipality and General Code may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Municipality and by General Code and General Code's employees as proprietary and confidential. Both the Municipality and General Code will use reasonable efforts to protect the confidentiality of the Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information.

#### Adjustments to Performance Schedule; Unauthorized Delays; Extension of Review Period.

- A. Adjustments to Schedule. Upon the mutual consent of the Municipality and General Code, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on the part of the Municipality, General Code may impose delay charges upon providing notice thereof to the Municipality. An "unauthorized delay" shall mean any delay not authorized by both General Code and the Municipality.
- C. Extension of Review Period. Should the Municipality require more time to review the Editorial Analysis and Manuscript than that set forth under the "Performance Schedule," extensions of the review period are available for an additional \$100 per week.

#### Prices for Additional Services.

- A. New Legislation. Legislation enacted after the date set forth in "Material to be Codified" or "Contents" and prior to the publication of the Code can be included at the request of the Municipality and shall be billed at the standard rates being charged by General Code at the time the Code is published.
- B. Appendix Material. Material that is not general and permanent administrative or regulatory legislation, as set forth in "Material to be Codified," can be included in the Appendix to the Code at the request of the Municipality. Appendix material shall be billed at the standard rates being charged by General Code at the time the Code is published.

- C. Specially Composed or Duplicated Material. Specially composed or duplicated material which is included in the Code and which requires other than straight-line type, including but not limited to maps, charts, drawings and pictures, shall be billed at General Code's standard rate for specially composed or duplicated material.
- D. Variations from Standard Methods or Procedures. Variations from General Code's standard methods and procedures, including but not limited to organizational system, stylization and special formatting, must be requested by the Municipality, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Municipality, to be paid by the Municipality.
- E. Special Binders. Variations from the standard binders used by General Code, including cover material, seals, metals, or colors, can be made available upon the request of the Municipality. Any extra expense for such variations shall be paid by the Municipality.
- F. Additional Printed Copies. Additional copies of any of the printed materials provided hereunder, including but not limited to the Manuscript, Editorial Analysis, Code or pamphlets, can be made available to the Municipality upon request. The charges for such additional printed copies, as determined by General Code and approved by the Municipality, shall be paid by the Municipality upon delivery of any such additional printed materials.

#### **Payment Terms.**

All payments shall be made within 30 days of receipt of the invoice/voucher. The Municipality shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

#### **Software.**

If software is being delivered pursuant to this agreement, the Software is being licensed to the Municipality pursuant to a License Agreement (the "License") between the publisher of the software and the Municipality. The Municipality agrees that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

#### **Computer Hardware.**

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and General Code shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

#### **Document Scanning Services.**

If applicable, the following provisions shall apply to document scanning services to be provided by General Code or its designated subcontractor:

- A. The Municipality shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
- B. General Code or its designated subcontractor shall use reasonable care in the handling of the Municipality's documents.
- C. Upon return of the documents to the Municipality, the Municipality shall promptly inspect the documents to determine whether all documents have been returned. Unless the Municipality informs General Code of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

#### **Delivery of Completed Materials.**

General Code will deliver completed materials via USPS, UPS, motor freight, air freight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Municipality.

#### **Title; Copyright.**

- A. The Municipality will retain all rights, including copyrights, and title to the Code but hereby grants to General Code the right and license to use, reproduce, adapt, distribute, display and advertise the Code.
- B. All computer software and other intellectual property of General Code used in performing its services shall remain the property of General Code.

#### **Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended.

- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by General Code shall, at the option of the Municipality, become its property, and General Code shall be entitled to receive just and equitable compensation for all services performed.

#### **Warranties; Limitations.**

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the Municipality's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Municipality or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. General Code's warranty obligations and the Municipality's remedies hereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this contract. General Code shall not be liable to the Municipality or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Municipality or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

#### **Changes.**

The Municipality may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for the Municipality's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Municipality has signed and returned the Change Order.

#### **Notices.**

All notices and other communications which are required or permitted to be given shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

#### **Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

#### **Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.



**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this contract.

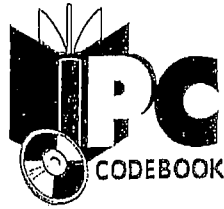
GENERAL CODE, LLC.

72 Hinchey Road

Rochester, New York 14624

800/836-8834

01/07



**GENERAL CODE, LLC.**  
**SOFTWARE LICENSE AGREEMENT**

This is a legal agreement between you (either an individual or an entity), the end user, and General Code, LLC (GENERAL CODE)

**I. DEFINITIONS**

1.1 "Licensed Program" shall mean the GENERAL CODE software product PC/CodeBook.

1.2 "Equipment" shall mean the computer hardware being used by the Municipality at the Municipal offices.

1.3 "Update" means a new release of the Licensed Software made available by GENERAL CODE to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by GENERAL CODE in its sole discretion.

1.4 "Use" shall mean the copying or duplication of any portion of a Licensed Program from storage units or media into the Equipment for processing or the utilization of any Licensed Program in the course of the operation of the Equipment.

**II. LICENSE GRANT**

2.1 Use of Binary Form Licensed Program with Equipment. GENERAL CODE hereby grants LICENSEE a perpetual (except as provided in Article VIII), non-exclusive, non-transferable, non-licensable, non-assignable license to Use in machine readable form the Licensed Program specified in Section 1.1 solely on Equipment within the offices of the Municipality purchasing the software, by Municipal offices and employees exercising their Municipal responsibilities, on individual computers or a network. The LICENSEE may make one copy of the Licensed Program for backup purposes. This Software License Agreement provides for up to 20 licensed users. Requests for permission or further information should be addressed to GENERAL CODE.

**III. PROPRIETARY RIGHTS**

3.1 Proprietary Rights. The Licensed Program is owned by GENERAL CODE and/or its suppliers and is copyrighted and proprietary in nature. The Licensed Program is being licensed, not sold to LICENSEE. LICENSEE shall respect such proprietary rights and shall not use such Licensed Program except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Licensed Program, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Licensed Program available to any third party, in whole or in part, in whatever form without the express written permission of GENERAL CODE.

3.2 Confidentiality. LICENSEE shall hold the Licensed Program in confidence, using the same precautions and degree of care it uses to protect its own confidential information, and shall take all actions required to maintain control of the Licensed Program, including securing written records, agreements, and other reasonable measures with its employees and agents to satisfy its obligations under this Agreement with respect to the use, copying, protection, and security of the Licensed Program.

**IV. LIMITED WARRANTY; LIMIT OF LIABILITY**

4.1 Limited Warranty. GENERAL CODE warrants to LICENSEE that the Licensed Program will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. GENERAL CODE's entire liability and LICENSEE's exclusive remedy shall be, at GENERAL CODE's option, either repair or replacement of the Licensed Program that does meet this Limited Warranty. Claims under this Limited Warranty must be received by GENERAL CODE during the one year period. Any repaired or replaced Licensed Program shall be warranted for the remainder of the original one year warranty period or 30 days from the date of receipt, whichever is longer. This Limited Warranty applies only to the LICENSEE and does not apply to failures caused by abuse, misuse or casualty loss, including power outages and surges.

4.2 No Other Warranty. GENERAL CODE does not warrant that the licensed program is free from all bugs, errors and omissions. Except for the limited warranty set forth in section 4.1, GENERAL CODE makes no other warranties, express or implied, of any kind, including, without limitation, merchantability or fitness for a particular purpose, with regard to any licensed program and/or related materials to be furnished by GENERAL CODE.

4.3 No Consequential Damages. In no event shall GENERAL CODE be liable for any lost profits, lost data, indirect, special, punitive or consequential damages in connection with or arising out of the existence, furnishing, failure to furnish, or use of any licensed program and/or related material and/or device. In any case, GENERAL CODE'S total liability shall be limited to the price paid by LICENSEE for the licensed program.

## V. MAINTENANCE OF LICENSED PROGRAM

5.1 Fees for Maintenance. Upon termination of the warranty period specified in Section 4.1, GENERAL CODE will invoice LICENSEE for maintenance services for the twelve (12) months following expiration of the warranty period. If LICENSEE pays the annual maintenance fee within thirty (30) days after invoice, GENERAL CODE shall provide such maintenance services for such twelve (12) month period. If LICENSEE does not timely pay the annual maintenance fee, then GENERAL CODE shall have no further obligation to provide maintenance or support of the Licensed Program to LICENSEE. If LICENSEE pays the first annual maintenance fee, GENERAL CODE will thereafter invoice LICENSEE annually for the maintenance fee for so long as LICENSEE pays the annual maintenance fee. If LICENSEE timely pays the annual maintenance fee, GENERAL CODE's maintenance services shall continue for that annual period. If LICENSEE does not timely pay the annual maintenance fee, then GENERAL CODE shall have no further obligation to provide maintenance or support to LICENSEE. If LICENSEE allows the maintenance services to lapse, it may not reinstate maintenance services unless it first pays all maintenance fees for the lapsed period.

### 5.2 Correction of Errors.

(a) Subject to Section 5.1, GENERAL CODE shall use commercially reasonable efforts to correct documented reproducible software errors in the Licensed Program appearing through the Use of the Licensed Program in accordance with GENERAL CODE's written materials. Such efforts, with respect to a given Licensed Program error, will be provided after GENERAL CODE receives a request therefor from LICENSEE either:

- (i) verbally (via a telephone call); or
- (ii) in writing (via email, fax or courier services) on forms that will be provided by GENERAL CODE.

Verbal requests that require action from GENERAL CODE require confirmation of the request in writing within 48 hours.

(b) Three error correction priority levels have been defined, which shall be handled as follows:

URGENT: The Licensed Program fails to function according to GENERAL CODE's written materials and LICENSEE is unable to proceed without a fix to the problem or a work-around solution. On receipt of a request for resolution of an URGENT Licensed Program error, GENERAL CODE will assign resources, within one (1) business day, to correct the reported problem and such resources shall be applied until the problem is fixed. GENERAL CODE's technical support staff will maintain periodic contact with LICENSEE, providing information on the proposed method to address the problem and associated schedule.

MEDIUM: The Licensed Program contains incorrect logic, incorrect descriptions, major omissions, or functional problems which LICENSEE is able to work-around or has corrected itself. LICENSEE is unable to wait for the reported problem to be corrected in the next Update. Following a request for resolution and initial investigation of the problem, GENERAL CODE and LICENSEE will agree on a schedule for receipt of a patch for the reported problem. GENERAL CODE's technical support staff will provide information on the proposed method to address the problem and will inform LICENSEE of the status and resolution progress via periodic status reports.

LOW: The Licensed Program contains an error where LICENSEE is prepared to receive a fix within the next Update. Upon receipt of a request for resolution, GENERAL CODE's technical support staff will inform LICENSEE of the status and resolution progress via periodic status reports.

### 5.3 Version Support.

Following release of a new version of the Licensed Program, GENERAL CODE will support the previous version for twelve (12) months or until the end of the term of this Agreement, whichever comes sooner.

#### 5.4 Direct Engineering Contact.

GENERAL CODE does not provide direct engineering contact. Problems with priority URGENT or MEDIUM shall be reported directly to GENERAL CODE's technical support staff by telephone, while problems with priority LOW shall be reported directly to GENERAL CODE by telephone, email or fax.

#### 5.5 Updates.

During any annual period for which LICENSEE has paid the annual maintenance fee, LICENSEE shall be provided with any Updates produced by GENERAL CODE at no additional charge. Nothing herein shall convey any rights to LICENSEE with respect to any new version of the Licensed Program.

#### 5.6 Problem Avoidance.

(a) LICENSEE will perform routine system preventative maintenance. Prior to requesting support from GENERAL CODE, LICENSEE will comply with all applicable operating and troubleshooting procedures, as provided by GENERAL CODE. If such efforts are unsuccessful in eliminating the malfunction, LICENSEE will promptly notify GENERAL CODE.

(b) Requests for support may be made only by LICENSEE personnel who: (i) possess the necessary expertise and training (as from time to time defined by GENERAL CODE) to diagnose and resolve system and software malfunctions with assistance by GENERAL CODE; and (ii) are designed as "Contacts" in accordance with the applicable GENERAL CODE procedures.

### VI. INFRINGEMENT

6.1 GENERAL CODE agrees, at its own expense, to defend LICENSEE and hold LICENSEE harmless against any suit, claim, or proceeding brought against LICENSEE alleging that any use of the Licensed Program as delivered by GENERAL CODE infringes any duly issued U.S. patent, copyright or trademark or any trade secrets of any third parties, provided that LICENSEE (i) promptly notifies GENERAL CODE in writing of any such suit, claim or proceeding; (ii) allows GENERAL CODE to defend, settle or otherwise dispose of such suit or proceeding and, at its expense, to direct the defense of such suit, claim, or proceeding; (iii) gives GENERAL CODE sole authority, full information and assistance necessary to defend such suit claim, or proceeding; and, (iv) does not enter into any settlement of any such suit, claim or proceeding without GENERAL CODE'S written consent.

6.2 Following written notice of a suit, claim or proceeding or a threat of suit, claim or proceeding requiring said indemnification, GENERAL CODE shall have the right, but no obligation, at its sole option, to (i) procure for LICENSEE the right or license to use the Licensed Program as furnished hereunder; (ii) replace or modify the Licensed Program to make the same non-infringing; or (iii) return to LICENSEE payments applicable to the infringing Licensed Program and to accept return of same Licensed Programs and related documentation without further liability of GENERAL CODE. If GENERAL CODE elects to replace or modify the Licensed Program, such replacement shall substantially meet the specifications for the Licensed Program as set forth in the accompanying written materials.

6.3 GENERAL CODE shall have no liability for any claim of copyright or patent infringement based on (a) use of other than a current unaltered release of the Licensed Program available from GENERAL CODE if such infringement would have been avoided by the use of such current unaltered release of the Licensed Program or (b) Use or combination of the Licensed Program with programs not supplied by GENERAL CODE and which use or combination results in the infringement of any patent or copyright. THIS ARTICLE VI STATES THE ENTIRE LIABILITY OF GENERAL CODE WITH RESPECT TO INFRINGEMENT.

### VII. TRANSFER OF LICENSE

7.1 No Assignment or Transfer. LICENSEE agrees that it shall not assign or transfer this Agreement or any right or license granted herein without the prior written consent of GENERAL CODE.

### VIII. TERMINATION.

8.1 GENERAL CODE shall have the right to terminate this Agreement and all rights and licenses granted to LICENSEE hereunder immediately upon notice to LICENSEE if LICENSEE breaches Section 3.1, 3.2 or 7.1 of this Agreement. In the event of such termination, all rights of LICENSEE shall terminate and automatically revert to GENERAL CODE and LICENSEE shall forthwith discontinue all use of the Licensed Program and return to GENERAL CODE all copies of the Licensed Program and all related materials provided by GENERAL CODE in LICENSEE's possession or control.

IX. GENERAL

9.1 If the Licensed Program is acquired by an agency or other part of the U.S. Government, the Licensed Program and accompanying written materials are provided with Restricted Rights and use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Program clause at 48 C.F.R. 252.227-7013 or in subparagraphs (c) (1) and (2) of the Commercial Computer Program-Restricted Rights clause at 48 C.F.R. 52.227-19, as applicable.

9.2 This Software License Agreement constitutes the entire agreement between GENERAL CODE and LICENSEE regarding the Licensed Program and all accompanying materials. If any provision is found to be invalid by a court of competent jurisdiction, the balance of the provisions shall remain in full force and effect. The failure or omission of either party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment of the future performance of any such term of provision by such party, nor shall such failure of omission constitute a waiver of the right of such party to insist upon future performance by the other party of any such term of provision.

9.3 This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. This agreement is a license and is not a sale of goods. Neither Article 2 of the Uniform Commercial Code or the U.N. Convention on contracts for the international sale of goods shall be applicable to this agreement. Each party to this Agreement hereby expressly waives any right to trial by jury in any action or proceeding, whether at law or in equity, commenced by either of them, which in any way arises out of or in any way is connected, whether directly or indirectly, with this agreement or any of the transactions contemplated hereby.

9.4 All notices and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be delivered either personally or by facsimile or registered or certified mail and shall be deemed effectively received (i) upon actual receipt thereof by the party to be notified, if such notice or other communication is delivered in person or by facsimile, or (ii) upon the fifth (5<sup>th</sup>) business day following the deposit thereof, postage prepaid to the party to be notified at such party's address as set forth below. Either party may change its address for the receipt of such notices by giving written notice to the other party in the manner herein provided. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which, together, will constitute one and the same instrument.

GENERAL CODE, LLC.  
72 Hinchey Road  
Rochester, New York 14624  
800/836-8834

1/07




**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

## Memorandum

**To:** Chairman and Members, Finance Committee  
**From:** Terry Lindberg, Assistant County Administrator   
**Date:** February 27, 2008  
**Re:** Codification Services to Update McLean County Code

We respectfully request your approval of an Agreement between McLean County and General Code, LLC, to provide Law and Ordinance Codification Services. County Administration and State's Attorney Civil Division support staff have attempted to organize and maintain the County Ordinances over the years, but we have never engaged the services of a professional organization that specialized in ordinance codification. We believe such an effort will benefit users by making it easier to find accurate information, and benefit staff by providing ongoing support and a blueprint for maintaining the Code in the future.

The cost of this project, \$19,180, is included in the 2008 budget. The hard-copy portion of the deliverables includes 45 bound copies of the updated County Code. The research, editing and final preparation of the hard copy is priced at \$17,685. The total project cost also includes \$1,495 to acquire software entitled PC/CodeBook, a searchable software based version of the Code, and E-Code, an internet version of the Code that will also provide search and download capability for users of the McLean County website.

We are recommending General Code, LLC based on their overall price proposal and the comprehensive suite of technology-based support services offered by the firm. We contacted two other firms to determine what services they offered and what level of interest they had in working with McLean County. Sterling Codifiers, Inc, headquartered in Cour d'Alene, Idaho, provided a cost estimate of \$20,000, and it did not offer as many types of technology-based support services as General Code. Lexis-Nexis, headquartered in Dayton, Ohio did not submit a cost estimate.

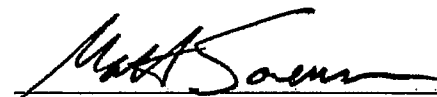
The McLean County Auditor presented the following and recommends it for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

February 29, 2008

**2008 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$247,560.29	\$247,560.29
Finance		\$990,859.19	\$990,859.19
Human Services		\$538,587.97	\$538,587.97
Justice		\$1,808,534.50	\$1,808,534.50
Land Use		\$18,101.60	\$18,101.60
Property		\$409,781.14	\$409,781.14
Transportation		\$607,313.42	\$607,313.42
Health Board		\$399,925.19	\$399,925.19
Disability Board		\$50,019.50	\$50,019.50
T. B. Board		\$16,496.55	\$16,496.55
<b>Total</b>		<b>\$5,087,179.35</b>	<b>\$5,087,179.35</b>



Matthew Sorensen, Chairman  
McLean County Board

Members Owens/Bostic 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.

Members Selzer/Owens moved the County Board approve a Request for Approval of Resolution to Amend the Rules of the County Board of McLean County – Rules Subcommittee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Selzer stated the General Report could be found on pages 56-78.

**JUSTICE COMMITTEE:**

Member Renner, Chairman, stated the following: the Justice Committee has no Items to be Presented for Action and their General Report is located on pages 79-86.

**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Segobiano, Vice-Chairman, stated the following: the Land Use and Development Committee has no Items for to be Presented for Action and the General Report is found on pages 87-88.

**PROPERTY COMMITTEE:**

Member Bostic, Chairman, stated the following: the Property Committee has no Items to be Presented for Action and the General Report is found on pages 89-93.

**TRANSPORTATION COMMITTEE:**

Member Hoselton, Chairman, stated the following: I hope that everyone has read Mr. Mitchell's letter of resignation. He also stated the General Report is on pages 96-105.

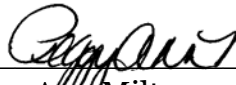


The meeting was adjourned until April 15, 2008 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:25 a.m.

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Matt Sorensen  
County Board Chairman



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PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of March, 2008, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of April, 2008.



---

PeggyAnn Milton  
McLean County Clerk