



FINANCE COMMITTEE AGENDA
Room 700, Law and Justice Center

Tuesday, May 4, 2004

4:00 P.M.

1. Roll Call
2. Approval of Minutes -- April 6, 2004
3. Departmental Matters:
 - A. Becky McNeil, County Treasurer
 - 1) Items to be presented for Information:
(Documents to be provided at meeting)
 - a) Accept and place on file County Treasurer's Reports as of April 30, 2004
 - b) Quarterly Employee Benefit Fund
 - c) General Report
 - d) Other
 - B. Don Lee, Director, Nursing Home
 - 1) Items to be presented for Information:
 - a) Monthly Reports 1-3
 - b) General Report
 - c) Other
 - C. Peggy Ann Milton, County Clerk
 - 1) Items to be presented for Action:
 - a) Request Approval of 10 ILCS 5/13-2 Counties Under Township Organization Appointment of Judges of Election 4
 - 2) Items to be presented for Information:
 - a) Monthly Report of Official Receipts for March 2004 5-6
 - b) General Report
 - c) Other

- D. Ruth Weber, County Recorder
- 1) Items to be presented for Action:
 - a) 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 7-9
 - b) Request Approval of a Resolution Amending the Fiscal Year 2003 Funded Full-Time Equivalent Positions Resolution for the McLean County Recorder's Office 10
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
- E. Bob Keller, Director, Health Department
- 1) Items to be presented for Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107 11-13
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
- F. Jennifer Ho, Director, Risk Management
- 1) Items to be presented for Information:
 - a) First Quarter Risk Management Fund Report Fiscal Year 2004 14-15
 - b) General Report
 - c) Other
- G. John M. Zeunik, County Administrator
- 1) Items to be presented for Action:
 - a) Request Approval of an Ordinance of the McLean County Board Establishing the Annual Salary of the Circuit Clerk, Coroner, County Auditor, and Recorder 16-18
 - b) Request Approval of the Engagement of Wessels & Pautsch, P.C. as Counsel Exclusively for the Review of the Personnel Policy Manual 19-20

- 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 21-44
 - 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 45-48
 - e) 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 49-58
- 2) Items to be presented for information:
- a) General Report
 - b) Other

4. Recommend payment of bills and transfers, if any, to County Board

5. Adjournment

McLEAN COUNTY NURSING HOME

ACCRUED EXPENDITURE

Prt Date April 23, 2004

	2004 BUDGET	2004 MONTHLY ALLOC	MAR,2004 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/04
SALARIES	3,123,489	265,283	271,334	778,704	793,123	2,330,366	2,330,366	25%	3,181,207
IMRF	198,029	16,819	17,203	49,372	50,315	147,714	943	25%	201,813
MED/LIFE	358,680	11,439	30,380	89,424	89,180	269,500	(244)	25%	357,700
SOC/SEC	238,947	20,294	20,757	59,573	60,711	178,236	1,138	25%	243,512
VAC LIAB	25,000	2,123	2,117	6,233	6,216	18,784	(17)	25%	24,932
SELLBACK	0	0	0	0	0	0	0	0%	#DIV/0!
PERSONNEL	3,944,145	315,958	341,791	983,306	999,545	2,944,600	16,239	25%	4,009,163
COMMODITIES	641,077	54,448	47,780	159,830	134,311	506,766	(25,519)	21%	538,719
CONTRACTUAL	1,261,189	106,732	86,871	314,433	289,944	971,245	(24,490)	23%	1,162,962
CAPITAL	161,294	13,699	454	40,213	7,703	153,591	(32,510)	5%	30,896
GRAND TOTAL	6,007,705	490,837	476,896	1,497,782	1,431,502	4,576,203	(66,280)	24%	5,741,739

McLEAN COUNTY NURSING HOME

ACCRUED REVENUE

Prt Date April 23, 2004

	2004 BUDGET	2004 MONTHLY ALLOC	MAR,2004 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	OF BUDGET SPENT	PROJECTED REVENUE 12/31/04
MEDICARE REVENUE	775,400	65,856	38,149	193,319	124,966	650,434	(68,353)	16%	501,238
IDPA REVENUE	2,581,280	219,232	223,492	643,552	629,052	1,952,228	(14,500)	24%	2,523,122
SCHOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	7,100	603	568	1,770	1,299	5,801	(471)	18%	5,210
JDC FOOD	31,501	2,675	2,624	7,854	6,236	25,265	(1,618)	20%	25,011
MEALS	500	42	3	125	52	448	(73)	10%	209
PVT PAY REVENUE	1,862,980	158,224	159,984	464,464	511,458	1,351,502	46,994	27%	2,051,453
UNCLASS	7,300	620	124	1,820	412	6,888	(1,408)	6%	1,653
INTEREST EARNED	41,604	3,533	2,018	10,373	4,530	37,074	(5,842)	11%	18,171
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	424,373	36,043	35,425	105,803	97,766	326,607	(8,037)	23%	392,138
TELEPHONE REIMB	0	0	1,080	0	2,880	(2,880)	2,880	#DIV/0!	11,552
TOTAL ACC REVENUE	5,732,018	486,829	463,467	1,429,078	1,378,651	4,353,367	(50,427)	24%	5,529,755

TOTAL ACC REVENUE	5,732,018	486,829	463,467	1,429,078	1,378,651	4,353,367	(50,427)	24%	5,529,755
LESS ACCRUED EXPENSE	(6,007,705)	(490,837)	(476,896)	(1,497,782)	(1,431,502)	(4,576,203)	66,280	24%	(5,741,739)
ACC REV - (ACC EXP)	(275,687)	(4,008)	(13,429)	(68,704)	(52,851)	(222,836)	15,853		(211,984)
PLUS CAP EXP	0	13,699	454	40,213	7,703	153,591	(32,510)		30,896
ACC BALANCE	(275,687)	9,691	(12,975)	(28,491)	(45,148)	(69,245)	(16,657)		(181,088)

McLEAN COUNTY NURSING HOME

CENSUS Report - 2004

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	4.97	48.29	75.13	1.68	130.07	19.93
FEBRUARY	4.59	48.97	75.31	1.21	130.08	19.92
MARCH	7.10	44.42	79.87	1.42	132.81	17.19
APRIL						
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

YTD AVERAGE 5.55 47.23 76.77 1.44 130.99 19.01
 % OF CAPACITY 3.70% 31.48% 51.18% 0.96% 87.32% 12.68%



**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 Matt Sorensen, Finance Committee Chairman
Honorable Members of the Finance Committee

FROM: Peggy Ann Milton 

RE: 10 ILCS 5/13-2 Counties under township organization
Appointment of Judges of Election

Pursuant to the referenced statute, the County Board shall at its meeting in May in each even-numbered year select in each election precinct in the County, five capable and discreet electors (two Democratic and three Republican per precinct) to be judges of election. Each elector shall possess the qualifications required for such judges.

Election judges will serve for a period of two years or until their successor(s) have been duly appointed as provided by law. Some precincts do not have a sufficient amount of judges. We will continually work with each Central Committee in an attempt to fill each precinct with the appropriate number of judges. Some precincts have more than the required number of judges. The extra judges will be used as alternates to fill vacancies as needed. Also, there is a supplemental list that provides individuals residing in the City of Bloomington. The judges listed on the supplemental list will also be used as alternate election judges if needed.

A Certified List of Candidates for Election Judges submitted by the respective Chairmen of the Democratic and Republican Central Committees will be distributed at the Finance Committee meeting. We respectfully request you review the lists and recommend approval by the County Board and confirmation by the Circuit Court as provided in Section 13-3.

Thank you.



**PEGGY ANN MILTON
COUNTY CLERK**

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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: Recorder Monthly Financial Report

Please be advised that the McLean County Recorder's office has filed a Monthly Report of Official Receipts for the month of March, 2004 (copy enclosed) and the report is on file in the McLean County Clerk's office.

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik

Enclosure

"We look forward to serving you."



Ruth Weber
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

MONTHLY REPORT
OF
OFFICIAL RECEIPTS

TO THE COUNTY BOARD OF MCLEAN COUNTY

I, Ruth Weber, County Recorder, in and for the County of McLean and the State of Illinois, respectfully present the following report of all fees received for my office, for and during the period of March 1, 2004 through March 31, 2004.

RECEIPTS: Copy Fees	\$ 2,071.30
Recording Fees	55,708.00
County Revenue Stamps	32,953.00
Microfilm Sales	330.00
Recorder Receivable	15,027.70
Document Storage	11,049.00
GIS Document Storage	3,682.00
Document Storage Receivable	3,489.00
State Revenue Stamps	65,906.00
GIS Fund	7,386.00
GIS Receivable	1,753.00

Total Receipts \$199,355.00

Deposited with County Treasurer \$199,355.00

Balance on hand 04/01/04

Cash \$ 50.00

Accounts Receivable 6,041.00

Total \$ 6,091.00

Respectfully submitted this 2nd day of April, 2004.

Ruth Weber
County Recorder



Ruth Weber
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

April 29, 2004

To: Finance Committee Chairman and Members

From: Ruth Weber, Recorder *Ruth Weber*

1. It is requested that Darrell Mitchell be able to continue as an employee of the Recorder's Office. He was brought into the office due to the high volume of documents being recorded on a daily basis. Darrell replaced Herb Burdett, Jr, who had worked in the same capacity. Darrell handles all of the Image Scanning for the office; microfilm is then made from the Image Scan CDs. Both Image Scanning and microfilm is essential for the maintenance of the Recorded Documents. Our microfilm, which follows the direction of the State of Illinois rules, covers all of the documents back to 1837. We have Image Scanned documents since September, 1993 and plan to Image Scan prior to 1993 when time permits. Darrell also handles the stamping of documents after they have been recorded and indexed. He is a hard worker and a quality employee.
2. We have discussed with our software vendor the idea of changing the time of the cut-off for daily receipts. We have been assured that an answer will be forthcoming shortly. The vendor does not have any other customers that cut off other than at the end of the day.

**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 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

RESOLUTION AMENDING THE FISCAL YEAR 2003
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) Position's Resolution on November 19, 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</u>	<u>Position Classification</u>	<u>Full-Time</u>		
	<u>Grade</u>		<u>Now</u>	<u>Amend</u>	<u>New</u>
		0516.0010 Clerical			
0001-0006-0008	0M	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 18th 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



Health Department

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

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



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Matt Sorensen, Chairman, Finance Committee
Members, Finance Committee

From: Jennifer Ho, Risk Manager

A handwritten signature in black ink, appearing to read "Jennifer Ho", is written over the "From:" line.

Date: April 30, 2004

Subject: First Quarter Risk Management Fund Report FY 2004

The first quarter report of the Risk Management Fund as of March 31, 2004, is summarized in Table 1 for your attention. For all prior years up to FY 2003, we are reporting a reduction in our claims reserves of \$ 18,577 for general liability claims and \$31,400 in workers compensation claims with the indication that the case reserves for individual claims have not increased. We have two auto physical damage claims for the quarter and one auto liability claim. Because of the high severity potential of auto accidents, we will be focusing on driving safety for this year's safety campaign in June.

Table 2 is a comparative summary of first quarter claims experience for the previous 5 years since FY 2000. The first quarter claims experience is characterized by a high claims count with lower average severity for the quarter in comparison. I am available for your questions. Thank you. JH

McLEAN COUNTY RISK MANAGEMENT FUND
AS OF December 31, 2003

TABLE 1: CUMULATIVE CLAIMS SUMMARY BY LINE

CLAIM TYPE	ALL	OPN	PD LOSSES	RESERVES	RECOVRS	INCRD LOSSES
A. AUTO PHYSICAL DAMAGE:						
PY 1992 - 1996	77	0	93,083	0	11,609	81,474
PY 1997	4	0	20,796	0	0	20,796
PY 1998	3	0	13,785	0	2,225	11,560
PY 1999	13	0	17,746	0	0	17,746
PY 2000	12	0	14,110	0	3,055	11,055
PY 2001	6	0	8,915	0	846	8,069
PY 2002	8	0	52,866	0	32,046	20,820
PY 2003	11	0	33,596	0	700	32,896
PY 2004	2	1	12,243.75	0	0	12,243.75
B. AUTO LIABILITY:						
PY 1992 - 1996	25	0	26,454	0	8,887	35,341
PY 1997	2	0	3,741	0	0	3,741
PY 1998	6	0	\$10,431	\$0	\$2,500	7,931
PY 1999	5	0	44,748	0	0	44,748
PY 2000	3	0	7,019	0	0	7,019
PY 2001	4	0	3,301	0	0	3,301
PY 2002	3	0	2,474	0	0	2,474
PY 2003	4	0	9,391	0	0	9,391
PY 2004	1	1	3,500	5,000	200	8,300
C. GENERAL LIABILITY:						
PY 1992 - 1996	43	0	125,418	0	42,298	83,120
PY 1997	10	1	95,772	9,688	0	105,460
PY 1998	6	0	\$3,141	\$0	\$0	\$3,141
PY 1999	9	1	21,566	1,374	0	22,940
PY 2000	11	1	6,303	5,154	0	11,457
PY 2001	9	3	39,023	22,756	0	61,779
PY 2002	4	1	1,673	7,041	0	8,714
PY 2003	10	3	4,160	9,925	0	14,085
PY 2004	0	0	0	0	0	0
D. WORKER'S COMPENSATION:						
PY 1992 - 1996*	450	3	2,871,684	478,408	1,748,482	1,602,337
PY 1997**	76	1	232,460	45,403	10,520	271,343
PY 1998	105	3	\$311,918	201	\$0	312,119
PY 1999	73	2	340,476	254,418	0	594,894
PY 2000	64	3	250,107	52,694	0	302,801
PY 2001	71	7	223,924	69,867	0	293,791
PY 2002	76	6	247,605	159,669	0	407,274
PY 2003	64	12	76,155	27,564	0	103,719
PY 2004	15	14	6,869	9,088	0	15,957

* Includes catastrophic incident of 2/16/93 ** Includes Fatality of 8/15/97

Table 2: Historical First quarter experience FY 2000 - FY 2004

COVERAGES:	PY 2000		PY 2001		PY 2002		PY 2003		PY 2004	
	#	INCRD \$	#	INCRD \$	#	INCRD \$	#	INCRD \$	#	INCRD \$
Auto Physical Damage	4	5,989	3	2,356	1	5,004	0	0	2	\$12,244
Auto Liability	0	0	1	526	0	0	0	0	1	8,300
General Liability	2	500	3	1,760	0	0	0	0	0	
Worker's Compensation	11	5,717	11	30,750	16	15,234	5	7,275	14	15,957
TOTAL:	17	12,206	18	35,392	17	20,238	5	7,275	17	36,501

**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 18th 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:

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

Michael F. Sweeney, Chairman
McLean County Board

e:\ann\res\eo_sal.04_08

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

Office	Term Expires	Salary 2002	% Increase	Salary 2003	% Increase	Salary 2004	% Increase	Salary 2005	% Increase	Salary 2006	% Increase	Salary 2007	% Increase	Salary 2008	% Increase
Sheriff	2006	\$ 68,130	4.00%	\$ 70,855	4.00%	\$ 73,690	4.00%	\$ 76,638	4.00%	\$ 79,703	4.00%				
Treasurer	2006	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%				
Clerk	2006	\$ 63,502	4.00%	\$ 66,042	4.00%	\$ 68,684	4.00%	\$ 71,431	4.00%	\$ 74,289	4.00%				
Circuit Clerk	2008	\$ 63,502	4.00%	\$ 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	4.25%	\$ 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	4.00%	\$ 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	7.50%	\$ 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	0.00%	\$ 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	0.00%	\$ 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	0.00%	\$ 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 Rank	Population (Rank)	Sheriff		Treasurer		Clerk		Circuit Clerk		Coroner		Auditor		Recorder	
		5	2	2	3	3	3	3	3	3	2	3	2	3	
McLean	150,433 (4)	\$ 73,690	\$ 68,684	\$ 68,684	\$ 68,684	\$ 68,684	\$ 68,684	\$ 68,684	\$ 68,684	\$ 65,413	\$ 65,413	\$ 65,413	\$ 65,413	\$ 65,413	
Champaign	179,669 (3)	\$ 77,250	\$ 61,800	\$ 61,800	\$ 61,800	\$ 53,060	\$ 50,938	\$ 50,938	\$ 50,938	\$ 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	\$ 56,324	\$ 62,447	\$ 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	\$ 70,160	\$ 70,160	\$ 70,160	\$ 70,160	
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	\$ 70,200	\$ 74,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 74,000	\$ 65,200	\$ 65,200	\$ 65,200	\$ 65,200	\$ 65,200	
Tazewell	128,485 (6)	\$ 65,975	\$ 48,777	\$ 48,777	\$ 46,655	\$ 42,563	\$ 42,563	\$ 42,563	\$ 42,563	\$ 44,814	\$ 44,814	\$ 44,814	\$ 44,814	\$ 44,814	

WESSELS & PAUTSCH, P.C.

ATTORNEYS AT LAW

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CHICAGO, ILLINOIS

DAVENPORT, IOWA

MINNEAPOLIS, MINNESOTA

INDIANAPOLIS, INDIANA

On the Internet at www.w-p.com

VIA FEDERAL EXPRESS

April 15, 2004

Terry Lindberg *WL*
Assistant Village Administrator
McLean County
701 Law & Justice Center
Bloomington, Illinois 61702-2400

Re: Engagement of Wessels & Pautsch, P.C.

Dear Mr. Lindberg:

This letter is a proposal for Laura M. Newman of Wessels & Pautsch, P.C. to serve McLean County, Illinois as its counsel exclusively for the review of its personnel policy manual. This letter also confirms the fee arrangement that will be used for these matters.

- Fees for Service.** Our billing practice is to charge for our services based primarily on the number of hours devoted to the matter multiplied by the hourly guideline billing rates of each of the particular professionals performing the service. **The amount of time that we estimate for completing the project of reviewing the personnel policy manual is 10 hours (3 hours for a read-through and issue spotting, 3 hours of research, 2 hours of meetings with the Village Administrator and 2 hours to prepare a memorandum of advice).** This is just an estimate and any changes in the scope or complexity of the project may substantially affect this calculation. The hourly rates are based upon experience, expertise, and standing within the legal community. It is our practice to record all of the time spent by each of the attorneys, paralegals, and law clerks within the office and to apply to such time the hourly guideline rate of that professional. The hourly guideline rates, which are periodically adjusted, for professionals within the firm presently range from \$75 per hour for our paralegals to \$165 for our most senior shareholders¹. **My hourly rate is ordinarily \$150 per hour.** We will bill for services rendered on an hourly basis with each hour billed in one-tenth increments. McLean County will be billed to the next nearest tenth of an hour for all services performed. You will not be billed for travel time.
- Out-of-Pocket Costs and Disbursements.** In the normal course of our representation, we may incur certain ordinary expense items, including but not limited to long distance telephone charges, copying charges, filing and recordation fees, postage, messenger service, overnight delivery fees, computer-aided legal research, computer database access charges, airfare, train fare, cab fare, car rental fees and charges, hotels, meals, actual automobile mileage at 31.5 cents per mile if roundtrip from lead attorney's home office exceeds 80 miles, tolls, copying or document reproduction

¹ Our firm's standard billing rates for attorneys are reduced for public sector clients. The rates quoted above reflect this reduction.

expenses (copying performed in our office will be expensed to you at 15 cents per page), filing and/or administrative court fees, service fees, arbitration or mediation fees, court reporter fees, deposition and/or court transcript fees, fees for expert witness and consultants, investigator fees, outside or local counsel consultation fees, and other expenses that we may reasonably incur in representation of you. In such circumstances, we will reflect such charges on the regular monthly statement. To the extent that our representation involves the incurring of any extraordinary expenditures, we may require that you pay these expenses directly or provide those sums to us, in advance, before we incur them.

3. **Monthly Statements.** Our practice is to send a monthly statement for services rendered and disbursements incurred during the previous month. The detail in the monthly statement will inform you as to both the nature and progress of work and the fees and disbursements that have been incurred.

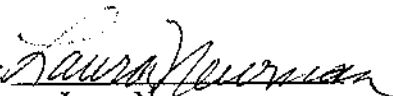
Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event no later than thirty (30) days thereafter. If payments are delayed beyond the due date, we will reserve the right to charge interest at the highest rate permitted by law from the due date until the date when paid. While we always do our best to ensure that our clients are satisfied with both our services and with the reasonableness of the fees charged, if you have any questions regarding a statement or regarding the basis for our fees, please feel free to raise such questions directly with me.

4. **Nature of Relationship.** The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the provisions of this agreement, we invite your inquiries. We also invite your inquiry about any monthly statement that is in any way unclear or appears to be unsatisfactory.

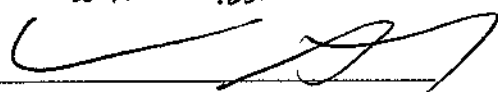
If you are in agreement with the foregoing, please sign and date the duplicate copy of this letter in the space provided and return the same to me at your earliest convenience. We look forward to working with you.

Very truly yours,

WESSELS & PAUTSCH, P.C.

By: 
Laura Newman

THE FOREGOING IS AGREED TO:

By: ~~Terry Lindberg~~
William Yoder


Date: 4/19/04

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 16th 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 16th 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 16th 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 16th 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:

TAX LEVY YEAR	A TAX SUFFICIENT TO PROCURE THE SUM OF
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:

TAX LEVY YEAR	ABATEMENT OF TAX LEVY	A TAX SUFFICIENT TO PRODUCE THE SUM OF
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:

Michael F. Sweeney, Chairman
McLean County Board

Attested:

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

E:\Ordinances\2005\AbatementofDirectAnnualTax.ord

LEASE

THIS AGREEMENT made this 20th 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 4th 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 25th 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 18th 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 3rd 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 30th, 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 1st, 2001, and ending November 30th, 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: [Signature]
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

City of Bloomington, McLean County, Illinois

ATTEST:

[Signature]
City Clerk of the City of Bloomington

By: [Signature]
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 20th 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 6th day of November, 2001.

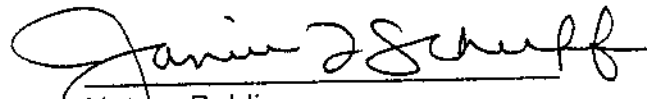
Notary Public

(Notarial Seal)

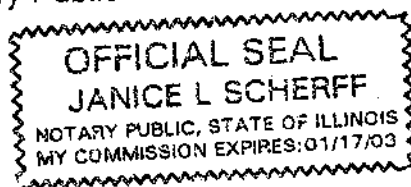
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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 12th 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 18th 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 18th 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 18th 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 18th 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:

TAX LEVY YEAR	A TAX SUFFICIENT TO PROCURE THE SUM OF
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 his 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

McLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 – BUDGET

RESOLUTION ESTABLISHING THE BUDGET POLITY 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 18th 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

MONTH/DATE**ACTIVITY 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.

SCHEDULE A

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

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
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 June 30, 2004.</p>

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.

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