



EXECUTIVE COMMITTEE AGENDA  
Room 700, Law and Justice Center

**Tuesday, May 11, 2004**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – April 13, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:  
Bloomington-Normal Water Reclamation District  
Ken Schroeder  
6 Ridgemont Road  
Normal, IL 61761  
Re-appointed to a three-year term scheduled  
to expire on May 3, 2007  
  
McLean County Board of Review  
Joseph R. Stephens  
1928 Claremont C. Commons  
Normal, IL 61761  
Re-appointed to a two-year term scheduled  
to expire on June 1, 2006

McLean County Board of Review

Floyd "Bud" Clark  
2103 Berrywood Lane  
Bloomington, IL 61704  
Re-appointed to a two-year term scheduled  
to expire on June 1, 2006

Bloomington Township Public Water District

Kurt Moser  
RR 3, Box 519  
Bloomington, IL 61704  
Re-appointed to a five-year term scheduled  
to expire on May 3, 2009

APPOINTMENTS:

Saybrook-Arrowsmith Fire Protection District

Sidney A. Schaefer  
12624 N. 4000 E. Road  
Saybrook, IL 61770  
Appointed to a two-year term scheduled  
to expire on May 31, 2006

Saybrook-Arrowsmith Fire Protection District

Joseph A. Bane  
33632 E Boon Road  
Arrowsmith, IL 61722  
Appointed to a three-year term scheduled  
to expire on May 31, 2007

Saybrook-Arrowsmith Fire Protection District

Steven R. Streenz  
9611 N. 3500 E. Road  
Arrowsmith, IL 61722  
Appointed to a three-year term scheduled  
to expire on May 31, 2007

RESIGNATIONS:

Saybrook-Arrowsmith Fire Protection District

Warren J. Bane  
32660 E 1200 N Road  
Arrowsmith, IL 61722

- b) Request Approval of an Agreement  
With Devnet, Inc for Property Tax  
Administration Software –  
InformationServices

- c) Request Approval of Amended Policy for Acceptable Use of Internet And Electronic Mail Facilities Provided by McLean County – Information Services 27-40
    - d) Request Approval of the Purchase of Personal Computers Under State Bid Contract – Information Services 41
    - e) Request Approval of McLean County Officials and Employees Ethics Ordinance – County Administrator's Office And State's Attorney's Office 42-56
  - 2) Items to be presented for Information:
    - a) Information Services Status Report 57
    - b) Semi-Annual Financial Reports July 1, 2003 – December 31, 2003 Available in the County Clerk's Office 58
    - c) General Report.
    - d) Other
- B. Justice Committee – Chairman Renner
  - 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Coroner's Department 0031 59-59a
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other
- C. Land Use and Development – Chairman Gordon
  - 1) Items to be Presented for Information:
    - a) Request by Terry and Gloria Stevens for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Buckles Subdivision, File No. S-04-05
    - b) General Report
    - c) Other

- D. Property Committee – Chairman Bostic
- 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085 60-61
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other
- E. Transportation Committee - Chairman Bass
- 1) Items to be Presented for Information:
    - a) Request Approval of Revised Weight Limit Agreement with Mr. Barry Reeves
    - b) Request Approval of Letting Results from April 28, 2004 for County Projects
    - c) Request Approval of Bridge Petition – Old Town Township Non-MFT Culvert
    - d) Request Approval of Reauthorization of Lewis, Yockey & Brown Land Surveying And Platting Services Agreement
    - e) General Report
    - f) Other
- F. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance For Fund 0107 – Health Department 62-64
    - b) Request Approval of an Ordinance of the McLean County Board Establishing the Annual Salary of the Circuit Clerk, Coroner, County Auditor, and Recorder 65-68

- c) Request Approval of an Ordinance Providing for the Abatement of a Direct Annual Tax Sufficient to Pay the Rent Payable under A Lease Agreement to be Entered into by and between the Public Building Commission of McLean County, Illinois, as Lessor, and the County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, As Lessees – County Administrator's Office 69-92
  - d) Request Approval of an Ordinance Providing for the Abatement of a Direct Annual Tax Sufficient to Pay the Rent Payable under a Lease Agreement to be Entered into by and between the Public Building Commission of McLean County, Illinois, as Lessor, and the County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as Lessees – County Administrator's Office 93-95a
  - e) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance County General Fund 0001, County Recorder's Office 0006, and the County Recorder's Document Storage Fund 0137, County Recorder's Office 0006 96-97
  - f) Request Approval of McLean County Revised Code Budget Policy Resolution and attached Schedule A, Calendar for Preparation of the Fiscal Year 2005 Budget, Five Year Capital Improvement Budget, and Recommended Three Year Budget – County Administrator's Office 98-107
- 2) Items to be Presented for Information:
- a) Request Approval of the Appointment of Judges of Election – County Clerk's Office (to be presented at a Stand-Up Meeting)
  - b) Request Approval of a Resolution Amending the Fiscal Year 2004 Funded Full-Time Equivalent Positions Resolution for the Recorder's Office 108
  - c) Request Approval of the Engagement of the Law Firm Wessels & Pautsch, P.C., as Policy Counsel Exclusively for Review of Personnel Policy Manual
  - d) Request Approval of a Resolution Establishing

a new Special Revenue Fund for Homeland Security Grants – Sheriff's Department (to be considered at a Stand-Up Meeting)

- e) Request Approval of an Ordinance Setting Salaries of the Members of the McLean County Board (to be considered at a Stand-Up Meeting) 109-111
- f) General Information
- g) Other

G. Report of the County Administrator

- 2) Items to be presented for Information:
  - a) General Report 112-113
  - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

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**Request for Approval  
Of Contract with Devnet, Inc.**

May 11, 2004

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

Information Services respectfully requests approval of the attached five year contract with Devnet Inc. Last month, on April 21<sup>st</sup> 2004, the McLean County Board approved a bid award to this company for Property Tax Administration Software.

This contract, which has been reviewed by Mr. Ruud of the State's Attorney's Civil Division, provides the framework by which to administer the implementation of that software.

I welcome any questions or comments you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a light blue horizontal line.

Craig Nelson  
Director  
McLean County Information Services

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## AGREEMENT FOR DEVNET, INC. SERVICES

This "Agreement" dated May 18, 2004 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Dr., Sycamore, Illinois 60178, and MCLEAN COUNTY, ILLINOIS (MCLEAN COUNTY), an Illinois unit of local government, having its principal offices at McLean County Law & Justice Center, 104 W Front Street, Bloomington, IL 61702.

### Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, MCLEAN COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and MCLEAN COUNTY ("the Parties") hereby agree as follows:

### ARTICLE 1 - Definitions

- 1.1 **ACCEPTANCE** The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to MCLEAN COUNTY, is installed on MCLEAN COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.
- 1.2 **APPLICATION ERROR** The term "application error" means an error in an application program that causes it to fail and terminate abnormally or function incorrectly.
- 1.3 **APPLICATION PROGRAM** The term "Application Program" means the software programs developed and exclusively owned by DEVNET which will allow MCLEAN COUNTY to operate its Property Tax database.
- 1.4 **CUSTOMIZED CHANGES** The term "customized changes" means a program or system change specific to the needs of MCLEAN COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.
- 1.5 **DATABASE ERROR** The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

- 1.6 **MCLEAN COUNTY DATABASES** The term "MCLEAN COUNTY Databases" means the Property Tax data prepared and managed by MCLEAN COUNTY that are stored in electronic format and which are accessible by MCLEAN COUNTY's computer system.
- 1.7 **MCLEAN COUNTY EQUIPMENT** The term "MCLEAN COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the MCLEAN COUNTY. By way of illustration, but not limitation, MCLEAN COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "MCLEAN COUNTY Databases reside, and the communications equipment required to link the MCLEAN COUNTY Databases to any satellite location(s).
- 1.8 **MCLEAN COUNTY SOFTWARE** The term "MCLEAN COUNTY Software" means application software, database management software, and operating system software that runs on MCLEAN COUNTY Equipment and MCLEAN COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by MCLEAN COUNTY (or MCLEAN COUNTY's third party vendors), not DEVNET.
- 1.9 **DOCUMENTATION** The term "Documentation" means User manuals, MCLEAN COUNTY training literature, entity relationship diagrams or other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **GIS** The term "GIS" means geographic information system.
- 1.11 **DEVNET PROPERTY TAX SOFTWARE SYSTEM** The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.12 **SOFTWARE MAINTENANCE** The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.13 **SOFTWARE SUPPORT** The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

## ARTICLE 2 - Description of Services

- 2.1 DEVNET shall provide MCLEAN COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Paragraph 2.4 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by MCLEAN COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2003 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

### Property Tax Assessment

- a. Parcel Maintenance due upon execution of Agreement, includes:
  - i. Name and Address Maintenance
  - ii. Legal Description Maintenance
  - iii. Site Address Maintenance
  - iv. Exemption Maintenance
  - v. Parcel Split and Combinations
  - vi. Time Memo Maintenance

This is the module that the Assessor uses to change valuations, property classes, legal descriptions, name and address, etc. This module is also used to add new parcels due to a split or combination.

- b. Farmland Processing due upon execution of Agreement
  - i. Soils Maintenance
  - ii. Farmland Reporting
  - iii. Farmland Calculations
- c. Equalization due upon execution of Agreement
- d. Notices and Reporting due upon execution of Agreement
- e. State Abstracts (PTAB 280 and Reclass attachment) due upon execution of Agreement
- f. Inquiry due upon execution of Agreement

- g. Board of Review due upon execution of Agreement
  - i. Hearing (Docket) Maintenance
  - ii. Hearing Notices
  - iii. Tentative Board of Review Changes
  - iv. Parcel Maintenance
  - v. Docket Reporting
  - vi. Final Decision Notices
  - vii. Equalization
  - viii. State Abstracts (PTAB 260 and Reclass attachment)
  - ix. \$100,000.00 tax reduction notices
- h. Assessment Level Change and Rollover to County Clerk due upon execution of Agreement.
- i. Assessor functions for Certificates of Error due upon execution of Agreement.

**Property Tax Extension**

- a. Tax District maintenance due upon execution of Agreement
- b. State Abstracts (PTAB 260 and re-class attachment) due upon execution of Agreement
- c. Parcel Maintenance upon execution of Agreement, includes:
  - i. State Assessed Certified Railroads
  - ii. Parcel TIF information
  - iii. Enterprise Zones

This module allows the County Clerk's office to change the Tax Codes on a specific parcel when necessary. It allows the Clerk's office to enter the valuations for the State Assessed Railroads and Pollution control parcels. It allows the Clerk to set up Enterprise Zones.

- d. Notices and Reporting due upon execution of Agreement
- e. State Equalization due upon execution of Agreement
- f. Calculation and Reports due upon execution of Agreement, includes:
  - i. Equalized Assessed Value
  - ii. Tax District Rates
  - iii. Tax District Extensions
  - iv. Tax Cap
- g. Rollover to County Collector due upon execution of Agreement

### **Property Tax Collection/Distribution**

- a. Tax Billing due upon execution of Agreement, includes:
  - i. Mortgage Company Tapes
  - ii. Hard Copy Bills
- b. Tax Collection and Distribution due upon execution of Agreement
- c. Treasurer functions for Certificates of Error due upon execution of Agreement
- d. Delinquent Notices due upon execution of Agreement
- e. Tax Sale Processing due upon execution of Agreement
- f. Forfeiture Maintenance upon execution of Agreement
- g. Reports and inquiry due upon execution of Agreement

### **Tax Sale Redemption**

- a. Tax Sale Parcel Management upon execution of Agreement
- b. Redemption Processing due upon execution of Agreement, includes:
  - i. Print Estimates of Redemption
  - ii. Tax Buyer Fee Maintenance
  - iii. Tax Buyer Maintenance
  - iv. Print Checks to Tax Buyers
- c. Reports and inquiry due upon execution of Agreement

### **Drainage Modules**

- a. Drainage Parcel Maintenance due upon execution of Agreement, includes:
  - i. Name and Address Maintenance
  - ii. Legal Description Maintenance
  - iii. Site Address Maintenance
  - iv. Exemption Maintenance
  - v. Time Memo Maintenance

This allows MCLEAN COUNTY to maintain Drainage information on Drainage parcels. This will allow MCLEAN COUNTY to add new Drainage information to a parcel.

- d. Drainage Collection. This will be made part of the Real Estate Collection Module and is due upon execution of Agreement

- e. Drainage Distribution. This will be made part of the Real Estate Distribution module and is due upon execution of Agreement
- f. Notices and Reporting due upon execution of Agreement.

#### **Miscellaneous Enhancements**

**The items listed in Exhibit A will be included prior to the production live date of McLean County at no additional charge to the County.**

- 2.5 **SECURITY.** All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.
- 2.6 DEVNET will attempt to convert MCLEAN COUNTY'S existing current year database for use with the DEVNET Property Tax Software System. However, if such conversion is impossible, manual data entry of this information will be required. Only in such instances of impossibility of conversion will MCLEAN County be responsible for said manual data entry and pay the reasonable cost thereof. Any delay by MCLEAN COUNTY in its performance of its obligations under this paragraph shall extend all due dates herein by a like amount of time.
- 2.7 DEVNET shall provide maintenance and support that includes:
  - a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of noncustomized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. MCLEAN COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.
  - b. Software support includes all training, and retraining of MCLEAN COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by MCLEAN COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of the clients

- c. Software support shall not include any customized changes to the system, after the system is accepted by MCLEAN COUNTY.
  - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
  - e. DEVNET shall reasonably respond to MCLEAN COUNTY'S phone calls by return telephone call. However, there are may be times when the programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. MCLEAN COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.8 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois. Any changes to the Devnet system necessary to remain in compliance with the legal requirements of Illinois will be provided to McLean County at no additional charge.
- 2.9 DEVNET shall within sixty (60) days of the execution of this agreement identify an escrow agent who will keep a copy of the program source code for the DEVNET Property Tax Software System. This escrow agent will be instructed to provide MCLEAN COUNTY access to this source code only in the event that DEVNET ceases to be a corporate entity while MCLEAN COUNTY is a licensee of the DEVNET Property Tax Software System. MCLEAN COUNTY will have the right to use this source code only for the purpose of maintaining the DEVNET Property Tax Software System installed at its site. DEVNET shall annually, no later than January 31 of each year, provide an updated version of the software to the escrow agent and provide written confirmation to MCLEAN COUNTY of that action.
- 2.10 Develop a written transition plan to move from the current system to the new system. The transition plan will include moving from an 'Accelerated billing' to a Standard (annual) billing Cycle by 2005 in time to produce a tax bill for 2005.

### ARTICLE 3 - Joint Responsibilities

- 3.1 The parties shall codevelop a MCLEAN COUNTY Training Program to instruct MCLEAN COUNTY personnel in the use of DEVNET Property Tax Software System.
- 3.2 Product design, to ensure consistency of interface and operation of MCLEAN COUNTY Databases.
- 3.3 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.4 Change control planning, to ensure orderly maintenance and enhancement of MCLEAN COUNTY Databases.



#### ARTICLE 4 - MCLEAN COUNTY Responsibilities

- 4.1 MCLEAN COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in MCLEAN COUNTY's Databases.
- 4.2 MCLEAN COUNTY shall allow DEVNET scheduled access to MCLEAN COUNTY Equipment and MCLEAN COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in MCLEAN COUNTY's Databases. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 MCLEAN COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the MCLEAN Software and MCLEAN Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by MCLEAN COUNTY. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to MCLEAN COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 MCLEAN COUNTY shall provide guidelines to DEVNET regarding use of information contained in the MCLEAN Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 MCLEAN COUNTY shall allow DEVNET to use MCLEAN COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to MCLEAN COUNTY, the MCLEAN Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. In no case will DEVNET resell or grant access to the database or information stored therein to any third party. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If MCLEAN COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to MCLEAN COUNTY at DEVNET's then-current rates for time and materials. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.

- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, MCLEAN COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

**Server(s):**

- Several machines of this type can be used as separate Primary Domain Controller, Backup Domain Controller and Database Server

**Minimum Server**

2.00 ghz Processor  
2048 MB ram  
80 GB+ available mirrored hard drive space  
3.5" Floppy drive  
48X CDROM  
Video adapter capable of 1280 x 1024 resolution  
17" SVGA monitor capable of 1280 x 1024 resolution  
Tape backup  
ARCServe (back up software)  
Windows Server 2003  
Microsoft SQL Server 2000  
Internal 56K/V.90 Fax Modem.  
Internet Access  
10/100Mb Ethernet Adapter  
Mouse  
Uninterruptible Power Supply

**Preferred Server**

Dual 2.00 Ghz Processor (or better)  
4096 MB ram  
200 GB+ available hard drive space in a RAID 5 array, SCSI preferred  
3.5" Floppy drive  
48X CDROM  
Video adapter capable of 1280 x 1024 resolution  
17" SVGA monitor capable of 1280 x 1024 resolution  
Tape backup  
ARCServe (back up software)  
Windows Server 2003  
Microsoft SQL Server 2000  
Internal 56K/V.90 Fax Modem.  
Internet Access  
10/100Mb Ethernet Adapter  
Mouse  
Uninterruptible Power Supply  
CD Rewriter

**Workstations:**

**Minimum**

1.0 ghz Mhz Processor (or better)  
256 MB ram  
20GB+ hard drive  
3.5" Floppy drive  
20X CDRom  
Video adapter capable of 1280 x 1024 resolution  
17" SVGA monitor capable of 1280 x 1024 resolution  
Windows XP Professional  
10/100Mb Ethernet Adapter  
Mouse

**Preferred**

2.00 ghz Processor (or better)  
512 MB ram  
40GB+ hard drive  
3.5" Floppy drive  
48X CDRom  
Video adapter capable of 1280 x 1024 resolution  
17" SVGA monitor capable of 1280 x 1024 resolution  
Windows XP Professional  
10/100Mb Ethernet Adapter  
Mouse

**CD Writer:**

Required to allow each county to send DEVNET Inc. monthly updates of the database.  
The CD Writer can be located at the server or a workstation.

**Network:**

**Minimum**

10 Base-T Ethernet Hub with Cat. 5 Twisted Pair network cable.

**Preferred**

10/100 Base-T Ethernet Hub with Cat. 5 Twisted Pair network cable.

**Bar Code Reader:**

American MicroSystem Decoder w/wand  
Aubrey's Software Free Internet Client download version

**Document Scanning:**

Dunord Scanner Interface Card  
Fujitsu M4097D Scanner  
Lead Tools Software (supplied with install)

## ARTICLE 5 - Term and Extensions

- 5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13. The agreement will terminate at midnight on its fifth anniversary if either party provides written notice of intention to terminate at least 90 days in advance of the fifth anniversary. Upon the failure of either party to provide such timely written notice of intention to terminate, the term shall be extended automatically for one additional year at a price increase of five per cent. The agreement shall thereafter renew automatically from year to year, with price increase of five per cent each year, until either party provides written notice of intention to terminate at least 90 days in advance of the next anniversary date, upon which date the agreement will then terminate at midnight. Any written notice under this Article shall conform to the requirements of Paragraph 15.1

## ARTICLE 6 - Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following three years, payable monthly, effective from the date of execution of this Agreement.

Year 01 (2004-2005): For services received by MCLEAN COUNTY under this Agreement during Year 01, MCLEAN COUNTY shall pay to DEVNET the sum of \$71,520.00, payable as follows:

- A. the sum of \$17,880.00 upon execution of this Agreement; and,
- B. the sum of \$17,880.00 on or before 09/01/2004; and,
- C. the sum of \$17,880.00 on or before 12/01/2004; and,
- D. the sum of \$17,880.00 on or before 03/01/0005.

The sums payable for Year 01 services shall be apportioned as follows:

- i. \$71,520.00 for software license, maintenance and support

- 6.2 Year 02 (2005-2006): For services received by MCLEAN COUNTY under this Agreement during Year 02, MCLEAN COUNTY shall pay to DEVNET the sum of \$69,160.00, payable as follows:

- A. the sum of \$17,290.00 on or before 06/01/2005; and,
- B. the sum of \$17,290.00 on or before 09/01/2005; and,
- C. the sum of \$17,290.00 on or before 12/01/2005; and,
- D. the sum of \$17,290.00 on or before 03/01/2006.

The sums payable for Year 02 services shall be apportioned as follows:

- i. \$69,160.00 for software license, maintenance and support

6.3 Year 03 (2006-2007): For services received by MCLEAN COUNTY under this Agreement during Year 03, MCLEAN COUNTY shall pay to DEVNET the sum of \$69,160.00, payable as follows:

- A. the sum of \$17,290.00 on or before 06/01/2006; and,
- B. the sum of \$17,290.00 on or before 09/01/2006; and,
- C. the sum of \$17,290.00 on or before 12/01/2006; and,
- D. the sum of \$17,290.00 on or before 03/01/2007.

The sums payable for Year 03 services shall be apportioned as follows:

- i. \$69,160.00 for software license, maintenance and support

6.4 Year 04 (2007-2008): For services received by MCLEAN COUNTY under this Agreement during Year 04, MCLEAN COUNTY shall pay to DEVNET the sum of \$69,160.00, payable as follows:

- A. the sum of \$17,290.00 on or before 06/01/2007; and,
- B. the sum of \$17,290.00 on or before 09/01/2007; and,
- C. the sum of \$17,290.00 on or before 12/01/2007; and,
- D. the sum of \$17,290.00 on or before 03/01/2008.

The sums payable for Year 04 services shall be apportioned as follows:

- i. \$69,160.00 for software license, maintenance and support

6.5 Year 05 (2008-2009): For services received by MCLEAN COUNTY under this Agreement during Year 05, MCLEAN COUNTY shall pay to DEVNET the sum of \$69,160.00, payable as follows:

- A. the sum of \$17,290.00 on or before 06/01/2008; and,
- B. the sum of \$17,290.00 on or before 09/01/2009; and,
- C. the sum of \$17,290.00 on or before 12/01/2009; and,
- D. the sum of \$17,290.00 on or before 03/01/2009.

The sums payable for Year 05 services shall be apportioned as follows:

- i. \$69,160.00 for software license, maintenance and support

## **ARTICLE 7 - Ownership; Limited License Granted**

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to MCLEAN COUNTY, nor shall title to any MCLEAN Equipment or MCLEAN Software or asset pass from MCLEAN COUNTY to DEVNET. DEVNET, shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's MCLEAN Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 Upon execution of this Agreement, DEVNET shall grant MCLEAN a nontransferable license to use for MCLEAN's internal business purposes only the compiled application programs of the DEVNET Property Tax Software System that resides on MCLEAN Equipment. Except as set forth herein, MCLEAN may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. MCLEAN will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the MCLEAN breaches any of these provisions. MCLEAN COUNTY shall be allowed to make one or more copies of this software for the purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

## **ARTICLE 8 - Confidentiality and Nondisclosure**

- 8.1 DEVNET and MCLEAN COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure. Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For MCLEAN COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.
- 8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

- 8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:
- a) use the Confidential Information only as required for this Agreement
  - b) restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
  - c) advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
  - d) make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, Clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information which the recipient can demonstrate:
- a. is or becomes available to the public through no breach of this Agreement;
  - b. was previously known by the recipient without any obligation to hold in confidence;
  - c. is received from a third party free to disclose such information without restriction;
  - d. is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
  - e. is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
  - f. is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
  - g. is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.

- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.

- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.
- 8.8 Notwithstanding anything to the contrary herein, DEVNET expressly agrees that it shall indemnify and hold harmless the County against any action asserted against the County (and specifically including costs and reasonable attorney's fees with any such action) to the extent that it is based on a claim that any DEVNET developed materials within the scope of this agreement infringes on any patent, copyright, license or other property right or proprietary right of any third party. This indemnification obligation is contingent upon the County providing DEVNET with prompt written notice of any such actions and providing all reasonable assistance in the defense of such actions. While DEVNET will control the litigation, the County may, at its option and expense, retain counsel to represent its interest. DEVNET agrees to advise the County of significant developments in the action, and to inform the County in advance of any press release or resolution of such action. The terms of this section shall survive this agreement.



## ARTICLE 9 - Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. MCLEAN COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, MCLEAN COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- a. MCLEAN COUNTY's modification or relocation of the MCLEAN equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
  - b. MCLEAN COUNTY's or any third party's abuse, misuse or negligence;
  - c. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
  - d. MCLEAN COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
  - e. Hardware, network or operating system failure.

**DEVNET MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING DEVNET PROPERTY TAX SOFTWARE SYSTEM OR ANY WORK TO BE PERFORMED BY DEVNET HEREUNDER TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW.**

## ARTICLE 10 - Indemnification

- 10.1 MCLEAN COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of MCLEAN COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. MCLEAN COUNTY shall promptly notify DEVNET of any claim. MCLEAN COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

- 10.2 DEVNET shall defend, indemnify and hold harmless MCLEAN COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify MCLEAN COUNTY of any claim. DEVNET shall cooperate fully with MCLEAN COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

#### ARTICLE 11 – Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of MCLEAN COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1 – Notices.

## ARTICLE 12- Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

## ARTICLE 13- Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 hereinbelow.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (thirty) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1 – Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 13.4 In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the matter to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

#### ARTICLE 14 - Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

#### ARTICLE 15 - Miscellaneous

- 15.1 **Notices** Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: Devnet, Inc.  
2254 Oakland Dr.  
Sycamore, Illinois 60178  
Facsimile: (815)758-5214

To MCLEAN: McLean County Law & Justice Center  
104 W Front Street  
Bloomington, IL 61702

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

- 15.2 **Independent Contractor** DEVNET and MCLEAN COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and MCLEAN COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.
- 15.3 **Governing Law** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.
- 15.4 **Publicity** Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

- 15.5 **Order of Precedence** In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.
- 15.6 **Severability** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 15.7 **Non-Waiver** Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 15.8 **Exclusive Remedies** The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 15.9 **Compliance with Laws** Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein..
- 15.10 **Binding Effect** This Agreement shall be binding on each Party's successors and assigns, upon signature.
- 15.11 **Approvals** This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.
- 15.12 **Survival** The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

**ARTICLE 16 - Entire Agreement**

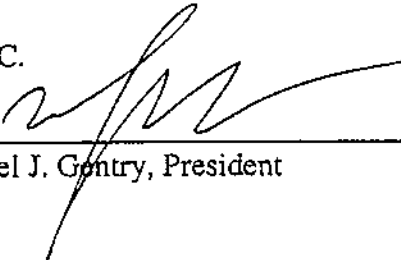
16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

MCLEAN COUNTY

By: \_\_\_\_\_  
for MCLEAN COUNTY

DEVNET, INC.

By:   
\_\_\_\_\_  
Michael J. Gentry, President

## Exhibit A

1. Ability to Generate and print a Parcel listing by selected Reasons for Change
2. Ability to generate and print an alpha listing of senior exemptions
3. Report on TIF District tax extensions by Residential, farm, commercial, industrial, mineral, railroad, and pollution control values
4. Ability to process PTAB Decisions/values and generate PTAX 610
5. Ability to flag overlapping taxing districts where McLean County sets the rate for use by other Counties
6. Store and report on total amount extended by overlapping counties for bonds & interest fund
7. Ability to generate and print municipality street & bridge fund notices
8. Ability to generate and print PTAX 292
9. TIF report on parcels valued at less than \$150
10. Ability to redeem more than one parcel at a time, total all redemptions, print separate receipts

11. Ability to report on redemptions by starting/ending parcel number range and specific tax sale status code

12. Ability to assign a manual check number to a "Paid to Buyer" check from redemption

13. Ability to have the "Reissue Check to Buyer" automatically mark the Original check as "voided"

14. Ability to report on taxes billed per mortgage company

15. Ability to generate and print a cross-reference report between alpha owner name and tax bill number

16. Ability to generate and printer the following reports by township: Parcels w Tax adjustments, Mobile home taxes billed/paid, Real estate taxes billed/paid, YTD Summary of Taxes billed/paid, back tax collections, and penalty/costs paid





**INFORMATION SERVICES**  
(309) 888-5100 FAX (309) 888-5209  
104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

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## **Request Approval of Amended Acceptable Use Policy**

May 11, 2004

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

Information Services respectfully requests approval of the attached Acceptable Use Policy for Internet and E-mail. I have also included a copy of the current policy for your review.

The primary changes to the policy are:

Clearly defines all County email and electronic resources as County property. (Section 1.2).

The term Global communications facility has been replaced by the more commonly understood term 'internet'. (Section 2).

Provides a clear although non-exhaustive list of unacceptable use (Section 3.7).

Lists exceptions to the blocking of otherwise unacceptable materials. (Section 4).

Explains that County Email should carry no expectation of privacy (Section 5.1)

Expands the County's enforcement capabilities (Section 6).

This policy has been reviewed by Mr. Hug of the State's Attorney's Civil Division.

I welcome any questions or comments you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director  
McLean County Information Services

A RESOLUTION of the McLEAN COUNTY BOARD  
ESTABLISHING and APPROVING A POLICY for the  
ACCEPTABLE USE of INTERNET and ELECTRONIC MAIL FACILITIES  
PROVIDED by McLEAN COUNTY

WHEREAS, the McLean County Board desires that the Information Services Department establish a Policy governing the acceptable use of Internet and Electronic Mail facilities provided to County offices and departments and to County employees; and,

WHEREAS, the Director of Information Services has prepared a Policy which sets forth the requirements and conditions of a Policy governing the acceptable use of Internet and Electronic Mail facilities provided to County offices and departments and to County employees; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, May 11, 2004, recommended to the County Board approval of the Policy governing the acceptable use of Internet and Electronic Mail facilities provided to County offices and departments and to County employees; now, therefore,

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

- (1) The Policy Governing the Acceptable Use of Internet and Electronic Mail facilities provided to County offices and departments and to County employees is hereby approved.
- (2) The Director of Information Services is hereby directed to distribute this Policy to all County Offices and Departments and to see that the requirements and conditions set forth in the Policy are implemented and followed in every County office and department.
- (3) The County Clerk is hereby requested to forward a certified copy of this Resolution to the Director of Information Services, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of May, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

Agreement (Proposed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Employee Number

This is to **certify that I have read the McLean County Policy** regarding  
the Acceptable Use Policy for Internet Facilities and  
Electronic Mail Provided By The McLean County Board and  
agree to abide by the terms outlined in that Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A copy of the policy is attached to this application. Please keep  
the copy for your records.

Additional Information Required for Access to the Facilities  
-----

Your Name as it is used in the County Electronic Mail System

\_\_\_\_\_  
(Example: Mason, Lynn)

Your User ID used to log on to the network

\_\_\_\_\_  
(Example: TOMX )

What is the Name of Your Department  
  
\_\_\_\_\_

You will receive a mail message giving you your Internet Mail  
Address. If you have questions, please e-mail AAAComputerHelpDesk.

Thank you -- Information Services

**Proposed** Acceptable Use Policy For Internet Facilities  
and Electronic Mail

1. Purpose

- 1.1 The purpose of this policy shall be to set forth and encourage the proper use of the internet and electronic communications facilities provided to the employees of McLean County. These facilities include, but are not limited to: the internet, e-mail, and messaging systems otherwise installed on County equipment. This policy shall also apply to any other organization or individual that is granted use of the facilities as a result of a written or oral inter-governmental or contractual agreement.
- 1.2 A second purpose of this policy is to clearly state that Internet/Intranet related systems, including but not limited to computer equipment, software, operating systems, storage media, network account, e-mail accounts, www browsing and ftp are the property of McLean County Government. These systems are to be used for business purposes in serving the interests of McLean County, its constituents and customers in the course of normal operations.

2. Definitions

- 2.1 Adware -- Any software application in which advertising banners are displayed while the program is running.
- 2.2 County Information Network -- The network of computers and other electronic devices provided for the electronic transmission or receipt of County Business.
- 2.3 Electronic Mail or E-mail -- A facility for the transmission of messages within or outside the County organization that relies on the electronic transmission or receipt of digital information. Referred to as e-mail.
- 2.4 Encryption software -- Proprietary Software that changes information from its native state to an

unrecognizable coded state which can only be returned to its native state with special software

- 2.5 Information Services - The McLean County Government Information Services Department.
- 2.6 Internet - Any facility that allows the interactive transmission of data to or from locations outside the County organization. This definition includes but is not limited to the use of web browsers, ftp, http, internet relay chat, e-mail, and other facilities accessed by network equipment attached to the County Information Network.
- 2.7 Intranet - Any facility that allows the interactive transmission of data within the County organization. This definition includes but is not limited to the use of web browsers, ftp, http, chat services, e-mail, and other facilities accessed by network equipment attached to the County Information Network.
- 2.8 Network Device- Any device physically attached to the McLean County Government network, or communicating with it through wireless networking. These devices include, but are not limited to, computers, laptop computers, printers, routers, hubs, switches and personal digital assistants.
- 2.9 Spam - Unauthorized and/or unsolicited electronic mailings
- 2.10 Spyware - Software which installs itself and reports computer habits to its parent company.
- 2.9 Trojan - a Trojan horse is a program in which malicious or harmful code is contained inside apparently harmless programming or data in such a way that it can get control of a computer.

### 3. Use and Ownership

- 3.1 The County board desires that use of these facilities shall be primarily for the transaction of County business.

- 3.2 Use of these facilities for purposes which are illegal under existing Federal or State law shall be expressly prohibited.
- 3.3 Information Services may from time to time establish guidelines consistent with this policy to insure the effective and efficient use of these facilities. These guidelines may include, but are not limited to: limitations on time available, size and/or type of data requested and destinations of data requests.
- 3.4 New employees wishing to have access shall be required to indicate their agreement prior to being given such access. Current employees who wish to continue to have access to these facilities will have 90 days to indicate their agreement before having their access terminated.
- 3.5 Use of encryption software must be specifically approved in writing by the Director of Information Services prior to using such software for the storage, receipt, or transmission of data.
- 3.6 The employee may encounter material that is offensive to them during the use of internet facilities or during the use of the facilities by another employee. The County will take measures to limit this exposure, but assumes no liability or responsibility for such material since the County has no control over the materials placed on the internet.
- 3.7 Any use of county provided resources for inappropriate purposes, or in support of such activities, is prohibited (unless authorized through job responsibilities). The following list is considered unacceptable use of county-provided resources.
- 3.7.1. Any use for commercial purposes, product advertisements or "for profit" personal activity, including, but not limited to, gambling.
- 3.7.2. Any sexually explicit use, whether visual or textual. You shall not view, transmit, retrieve, save, or print any electronic files which may be deemed as sexually explicit. The County will take reasonable measures to prevent access to this type of material, but assumes no liability or

responsibility for such material since the County has no control over materials placed on the internet.

- 3.7.3. Any use for personal business or religious solicitations, other than via the provided electronic bulletin board areas.
- 3.7.4. Any use for political lobbying or development of political or campaign materials.
- 3.7.5. Duplicating, transmitting, installing or using software not in compliance with software license agreements. Unauthorized use of copyrighted materials or another person's original writings.
- 3.7.6. Installation of any 'pirated' software or software product not purchased by McLean County Government.
- 3.7.7. Wasting the resources of information services by intentionally: placing a program in an endless loop; printing unnecessary amounts of paper; disrupting the use or performance of county-provided resources or any other computer system or network (for example, unauthorized world wide web pages, recurrent mass communications); or storing any information or software on county-provided resource which are not authorized by the agency.
- 3.7.8. Accessing accounts within or outside the county's computers and communications facilities for which you are not authorized or do not have a business need. Copying, disclosing, transferring, examining, renaming or changing information or programs belonging to another user unless you are given express permission to do so by the user responsible for the information or programs. Violating the privacy of individual users by reading E-mail or private communications unless you are specifically authorized to maintain and support the system. Representing yourself as someone else, fictional or real.
- 3.7.9. Knowingly or inadvertently spreading computer viruses. "Computer viruses" are programs that can destroy valuable programs and data.

- 3.7.10. Distributing "junk" mail, such as chain letters, advertisements, unauthorized solicitations or spam.
- 3.7.11. The use of county materials to threaten, harass or to transport obscene materials will be treated as a crime.
- 3.7.12. The Use of County owned computing equipment for playing games is considered inappropriate.
- 3.7.13. The use of streaming audio or video technology for non-educational, entertainment purposes is inappropriate.
- 3.7.14. Storage of large files, such as music or video files, on the County Network when not needed for business purposes.
- 3.7.15. Participation in chat services that are not necessary to the business of the County is inappropriate.
  
- 3.8 Any and all data created on McLean County's network remains the property of McLean County, and may be subject to the Freedom of Information Act. McLean County Government cannot guarantee the confidentiality of information stored on any device belonging to Mclean County Government.

#### 4. Exceptions

- 4.1 The limited use of the internet facilities for personal or charitable purpose during non work hours is permitted provided that permission of the employee's supervisor is obtained and that consumable supplies such as paper goods are provided by the employee.
- 4.2 The limited use of the internet for the preparation and transmission of personal electronic messages to and from members of the employee's immediate family is permitted as long as that use does not disrupt official use of the resource. McLean County Government does not guarantee privacy of these communications, as they may be read during Information



Services ongoing program of monitoring and enforcement.

- 4.3 Access to explicit material may be granted to employees of the Health Department where necessary to conduct business, and to law enforcement agents in the process of conducting an active investigation.

5. Monitoring

- 5.1 Information Services shall routinely monitor the use the facilities, including internet and e-mail usage. Any e-mails retained within the County system are Considered County property and should carry no expectation of privacy.
- 5.2 Information services can and will electronically monitor use of these facilities by viewing materials stored on the County Information Network or any computer in use in County facilities; or by directly viewing activity on the screen as it occurs.
- 5.3 Information Services can and will monitor specific Systems to assist in problem resolution, legal investigations, and to assure compliance with this policy.
- 5.4 Information Services can and will monitor the installation of software onto the County's network devices. All installations must be approved by Information Services. Information Services reserves the right to prevent unauthorized installations.

6. Enforcement

- 6.1 The Director of Information Services shall report actual and or suspected violations to the elected official or appointed department head responsible for the employee suspected of violation.
- 6.2 Access to the internet and e-mail facilities is considered a privilege. If an employee violates the policy, the employee's supervisor may suspend and or terminate the employees access to the electronic mail

and/or internet facilities on the County Information Network.

- 6.3 If Information Services finds an employee to repeatedly in violation of the policy, or if an employee's activity is deemed harmful to the business of the County, the Director of Information Services may suspend or terminate the employee's access to the electronic mail and internet facilities on the County Information Network. Appeals to reinstate service may be made by the employee's supervisor to the County Administrator.
- 6.4 Violation of this policy may result in disciplinary action, up to and including termination. Violations may also be punishable by fine or imprisonment, or both under other applicable rules or laws.
- 6.5 Information Services reserves the right to remove or block suspected spyware, adware, websites, viruses, and software not purchased by the County at any time.

Agreement (Current)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Employee Number

This is to **certify that I have read the McLean County Policy** regarding the Acceptable Use of Electronic Mail and Global Communications Facilities Provided By The McLean County Board and agree to abide by the terms outlined in that Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A copy of the policy is attached to this application. Please keep the copy for your records.

Additional Information Required for Access to the Facilities

-----  
Your Name as it is used in the County Electronic Mail System

\_\_\_\_\_  
(Example: Mason, Lynn)

Your Network Workstation Name (this number is displayed at the top of the network sign-on screen)

\_\_\_\_\_  
(Example: W01010)

Your User ID used to log on to the network

\_\_\_\_\_  
(Example: TOMX )

What is the Name of Your Department

\_\_\_\_\_  
You will receive a mail message giving you your Internet Mail Address. If you have questions, please e-mail AAAComputerHelpDesk.

Thank you -- Information Services

Acceptable Use Policy for Electronic Mail and Global  
Communications Facilities

1. Purpose

The **purpose of this policy shall be** to set forth and encourage the proper use of the electronic communications facilities provided to the employees of McLean County. This policy shall also apply to any other organization(s) or individual(s) that is granted use the facilities as the result of a written or oral inter-governmental or contractual agreement.

2 Definitions

2.1 County Information Network -- The network of computers and other electronic devices provided for the electronic transaction of County business.

2.2 Electronic Mail -- A facility for the transmission of messages within or outside the County organization that relies on the electronic transmission or receipt of digital information.

2.3 Encryption Software -- Proprietary Software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.

2.4 Global Communications Facility -- Any facility that allows the interactive transmission of data to or from locations outside the County organization. This definition includes the INTERNET and other facilities accessed by modems attached to the County Information Network.

2.5 Information Services -- The Information Services Department.

3. Use

3.1 The County Board desires that use of these facilities -shall be primarily for the transaction of County, business. Use of these facilities for personal purposes, unless specifically authorized by the County Administrator for training purposes, shall be prohibited.

3.2 Use of these facilities for purposes which are illegal under existing Federal or State law shall be expressly prohibited.

- 3.3 The County Administrator, may, from time to time, establish guidelines, consistent with this policy, to insure the effective and efficient use of these facilities. These guidelines may include, but are not limited to, limitations on time available and the global facilities that can be accessed.
- 3.4 County employees who now have access to these facilities shall indicate their acceptance and agreement to comply with this policy in writing or their access may be terminated or suspended. Employees wishing to have access shall be required to indicate their agreement prior to being given access.
- 3.5 Use of encryption software must be specifically approved by the County Administrator prior to using such software for the storage, receipt or transmission of data.
- 3.6 The employee may encounter material that is offensive to them during the use o \_\_f global communications facilities. The County assumes no liability or responsibility for such material since the County has no control over the materials placed on the global network.
4. Monitoring
- 4.1 The County Administrator shall direct Information Services to monitor the use of the facilities and report the amount of time utilized to the County Administrator and/or the Elected official or Appointed Department Head on a monthly basis.
- 4.2 At the direction of the County Administrator, Information Services may electronically monitor use of these facilities by viewing material stored on the County Information Network or any computer in use in County facilities; or by directly viewing activity on the screen as it occurs.
5. Enforcement
- 5.1 The County Administrator shall report actual and/or suspected violations to the Elected official or Appointed Department Head responsible for the employee.

- 5.2 If an employee violates the policy, the County Administrator may suspend and/or terminate the employee's access to the electronic mail and global communications facility available on the County Information Network.
- 5.3 Violation of this policy may result in disciplinary action pursuant to the adopted Personnel Policy Ordinance.



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

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**Request for Approval  
To Purchase Personal Computers  
Under State Bid Contract**

May 11, 2004

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase 100 personal computers under the Illinois State Bid contract. The 100 computers are part of the approved budget under the Computer Purchasing line for Information Services in fiscal year 2004.

The specific machine for this contract is a Pentium IV (Dell), 40G hard drive, 512MB Ram, 48x-cd-rom, keyboard & mouse with Windows XP for \$1530. This includes the imaging of the system by Dell, next business day support and a license for Office 2003. About 10 of these machines will be approximately \$30 more for inclusion of a CD-writer.

Permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.58-1) "If, in the opinion of the department head and/or County Administrator and with the approval of the appropriate Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in Chapter 127 of the Illinois Revised Statutes, the department head shall not be required to request quotations for items with a cost of \$1000 or more or to request competitive bids for items with a cost of more than \$20,000".

I welcome any questions or comments you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director, McLean County Information Services

# McLean County Officials and Employees Ethics Ordinance

## PREAMBLE

**WHEREAS**, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

**WHEREAS**, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

**WHEREAS**, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalized ordinance violations; and

**WHEREAS**, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

**WHEREAS**, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, AS FOLLOWS:**

## ARTICLE 1

For purposes of this ordinance, the following terms shall be given these definitions:



"Campaign for elective office" means any activity is furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Commission" means an Ethics Commission created by the County Board of McLean County, Illinois.

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in

excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Elected Officer" or "Elected Official" means a person elected or appointed to an Elective County Office, regardless of whether the officer is compensated for service in his or her official capacity, but does not include the Circuit Court Judges, the non-judicial officers of the Circuit Court, the Circuit Clerk or State's Attorney.

"Employee" means a person employed by the Employer, whether on a full-time or part-time basis or occasional/seasonal basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means McLean County, Illinois as well as its elected and appointed officials.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributed to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Political" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are

otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a County Clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a County Clerk.

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for/against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for/against any referendum question.
- (6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for/ against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for/

against any referendum question or helping in an effort to get voters to the polls.

- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for/against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective officer or on behalf of a political organization for political purposes.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for/against any referendum question.
- (12) Campaigning for any elective office or for/against any referendum question.
- (13) Managing or working on a campaign for elective office or for/against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

- (1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
- (2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

- (3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

"Subsidiary Body" means any board, commission, or committee, created or authorized by statute or ordinance of the County.

## **ARTICLE 2**

### **PROHIBITED POLITICAL ACTIVITIES**

For purposes of this Ordinance, the following are prohibited political activities:

- (a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of McLean County in connection with any prohibited political activity.
- (b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holiday's, vacation or personal time off).
- (c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

- (d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.
- (e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of political committee, of a political party, or of a political organization or club.

### **ARTICLE 3**

#### **GIFT BAN**

Section 3-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients") shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 3-2. Exceptions. Section 3 -1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.

- (5) Travel expenses for a meeting to discuss business.
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great uncle, great aunt, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether, to the actual knowledge of the recipient, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether, to the actual knowledge of the recipient, the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
- (8) Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by an means.

- (9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- (10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
- (11) Bequests, inheritances, and other transfers at death.
- (12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 3-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

#### **ARTICLE 4**

#### **ETHICS ADVISOR**

Section 4-1. The County Board Chairman, with the advice and consent of the County Board shall designate an Ethics Advisor for McLean County. The duties of the Ethics Advisor may be delegated to an officer or employee of McLean County unless the position has been created as an office by the McLean County Board.



Section 4-2. The Ethics Advisor shall provide guidance to the officers and employees of McLean County concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such duties as may be delegated by the County Board.

## ARTICLE 5

### ETHICS COMMISSION

Section 5-1. There is hereby created a commission to be known as the Ethics Commission of McLean County. The Commission shall be comprised of three members appointed by the Chairman of the County Board with the advice and consent of the County Board. No person shall be appointed as a member of the Commission who is related, either by blood or marriage up to the degree of first cousin, to any elected officer of McLean County. No more than two members of the Commission shall belong to the same political party at the time such appointments are made. Party affiliation shall be determined by affidavit of the persons appointed.

Section 5-2. At the first meeting of the Commission, the initial appointees shall draw lots to determine their initial terms. Two commissioners shall serve 2-year terms, and the third commissioner shall serve a 1-year term. Thereafter, all commissioners shall be appointed to 2-year terms. Commissioners may be re-appointed to serve subsequent terms.

At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any two commissioners. A quorum shall consist of two commissioners, an official action by the commission shall require the affirmative vote of two members.

Section 5-3. The Chairman of the County Board, with the advice and consent of the County Board, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 5-4. The Commission shall have the following powers and duties:

- (1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.

- (2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Article 6 of this Ordinance and refer violations of Article 2 or Article 3 of this Ordinance to the McLean County State's Attorney. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.
- (3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of the Ordinance.
- (4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of McLean County to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with any request by the Commission shall constitute grounds for discipline or discharge where provided by law.
- (5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 5-5.

- (a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.
- (b) Within three (3) business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within three (3) business days after receipt by the Commission. The notices to the respondent and the complaint shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

- (c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within seven (7) business days after receiving the complaint.

If the complaint is deemed sufficient to allege a violation of Article 3 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the McLean County State's Attorney to consider prosecution of such actions. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

If the complaint is deemed sufficient to allege a violation of Article 2 of this Ordinance, then the Commission shall notify in writing the McLean County State's Attorney to consider prosecution of such actions and shall transmit to the McLean County State's Attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

- (d) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.

- (e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline up to and including discharge of the alleged violator to the County Board Chairman or other officer having authority to discipline the officer or employee or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.
- (f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within seven (7) business days of the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within seven (7) days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and the Chairman of the County Board or other officer having authority to discipline the officer or employee or impose a fine upon the violator, or both.
- (g) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within seven (7) days preceding that election. The Commission shall render such decision before the date of that election, if possible.
- (h) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

## **ARTICLE 6**

### **PENALTIES**

- (a) A person is guilty of a Class A misdemeanor if that person intentionally violates any provision of Article 2 of this Ordinance.

- (b) A person who intentionally violates any provision of Article 3 of this Ordinance is guilty of a business offense.
- (c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the Ethics Commission of McLean County, to the State's Attorney or any other law enforcement official is guilty of a Class A misdemeanor.
- (d) A violation of Article 2 of this Ordinance may be prosecuted as a criminal offense by the McLean County State's Attorney by filing in the Circuit Court an information, or sworn complaint, charging such offense: The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.
- (e) A violation of Article 3 of this Ordinance may be prosecuted as a business offense by the McLean County State's Attorney, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.
- (f) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 2 or Article 3 of this Ordinance is subject to discipline or discharge where provided by law.

## **ARTICLE 7**

### **REPEAL**

The McLean County Gift Ban Ordinance that was enacted on June 15, 1999 and amended on October 15, 2002 is hereby repealed.

## **ARTICLE 8**

### **EFFECTIVE DATE**

This Ordinance shall be in effect this 18th day of May, 2004.

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney, Chairman  
McLean County Board



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

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**Information Services Status Report  
May 11, 2004**

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

Following is a brief summary of issues addressed by Information Services since my last report in January.

**General Administration:**

Investigating Industrial Speed Printing capability  
Participated in Compact Business partnership with 6<sup>th</sup> graders at Gridley.  
Investigating storage solutions on behalf of the Recorder's office  
Negotiated and submitted contract with Devnet.  
Submitted NACO web survey.  
Prepared Internet policy.  
Investigated Windows financial upgrade pricing (New World Systems)

**Hardware/Network**

Began implementation of Windows 2003 project.  
Began transfer of Metcom to Windows 2003 Exchange Server.  
Addressed software conflicts due to 2003 upgrade  
Implemented patch management to all County servers  
Ordered new T1 lines.

**Programming/Database/Web**

Provided on-site support to Tazewell County.  
Installed e-pay for tax payment support.


Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Services



PEGGY ANN MILTON  
COUNTY CLERK  
(309) 888-5190  
Fax (309) 888-5932  
Tax Extension (309) 888-5187  
Voter's Registration (309) 888-5186  
104 W. Front Room 704 Bloomington, IL 61701  
E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: April 28, 2004  
TO: Honorable Michael Sweeney, Chairman, McLean County Board  
FROM: Katie Flynn, Tax Administrator   
RE: Semi-Annual Financial Reports

Please be advised that the July 1, 2003 through December 31, 2003 Semi-Annual Financial Reports are on file in the McLean County Clerk's office for the following McLean County Departments:

- Circuit Clerk
- Clerk
- Coroner
- Sheriff

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik

*"We look forward to serving you."*



**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2004  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Coroner's Office 0031**

**WHEREAS**, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

**WHEREAS**, the Coroner's Office has received \$1,236.21 from the Death Certificate Surcharge Fund; and,

**WHEREAS**, 410 *ILCS* 535/25.5 creates the Death Certificate Surcharge Fund and provides that funds may be used to purchase equipment for the Coroner's Office; and,

**WHEREAS**, the said funds need to be expended prior to June 30, 2004; and,

**WHEREAS**, the Justice Committee, at its meeting on Monday, May 3, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the Death Certificate Surcharge Funds; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Death Certificate Surcharge Fund 0001-0031-0038-0407.0097	\$ 0.00	\$ 1,236.21	\$ 1,236.21

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

Medical/Nursing Supplies 0001-0031-0038-0622.0001	\$ 0.00	\$ 1,236.21	\$ 1,236.21
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(2)

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

**ADOPTED** by the County Board of McLean County this 18<sup>th</sup> day of May, 2004.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

e:john/cobd/ea\_coroner\_surcharge.may04

An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2004  
 Combined Annual Appropriation and Budget Ordinance  
 McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, pursuant to the approval of the McLean County Board, the McBarnes Building was declared surplus property and sold on October 30, 2003 by sealed bid/auction sale to the highest bidder for \$400,000.00; and,

WHEREAS, the sale of the McBarnes Building to the highest bidder was closed on March 1, 2004; and,

WHEREAS, the County received lease payments from the tenants in the McBarnes Building and the County incurred expenses for the maintenance and operations of the McBarnes Building in January and February, 2004; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, May 6, 2004 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance to recognize the revenues and expenditures incurred during fiscal 2004 to maintain and operate the McBarnes Building; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add the following revenue line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0400.0000 Unappropriated Fund Balance	\$0.00	\$1174.63	\$1174.63
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0450.0003 Capital Lease Payment /United Way	\$0.00	\$ 866.50	\$ 866.50
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0450.0022 Utilities Reimbursement	\$0.00	\$5288.75	\$5288.75
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0450.0023 Capital Lease Payment/PATH	\$0.00	\$1014.16	\$1014.16
TOTAL:	\$0.00	<u>\$8344.04</u>	<u>\$8344.04</u>

(2)

- (2) That the County Auditor is hereby directed to add the following expenditure line-item account appropriations to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0709.0001 Garbage Disposal Service	\$0.00	\$ 191.90	\$ 191.90
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0750.0001 Equipment Maintenance Contract	\$0.00	\$ 66.73	\$ 66.73
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0795.0001 Electric Service	\$0.00	\$3411.25	\$3411.25
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0795.0002 Gas Service	\$0.00	\$4303.93	\$4303.93
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0795.0003 Telephone Service	\$0.00	\$ 237.11	\$ 237.11
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0795.0004 Water Service	<u>\$0.00</u>	<u>\$ 133.12</u>	<u>\$ 133.12</u>
TOTAL:	\$0.00	<u>\$8344.04</u>	<u>\$8344.04</u>

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 18th day of May, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board



McLean County

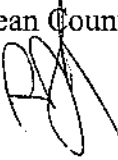
Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

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## Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: April 29, 2004

Re: Amendment to the Department's FY04 Vector Control Grant for West Nile Virus.

Please find attached a budget amendment to grant fund 0107 for the department's FY04 (July 1, 2003 through June 30, 2004) West Nile virus vector control grant. The increase to the County's calendar year 2004 budget is \$19,055 and will be used to offset a portion of an intern working within the Environmental Health Division during June, purchase of larvicide to be used by various governmental entities within the county, and a public information and marketing effort to encourage self-protection among the citizenry. No FTE amendment is forthcoming since the intern position is already present within the department's overall budget and only a portion will be utilized within grant fund 0107.

A portion of this grant was amended into the County's calendar year 2003 budget. At the time of the preparation of the 2004 budget, this grant was not in place. The increase to the 2004 budget includes the second distribution of funds appropriated through SB361 (\$8,911) as well as the portion of the overall grant from state fiscal year 04 funds allocated to the period January 1, 2004 through June 30, 2004.

Budget Amendment Narrative  
Grant Fund 0107  
West Nile Virus Vector Control Grant

On April 16, 2004, the Illinois Department of Public Health notified the department of its second allocation for FY04 from the Emergency Public Health Fund. The accompanying \$19,055 budget amendment to grant fund 0107 for the department's FY04 (July 1, 2003 through June 30, 2004) appropriates the additional resources from the West Nile virus vector control grant for the County's calendar year 2004 budget. The total grant was increased from \$13,504.83 to \$22, 415.56. \$10,144 of the increase reflects that portion of the overall grant not expended during calendar year 2003. The additional \$8,911, the amount of the actual increase, will be used to offset a portion of an intern working within the Environmental Health Division during June, distribution of selected environmental health management staff, purchase of larvicide this spring to be used by various governmental entities within the county, and a public information and marketing effort to encourage self-protection among the citizenry. No FTE amendment is forthcoming since the intern position is already present within the department's overall budget and the time will be allocated to grant fund 0107 during the month of June as well as covering the cost of selected environmental health management staff overseeing the program.

An Ordinance of the McLean County Board  
Amending the 2004 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 Infectious Disease program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0084 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, by \$19,055 from \$0 to \$19,055.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full-time Employee	\$ 0	\$ 2,315	\$ 2,315
0516-0001	Intern	\$ 0	\$ 1,300	\$ 1,300
0599-0001	County IMRF	\$ 0	\$ 150	\$ 150
0599-0002	Employee Medical	\$ 0	\$ 140	\$ 140
0599-0003	Social Security Contrib.	\$ 0	\$ 275	\$ 275
0612-0003	Educational Supplies	\$ 0	\$ 2,000	\$ 2,000
0621-0001	Operational Supplies	\$ 0	\$ 500	\$ 500
0701-0001	Advertising/Legal Notices	\$ 0	\$ 4,000	\$ 4,000
0706-0001	Contract Services	\$ 0	\$ 8,075	\$ 8,075
0793-0001	Travel	\$ 0	\$ 300	\$ 300
TOTALS:		\$ 0	\$ 19,055	\$ 19,055

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

\_\_\_\_\_  
Michael F. Sweeney Chairman of the  
McLean County Board

**AN ORDINANCE OF THE McLEAN COUNTY BOARD  
ESTABLISHING THE ANNUAL SALARY  
OF THE CIRCUIT CLERK, CORONER, COUNTY AUDITOR, AND RECORDER**

**WHEREAS**, pursuant to 50 ILCS 145/2, the McLean County Board must set the annual salary of the Sheriff, County Treasurer, and the County Clerk at least 180 days before the beginning of their terms of office; and

**WHEREAS**, after a thorough review of those County Officials whose salaries can be fixed by the County Board, the Finance Committee, at its regular meeting on Tuesday, May 4, 2004, recommended to the Executive Committee approval of the following salaries for said County Officials; and,

**WHEREAS**, the Executive Committee, at its regular meeting on Tuesday, May 11, 2004, recommended approval of the following salaries for said County Officials; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the annual salary for the Circuit Clerk shall be follows:

a)	January 1 - December 31, 2005	\$71,431
	January 1 - December 31, 2006	\$74,289
	January 1 - December 31, 2007	\$77,260
	January 1 - December 31, 2008	\$80,351

2. That the annual salary for the Coroner shall be follows:

a)	January 1 - December 31, 2005	\$68,030
	January 1 - December 31, 2006	\$70,751
	January 1 - December 31, 2007	\$73,581
	January 1 - December 31, 2008	\$76,524

3. That the annual salary for the County Auditor shall be follows:

a)	January 1 - December 31, 2005	\$68,030
	January 1 - December 31, 2006	\$70,751
	January 1 - December 31, 2007	\$73,581
	January 1 - December 31, 2008	\$76,524



(2)

4. That the annual salary for the Recorder shall be follows:

a)	January 1 - December 31, 2005	\$68,030
	January 1 - December 31, 2006	\$70,751
	January 1 - December 31, 2007	\$73,581
	January 1 - December 31, 2008	\$76,524

For purposes of computing the salaries of the above Elected Officials:

1. The annual salaries stated above shall be divided by 26 to determine the biweekly salary.
2. Regardless of the days actually worked, pay shall be based upon the 10 week days (Monday through Friday) of each biweekly period if a proration of salary is necessitated by election, resignation, death, or any other reason which results in the elected official no longer holding the office to which he/she was elected.

**BE IT FURTHER ORDAINED** this 18<sup>th</sup> day of May, 2004, the salaries as set forth above are hereby established for these Elected Officials. Any salary not set shall be as provided by Statute.

**BE IT FURTHER ORDAINED** that any and all Ordinances previously adopted, which set the salaries for the aforementioned Officials, are hereby rescinded to the extent such Ordinances conflict with this Ordinance. The articles, provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

**ADOPTED** by the County Board of McLean County, Illinois this 18th day of May, 2004.

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney, Chairman  
McLean County Board

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**McLean County  
Elected Officials Salaries 2005-2008**

Office	Term Expires	Salary 2002	Salary 2003	% Increase	Salary 2004	% Increase	Salary 2005	% Increase	Salary 2006	% Increase	Salary 2007	% Increase	Salary 2008	% Increase
Sheriff	2006	\$ 68,130	\$ 70,855	4.00%	\$ 73,690	4.00%	\$ 76,638	4.00%	\$ 79,703	4.00%				
Treasurer	2006	\$ 63,502	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%				
Clerk	2006	\$ 63,502	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%				
Circuit Clerk	2008	\$ 63,502	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%	\$ 77,260	4.00%	\$ 80,351	4.00%
Coroner	2008	\$ 60,245	\$ 62,806	4.25%	\$ 65,413	4.15%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%
Auditor	2008	\$ 60,478	\$ 62,897	4.00%	\$ 65,413	4.00%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%
Recorder	2008	\$ 57,551	\$ 61,868	7.50%	\$ 65,413	5.73%	\$ 68,030	4.00%	\$ 70,751	4.00%	\$ 73,581	4.00%	\$ 76,524	4.00%
Board Chair	2006-2008	\$ 8,500	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	0.00%
Exec. Comm.	2006-2008	\$ 5,000	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	0.00%
Bd. Member	2006-2008	\$ 4,000	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	0.00%

**NINE COUNTY SALARY COMPARISON  
ELECTED OFFICIALS 2004**

Title	Sheriff		Treasurer		Clerk		Circuit Clerk		Coroner		Auditor		Recorder	
	Population (Rank)	5	2	2	3	3	3	3	3	3	2	2	3	3
<b>McLean</b>	<b>150,433 (4)</b>	<b>\$ 73,690</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 68,684</b>	<b>\$ 65,413</b>	<b>\$ 65,413</b>	<b>\$ 65,413</b>	<b>\$ 65,413</b>	<b>\$ 65,413</b>
Champaign	179,669 (3)	\$ 77,250	\$ 61,800	\$ 61,800	\$ 61,800	\$ 53,060	\$ 53,060	\$ 53,060	\$ 53,060	\$ 50,938	\$ 50,938	\$ 50,938	\$ 50,938	\$ 50,938
Kankakee	103,833 (9)	\$ 66,946	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846	\$ 48,846
LaSalle	111,509 (8)	\$ 57,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500
Macon	114,706 (7)	\$ 66,507	\$ 58,295	\$ 58,295	\$ 56,324	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447	\$ 62,447
Peoria	183,433 (2)	\$ 85,228	\$ 70,840	\$ 70,840	\$ 70,840	\$ 70,160	\$ 70,160	\$ 70,160	\$ 70,160	\$ 70,160	\$ 61,373	\$ 61,373	\$ 61,373	\$ 61,373
Rock Island	149,374 (5)	\$ 77,250	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564	\$ 65,564
Sangamon	188,951 (1)	\$ 83,000	\$ 68,000	\$ 68,000	\$ 70,200	\$ 74,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 65,200	\$ 65,200	\$ 65,200	\$ 65,200	\$ 67,800
Tazewell	128,485 (6)	\$ 65,975	\$ 48,777	\$ 48,777	\$ 48,777	\$ 46,655	\$ 46,655	\$ 46,655	\$ 42,563	\$ 44,814	\$ 44,814	\$ 44,814	\$ 42,563	\$ 42,563

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE RENT PAYABLE UNDER A LEASE AGREEMENT TO BE ENTERED INTO BY AND BETWEEN THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, AS LESSOR, AND THE COUNTY OF McLEAN, ILLINOS, AND THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, AS LESSEES**

**WHEREAS**, the Public Building Commission of McLean County, Illinois (the "Commission"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

**WHEREAS**, it is now hereby determined that it is necessary and in the best interests of the County of McLean, Illinois (the "County"), that the Commission acquire and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "Project"), and that the project be leased by the Commission to the County and the City of Bloomington, McLean County, Illinois (the "City"), in accordance with the terms of the Act; and

**WHEREAS**, the Commission has heretofore selected, located and designed an area described and set forth in the Lease (the "Site"), lying wholly within the City, the same being the County Seat of the County, as the site for the Project; and

**WHEREAS**, it has heretofore been determined as is now hereby determined that it is necessary and in the best interests of the County that the Project be provided and that the Site therefore be and is hereby approved; and

**WHEREAS**, the County, the City, and the Commission propose to enter into a Lease Agreement (the "Lease"), a copy of which is attached hereto as *Exhibit A*, providing for the payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

**WHEREAS**, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as when it becomes due and payable; and

**WHEREAS**, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "PBC Hearing") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

**WHEREAS**, notice of the PUBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in The Pantagraph, the same being a newspaper published in the County, and

**WHEREAS**, the PBC Hearing was held on the 16<sup>th</sup> day of October 2001, and the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

**WHEREAS**, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the County Board") adopted an ordinance calling a public hearing (the "BINA Hearing") for the 16<sup>th</sup> day of October, 2001, concerning the intent of the County Board to enter into the Lease, and

**WHEREAS**, notice of the BINA Hearing was given by (i) publication at least once not less than seven (7) and not more than thirty (30) days before the date of the BINA Hearing The Pantagraph, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the Hearing was held at the principal office of the County Board; and

**WHEREAS**, the BINA Hearing was held on the 16<sup>th</sup> day of October 2001, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

**WHEREAS**, the BINA Hearing was finally adjourned on the 16<sup>th</sup> day of October, 2001:

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

**Section 1. INCORPORATION OF PREAMBLES.** The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true, and correct and does incorporate them into this Ordinance by this reference.

**Section 2. TAX LEVY.** For the purpose of paying the annual rent payable under the Lease, the County previously approved and levied a direct annual tax upon all the taxable property in the County; to wit:

<b>TAX LEVY YEAR</b>	<b>A TAX SUFFICIENT TO PRODUCE THE SUM OF</b>
2003 and each year thereafter through and including 2020	\$919,685.00

**Section 3. ABATEMENT OF TAX LEVY.** For the purpose of allocating the County's share of the annual rent payable under the Lease, there shall be and there is hereby adopted an abatement in the amount of \$626,592.00 of the direct annual tax upon all the taxable property in the County, to wit:

<b>TAX LEVY YEAR</b>	<b>ABATEMENT OF TAX LEVY</b>	<b>A TAX SUFFICIENT TO PRODUCE THE SUM OF</b>
2003 and each year thereafter through and including 2020	\$626,592.00	\$293,093.00

**Section 4. FILING OF ORDINANCE.** The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2001 to 2020, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease, and it shall be the duty of the County Clerk annually during the term of the Lease to extend said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

**Section 5. APPROVAL OF THE LEASE.** The Lease and all the terms and provisions thereof are hereby ratified, confirmed, and approved and the execution thereof by the Chairman of the County Board (the "Chairman") and the County Clerk is hereby ratified, confirmed, and approved. Title to the Site shall be as provided in the Lease. The County hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "Bonds").

**Section 6. ALLOCATION OF BENEFITS.** Both the County and the City will receive benefits from issue of the Bonds and in particular from the series in the principal amount of \$10,000,000 designated the "Series 2001 Bonds," and the County and the City have irrevocably agreed that \$5,000,000 of the Series 2001 Bonds shall be allocated to the City for purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "Code"). It is hereby found and determined that such allocation bears a

reasonable relationship to the respective benefits received by the County and the City from the issue of the Series 2001 Bond and that only \$5,000,000 of the Series 2001 Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County. The balance of the Bonds in the principal amount of \$1,000,000 are being issued on a taxable basis and as such do not require an allocation of benefits.

**Section 7. CONTINUING DISCLOSURE UNDERTAKING.** The Chairman is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the Officers, employees authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of the Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

**Section 8. SEVERABILITY.** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 9. REPEALER AND EFFECTIVE DATE.** All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted May 18, 2004.

Approved:

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Michael F. Sweeney, Chairman  
McLean County Board

Attested:

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

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## LEASE

THIS AGREEMENT made this 20<sup>th</sup> day of November, 2001, between the Public Building Commission of McLean County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "County"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "City"), as Lessees.

### WITNESSETH:

WHEREAS, the Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the county seat of the County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, the Board of Commissioners of the Commission by proper resolution adopted on the 4<sup>th</sup> day of September, 2001, did select, locate and designate the hereinafter described area, with the improvements thereon, lying wholly within the territorial limits of the City, as a site (the "Site") to be acquired by the Commission for the purposes of renovating the building thereon (the "Building"), and leasing the Site and the Building to Lessees for their use in carrying out certain of their essential governmental functions; and

WHEREAS, the Site was also duly approved by the three-fourths vote of the members of the City Council of the City, being the county seat of the County, by action taken by said City Council on the 25<sup>th</sup> day of September, 2001, and was also approved by a majority of the members of the County Board of the County by action taken by said County Board on the 18<sup>th</sup> day of September, 2001; and



WHEREAS, the Building, known as the Champion Federal Building, is a four story office building located on the Site, with a finished basement and is presently vacant except that the 3<sup>rd</sup> floor and a portion of the basement are leased to National City Bank of Michigan/Illinois and both of the Lessees are in need of office space with related parking in order to provide and fulfill those functions, facilities and services which are required of each of them in administering essential governmental services in and for the County and the City; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.  
EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;  
Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036

and

WHEREAS, the Commission presently owns the premises commonly known as the Abraham Lincoln Parking Garage (the "Parking Site") which are more particularly described as follows:

TRACT NO. 1

Lot 1 in Block 76 in Central Bloomington Subdivision to the City of Bloomington according to the Plat thereof recorded February 21, 1975 as Document No. 75-1408; and

TRACT NO. 2

All that part of vacated Grove Street lying immediately North of Tract 1 described above and South of property legally described as Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington; and

TRACT NO. 3

Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington, McLean County, Illinois.

which are presently improved with a two (2) story parking deck and which are subject to an Intergovernmental Agreement between the Commission, the County and the City pursuant to which the City operates and manages the Parking Site for the Commission; and

WHEREAS, the City has requested the Commission to add two levels, (the "New Decks") to the existing parking decks on the Parking Site in order to fulfill the need for additional parking for its citizens; and

WHEREAS, fee simple title to the Site is now in the Commission; and

WHEREAS, the Commission agrees to make certain renovations in the Building to provide additional space for County and City offices which are presently located in overcrowded facilities, and to provide these renovated facilities with the furnishings necessary to use the space for the purposes intended, and further to construct the new Decks on the Parking Site and, to pay all architect and engineering fees and fees for legal services to the end that the renovations to the Building and the New Decks as so

completed will be suitable for use as additional public facilities by the County and the City to assist each entity in furnishing and providing those functions, facilities and services incident to the business of the County and the City which must be provided in the administration of essential governmental services in and for the County and the City and which are required of County and City government; and

WHEREAS, the renovations to the Building and the construction of the New Decks (hereinafter referred to as the "Project") shall be undertaken by the Commission in accordance with plans and specifications prepared for such purposes by the firm of Young Architects, architects in Bloomington, Illinois, copies of which plans and specifications, including modifications thereof and supplements thereto will be filed in the office of the Secretary of the Commission and are hereby made a part of this Lease by reference; and

WHEREAS, the total cost of acquiring the Site, renovating the Building and constructing the New Decks, including architectural, engineering, legal and financing costs, is estimated to be \$11,000,000, which sum is to be provided by the Commission by the sale of revenue bonds to be issued and sold pursuant to the terms and conditions of the Act (the "Bonds"); and

WHEREAS, in order to provide the necessary revenues for the payment of the Bonds and all interest that may accrue thereon and the payment of costs of administration, as hereinafter provided, it is necessary for, and the parties desire to, enter into a Lease Agreement whereby the Commission will lease to Lessees the Site, the Building as renovated in accordance with the plans and specifications therefor hereinabove referred to and the New Decks, all for use by the Lessees to provide additional space for the conduct of their governmental functions, during the term and upon the rentals hereinafter set forth:

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

#### **SECTION I – FINANCING AND CONSTRUCTION OF PROJECT**

To carry out construction of the Project and the financing thereof in accordance with the provisions of the Act, the following action will be taken by the Commission:

A) The Commission shall, with reasonable promptness, upon the execution of this Lease and pursuant to the provisions of Section 15 of the Act, provide for the authorization, sale, execution and delivery by it of the Bonds in the principal amount of \$11,000,000 to be designated "Public Building Revenue Bonds," for the purpose of paying the cost of construction of the Project, pursuant to the provisions of the resolution to be hereafter adopted by the Commission authorizing and providing for the issue of the Bonds (the "Bond Resolution"), the provisions of which are made a part hereof by reference.

B) The Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

C) The Commission shall also, as soon as practicable, enter into and execute such contract or contracts as may be required for the renovations of the Building on the Site and for erecting the New Decks on the Parking Site in accordance with the Act, the Bond Resolution and the said plans and specifications.

D) The Commission shall require and procure from the contractor or contractors undertaking the construction of any part of the Project, in addition to any other bonds which may be required under the terms of the Act and other applicable laws of the State of Illinois, performance and payment bond or bonds payable to the Commission, with a corporate surety authorized to do business under the laws of the State of Illinois, in such form as may be approved by the Commission and to be in an amount not less than the amount of the particular contract or contracts, such bond or bonds to be conditioned upon the performance of said contract or contracts and the payment of all subcontractors, and all material men, and all as may be provided for by the Bond Resolution.

E) The Commission shall require and procure from all contractors undertaking the construction of any part of the Project sworn statements in compliance with the Mechanics' Lien Law of Illinois, together with waivers of all liens or rights of lien for labor and materials furnished by it or them in the construction of the Project and shall further procure from the said contractor or contractors all material and equipment guarantees as may be required by the specifications of the Project.

F) If the amount of the Bond proceeds set aside and made available under the terms of the Bond Resolution for the payment of the cost of the Project (exclusive of the amount required to pay interest accruing on the Bonds during the period of construction), should be in excess of the cost of the Project, the Commission will deposit such excess in the account so designated by the Bond Resolution.

G) If the Commission by resolution determines that sufficient funds are not and will not be available to complete the construction of the Project, or any part thereof, and that in order to provide additional funds for such purpose it will be necessary to issue additional bonds consistent with the provisions of the Bond Resolution, and either of the Lessees refuses or fails to enter into a supplemental lease providing for the increase of the annual rental payments provided for herein by an amount sufficient to amortize the principal and interest requirement of said additional bonds, then the Commission shall cause the Project to be completed with such modifications and eliminations as may be required by such lack of funds; provided, however, that the terms and conditions of this Lease, including the annual rental payments hereunder, shall remain in full force and without any diminution thereof.

H) If, in the judgment of the Commission, practical consideration during the period of constructing the Project require minor changes in said plans and specifications, the Commission may make such changes.

I) The Commission will use its best efforts to complete the Project at the earliest possible date and to tender from time to time partial possession of space in the Building and will use its best efforts to complete the Project not later than November 30<sup>th</sup>, 2002; failure, however, to deliver possession by such date or the fact that the Building shall become untenable for any reason whatsoever at any time during the term of this Lease shall not relieve the Lessees of their obligation to pay the fixed annual rentals provided for herein. Determination of the dates on which the Lessees may assume possession shall be within the sole judgment of the Commission and written notice of such dates shall be served on the County and the City at least thirty (30) days prior thereto. It shall be the responsibility of the Commission prior to possession by the Lessees to clean the premises thoroughly.

## SECTION II – LEASE OF SITE AND PARKING SITE

A) In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County and the City, the Commission does hereby lease and demise to the Lessees the Site and Parking Site together with the structures thereon and the improvements and additions as herein provided for, and including the Project (the "demised premises"), for a term of twenty years commencing December 1<sup>st</sup>, 2001, and ending November 30<sup>th</sup>, 2021.

B) The Lessees do each covenant and agree, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

The County - The sum of \$293,093 for the year 2002 and for each year thereafter from 2003 to 2021, inclusive,

The City - The sum of \$626,592 for the year 2002 and for each year thereafter from 2003 to 2021, inclusive.

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

C) Lessees, in their individual sole discretion, may pay in advance any portion of their annual rentals, in which event the Commission shall credit the County or the City, as the case may be, with such advance payment or payments and all advance payments so made shall be held in the Revenue Fund established by the Bond Resolution and invested and applied to the rental payments for the year or years for which the advance payment or payments was or were made, all in accordance with the terms of this Lease and the provisions contained in the Bond Resolution.

D) Upon the execution of this Lease, Lessees shall each provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the total annual rents payable under this Lease, as and when such rents become due and payable, and shall immediately thereafter file in the office of the County Clerk of the County, as tax extension officer of the County, a copy of this Lease as executed by the parties hereto, certified to by the Clerk of the County Board of the County (the "Board"), and the City Clerk of the City, together with a copy of said ordinance as adopted levying

taxes for the payment of all annual rents payable under the terms of this Lease, such ordinances to be certified to by the respective Clerks, which certified copies shall constitute the authority for the County Clerk of the County, as tax extension officer of the County, to extend for collection the taxes annually necessary to pay the annual rentals payable by the Lessees under the terms of this Lease as and when such rentals become due and payable, such taxes to be in addition to and in excess of all other taxes now or thereafter authorized to be levied by the County and the City. The funds realized by the Lessees from such tax levies shall not be disbursed for any purpose other than the payment of the rentals reserved in this Lease.

**SECTION III – OPERATION AND MAINTENANCE OF THE COUNTY/CITY BUILDING  
AND PARKING GARAGE**

A) The County and the City shall be solely responsible for the maintenance, operation, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at their expense and without right of reimbursement from the Commission therefor. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air conditioning, janitor, care taking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, and to the extent permitted by the Bond Resolution, use any surplus funds to assist the County and the City in performing these operation and maintenance functions.

B) Lessees shall, each year during the term of this Lease, include in their annual budget, and thereafter make provision in the annual levy of taxes to the extent permitted by law for all amounts necessary for the payment of all expenses incident to the preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended. In the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary for it to comply with the requirements of



Paragraph "A" of this Section III, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall agree to pay additional lease rental payments to the Commission therefor.

C) The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County or City business in their use of the demised premises.

#### SECTION IV – USE OF BUILDING

A) Prior to the time of taking actual possession of all or any part of the demised premises, the Lessees shall have access at all reasonable times, for the purpose of planning and installing furnishings and equipment.

B) The cost of moving into the demised premises shall be at the sole expense of the County and the City. The Lessees shall direct and supervise their respective moves into the demised premises; and they shall be responsible for all security and maintenance of the demised premises during the moving operations. The Lessees shall provide such moving equipment as the Commission may reasonably request and shall be responsible to the Commission for any damage or defacement of the demised premises caused by their workmen or agents during such moving. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the Lessees and the delivery to either of them in the demised premise of all supplies, equipment, materials or the like, shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be mutually agreed upon between the parties hereto.

C) The Lessees may install in the space occupied by them in accordance with the terms of this Lease, such portable equipment, fixtures or furniture as they may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the Building without the written consent of the Commission.

Neither the County nor the City shall place a load upon any floor of the Building exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D) The Lessees each covenant and agree that they will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City or of the County, now or hereafter in force and applicable thereto. Lessees do each further covenant and agree that they shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or non-use of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the Lessees, their respective agents, servants, or employees. The County and the City each further covenant and agree that they will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the Lessees shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County or the City, as the case may be, agrees to promptly reimburse the Commission therefor.

E) The leasehold rights, duties and obligations of the Lessees as specified in this Lease shall not be assigned in whole or in part during the term of this Lease, or while any of the Bonds are outstanding and unpaid, except that the County and the City may sublease all or any part of the space leased by it if the Commission agrees to such sublease and if such sublease is permitted by law and if such sublease would not cause the interest on the federally tax-exempt Bonds to be subject to federal income taxation; provided, however, that in the event of any such sublease of all or any part of

such space, there shall be no reduction of the rental payments required to be made to the Commission by the County and the City pursuant to Section IIB) of this Lease. The Commission further agrees that upon the receipt of a request by the County or the City to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

#### SECTION V -- NET LEASE -- NONCANCELLABLE

This lease shall be deemed and construed to be a net lease, noncancellable by either the County or the City during the term hereof, and the Lessees each agree that they are jointly and severally obligated to pay to the Commission absolutely net through the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

- (i) the failure, from whatsoever cause to complete the Project or the failure from whatsoever cause of the Project to comply in any respect or respects with said plans and specifications;
- (ii) the failure to complete the Project at or before the beginning of the term of this Lease;
- (iii) any damage to or destruction of the demised premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the demised premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the demised premises or the quality, character or condition of the demised premises, or any part thereof, including buildings, improvements, and equipment thereof or therein, or otherwise);
- (iv) any failure of or any defect in the Commission's title to the demised premises whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the demised premises or any part thereof;
- (v) any failure in whole or in part of the Commission to perform all or any of its other obligations, express or implied, to or for the benefit of the County or the City,

whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the parties.

#### SECTION VI -- INSURANCE

A) The Lessees shall carry or cause to be carried property insurance in the name of the Commission on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of the structures situated on the Site and the Parking Site, including the equipment therein. The full insurable value is hereby defined to mean the actual replacement costs necessary to restore the demised premises to their functional use and service by and for the County and the City prior to a loss. The actual replacement costs shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County and the City.

Where a loss renders any of the improvements on the Site or the Parking Site unsafe or unuseable, the Commission reserves the right to receive the proceeds of insurance payable by reason of such loss. The Commission shall apply the proceeds of any such insurance it receives (but only to extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the structures situated on the Site and the Parking Site, to its former condition, or in such manner as will, in the opinion of an independent architect, enable said structures as so repaired and restored to provide such use and service by and for the County and the City as was provided prior to such loss. However, there shall be no abatement of the annual rentals required to be paid by Lessees under the terms of this Lease during the process of such replacement, restoration or repairs or until provision has been made for the payment of all the principal and interest requirements to maturity of the Bonds then outstanding. The proceeds of any insurance received in case of damage to or destruction of any part of such structures and not applied within eighteen months after their receipt by the Commission to repairing, replacing or restoring the damaged or destroyed portion of said structures (unless prevented from so doing by

circumstances beyond the control of the Commission) shall be credited to the account designated by the Bond Resolution and be used as therein provided.

Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the contractor, his or its subcontractors, the architect, engineers, and the Commission, the County and the City and the members of their respective governing bodies, board members, officers, agents and employees.

B) The Lessees shall carry or cause to be carried general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and \$500,000 for property damage insuring against loss on account of bodily injury, death, or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in, or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure, the Site or the Parking Site constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers, and employees, in connection with the renovations, construction, reconstruction, maintenance, operation, use and repair of such demised premises or the furnishing of any service to the County or the City.

C) The Lessees will carry such insurance as they deem appropriate on furniture, furnishings, fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the Lessees under the provisions of this Lease and the Commission shall have no obligation to repair any damage to any of the foregoing items resulting from fire or other casualty.

D) All policies of insurance required by this Section VI shall name as additional insureds thereunder the Commission, the County and the City as their interests may appear.

#### SECTION VII -- MISCELLANEOUS

A) This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, and shall also inure to the benefit of the holders of any of the Bonds to be issued by the Commission referred to herein, as their interests may appear.

B) All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

The Commission will maintain and keep proper books of record and accounts separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will make such books, records, accounts and audit available for inspection by the Lessees at all reasonable times.

C) No portion of the funds paid by the Lessees to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease. Neither the County, the City nor the Commission shall take any action or shall fail to take any action that would cause the interest on the federally tax exempt Bonds to be subject to federal income taxation.

D) Any notice or any demand required or permitted by this Lease shall be served in the following manner:

- 1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the respective Clerk of the County or the City or to the Chairman of the County Board of the County if the County is being served or to the Mayor of the City if the City is being served; or
- 2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the Clerk of the County or the City or to the Chairman of the County Board of the County or his successor, or to the Mayor of the City, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, the County or the City, as the case may be, at such address as the Commission, the County or the City may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Robert W. Rush, Chairman, or John Morel, Secretary (as the case may be), Public Building Commission of McLean County, Illinois, c/o County Clerk of McLean County, 104 W. Front Street, Bloomington, Illinois, 61701.

Peggy Ann Milton, County Clerk of McLean County,  
or

Michael F. Sweeney, Chairman of the County Board of McLean County, c/o County Clerk of McLean County, 104 W. Front Street, Bloomington, Illinois, 61701.

Tracey Covert, City Clerk of the City of Bloomington,  
or

Judy Markowitz, Mayor of the City of Bloomington, c/o City Clerk of the City of Bloomington, 109 E. Olive Street, Bloomington, Illinois, 61701.

E) The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$11,000,000. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

F) In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

G) This Lease and the rights of the County and the City hereunder are subject to the reservations and the covenants contained in the deed from the County

and the City to the Commission concurrently conveying to the Commission the Site on which a portion of the Project will be constructed, all as more particularly referred to and described in the preamble hereof.

H) This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

  
Secretary

By:   
Chairman



(AFFIX CORPORATE SEAL)

The County of McLean, Illinois

ATTEST:

Peggy Ann Milton  
County Clerk of McLean  
County, Illinois

By: Michael F. Sweeney  
Chairman, County Board  
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

City of Bloomington, McLean County, Illinois

ATTEST:

Dorey Covert  
City Clerk of the City of Bloomington

By: Joseph Hartley  
Mayor of the City of Bloomington

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF MCLEAN     )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Michael F. Sweeney and Peggy Ann Milton, personally known  
to me to be respectively the Chairman of the County Board of The County of McLean in  
the State of Illinois, and the Clerk of said County of McLean and personally known to  
me to be the same persons whose names are subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that as Chairman of the  
County Board of The County of McLean, in the State of Illinois, and as County Clerk of  
said County of McLean, Illinois, they signed and delivered the said instrument and  
caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and  
voluntary act, and as the free and voluntary act of The County of McLean, Illinois,  
pursuant to the authority and direction of the County Board of The County of McLean, in  
the State of Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of November, 2001.

Martha B. Ross  
Notary Public



(Notarial Seal)

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF MCLEAN     )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Robert W. Rush, Jr. and John L. Morel, personally known to  
me to be respectively the Chairman and the Secretary of the Board of Commissioners  
of the Public Building Commission of McLean County, Illinois, and personally known to  
me to be the same persons whose names are subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that as Chairman and  
Secretary of the Board of Commissioners of the Public Building Commission of McLean  
County, Illinois, they signed and delivered the said instrument and caused the seal of  
the Public Building Commission of McLean County, Illinois, to be thereto affixed as their  
free and voluntary act, and as the free and voluntary act of the Public Building  
Commission of McLean County, Illinois, pursuant to the authority and direction of the  
Board of Commissioners of the Public Building Commission of McLean County, Illinois,  
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day of November, 2001.

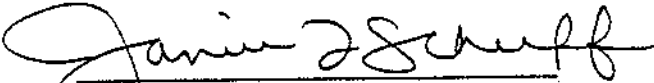
\_\_\_\_\_  
Notary Public

(Notarial Seal)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that Judy Markowitz and Tracey Covert, personally known to me to  
be respectively the Mayor and Clerk of the City of Bloomington, McLean County, Illinois,  
and personally known to me to be the same persons whose names are subscribed to  
the foregoing instrument, appeared before me this day in person and acknowledged  
that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they  
signed and delivered the said instrument and caused the seal of the City of  
Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary  
act, and as the free and voluntary act of the City of Bloomington, McLean County,  
Illinois, pursuant to the authority and direction of the City Council of the City of  
Bloomington, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of November, 2001.

  
\_\_\_\_\_  
Notary Public

(Notarial Seal)



**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE RENT PAYABLE UNDER A LEASE AGREEMENT TO BE ENTERED INTO BY AND BETWEEN THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, AS LESSOR, AND THE COUNTY OF McLEAN, ILLINOIS, AND THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, AS LESSEES**

**WHEREAS**, the Public Building Commission of McLean County, Illinois (the "Commission"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

**WHEREAS**, it is now hereby determined that it is necessary and in the best interests of the County of McLean, Illinois (the "County"), that the Commission acquired and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "Project"), and that the project be leased by the Commission to the County and the City of Bloomington, McLean County, Illinois (the "City"), in accordance with the terms of the Act; and

**WHEREAS**, the Commission has heretofore selected, located and designed an area described and set forth in the Lease (the "Site"), lying wholly within the City, the same being the County Seat of the County, as the site for the Project; and

**WHEREAS**, it has heretofore been determined as is now hereby determined that it is necessary and in the best interest of the County that the Project be provided and that the Site has therefore been and is hereby approved; and

**WHEREAS**, the County, the City and the Commission propose to enter into a Lease Agreement (the "Lease"), a copy of which is attached hereto as *Exhibit A*, providing for the payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

**WHEREAS**, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as when it becomes due and payable; and

**WHEREAS**, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "PBC Hearing") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of the general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

**WHEREAS**, notice of the PBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in The Pantagraph, the same being a newspaper published in the County; and

**WHEREAS**, the PBC Hearing was held on the 18<sup>th</sup> day of November, 2003, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

**WHEREAS**, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the "County Board") adopted an ordinance calling a public hearing (the "BINA Hearing") for the 18<sup>th</sup> day of November 2003, concerning the intent of the County Board to enter into the Lease; and

**WHEREAS**, the BINA Hearing was held on the 18<sup>th</sup> day of November, 2003, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

**WHEREAS**, the BINA Hearing was finally adjourned on the 18<sup>th</sup> day of November, 2003.

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

**Section 1. INCORPORATION OF PREAMBLES.** The County Board hereby finds that all of the recitals contained the preambles to this Ordinance are full, true, and corrected and does incorporate them into this Ordinance by this reference.

**Section 2. TAX LEVY.** For the purpose of paying the annual rent payable under the Lease the County previously approved and levied a direct annual tax upon all the taxable property in the County; to wit:

<b>TAX LEVY YEAR</b>	<b>A TAX SUFFICIENT TO PRODUCE THE SUM OF</b>
2003 and each year thereafter through and including 2021	\$229,000.00

**Section 3. ABATEMENT OF TAX LEVY.** For the purpose of allocating the County's share of the annual rent payable under the Lease, there shall be and there is hereby adopted an abatement in the amount of \$114,500.00 of the direct annual tax upon all the taxable property in the County, to wit:

TAX LEVY YEAR	ABATEMENT OF TAX LEVY	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2003 and each year thereafter through and including 2021	\$114,500.00	\$114,500.00

**Section 4. FILING OF ORDINANCE.** The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2003 to 2021, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for the reserved in the Lease, and it shall be the duty of the County Clerk annually during the term of the Lease to extend said taxes against all the taxable property reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

**Section 5. APPROVAL OF THE LEASE.** The Lease and all the terms and provisions thereof are hereby ratified, confirmed, and approved and the execution thereof by the Chairman of the County Board (the "Chairman") and the County Clerk is hereby ratified, confirmed, and approved. Title to the Site shall be as provided in the Lease. The county hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "Bonds").

**Section 6. ALLOCATION OF BENEFITS.** Both the county and the City will receive benefits from the issue of the Bonds and in particular from the series in the principal amount of \$2,600,000 designated as the "Series 2003 Bonds," and the County and the City have irrevocably agreed that \$1,300,000 of the Series 2003 Bonds shall be allocated to the County and \$1,300,000 of the Series 2003 Bonds shall be allocated to the City for the purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "Code"). It is hereby found and determined that such allocation bears a

reasonable relationship to the respective benefits received by the County and the City from the Issue of the Series 2003 Bonds and that only \$1,300,000 of the Series 2003 Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County.

**Section 7. CONTINUING DISCLOSURE UNDERTAKING.** The Chairman is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of the Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

**Section 8. SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 9. REPEALER AND EFFECTIVE DATE.** All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted May 18, 2004.

Approved:

Attested:

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

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

**An EMERGENCY APPROPRIATION Ordinance**  
**Amending the McLean County Fiscal Year 2004**  
**Combined Annual Appropriation and Budget Ordinance**  
**County General Fund 0001, County Recorder's Office 0006,**  
**And the County Recorder's Document Storage Fund 0137,**  
**County Recorder's Office 0006**

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, County Recorder's Office 0006, Legal Records Program 0008 and the County Recorder's Document Storage Fund 0137, County Recorder's Office 0006, Legal Records Program 0008; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, May 4, 2004, recommended approval of the proposed change in the Full-Time Equivalent Positions Resolution to the Recorder's Office; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, May 4, 2004, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$8,995.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Recorder's Document Storage Fund 0137			
Unappropriated Fund Balance 0137-0006-0008-0400.0000	\$56,122.00	\$ 8,995.00	\$65,117.00
County Recorder's Office Transfer from Other Funds 0001-0006-0008-0450.0011	\$ 8,775.0	\$ 8,995.00	\$17,770.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Recorder's Document Storage Fund 0137 and the County Recorder's Office the following appropriation:



(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Recorder's Document Storage Fund 0137 Interfund Transfer 0137-006-0008-0999.0001	\$ 0.00	\$ 8,995.00	\$ 8,995.00
County Recorder's Office Occasional/Seasonal Employees Salaries 0001-0006-0008-0516.0001	\$ 8,775.00	\$ 8,995.00	\$17,770.00

(3) That the County Clerk shall provide a certified copy of this Ordinance to the County Recorder, County Auditor, County Treasurer, and County Administrator.

**ADOPTED** by the County Board of McLean County, Illinois this 18<sup>th</sup> day of May, 2004.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

**McLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION**

**CHAPTER 12 – BUDGET**

**RESOLUTION ESTABLISHING THE BUDGET POLICY  
FOR FISCAL YEAR 2005**

**WHEREAS**, pursuant to 55 *ILCS* 5/6-1001, the County Board of McLean County, Illinois, is required to adopt each year an annual budget setting forth the anticipated revenues to be received and expenditures to be incurred; and,

**WHEREAS**, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

**WHEREAS**, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan and an avenue of communications; and

**WHEREAS**, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

**WHEREAS**, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2005-2008, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2005; now, therefore,

**BE IT RESOLVED** by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year 2005 Budget and proposed Three Year Budget.

**12.21 COUNTY SERVICES**

**12.21-1 New Services shall be considered in the following order of priority:**

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

## **12.22 REVENUE**

### **12.22-1 Property Tax and Other Revenue**

- (A) Real property taxes and all other 2005 revenues shall be sufficient to meet required expenditures for Fiscal Year 2005, with the following recommendations:

When preparing the Recommended Budget for Fiscal Year 2005, the County Administrator shall make every effort to hold the 2004 County overall property tax rate as close to the 2003 overall property tax rate as possible.

### **12.22-2 User Fees and Charges**

- (A) Every effort shall be made to identify and/or establish appropriate user fees and charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2005 Budget.

### **12.22-3 Intergovernmental Revenue**

- (A) There shall be no categorical grant programs considered in Fiscal Year 2005 that establish ongoing County funding obligations.
- (B) Each categorical grant, which decreases in Fiscal Year 2005, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2006, Fiscal Year 2007, and Fiscal Year 2008 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

### **12.22-4 Enterprise Fund – Nursing Home**

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

## 12.23 FUND BALANCES

### 12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board hereby establishes as a goal maintaining an unencumbered fund balance equal to not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance in the Corporate General Fund.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and to the Law and Justice Center Debt Service Fund for the annual debt service payment to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In order to protect the long-term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department for health insurance shall be set at levels sufficient to pay the full cost of claims and/or premiums for employee health insurance.

## **12.24 CONTINGENCY**

### **12.24-1 Contingency**

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2005 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

## **12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES**

### **12.25-1 Capital Improvements**

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2005 Budget a Five-Year Capital Improvement Budget
- (B) The County Administrator shall prepare the recommend Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

### **12.25-2 Capital Equipment Purchases**

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective manner, the purchase of the following capital equipment items shall be consolidated in a single Countywide bid document:
  - (1) Purchase of Furnishings/Office Equipment;
  - (2) Lease/Purchase of Office Equipment;
  - (3) Purchase of Computer Equipment;
  - (4) Lease/Purchase of Computer Equipment;
  - (5) Purchase of Computer Software;

- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

## **12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS**

### **12.26-1 Administrative Fees for Special Revenue Funds**

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue Funds.

## **12.27 PERSONNEL**

### **12.27-1 Staffing Levels**

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2005 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

### **12.27-2 Employee Compensation**

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principals of equity vis-à-vis the approved contract increases for bargaining units in Fiscal Year 2005, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on November 12, 2003, shall govern the preparation of the Fiscal Year 2005 Budget.

- (D) Employees who are in exempt positions, as identified in the document entitled Position Classification and Pay Ranges for fiscal year 2004, adopted by the County Board on November 20, 2003, are considered salaried employees and thereby not entitled to additional compensation. Any request by a County office/department to pay additional compensation to an exempt employee shall be presented to the Finance Committee for review and approval. Without formal authorization and approval of the Finance Committee and the County Board, an exempt employee shall not be entitled to receive any additional compensation.
- (E) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2005 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (F) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
- (1) the request be approved and the reasons/justification for approval; or
  - (2) the request be denied and the reasons/justification for denial at this time.
- (G) Requests for reclassifications of current positions shall be submitted in writing, using the Positions Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head. The Office of the Administrator shall recommend to the appropriate Oversight Committee and then to the Executive Committee that:
- (1) the request be approved and the reasons/justifications for approval; or

- (2) the request be denied and the reasons/justifications for denial at this time.
  
- (H) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
  
- (I) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2004 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2005 budget preparation cycle.
  
- (J) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

#### **12.28 COMPLIANCE WITH BUDGET PROCEDURES**

- (A) All County departments shall prepare and submit their Fiscal Year 2005 Budget requests in accordance with the Fiscal Year 2005 Budget Calendar (see Schedule A attached).
  
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2004 budgeted expenditures/revenues less any known non-recurring expenditures.

#### **12.29 FISCAL YEAR 2005 BUDGET ADOPTION**

- (A) Pursuant to the *Rules of McLean County Board*, the Executive Committee shall submit the Fiscal Year 2005 Budget to the County Board for adoption in accordance with the budget calendar.
  
- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.



**12.30 EFFECTIVE DATE AND REPEAL**

- (A) This resolution shall supersede the Fiscal Year 2004 Budget Policy Resolution.

**ADOPTED** by the McLean County Board of McLean County, Illinois this 18<sup>th</sup> day of May 2004.

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney  
Chairman of the County Board  
McLean County, Illinois

SCHEDULE A

**CALENDAR FOR PREPARATION OF THE  
FISCAL YEAR 2005 BUDGET,  
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,  
AND RECOMMENDED THREE YEAR BUDGET**

<b><u>MONTH/DATE</u></b>	<b><u>ACTIVITY TO BE COMPLETED</u></b>
May 18, 2004	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2005
May 28, 2004	Department Head Meeting with Administrator - Distribution of Fiscal Year 2005 Budget Manual of Instructions
June 2-4, 2004	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2005 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.</p>
June 7, 2004	Departments begin entering and revising Fiscal Year 2005 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 30, 2004	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p>PLEASE NOTE: Department personnel will NOT enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by <b>June 30, 2004</b>.</p>

MONTH/DATEACTIVITY TO BE COMPLETED

This information will be entered into the computer by July 16, 2004 and transmitted to the departments by July 23, 2004.

July 7, 2004

Department Narrative Description, Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three-year Budget for Fiscal Year 2006, Fiscal Year 2007, and Fiscal Year 2008 completed and entered into computer.

Five Year Capital Improvement Budget completed and submitted to the Administrator's Office.

July 9, 2004

Budget Data Entry System locked by Information Services. All Fiscal Year 2005 Budget data and Recommended Three-year Budget data should be completed and entered.

July 14, 2004  
through  
August 20, 2004

County Administrator reviews the departmental budget requests and meets with department heads to discuss their budget requests.

September 10, 2004

County Administrator advises departments of revenue/expenditure status.

**MONTH/DATE****ACTIVITY TO BE COMPLETED**

September 21, 2004

Recommended Fiscal Year 2005 Budget presented to the County Board.

September 22, 2004  
through  
November 5, 2004

Oversight Committees and Executive Committee review the Recommended Budget.

November 9, 2004

Review of Fiscal Year 2005 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 16, 2004

County Board approves and adopts Fiscal Year 2005 Budget.

December 31, 2004

Fiscal Year 2005 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

e:\budget\budget\_calendar\_fy2005.att

RESOLUTION AMENDING THE FISCAL YEAR 2004  
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR THE McLEAN COUNTY RECORDER'S OFFICE

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent (FTE) Positions Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, the Recorder's Office has recommended that the present staffing in the Recorder's Legal Recordings Division be increased by one-half full-time equivalent position in order to process the indexing of land titles in a timely manner; and,

WHEREAS, the Finance Committee, at its meeting on May 4, 2004, recommended approval of the proposed change in the Full-Time Equivalent Positions Resolution to the Recorder's Office; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Prog</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0006-0008	0M	0516.0010 Clerical Assistant - Seasonal	.5	.5	1.0

The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of May, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney,  
Chairman of the County Board  
McLean County, Illinois

AN ORDINANCE OF THE  
McLEAN COUNTY BOARD  
SETTING SALARIES OF THE MEMBERS  
OF THE McLEAN COUNTY BOARD

WHEREAS, 55 ILCS 5/2-3008 enables the County Board to change the basis of payment or amount of compensation of its members by ordinance or resolution; and,

WHEREAS, the County Board shall determine whether the salary paid to its members be on a per diem basis, annual basis, or combined per diem and annual basis; and,

WHEREAS, at a special meeting of the Finance Committee on Tuesday, May 18, 2004, the Finance Committee recommended to the Executive Committee that the annual salary of a County Board member, of the Vice Chairman, the Chairman of each of the regular Standing Oversight Committees and the Members of the Executive Committee of the Board, and of the Chairman of the County Board be increased by 2.5 percent annually; and,

WHEREAS, the Finance Committee further recommended to the Executive Committee that the proposed salaries of the eligible members of the McLean County Board become effective on the first day of January in the year 2005; and,

WHEREAS, the Executive Committee, at a special meeting on Tuesday, May 18, 2004, concurred with the recommendations of the Finance Committee and recommended to the County Board approval of the proposed salaries of the members of the McLean County Board; now, therefore,

BE IT ORDAINED AND ORDERED by the McLean County Board that the compensation of the members of the McLean County Board shall be as follows:

1. That Section 5.05 of the Ordinance Setting Salaries of the Members of the McLean County Board be enacted as follows:

5.05 COMPENSATION: That the members of the McLean County Board, including its Chairman of the Board, its Vice Chairman of the Board, and the Chairman of each of the regular Standing Oversight Committees of the Board shall be compensated on an annual salary basis as follows:

- (1) All members of the County Board, other than the Chairman of the County Board, the Vice Chairman of the County Board, the Chairman of each of the regular Standing Oversight Committees of the County Board, and the at-large Members of the Executive Committee of the County Board, shall receive an annual salary of \$4,000.00. Any Member whose term begins on or after the first Monday in December, 2004 shall receive an annual salary of \$4,100.00, effective January, 2005, an annual salary of \$4,203.00, effective January, 2006, an annual salary of \$4,308.00, effective January, 2007, an annual salary of \$4,415.00 effective January, 2008, an annual salary of \$4,526.00 effective January, 2009, and an annual salary of \$4,639.00 effective January, 2010.

- (2) The Chairman of each of the regular Standing Oversight Committees of the Board, and each at-large Member of the Executive Committee of the County Board, as established by "The Rules of the McLean County Board" as adopted, and the Vice Chairman of the County Board shall receive an annual salary of \$5,000.00. Any Chairman of each of the regular Standing Oversight Committees of the Board, and any at-large Member of the Executive Committee of the County Board, as established by "The Rules of the McLean County Board" as adopted, and any Vice Chairman of the County Board whose term begins on or after the first Monday in December, 2004 shall receive an annual salary of \$5,125.00, effective January, 2005, an annual salary of \$5,253.00, effective January, 2006, an annual salary of \$5,384.00, effective January, 2007, an annual salary of \$5,519.00 effective January, 2008, an annual salary of \$5,657.00 effective January, 2009, and an annual salary of \$5,798.00 effective January, 2010.
- (3) The Chairman of the County Board shall receive an annual salary of \$8,500.00. Any chairman of the County Board whose term begins on or after the first Monday in December, 2004 shall receive an annual salary of \$8,713.00, effective January, 2005, an annual salary of \$8,930.00, effective January, 2006, an annual salary of \$9,154.00, effective January, 2007, an annual salary of \$9,382.00 effective January, 2008, an annual salary of \$9,617.00 effective January, 2009, and an annual salary of \$9,857.00 effective January, 2010.

3. That any and all ordinances and resolutions previously adopted that set the salaries for the aforementioned officials are hereby rescinded to the extent such ordinances and resolutions conflict with this ordinance.

BE IT FURTHER ORDAINED AND ORDERED by the McLean County Board that the County Clerk shall forward a certified copy of this Ordinance to the County Treasurer, County Administrator, and the Civil First Assistant State's Attorney.

ADOPTED by the McLean County Board this 18th day of May, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
 Michael F. Sweeney, Chairman  
 McLean County Board

**McLean County  
Board Salary Options**

**OPTION A  
BEGIN 2005**

Office	Term Begins	Salary 2004	% Increase	Salary 2005	% Increase	Salary 2006	% Increase	Salary 2007	% Increase	Salary 2008	% Increase	Salary 2009	% Increase	Salary 2010	% Increase
Board Chair	2004	\$ 8,500	2.50%	\$ 8,713	2.50%	\$ 8,930	2.50%	\$ 9,154	2.50%	\$ 9,382	2.50%	\$ 9,617	2.50%	\$ 9,857	2.50%
Exec. Comm.	2004	\$ 5,000	2.50%	\$ 5,125	2.50%	\$ 5,253	2.50%	\$ 5,384	2.50%	\$ 5,519	2.50%	\$ 5,657	2.50%	\$ 5,798	2.50%
Bd. Member	2004	\$ 4,000	2.50%	\$ 4,100	2.50%	\$ 4,203	2.50%	\$ 4,308	2.50%	\$ 4,415	2.50%	\$ 4,526	2.50%	\$ 4,639	2.50%

Board Chair	2006	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	7.69%	\$ 9,154	2.50%	\$ 9,382	2.50%	\$ 9,617	2.50%	\$ 9,857	2.50%
Exec. Comm.	2006	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	7.68%	\$ 5,384	2.50%	\$ 5,519	2.50%	\$ 5,657	2.50%	\$ 5,798	2.50%
Bd. Member	2006	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	7.70%	\$ 4,308	2.50%	\$ 4,415	2.50%	\$ 4,525	2.50%	\$ 4,639	2.50%

**OPTION B  
BEGIN 2007**

Board Chair	2004	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	2.50%	\$ 8,713	2.50%	\$ 8,930	2.50%	\$ 9,154	2.50%	\$ 9,382	2.50%
Exec. Comm.	2004	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	2.50%	\$ 5,125	2.50%	\$ 5,253	2.50%	\$ 5,384	2.50%	\$ 5,519	2.50%
Bd. Member	2004	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	2.50%	\$ 4,100	2.50%	\$ 4,203	2.50%	\$ 4,308	2.50%	\$ 4,415	2.50%

Board Chair	2006	\$ 8,500	0.00%	\$ 8,500	0.00%	\$ 8,500	2.51%	\$ 8,713	2.50%	\$ 8,930	2.50%	\$ 9,153	2.50%	\$ 9,382	2.50%
Exec. Comm.	2006	\$ 5,000	0.00%	\$ 5,000	0.00%	\$ 5,000	2.50%	\$ 5,125	2.50%	\$ 5,253	2.50%	\$ 5,384	2.50%	\$ 5,519	2.50%
Bd. Member	2006	\$ 4,000	0.00%	\$ 4,000	0.00%	\$ 4,000	2.50%	\$ 4,100	2.50%	\$ 4,203	2.50%	\$ 4,308	2.50%	\$ 4,415	2.50%



**President**  
Mark D. Steward  
Missouri

**Vice President**  
Brent Reinke  
Idaho

**Treasurer**  
Cheryl Stephani  
Washington

**Secretary**  
Elijah L. Lewis  
Louisiana

**Regional  
Representatives:**

**Midwest**  
Doug Herrmann  
South Dakota

**Northeast**  
Howard Beyer  
New Jersey

**South**  
J. Walter Wood, Jr.  
Alabama

**West**  
Steve Gibson  
Montana

**Executive Director**  
Edward J. Loughran

John M. Zeunik, County Administrator  
701 Law & Justice Center  
Bloomington, IL 61702

May 3, 2004

Dear Administrator Zeunik,

I am writing to congratulate you, David Goldberg (Director, McLean County Juvenile Detention Center), and the rest of the staff at the McLean County Juvenile Detention Center for participation in the Performance-based Standards (PbS) for Youth Correction and Detention Facilities project. PbS has been selected as one of 15 finalists for the Innovations in American Government Award competition sponsored by Harvard University, the Council for Excellence in Government and the Ford Foundation. It is an honor to receive such recognition for effective performance management practices, a major goal for state leaders across the country. Your leadership in McLean County, IL and your staff's implementation of PbS have contributed greatly to PbS' success and recognition by the Innovations program.

A brief description of PbS:

- Developed beginning in 1995 by the Council of Juvenile Correctional Administrators (CJCA), an organization of state juvenile agency chief executive officers, and funded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, US Department of Justice;
- PbS focuses on helping secure facilities keep youths safe, healthy, learning and receiving services needed to return to the community with skills to avoid future delinquency;
- PbS is a self-improvement and accountability system guided by a set of national standards set at the highest results desired. Performance is measured using data collected twice a year that provides a picture of critical activities within the walls such as injuries to youths and staff, suicidal behavior, pre- and post-tests of educational scores, health and mental health services and key indicators of the quality of life within the facility;

*For a safer tomorrow invest in our youths today.*

**President**  
Mark D. Steward  
Missouri

**Vice President**  
Brent Reinke  
Idaho

**Treasurer**  
Cheryl Stephani  
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**South**  
J. Walter Wood, Jr.  
Alabama

**West**  
Steve Gibson  
Montana

**Executive Director**  
Edward J. Loughran

- Each data collection report (twice a year) shows the facility's performance compared in two ways: to itself over time (past performance outcomes) and to a field average of similar facilities – the first step toward development of industry benchmarks. The results are presented in an easy-to-read bar graph report.

PbS is innovative because for the first time there is data available across the country that reflects the operations inside youth facilities. More importantly, the PbS data is used by facility and agency leaders to manage and make system improvements. Participation by the McLean County Juvenile Detention Center and the other 114 facilities in 27 different jurisdictions is commendable because the juvenile corrections leadership and staff volunteered to open the facilities doors and books to learn where they are succeeding and where they are failing. Participants join because they want to do the right thing for youths and restore public confidence by showing that government agencies can work and can improve performance.

Copies of the standards, data collection forms and additional information may be found at the CJCA website: [www.cjca.net](http://www.cjca.net) under "projects" or under the "resources" section of the PbS home page: [www.performancebasedstandards.org](http://www.performancebasedstandards.org). For additional information on the 2004 Innovations in American Government Awards competition, visit the Council for Excellence in Government's web site at: <http://www.excelgov.org/displaycontent.asp?keyword=aiHomePage>. Please contact me at the CJCA address above if I can be of assistance.

Thank you for your support of PbS.

Sincerely,

  
Edward J. Loughran  
CJCA Executive Director

Cc: David Goldberg

*For a safer tomorrow invest in our youths today.*