

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

May 18, 2004

*Subject to approval at  
June 15, 2004  
County Board Meeting*



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**May 18, 2004**

The McLean County Board met on Tuesday, May 18, 2004 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Owens and was followed by the Pledge of Allegiance.

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

Members Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Chris Kalapp, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, and Michael Sweeney.

**No Members were absent:**

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

Chairman Sweeney stated the following: the first item on our agenda is Appearance by Members of the Public and County Employees and the first is Mr. Clayton James, Chairman of the McLean County Veterans' Assistance Commission and Mr. Jerry Vogler, Superintendent of the Veterans' Assistance Commission. Would you please come forward? Mr. James stated the following: good morning ladies and gentlemen. I won't take very much of your time. My name is Clayton James, and I am Chairman of the Veterans' Assistance Commission here in McLean County. I am also Chairman of the Fifty Flags Living Memorial. Several years ago, we put the display together to show patriotism throughout the McLean County area and on September 11<sup>th</sup> it became a living memorial. Last year they were taking applications for the dedication of the WWII Memorial in Washington, D.C. and we thought maybe we had a shot to get out there with this display so we sent an application in. The application was turned down because the mall area was filled up completely with other displays. We also sent an application to the people in charge of the parade on Memorial Day and we got a response back from the parade. Before we could fill out the application and send it back in, we got an acceptance to the parade, before we even applied for it. The flag display is going to be part of the 20,000 unit parade in Washington, D.C. on Monday. The reason I am here today is to ask your blessing for our flag display to go to our Nation's Capitol to represent McLean County. We are not asking for any money we are just wanting your blessing. I wish we had come here earlier to approach you about this but we didn't know until the last minute that we were going to be a part of this celebration in our Nation's Capitol. I am sure that a lot of things are going to be taken to the WWII Memorial and left, so I had a company that makes plaques for our veterans' groups around the County, B&B Awards, make this really nice looking plaque representing the citizens of McLean County. What we are going to do is carry this and one we have for the wall from the citizens of McLean County, and we are going to have WWII veterans place this at the memorial in Washington, D.C. on Saturday the 29<sup>th</sup>. I am going to leave this up here on the table for you to view. Please take time and look at it. We appreciate all the work you have done for the County and this is one way of showing you all the work we have done for you and you have done for us so I thank you very much.



**VETERANS ASSISTANCE COMMISSION OF MCLEAN COUNTY**

McBarnes Memorial Building 201 E. Grove St.  
Blommmington, Illinois 61701

Phone: (309) 888-5140 or 888-5141 Fax: (309) 888-5570

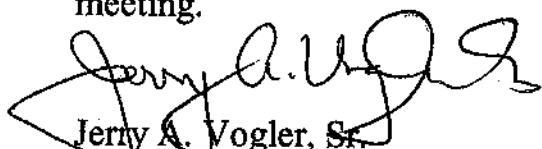
Date: 12 May 2004

To: McLean County Board  
Attention: John Zeunik

Subject: Request for time on County Board Meeting Agenda

Clayton James, Chairman of the McLean County Veteran's Assistance Commission and I would like to have a very short period of time on the McLean County Board meeting Agenda on 18 May, to inform you of an important event that will take place as a part of the Memorial Day weekend 2004. The 50 American Flags Living Memorial will be in the Washington D. C. that weekend as part of the celebration of the dedication of the World War II Memorial.

Clayton and others from McLean County accompanying the 50 Flags, will lay a plaque at the Viet Nam Veteran's Memorial, on behalf of the citizens and Veteran's of McLean County. This plaque, as are all items left at the Viet Nam Memorial, will eventually be a part of the Viet Nam Memorial museum which contains all the items of remembrance left at the Wall. In addition, another plaque from McLean County will be laid at the new World War II Memorial. The items that will be left at the World War II Memorial will be eventually included in a museum for that Memorial. Clayton would like to share this information with the McLean County Board at the regular Board meeting.

  
Jerry A. Vogler, Sr.  
Superintendent - VAC  
McLean County

To Promote the Welfare and Service to Veterans of All Wars and Their Dependents

# A Parade Salute to *Parade* World War II Veterans

- Home
- About the Parade
- Parade Route/Map
- Veterans Organizations
- Photo Gallery
- Parade Task Force
- How to Volunteer
- Sponsorship Info
- Contact Information
- Related Websites

Memorial Day May 31, 2004  
Stepping off at 8:00 am

## On Independence Avenue in Washington D.C.

The World War II Veterans Parade will honor and pay tribute to all of the veterans who so bravely served in World War II.

The tribute Parade will be the grand finale to a weeks' worth of dedication ceremonies and activities surrounding the unveiling of the new World War II Memorial in Washington D.C.

This is truly a unique, history-making opportunity for our nation's capital and will provide a most appropriate way to demonstrate the appreciation of a grateful nation.



Veterans Groups  
Click Here  
To Sign Up





# Fifty American Flags Living Memorial

P.O. Box 762 Bloomington, IL 61702

Sponsored by:



Post # 635, Normal, IL  
Post # 624, Heyworth, IL

A M 1 2 3 0



AFL-CIO  
ILLINOIS STATE CENTRAL LABOR COUNCIL  
BLOOMINGTON and NORMAL  
TRADES and LABOR ASSEMBLY



Post # 1559  
Heyworth, IL

## NOTICE

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The Fifty American Flags Living Memorial Executive Committee is proud to announce that we have been selected to take part in a National Memorial Day Parade to honor the dedication of the World War II Memorial. The parade will be held on May 31, 2004 in Washington, DC. We will be taking 150 flags, 100 American flags and the 50 State flags. Our flags will be carried by the Prince George County Junior R.O.T.C. in Maryland and the Maryland Regiment of Young Marines. We will also be assisted by a group of UAW members from McLean County.

This trip has been made possible by generous donations from our community and sponsors. The Fifty Flags Living Memorial will be joining many other groups from across the country in this tribute to our World War II veterans. We are proud and very eager to represent McLean County in this nationally televised event.

We would like to thank all of the groups and individuals that have supported us for the past two years. Without your support, patriotism and community pride we could not have accomplished bringing our message of UNITED WE STAND to McLean County and now to our Capitol.



## A Parade Salute to World War II Veterans

In Celebration of the Dedication of the World War II Memorial

Parade Date: May 31, 2004 • Washington, D.C.

A Project of the World War II Veterans Parade Task Force and  
Music Celebration International, L.L.C.

[www.worldwar2parade.com](http://www.worldwar2parade.com)

February 6, 2004

Maj. Gen. Milnor Roberts  
(U.S.A. - Ret.)  
President, High Frontier

Priscilla B. Thompson-Roberts  
Co-Founder, WWII Veterans  
Parade Task Force  
Dir., WWII Veterans Committee  
Veterans Liaison

James C. Roberts, President  
WWII Veterans Committee  
American Studies Center  
Radio America

Rear Admiral James C. Carey  
(U.S.N. - Ret.)  
Chairman National Defense  
Committee

C. Kitt Rodkey, Founder  
World War II Veterans  
Parade Task Force

John Best  
President, JM Best  
Entertainment, Inc.  
Parade Producer

Todd Marcocci  
President, Under the Sun  
Productions, Inc.  
Parade Coordinating Producer

John P. Wiscombe  
President, Music Celebrations  
International, L.L.C.  
Tempe, Arizona

Joseph S. Shumard  
Co-Founder, WWII Veterans  
Parade Task Force

Mr. Clayton James  
Fifty American Flags Living Memorial  
#4 Leo Drive  
Bloomington, IL 61701

Dear Mr. James:

**CONGRATULATIONS!** Your organization has been accepted to appear in the "Parade Salute to World War II Veterans" Parade scheduled for May 31, 2004 in our nations capitol, Washington, DC!

We ask that you immediately execute the following procedures to confirm your participation:

- Forward a short letter to our office confirming your appearance.
- Forward a certificate of insurance (General Liability Insurance) listing the following on the Insurance Certificate:

**Description of Operations/vehicles/exclusions added by endorsement**

Parade Salute to World War II Veterans, May 31, 2004

**Certificate Holder**

Parade Salute to World War II Veterans  
Attn: Music Celebrations LLC.  
1440 South Priest Drive, Suite 102  
Tempe, AZ 85281-6905

- Return the two requests either together or separate to:  
World War II Parade  
C/O Under the Sun Productions Inc.  
882 South Matlack Street, Suite 202  
West Chester, PA 19382

Under the Sun Productions, Inc. 882 S. Matlack St. Suite 202 West Chester, PA 19382 (610) 431-1121  
Fax: 610-431-6511 Email: [undersunpr@aol.com](mailto:undersunpr@aol.com)

Chairman Sweeney stated the following: next, we have a special guest. Member Berglund stated the following: as a member of the Economic Development Council, I am pleased to introduce the new Executive Director, Mr. Marty Vanags. Mr. Vanags brings 18 plus years of experience to the EDC. Prior to accepting this position, he served as Executive Director of the Freeport Downtown Development Foundation in Freeport, Illinois. His economic development experience includes working for the Rubloff Development Group in Rockford, Illinois. He has also served as the Executive Director of the Rockford Area Council of 100. Mr. Vanags completed a Master's Degree in Public Administration at Northern Illinois University. His return to McLean County is a homecoming of sorts since he graduated from Illinois State University in May, 1984 with a Bachelor of Science Degree in Political Science. While a student at ISU, Marty worked as an intern at the County Administrator's office under Bam Peterson. Please join me in welcoming Marty Vanags as the new Executive Director of the Economic Development Council. Mr. Vanags stated the following: Members of the County Board and Chairman. I appreciate the few minutes that I have to talk to you today. Sue was right. This is sort of a homecoming. I started out my career as an intern with the McLean County Administrator's office with Bam Peterson and I have remained friends with him all these years as well. His son was in my wedding and I did some consulting work for him at the village around the Lake. As I met with John Zeunik earlier this month, I took a look at some of the pictures of the former County Board Members and I did recognize Paul Segobiano – he was on the County Board back then as well. In terms of Economic Development, I am very excited about being here in McLean County. McLean County has so much to offer. I know that we have done very well without a lot of effort but I think that we don't want to wait until unemployment is high and there are some issues. We want to be proactive about economic development. I expect to be back to you many times with requests for loan funds and other projects and I hope that working with you will be a pleasure on both ends and I know that John and I will be working together very closely. Thank you so much for this opportunity to be here today and thank you for welcoming me back to McLean County.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. No requests were made at this time.

The Consent Agenda read as follows:



1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, April 20, 2004
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of Revised Weight Limit Agreement with Mr. Barry Reeves
    - 2) Request Approval of Letting Results from April 28, 2004 for County Projects
    - 3) Request Approval of Bridge Petition – Old Town Township Non-MFT Culvert
    - 4) Request Approval of Reauthorization of Lewis, Yockey & Brown Land Surveying and Platting Services Agreement
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request Approval of the Application of Steve G. and Litta J. Dennis, in case SU-04-08, Parcel no. (11) 05-31-300-003. They are requesting a Special Use to allow a Single Family Residence in the Agriculture District on Land Undesirable for Agricultural uses on Property which is Located in Danvers Township Immediately Northwest of the Intersection of 2000 North Road and 50 East Road
      - b) Request Approval of the Application of David and Karen Buckles, in Case SU-04-09, Parcel No. (15) 30-22-100-009. They are requesting a Special Use to allow a Single Family Residence in the Agriculture District for the Daughter of a Farm Owner on Property which is Located in Empire Township Immediately South of 500 North Road and Approximately 1 mile west of 2825 East Road

- 2) Subdivision Case:
  - a) Request Approval of the Application of Terry and Gloria Stevens for a Waiver of Preliminary Plan requirements and a one lot final subdivision plat for Buckles Subdivision, File No. S-04-05.  
The property is located in Empire Township Immediately south of 500 North Road (County Highway 40) and approximately one mile west of 2825 East Road

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee:
  - a) Request Approval of an Amended Policy for Acceptable Use of Internet and Electronic Mail Facilities Provided by McLean County – Information Services
  - b) Request Approval of the Purchase of Personal Computers Under State Bid Contract – Information Services
- 2) Finance Committee:
  - a) Request Approval of a Resolution Amending the Fiscal Year 2004 Funded Full-Time Equivalent Positions Resolution for the Recorder's Office – Recorder's Office
  - b) Request Approval of the Engagement of the Law Firm Wessels & Pautsch, P.C., as Policy Counsel Exclusively for Review of Personnel Policy Manual – State's Attorney's Office and County Administrator's Office

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

- 1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:  
Bloomington-Normal Water Reclamation District  
Ken Schroeder  
6 Ridgemont Road  
Normal, IL 61761  
Re-appointed to a three-year term scheduled  
to expire on May 3, 2007

McLean County Board of Review  
Joseph R. Stephens  
1928 Claremont C. Commons  
Normal, IL 61761  
Re-appointed to a two-year term scheduled  
to expire on June 1, 2006

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

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

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

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

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

RESIGNATIONS:  
Saybrook-Arrowsmith Fire Protection District  
Warren J. Bane  
32660 E 1200 N Road  
Arrowsmith, IL 61722

- G. Approval of Resolutions of Congratulations and Commendation

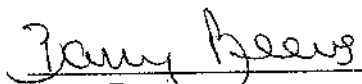
McLEAN COUNTY  
WEIGHT LIMIT AGREEMENT

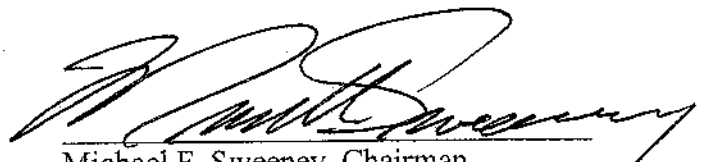
This Agreement entered into this day by and between Barry Reeves, 19083 Meander Way, Bloomington, IL 61704, and McLean County hereby provides for the following:

1. Barry Reeves will pay for one-half (1/2) of the cost of increasing the weight limit on the Towanda-Gridley Road, County Highway 29, from the Interstate 55 Interchange north approximately 2,150 feet to the Reeves' Farm north entrance, from 73,280 pounds to 80,000 pounds for semi trailer loads. The total estimated cost of this work is based on 350 tons of bituminous hot mix binder course at forty-two dollars (\$42.00) per ton for a total of fourteen thousand, seven hundred dollars (\$14,700.00). Barry Reeves' estimated share of the cost for his one half (1/2) of this is Seven-thousand, three hundred fifty dollars (\$7,350.00). The actual amount owed by Barry Reeves to the McLean County Highway Department shall be for 175 tons of bituminous hot mix binder course at the bid price on McLean County Section 03-00071-02-WR.
2. McLean County hereby agrees to designate the Towanda-Gridley Road, County Highway 29, from the Interstate 55 Interchange north approximately 2,150 feet to the Reeve's Farm North Entrance as an 80,000 pound Class III Truck route upon completion of the resurfacing project, Section 03-00071-02-WR and signed accordingly.
3. Payment by Barry Reeves of Seven-thousand, three hundred fifty dollars (\$7,350.00) is due upon his signing of the Agreement. The final amount owed or to be returned by the County shall be due when the bid price is known and the project, Towanda-Gridley Road, County Highway 29, Section 03-00071-02-WR is awarded.
4. McLean County Highway Department shall pay for the balance of the cost of the project.
5. It is mutually agreed that this Agreement shall be null and void should the resurfacing of the Towanda-Gridley Road from the Interstate 55 Interchange north to the Reeves' Farm North Entrance not be completed within three (3) years after the date of this Agreement.

Barry Reeves  
19083 Meander Way  
Bloomington, IL 61704

McLean County Board

  
Barry Reeves

  
Michael F. Sweeney, Chairman  
McLean County Board

Date: 4/27/, 2004

Date: May 18, 2004

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 4, 2004 for a letting held on April 28, 2004 for Two (2) McLean County 2004 MFT Maintenance Sections, and


WHEREAS, the Transportation Committee duly approved the bids on May 4, 2004.

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

**2004 MFT MAINTENANCE SECTION:**

**Rowe Construction Company, A Division of R.A. Cullinan & Son, Inc. Bloomington, Illinois, was the successful bidder on the following sections:**

McLean County .....	Sec. 03-00149-02-RS.....	@ \$ 290,584.20
McLean County .....	Sec. 04-00130-09-RS.....	@ \$ 713,368.52

  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                  ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 18, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of May A.D., 2004.

[SEAL]

  
Peggy Ann Milton  
McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
APRIL 28, 2004 MFT Letting

McLEAN COUNTY  
SEC. 04-00130-09-RS

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	HJEPPEL & CO UNIT PRICE	TOTAL	ROWE UNIT PRICE	TOTAL
Earth Excavation	280	Cu Yd	\$21.10	\$5,486.00	\$9.50	\$2,470.00	\$17.59	\$4,573.40
Fabric for Ground Stabilization	466	Sq Yd	\$1.50	\$699.00	\$1.00	\$466.00	\$1.95	\$908.70
Agg Base Course Ty B 6 inch	466	Sq Yd	\$5.00	\$2,330.00	\$6.50	\$3,029.00	\$6.43	\$2,996.38
Bit Mat's Prime Coat	6,000	Gal	\$2.50	\$15,000.00	\$0.01	\$60.00	\$1.42	\$8,520.00
Aggregate Prime Coat	450	Ton	\$20.00	\$9,000.00	\$0.01	\$4.50	\$8.96	\$4,032.00
Bit Surf Removal Butt-Joint	367	Sq Yd	\$25.00	\$9,175.00	\$7.35	\$2,697.45	\$26.37	\$9,677.79
Temp Ramp	80	Sq Yd	\$16.00	\$1,280.00	\$5.00	\$400.00	\$23.04	\$1,843.20
Bit Mat's Prime Coat	500	Gal	\$2.75	\$1,375.00	\$0.01	\$5.00	\$4.19	\$2,095.00
Incidental Bit Surf	350	Ton	\$90.00	\$31,500.00	\$85.00	\$29,750.00	\$74.63	\$26,120.50
Area Reflective Crack Control	58,483	Sq Yd	\$1.00	\$58,483.00	\$0.67	\$39,183.61	\$0.69	\$40,353.27
Agg Shoulders Type B	4,000	Ton	\$19.00	\$76,000.00	\$16.75	\$67,000.00	\$15.02	\$60,080.00
Agg Base Course Spec 6 inch	466	Sq Yd	\$5.00	\$2,330.00	\$7.50	\$3,495.00	\$6.08	\$2,833.28
Bit Base Cse Super 6 inch	445	Sq Yd	\$14.00	\$6,230.00	\$18.00	\$8,010.00	\$24.90	\$11,080.50
Bit Conc Surf Cse Super "C" N50	5,200	Ton	\$49.00	\$254,800.00	\$43.25	\$224,900.00	\$39.17	\$203,684.00
Bit Conc Blind Cse Super IL 19.0 N50	7,700	Ton	\$42.00	\$323,400.00	\$42.50	\$327,250.00	\$33.06	\$254,562.00
Level Blind MM Super N50	1,950	Ton	\$50.00	\$97,500.00	\$42.00	\$81,900.00	\$41.03	\$80,008.50
				\$894,588.00		\$790,620.56		\$713,368.52
								-20.26%

McLEAN COUNTY  
SEC. 03-00149-02-RS

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	TOTAL
Bit Mat's Prime Coat	1,800	Gal	\$2.50	\$4,500.00	\$2.75	\$4,950.00
Agg Prime Coat	125	Ton	\$20.00	\$2,500.00	\$18.00	\$2,250.00
Bit Surf Removal Butt-Joint	247	Sq Yd	\$25.00	\$6,175.00	\$20.00	\$4,940.00
Temporary Ramps	138	Sq Yd	\$16.00	\$2,208.00	\$20.00	\$2,760.00
Bit Mat's Prime Coat	800	Gal	\$2.75	\$2,200.00	\$2.75	\$2,200.00
Incidental Bit Surf	575	Ton	\$88.00	\$50,600.00	\$100.00	\$57,500.00
Bit Surf Removal Various Depth	291	Sq Yd	\$25.00	\$7,275.00	\$20.00	\$5,820.00
Area Reflective Crack Control	14,922	Sq Yd	\$1.00	\$14,922.00	\$1.10	\$16,414.20
Aggregate Shoulders Type B	950	Ton	\$19.00	\$18,050.00	\$28.00	\$26,600.00
Water Valves to be Adjusted	4	Each	\$250.00	\$1,000.00	\$600.00	\$2,400.00
Manholes to be Adjusted	1	Each	\$300.00	\$300.00	\$600.00	\$600.00
Bit Conc Surf Cse Super "C" N50	1,425	Ton	\$49.00	\$69,825.00	\$46.00	\$65,550.00
Bit Conc Blind Cse Super IL 19.0 N50	1,700	Ton	\$42.00	\$71,400.00	\$43.00	\$73,100.00
Level Blind MM Super N50	500	Ton	\$50.00	\$25,000.00	\$51.00	\$25,500.00
				\$275,955.00		\$290,584.20
						5.30%

# BRIDGE PETITION

## Old Town Road District Section 2004 Old Town Non-MFT Culvert

**TO: McLean County Board**  
% McLean County Clerk  
104 W Front St - Rm 704  
Bloomington, IL 61701

2004 Old Town Township Non-MFT Culvert Drainage Structure, located on 2000E (Tanglewood Road) from 925N to 960N in Old Town Road District.

Ladies and Gentlemen:

Old Town Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the current Illinois Compiled Statutes as amended; construct one drainage structure with approach fills located on the East line of the SE ¼ of Section 29, T23N, R3E of the 3<sup>rd</sup> P.M., in Old Town Road District.


That of the funds appropriated at the November 2003 meeting of the McLean County Board, Ninety Six Thousand Dollars (\$96,000.00) be used as the County's share of the cost of the structure and approach work.

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

Old Town Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be Three Hundred Nine Thousand Dollars (\$309,000.00) total, with the cost divided between Old Town Road District at One Hundred Four Thousand Dollars (\$104,000.00), McLean County at Ninety Six Thousand Dollars (\$96,000.00), and Larry Bielfeldt, developer of Sherwood Lakes Subdivision at One Hundred Nine Thousand Dollars (\$109,000.00) and that the existing structure is inadequate.

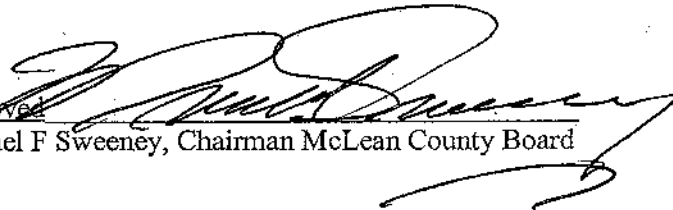
Old Town Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,

  
\_\_\_\_\_  
Phil Reynolds,  
Highway Commissioner,  
Old Town Road District

Approved   
\_\_\_\_\_  
John E Mitchell, County Engineer, McLean County, IL

ATTEST

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

  
\_\_\_\_\_  
Peggy Ann Milton, County Clerk



**PROJECT AGREEMENT**  
**Lewis, Yockey, & Brown Inc.**  
 Consulting Engineers & Land Surveyors

505 N. Main Street  
 Bloomington, IL 61701  
 Phone: (309) 829-2552  
 Fax: (309) 827-6861

222 E. Center Street  
 LeRoy, IL 61752  
 Phone: (309) 962-8151  
 Fax: (309) 962-7503

155 S. Elm Street  
 El Paso, IL 61738  
 Phone: (309) 527-2552  
 Fax: (309) 527-3230

Project No. Various  
 Date April 26, 2004  
 Secured By DPB

**CLIENT INFORMATION**

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR 1, Box 85	FAX NUMBER	662-8038
	Bloomington, IL 61704		
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

**PROJECT DATA**

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client. Control survey work utilizing Global Positioning System (GPS) survey technology will be priced and negotiated on a project request basis for use of this technology.
ANTICIPATED COMPLETION DATE	

**INVOICING INFORMATION**

Fee Basis  \*Current Schedule Attached  not to exceed limit  
 Hourly Rates and Expenses in effect at time services are performed \* \$ \_\_\_\_\_ estimate  
 \_\_\_\_\_ Lump Sum \$ \_\_\_\_\_ including expenses \_\_\_\_\_ plus expenses  
 Other: \_\_\_\_\_

Invoices to be submitted:  Monthly  Upon Completion  Other \_\_\_\_\_

Special Instruction/Information Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

**AUTHORIZATION**

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY: David P. Brown	DATE 04/26/2004	BY: Michael F. Sweeny, Chmn, McLean Co. Bd.	DATE
(Signature)		(Signature)	

# PROJECT AGREEMENT TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

## AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

## COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

## TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

## LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 ½% per month will be added to the Client's account. This is an annual rate of 18%.

## LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

## LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

## AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

## TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations; unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

## REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

## ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
Bloomington, Illinois 61701  
Phone: (309) 829-2552  
Fax: (309) 827-6861

222 East Center Street  
LeRoy, Illinois 61752  
Phone: (309) 962-8151  
Fax: (309) 962-7503

155 South Elm Street  
El Paso, Illinois 61738  
Phone: (309) 527-2552  
Fax: (309) 527-3230

**SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND  
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES**

Effective January 1, 2004

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Principal	\$120.00
Project Manager	\$105.00
Project Engineer	\$ 90.00
Senior Design Engineer	\$ 80.00
Design Engineer	\$ 70.00
Registered Land Surveyor	\$ 95.00
Senior Engineering Technician	\$ 75.00
Engineering Technician	\$ 55.00
Clerical	\$ 40.00
Geologist	\$ 90.00
Resident Engineer	\$ 70.00
Surveyor	\$ 70.00
Party Chief	\$ 60.00
Instrument Man	\$ 50.00
Rodman	\$ 40.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Mylar Reproduction	15.00/each
Wood Stakes/Lath	0.75/unit
Iron Pins	3.00/each
Mileage	0.40/mile
CADD	10.00/hour

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Steve G. and Litta J. Dennis, in case SU-04-08, parcel no. (11) 05-31-300-003. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Section 31, Township 25N, Range 1W, of the 3<sup>rd</sup> P.M.; and is located in Danvers Township immediately northwest of the intersection of 2000 North Road and 50 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 4, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 37 acre property is currently used in part for crop production, in part is wooded and in part is pasture. This property is in part gently sloping, in part hilly and drains to the north. The property has 1,320 feet of frontage on the west side of 50 East Road, an oil and chip road 14 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is a wooded area. The land to the east is in part wooded and in part in crop production. A single family residence is located to the south. The land to the west is in crop in part crop production, in part pasture and in part wooded.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 76 out of 125 points. The site assessment score was 114 out of 175 points. The total LESA score was 190 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are building on an area of the property that is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is in part wooded and has poor soils. Nearby property to the east and west that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is

partially wooded, sloping and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 1,320 feet of frontage on the west side of 50 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicants have obtained an entrance permit from the Danvers Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be unsuitable for farming.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Wheat voted present since he arrived late.

Respectfully submitted this 4<sup>th</sup> day of May 2004, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David and Karen Buckles, in case SU-04-09, parcel no. (15) 30-22-100-009. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is part of Section 22, Township 22N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township immediately south of 500 North Road and approximately 1 mile west of 2825 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 4, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 1.3 acre property is currently in crop production. This property is relatively flat and drains to the southeast. The property has 200 feet of frontage on the south side of 500 North Road (County Highway 40), an asphalt road 28 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is occupied by land in crop production and a single family dwelling. The land to the east and south is used for crop production. The area to the west is occupied by land in crop production and a machine shed.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 120 out of 125 points. The site assessment score was 116 out of 175 points. The total LESA score was 236 points out of 300. A score of 225 points and above means the property is of very value for agricultural land protection.

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

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. One of the applicants is the daughter of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the owners of the agricultural tract from which the proposed lot is set aside is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owners of the agricultural tract from which this property is being set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 200 feet of frontage on the south side of 500 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the County Highway Department.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the daughter of the farm owners.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided the initial occupants are the applicants.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 4<sup>th</sup> day of May 2004, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Buckles Subdivision, File S-04-05

WHEREAS, Terry and Gloria Stevens have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Buckles Subdivision, file number S-04-05, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Terry and Gloria Stevens have subdivided one lot from their farm property in order to build a single family dwelling; and

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

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

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

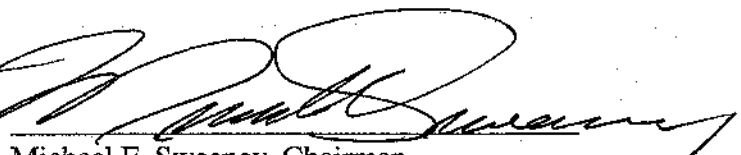
BE IT ORDAINED that the said waiver and final plat for the aforesaid Buckles Subdivision be and hereby are approved.

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

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board



McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-04-05

**1. REFERENCE**

- a. Meeting date: May 6, 2004
- b. Subdividers' names: Terry and Gloria Stevens
- c. Subdivision name: Buckles Subdivision

**2. LOCATION AND, LAND USE AND REQUEST:**

- a. Property location: Immediately south of 500 North Road and approximately one mile west of 2825 East Road
- b. Township: Empire Township
- c. Parcel Numbers: Part of 30-22-100-009
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Buckles Subdivision in order to build a single family dwelling
- f. Existing land use: Crop production

**3. DIMENSIONS & REVIEW:**

- a. Size of Parcel: 1.37 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat – the County has agreed to provide a plat access certificate for the proposed subdivision

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

Respectfully submitted,



Philip Dick, AICP, Director

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

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

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

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


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

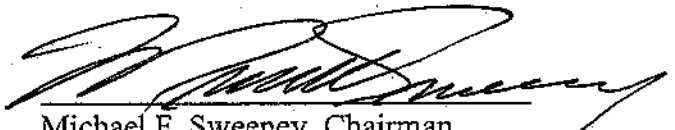
- (1) The Policy Governing the Acceptable Use of Internet and Electronic Mail facilities provided to County offices and departments and to County employees is hereby approved.
- (2) The Director of Information Services is hereby directed to distribute this Policy to all County Offices and Departments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

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Agreement

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Additional Information Required for Access to the Facilities

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

\_\_\_\_\_  
(Example: Nelson,Craig)

Your User ID used to log on to the network

(Example:  
john.smith )

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

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

Thank you -- Information Services

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

1. Purpose

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

2. Definitions

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

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

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

of material, but assumes no liability or responsibility for such material since the County has no control over materials placed on the internet.

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

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

#### 4. Exceptions

- 4.1 The limited use of the internet facilities for personal or charitable purpose during non work hours is permitted provided that permission of the employee's supervisor is obtained and that consumable supplies such as paper goods are provided by the employee.
- 4.2 The limited use of the internet for the preparation and transmission of personal electronic messages to and from members of the employee's immediate family is permitted as long as that use does not disrupt



official use of the resource. McLean County Government does not guarantee privacy of these communications, as they may be read during Information Services ongoing program of monitoring and enforcement.

- 4.3 Access to explicit material may be granted to employees of the Health Department where necessary to conduct business, and to law enforcement agents or officers of the court in the process of conducting an active investigation.
- 4.4 Solicitations or notices of a religious nature or on behalf of any enterprise other than the County, may be posted to the public folders area of the County's e-mail system provided by Information Services for that purpose. [e.g., County Comments, General Information] Information Services reserves the right to withdraw notices that are no longer timely. A posting to the public folders shall be considered e-mail and be governed by this policy as e-mail.
- 5.0 Monitoring
- 5.1 Information Services shall routinely monitor the use of the facilities, including internet and e-mail usage. Any e-mails retained within the County system are Considered County property and should carry no expectation of privacy.
- 5.2 Information Services can and will electronically monitor use of these facilities by viewing materials stored on the County Information Network or any computer in use in County facilities; or by directly viewing activity on the screen as it occurs.
- 5.3 Information Services can and will monitor specific Systems to assist in problem resolution, legal investigations, and to assure compliance with this policy.
- 5.4 Information Services can and will monitor the installation of software onto the County's network devices. All installations must be approved by

Information Services. Information Services reserves the right to prevent unauthorized installations.

5. Enforcement

- 5.1 The Director of Information Services shall report actual and or suspected violations to the elected official or appointed department head responsible for the employee suspected of violating the policy.
- 5.2 Access to the internet and e-mail facilities is considered a privilege. If an employee violates the policy, the employee's supervisor may suspend and or terminate the employees access to the electronic mail and/or internet facilities on the County Information Network.
- 5.3 If Information Services finds an employee who repeatedly violates this policy, or if an employee's activity is deemed harmful to the business of the County, the Director of Information Services may suspend or terminate the employee's access to the electronic mail and internet facilities on the County Information Network. Appeals to reinstate service may be made by the employee's supervisor to the County Administrator.
- 5.4 Violation of this policy may result in disciplinary action, up to and including termination. Violations may also be punishable by fine or imprisonment, or both under other applicable State/Federal rules or laws.
- 5.5 Information Services reserves the right to remove or block suspected spyware, adware, websites, viruses, and software not purchased by the County at any time.



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

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

May 11, 2004

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

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

The primary changes to the policy are:

- Clearly defines all County email and electronic resources as County property. (Section 1.2).
- The term Global communications facility has been replaced by the more commonly understood term 'internet'. (Section 2).
- Provides a clear although non-exhaustive list of unacceptable use (Section 3.7).
- Lists exceptions to the blocking of otherwise unacceptable materials. (Section 4).
- Explains that County Email should carry no expectation of privacy (Section 5.1)
- Expands the County's enforcement capabilities (Section 6).

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

I welcome any questions or comments you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director  
McLean County Information Services



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

May 12, 2004

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Information Services Department to approve the bid award for the purchase of 100 personal computers under the State of Illinois Central Management Services bid award.

Funds for this purchase were appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2004 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Hoseiton  
Don J. Cavallini

District #2  
Matt Sorensen  
Rick Dean

District #3  
Michael F. Sweeney  
Diane R. Bostic

District #4  
Ann Harding  
Duane Moss

District #5  
B.H. "Duffy" Bass  
Sonny Rodgers

District #6  
George J. Gordon  
David W. Setzer

District #7  
P.A. "Sue" Berglund  
Bette Rackauskas

District #8  
Paul R. Segobiano  
Tari Renner

District #9  
Chris Kolapp  
Cathy Ahart

District #10  
Benjamin J. Owens  
Bob Nuckolls



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

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

May 11, 2004

To the Honorable Members of the McLean County Executive Committee:

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

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

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

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

I welcome any questions or comments you may have.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director, McLean County Information Services

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

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

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

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

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

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

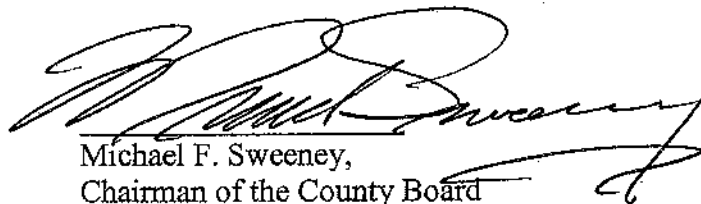
The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator.

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

ATTEST:

APPROVED:

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

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



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

May 12, 2004

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the County Administrator's Office and the State's Attorney's Office to approve the attached Engagement Letter between McLean County and the Law Firm of Wessels & Pautsch, P.C., as Special Counsel to complete a Policy Review of the proposed revisions to the Personnel Policy and Employee Handbook.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

<b>District #1</b> Stan Hoselton Don J. Cavallini	<b>District #3</b> Michael F. Sweeney Diane R. Bostic	<b>District #5</b> B.H. "Duffy" Bass Sonny Rodgers	<b>District #7</b> P.A. "Sue" Berglund Bette Rackauskas	<b>District #9</b> Chris Kalapp Cathy Ahart
<b>District #2</b> Matt Sorensen Rick Dean	<b>District #4</b> Ann Harding Duane Moss	<b>District #6</b> George J. Gordon David "Digger" Sizler	<b>District #8</b> Paul R. Segobiano Tari Renner	<b>District #10</b> Benjamin J. Owens Bob Nuckolls

# WESSELS & PAUTSCH, P.C.

ATTORNEYS AT LAW

Dunham Center  
2035 Foxfield Drive  
St. Charles, Illinois 60174  
Tel: (630) 377-1554  
Fax: (630) 377-1653

ST. CHARLES, ILLINOIS  
MILWAUKEE, WISCONSIN  
CHICAGO, ILLINOIS  
DAVENPORT, IOWA  
MINNEAPOLIS, MINNESOTA  
INDIANAPOLIS, INDIANA

On the Internet at [www.w-p.com](http://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 shareholders<sup>1</sup>. 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. *COUNTY WL*
- 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

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



Terry Lindberg  
McLean County  
April 15, 2004  
Page 2 of 2

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.

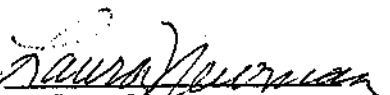
Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event no later than thirty (30) days thereafter. If payments are delayed beyond the due date, we will reserve the right to charge interest at the highest rate permitted by law from the due date 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.

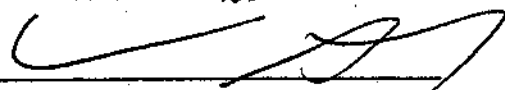
Very truly yours,

WESSELS & PAUTSCH, P.C.

By:   
Laura Newman

THE FOREGOING IS AGREED TO:

By: ~~Terry Lindberg~~  
William Yoder



Date: 4/15/04

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF KEN SCHROEDER  
AS A MEMBER OF THE BLOOMINGTON-NORMAL WATER RECLAMATION  
DISTRICT**

**WHEREAS**, due to the expiration of term of Ken Schroeder as a member of the Bloomington-Normal Water Reclamation District, it is advisable to consider an appointment or reappointment to this position; and,

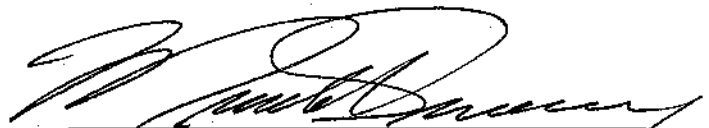
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Ken Schroeder as a member of the Bloomington-Normal Water Reclamation District for a term of three years to expire on May 3, 2007 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Ken Schroeder.

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

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JOSEPH R. STEPHENS  
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

**WHEREAS**, due to the expiration of term of Joseph R. Stephens as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

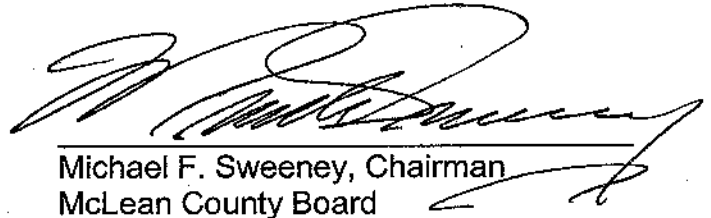
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Joseph R. Stephens as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2006 or until a successor shall have been qualified and appointed.


**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Joseph R. Stephens.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF FLOYD "BUD" CLARK  
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

**WHEREAS**, due to the expiration of term of Floyd "Bud" Clark as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

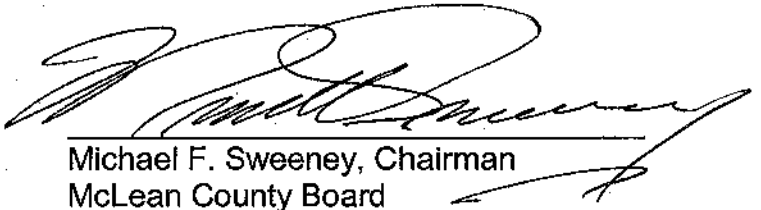
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Floyd "Bud" Clark as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2006 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Floyd "Bud" Clark.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF KURT MOSER  
AS A MEMBER OF THE BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

**WHEREAS**, due to the expiration of term of Kurt Moser as a member of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,


**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kurt Moser as a member of the Bloomington Township Public Water District for a term of five years to expire on May 3, 2009 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Kurt Moser.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF SIDNEY A. SCHAEFER  
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the expiration of term of Sidney A. Schaefer as a member of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

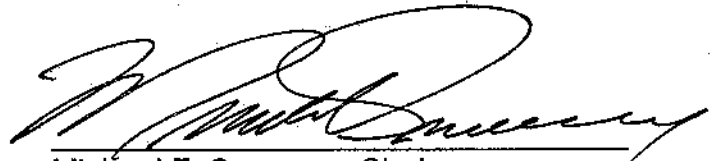
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Sidney A. Schaefer as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on May 31, 2006 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Sidney A. Schaefer.


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

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF JOSEPH A. BANES  
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the expiration of term of Joseph A. Banes as a member of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Joseph A. Banes as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on May 31, 2007 or until a successor shall have been qualified and appointed.

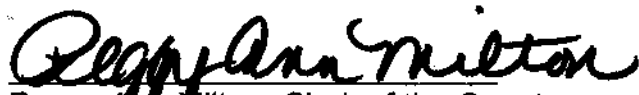
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Joseph A. Banes.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF STEVEN R. STREENZ  
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the expiration of term of Steven R. Streenz as a member of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

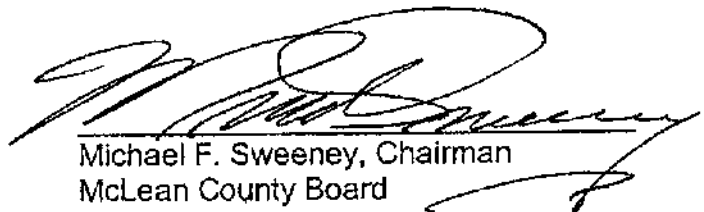
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Steven R. Streenz as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on May 31, 2007 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Steven R. Streenz.

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

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy A. Milton, Clerk of the County  
Board of the County of McLean, Illinois

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



**EXECUTIVE COMMITTEE:**  
Member Sorensen, Vice-Chairman, presented the following:

**McLean County Officials and Employees Ethics  
Ordinance**

**PREAMBLE**

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

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

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

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

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

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

**ARTICLE 1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise in furtherance of the person's official duties.

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

"Prohibited political activity" means:

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

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

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

"Prohibited source" means any person or entity who:

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

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

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

## **ARTICLE 2**

### **PROHIBITED POLITICAL ACTIVITIES**

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

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

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

### **ARTICLE 3**

#### **GIFT BAN**

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

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

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

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



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

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

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

## ARTICLE 4

### ETHICS ADVISOR

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

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

## ARTICLE 5

### ETHICS COMMISSION

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

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

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

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

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

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

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

Section 5-5.

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

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

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

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

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

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

## **ARTICLE 6**

### **PENALTIES**

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

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

## **ARTICLE 7**

### **REPEAL**

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

## **ARTICLE 8**

### **EFFECTIVE DATE**

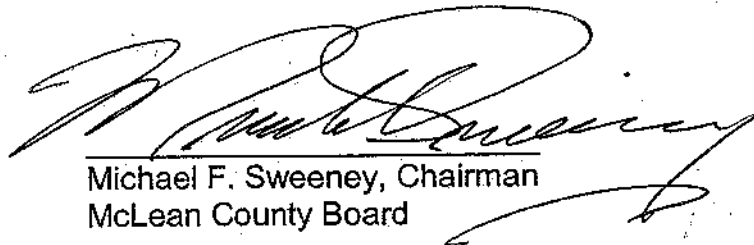
This Ordinance shall be in effect this 18th day of May, 2004.

**ATTEST:**

**APPROVED:**



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Gordon moved the County Board approve a Request for Approval of McLean County Officials and Employees Ethics Ordinance – County Administrator’s Office and State’s Attorney’s Office. Mr. Ruud stated the following: rather than go through the whole thing if I could identify some of the questions that many of you have asked me already and try to address those, then I will be more than happy to answer any other questions. Back in November of last year, the General Assembly enacted legislation, which was signed by the Governor, passing an ethics statute which applied to only State offices. Some additional amendments were made and requirements were added effective December of 2003. One of those requirements was that any and all ethics rules and regulations that apply to State officials and State employees must be adopted by every single local government in the State of Illinois, no later than tomorrow, the close of business, May 19, 2004. There were many questions and concerns. The Governor asked the Attorney General along with some additional State officials to, within three months, prepare a model ordinance that local governments could use along with a summary statement as to what the requirements are. They didn’t answer a lot of questions but they gave us some direction. The direction was: here is the model, re-write it, put McLean County on it, and pass it. That is what you have before you, the Ordinance mandated by State Statute. Some questions have come up but when you look at this, it is not apparent what the answers are. When I was at the Executive Committee meeting last Tuesday, they asked me to address some of the questions and contact the Attorney General who wrote it. It just so happens that the fellow that writes virtually all of the opinions for the Attorney General is a friend of mine and I decided to give him a call. He authored the summary and the Ordinance that you have. I contacted Mike last Wednesday and didn’t hear back from him until late yesterday because he has received hundreds and hundreds of similar phone calls from State’s Attorneys, local officials, local attorneys, and state-wide attorneys. This applies equally. One of the questions was whether this applies to Cook County. This applies to Cook County so you can imagine all of the questions he has received from the Chicago area. We’ve narrowed down some of the issues and I think that the major issue, the major question, deals with what’s on page 32 of your packet. On page 32, you will find, down toward the bottom, the definition of compensated time. Now when you are talking about compensated time, you need to know what that’s about before you can determine whether or not someone has violated the Ethics Ordinance, particularly the prohibited political activity portion of the ordinance. Rather than go through all the definitions of prohibited political activity I am going to refer to it as politicking for the rest of the morning, when you can and when you cannot politic if you are a government official or employee. When you look at compensated time, the first section of that definition deals with rank and file employees, and the second part deals with officers and employees that are 24/7. The first part dealing with employees, if you have a secretary, who works from 8:00 a.m. until 4:30 p.m. and has a one-hour lunch hour, under this definition, this secretary while on company time as an hourly employee cannot politic. Now on her lunch hour, if she leaves County property, she can politic all she wants during her lunch as long as she is not standing physically on any property owned by the County of McLean. That would apply to rank and file. Part two is regarding compensated time of an officer or an employee that has no regular fixed working hours. Sheriff Owens would be an officer who is 24/7. County Board Members are officers who are 24/7. When you woke up this morning, you were a County Board Member and when you go to bed, you are still a County Board Member. What can and can’t you do without violation? Based on my discussions with the Attorney General’s office yesterday this appears to be the answer. If



you are, say a County Board Member, and you are on the premises of the County, a County building, County land, you cannot politic. If you walk in this building in your personal capacity to check your tax bill or whatever, and you happen to run into someone who is running for election, you can't talk about the election and say I will write a letter for you. You can't do it on County property. Now what if you walk out of the building? What if you go to the local coffee shop? If you are not acting in your official capacity as a County Board Member and you go across the street to Shannon's to have coffee and raise money to benefit a candidate, that is perfectly okay. Any time during that 24/7 period that you are a Board Member, off premises, so long as you are not engaged in County Board work, you can politic to your heart's content. However, if you are going to take a tour of the Government Center and you walk across the street to the Government Center, you can not politic if you are engaged in official business. If you are invited to speak to a not-for-profit group, invited to talk to the Young Men's Club, and you are there in official capacity even though you are not on County property you cannot politic. As soon as that speech is over and you go back and sit down you can sign a petition or do whatever you want to so long as at that point in time, you are not engaged in official County business. That is hopefully some direction with respect to what compensated means, that you are an employee or officer on compensated time. Now there are some other interesting features. It has been a time-honored tradition to announce your intention to run for office in front of Abe Lincoln downstairs in the lobby. This can't happen any more if you are a County officer or employee. If you are a County officer or employee, you cannot do that on County property. On the other hand, if you want to announce at Normal City Hall that you are running for County Board Member it is perfectly legal, or at the school gym. Adversely, if you are running for School Board, you cannot announce your intention to run at the pep rally at BHS. You can, however, announce your intention to run for School Board in this room on County property. Mayor Koos can announce his candidacy in Bloomington City Hall and Judy Markowitz can announce her candidacy at Normal City Hall because the Ordinance is site specific. It prohibits what you can and can't do on your own property but it doesn't prohibit what you can do on some other government's property. Everybody likes to politic at pancake breakfasts. If there is a pancake breakfast at the school gym in Heyworth, School Board candidates in Heyworth cannot politic at that pancake breakfast but you can. Since we don't have pancake breakfasts here, you don't have to worry about it but if we did, you couldn't politic on your own property. Chairman Sweeney stated the following: you also wanted to talk about if you are not an elected official and you are not an employee of the County, you could declare your candidacy at the at the County Board. Do you want to talk about that? Mr. Ruud stated the following: if you have an opponent that is a retired computer fellow from State Farm and he decides he would like to run for County Board against you, he can announce in the lobby. He could politic 24/7 but you can't. Member Rackauskas asked: what about your campaign team or manager? Mr. Ruud stated the following: you have got to be careful. This is a really gray area. In the Article "Prohibited Political Activities," Part (a), the second sentence says, "No officer or employee shall intentionally use any property or resources of McLean County in connection with a prohibited political activity." Back to what we use to have as a time honored tradition as announcing in front of Abe Lincoln, traditionally, we would get a courtesy call from the candidate's campaign staff saying to our facilities people would you please bring out the flag, the microphone, and bring the podium down. We can't do that because we are

facilitating the use of County property and resources. The only way that we can handle that is to tell them to bring their own flag and their own equipment. They can use our floor but our facilitating it could be a problem. This is another very gray area that we may have to handle some day. Chairman Sweeney asked the following: do you want to address that the Old Courthouse, where a lot of people go to declare their candidacy, can't be used either? Mr. Ruud stated the following: well, they can but we can't. No County official can use the Courthouse. The County still has an interest in that property. That was what I was directed to address from the Executive Committee. Member Renner stated the following: it seems that the lawmakers in Springfield still don't know what political activity is all about. Member Berglund stated the following: how does that relate to the Republican and Democratic parties in McLean County holding receptions at the Old Courthouse. Mr. Ruud stated the following: that is going to be a problem. I have had questions from Township officials. Again, time honored tradition was to have a Republican caucus at the Town Hall and then later that night or the next day the Democrats. They can't do it. They are going to have to go somewhere else other than Township property. Member Owens stated the following: in regards to "official business," what do we do now when we elect chairmen and vice-chairmen? Basically, before the meeting they can't come to us and say are you still supporting me - is that official business? Mr. Ruud stated the following: again, there is an exception for officers. Nothing in the law prohibits things that are permissible for officers and employees to engage in as part of your official duty or activities that are undertaken by an officer or employee on a voluntary basis, which are not prohibited. I am in Article 2 (d). If it is part of your official duties to elect the chairman then activities associated with that process are permitted until some court tells us otherwise. Member Bostic stated the following: we need to invite Mr. Ruud to our next Property Committee meeting to formulate a plan for the use of these buildings. Mr. Ruud stated the following: I can work with you on that. Member Sorensen stated the following: I just want to make sure that I understand thoroughly a couple of things. First of all, this is a mandate. We really have no option to amend, adjust, or change any of this. We have to act on this by tomorrow. We can express our frustration but it is for naught. We are going to do it anyway. I want to make sure I understand that, while I am absolutely supportive of ethics in government, this muck that was sent to us by Springfield is not applicable to our friends in Springfield. They passed this to local governments but are not holding themselves accountable. Mr. Ruud stated the following: the first thing that happened was they passed the public act that was only for the State officials and employees and then it was re-worked, just like they did with the Gift Ban Act a few years ago, to make it applicable to local governments. It is applicable to State and local. Member Sorensen asked the following: can Jesse White make a campaign visit to the Secretary of State's office on the other side of Bloomington. Mr. Ruud stated the following: no, not unless he is on official business. Member Sorensen stated the following: this is not applicable to employees in the judicial branch of government so none of this is applicable to our own State's Attorney's office, the Public Defenders, or the court system. Mr. Ruud stated the following: therein lies the interesting nature of this because under the Illinois Constitution, the legislature can't tell the judicial branch what to do. They tried it and failed some years ago. This time they did it again and specifically exempted the judicial branch. What does that mean? You have to go to the Illinois Constitution, and the Illinois Constitution defines Judicial State officers as the following: Judges, Circuit

Clerks, State's Attorneys, Public Defenders, Court Services people and all the secretaries and employees of those offices. All those are exempt from the regulations of this Ordinance. Now that doesn't mean that nothing is going to happen but it is going to have to come from the courts. Again, this applies to County officers and employees that are not part of the judicial branch under the Illinois Constitution. Member Sorensen stated the following: I have to tell Members of the Board, I am inclined to suggest that the Board should choose to not act on this and then let the lawsuits begin, but I have a hunch that there are going to be so many lawsuits standing in line for this, we shouldn't waste our money. Mr. Ruud stated the following: Will County challenged it before and got a local judge to rule the Gift Ban Act unconstitutional. The problem was that nobody took it up beyond the Circuit Court so it has set no precedent for any other County in Illinois. Now the rumormongers are suggesting that collar-county areas may seriously look at litigation but I do not know if that is going to happen. Member Bass stated the following: there is no need to vote on this – it is a mandate. Chairman Sweeney stated the following: that is correct. Member Bass stated the following: the second thing is, who is the principal we will go to see to get our paddling? Mr. Ruud stated the following: to violate Article 2, which is the Prohibited Political Activities, is a Class A misdemeanor. Member Gordon stated the following: am I to understand that if, for example, a local organization were to sponsor in mid-October, or want to sponsor a forum featuring all major party and minor party nominees for County office and wanted to hold that someplace like the Museum of History, they couldn't do it there even if all candidates were there and given equal time. Mr. Ruud stated the following: you would have to tell the County people they can't come. It would have to be in a school auditorium or city council room. Member Gordon asked the following: could a representative of a County Board Member running for re-election speak? Mr. Ruud stated the following: yes, I think they could because they are not an employee or officer themselves. Member Sorensen stated the following: Member Rackauskas asked the same question regarding a campaign chairman. Mr. Ruud stated the following: I was addressing how you have to be careful if you do that because if it involves arrangements being made by County officers or officials to facilitate that individual to engage in political activity then our facilities people could violate the act. I'm sorry I wasn't clear. It would be okay but I wouldn't advise it. If they came here, they would be able to speak on behalf of a candidate, but in order to do it properly, with a podium and a flag, we couldn't facilitate that or our facilities people could break this law. Member Rackauskas stated the following: if you wanted to be technical, you could be in a car, or a public bus on a County highway and you are on County property. Mr. Ruud stated the following: the Attorney General brought up that very point because you have Road Commissioners, and their office is their plow, or their truck and they can't politic in their office. Now if they stop for pie at the local diner and that's their break or lunch then they can politic to their hearts content but not in that plow, dump truck, or pickup truck. This will apply to all County property, including the Government Center. Chairman Sweeney stated they would have a roll call vote and the Chairman will vote. Clerk Milton shows the roll call vote as follows: Berglund-yes; Bostic-yes; Cavallini-yes; Dean-yes; Gordon-present; Harding-present; Hoselton-no; Kalapp-present; Moss-present; Nuckolls-yes; O'Connor-no; Owens-no; Rackauskas-no; Renner-yes; Selzer-yes; Sorensen-yes; Ahart-yes; Bass-yes, and Sweeney-yes. Motion carried with eleven voting yes, four voting no, and four voting present.

Member Sorensen, Vice-Chairman, presented the following:

## AGREEMENT FOR DEVNET, INC. SERVICES

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

### Recitals

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

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

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

### ARTICLE 1 - Definitions

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

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

## ARTICLE 2 - Description of Services

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

### Property Tax Assessment

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

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

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

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

**Property Tax Extension**

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

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

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

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

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

### **Tax Sale Redemption**

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

### **Drainage Modules**

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

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

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



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

#### **Miscellaneous Enhancements**

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

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

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

### **ARTICLE 3 - Joint Responsibilities**

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

## ARTICLE 4 - MCLEAN COUNTY Responsibilities

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

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

**Server(s):**

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

**Minimum Server**

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

**Preferred Server**

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

**Workstations:**

**Minimum**

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

**Preferred**

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

**CD Writer:**

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

**Network:**

**Minimum**

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

**Preferred**

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

**Bar Code Reader:**

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

**Document Scanning:**

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

## ARTICLE 5 - Term and Extensions

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

## ARTICLE 6 - Price and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE 9 - Warranty

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

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

## ARTICLE 10 - Indemnification

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

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

#### **ARTICLE 11 – Changes**

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

## **ARTICLE 12- Force Majeure**

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

## **ARTICLE 13- Termination**

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

## ARTICLE 14 - Assignment

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

## ARTICLE 15 - Miscellaneous

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

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

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

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

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

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

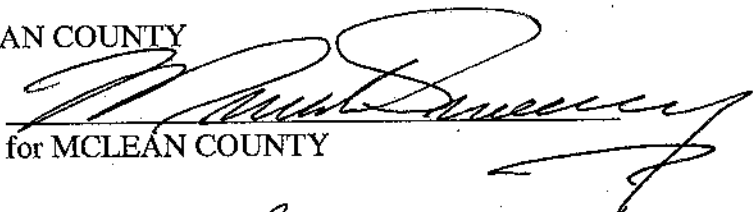


**ARTICLE 16 - Entire Agreement**

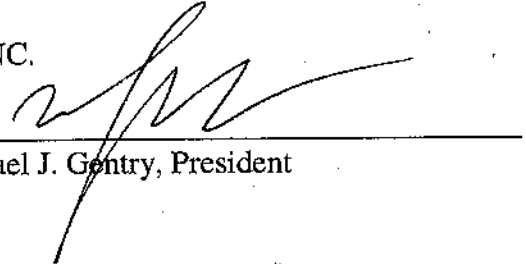
16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties,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

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

MCLEAN COUNTY

By:   
for MCLEAN COUNTY

DEVNET, INC.

By:   
Michael J. Gentry, President

## Exhibit A

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

11. Ability to report on redemptions by starting/ending parcel number range and specific tax sale status code
  
12. Ability to assign a manual check number to a "Paid to Buyer" check from redemption
13. Ability to have the "Reissue Check to Buyer" automatically mark the Original check as "voided"
  
14. Ability to report on taxes billed per mortgage company
  
15. Ability to generate and print a cross-reference report between alpha owner name and tax bill number
  
16. Ability to generate and printer the following reports by township: Parcels w Tax adjustments, Mobile home taxes billed/paid, Real estate taxes billed/paid, YTD Summary of Taxes billed/paid, back tax collections, and penalty/costs paid

Members Sorensen/O'Connor moved the County Board approve a Request for Approval of an Agreement with DevNet, Inc. for Property Tax Administration Software – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: Executive Committee brings Items for Information found on pages 70-93.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, stated the following: the Land Use and Development Committee brings no items for action to the County Board this morning. Our General Report is found on pages 94-97.

**FINANCE COMMITTEE:**  
Member Sorensen, Chairman, presented the following:

**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 as 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 as 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 as 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 as follows:

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

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

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


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

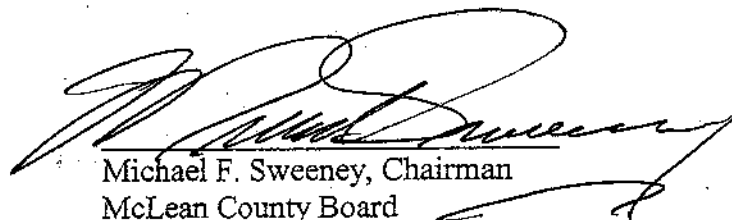
**BE IT FURTHER ORDAINED** that any and all Ordinances previously adopted, which set the salaries for the aforementioned Officials, are hereby rescinded to the extent such Ordinances conflict with this Ordinance. The articles, provisions and sections of this Ordinance shall be deemed to be separable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

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

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

**NINE COUNTY SALARY COMPARISON  
ELECTED OFFICIALS**

Title	Population (Rank)	Sheriff		Treasurer		Clerk		Circuit Clerk		Coroner		Auditor		Recorder	
		4th	3rd	2nd	3rd	3rd	4th	3rd	4th	3rd	4th	3rd	4th		
McLean	150,433 (4)	\$ 68,130	\$ 63,502	\$ 63,502	\$ 63,502	\$ 63,502	\$ 60,245	\$ 60,478	\$ 57,551						
Champaign	179,669 (3)	\$ 73,000	\$ 50,000	\$ 50,700	\$ 51,000	\$ 48,960	\$ 48,960	\$ 48,960	\$ 48,960						
Kankakee	103,833 (9)	\$ 63,103	\$ 46,043	\$ 46,043	\$ 46,043	\$ 46,043	\$ 46,043	\$ 46,043	\$ 46,043						
LaSalle	111,509 (8)	\$ 53,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000						
Macon	114,706 (7)	\$ 66,507	\$ 58,295	\$ 56,324	\$ 58,295	\$ 58,295	\$ 58,295	\$ 58,295	\$ 58,295						
Peoria	183,433 (2)	\$ 79,561	\$ 66,130	\$ 66,130	\$ 65,495	\$ 65,495	\$ 65,495	\$ 65,495	\$ 65,495						
Rock Island	149,374 (5)	\$ 64,400	\$ 54,926	\$ 54,926	\$ 61,800	\$ 61,800	\$ 61,800	\$ 61,800	\$ 61,800						
Sangamon	188,951 (1)	\$ 70,000	\$ 58,800	\$ 62,000	\$ 70,000	\$ 70,000	\$ 61,200	\$ 61,200	\$ 61,200						
Tazewell	128,485 (6)	\$ 58,673	\$ 43,977	\$ 43,977	\$ 43,977	\$ 43,977	\$ 40,120	\$ 42,242	\$ 40,120						

Members Sorensen/Kalapp moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Establishing the Annual Salary of the Circuit Clerk, Coroner, County Auditor, and Recorder. Member Berglund stated the following: I would like to make a Substitute Motion changing the annual percentage increase for the Circuit Clerk's salary from 2.9% to 4% in 2007 and 2008 and changing the annual percentage increase for the County Auditor, County Coroner, and County Recorder from 2.9% to 4% in each year. Member Bostic seconded the Substitute Motion. Member Berglund stated the following: Mr. Chairman, I also have some copies of the Ordinance to pass out. Chairman Sweeney asked the following: is this the same thing that went through the Finance Committee? Member Bostic said yes. Member Owens stated the following: I have thought about this and have talked to some of the Members about it. It showed in the minutes that there are three bands that the various officials are in and the question I have is what was the purpose of these bands if each of the officials get the same percent increase? Why is there a band at all if they are all going to get the same? Why is the Circuit Clerk in one band and the other three are below that? Mr. Zeunik stated the following: in the mid-1970's the County Board established a policy for setting salaries for the elected officials and at that time the Board set individual salaries. Every elected official's salary was different and the Board viewed the elected officials' salaries based on the responsibilities, duties, the size of the office, the number of employees supervised, the budget, and so on. That stayed in effect until around 1996 when the Executive Committee decided to change the way the elected officials' salaries were considered and created what was referred to then as three salary bands for the elected officials. The three salary bands, to some extent, compressed the individual salaries that existed previously. The three salary bands still recognized the duties and responsibilities, size of the office, and also recognize the difference between the Countywide constitutional offices versus the non-constitutional offices. The Executive Committee and the County Board then decided that the Sheriff should still be the highest paid County elected official because of the responsibilities associated with that office, the size of the office, the number of employees supervised, and the like. Then they looked at the three constitutional offices, the Circuit Clerk, the County Treasurer, and the County Clerk, the three offices that are not allowed to be abolished by referendum. They decided that those offices should be in a band together. They view those offices as being somewhat comparable in terms of responsibilities and duties and they are generally referred to as the major County offices. Then they looked at the non-constitutional offices, the County Auditor, County Recorder, and County Coroner. These three offices that can be abolished by referendum are considered the non-constitutional offices or are sometimes referred to as the minor County offices. Those offices were put in a band together. The idea was that the band would separate in terms of levels of responsibility but also separate in terms of distinction between constitutional and non-constitutional offices. The Board at that time determined, depending on what band you were in, that your salary should move in step with the other officers in that band so that the County Clerk, County Treasurer, and Circuit Clerk should all receive the same compensation during their term in office. They should receive the same increase during their term. Likewise the County Auditor, County Recorder, and County Coroner should all receive the same salary during their term in office and should all receive the same increases during their term in office. It was a policy decision. Member Owens stated the following: again, with that I agree totally with what was stated but again from what I've heard it sounds like the Substitute Motion that was made in the Executive Committee

would take care of that because the Circuit Clerk is in one band and will be getting 4% and then the other three would be in the other band at 2.9. I have a small problem with how that 2.9% is derived and I would like clarification on that. Member Sorensen stated the following: the Finance Committee did bring the 4% recommendation, which is now the Substitute Motion on the floor. The 2.9% was derived as a compromise at the Executive Committee meeting to preserve the tiers of the offices. We kept the 4% for the first two years in the Circuit Clerk's office and then the 2.9% was simply a number picked out of the air that we could get enough votes on to pass it through the Executive Committee. Legally, we have to pass something that tells us what the compensation for elected officials will be and we have to do it today so we had to get something through the Executive Committee. Member Selzer stated the following: as just a point of clarification, I think that if you start adjusting the percent within the bands the gap between the bands widens every year. That is why you have to keep the rate, whatever the number is, constant. The bands were set up so there was a differentiation and if you go down the road five, six, seven years the gap will just grow tremendously and that is not what was intended. We intended to keep that gap constant between the three bands. Member Hoselton stated the following: I've looked at this entirely different and my feelings were strictly objective. I agree with Matt, what he says about the 2.9% however at 4%, in four years you are in excess of 16% increase. If you are in your second term, you earn 32%. I look around here, I am probably the only businessman that ever sat down and negotiated contracts and had to make money to pay the payrolls, and it is a different viewpoint entirely. I think you are all entitled to the salary, I just think that 4% is excessive for the taxpayers in the County. The other side of the equation is, some of these officials get \$6,500 from the State of Illinois. One of them, the Recorder, only gets \$3,500. Now in our discussion, that was not even discussed. Member Sorensen stated the following: point of order. Isn't it in fact illegal for us to consider stipend paid by the State? Chairman Sweeney stated the following: I was going to address that. Member Sorensen stated the following: we need to scratch that from this conversation. Chairman Sweeney stated the following: it is already a part of the record. Member Sorensen stated the following: well, we need to make it clear that it is illegal for Members of this Board to consider that when voting on this issue. Member Hoselton stated the following: 4%, any place you go, has been an excessive increase. The reason I went to 2.9% was simply to put it in line. That is all. Obviously we have too many people here that are getting paid from somebody else and they don't worry about the increases but I am still concerned about my taxpayers in District 1. Chairman Sweeney stated the following: we will have a roll call vote on the Substitute Motion and the Chairman will vote. Member Gordon asked the following: if we vote yes on the Substitute Motion, should a majority vote yes on that, have we then brought it to the floor for further discussion or have we adopted it? Chairman Sweeney stated the following: no we are going to put the Substitute Motion as the Main Motion if it passes and then we will vote on it. Clerk Milton shows the roll call vote as follows: Berglund-yes; Bostic-yes; Cavallini-yes; Dean-no; Gordon-yes; Harding-yes; Hoselton-no; Kalapp-yes; Moss-yes; Nuckolls-yes; O'Connor-yes; Owens-no; Rackauskas-yes; Renner-present; Selzer-yes; Sorensen-yes; Ahart-yes; Bass-no, and Sweeney-yes. Motion carried with fourteen voting yes, four voting no, and one voting present. Chairman Sweeney stated the following: now the Substitute Motion will become the Main Motion. Is there any discussion on the Main



Motion? Member Gordon stated the following: I just wanted to point out that at the Executive Committee meeting the question was raised about the raises received by County employees and I believe that I am correct in recalling that we are in line with the raises afforded non-negotiated County employees. I believe the figure Mr. Zeunik stated was a 4.25% average in the last year. So this 4% is in line with that and as an action taken by this governing body then we have a benchmark that we can measure against in terms of whether we are being consistent and I think that we are. Chairman Sweeney stated the following: County employees are at 2.5% and our average merit increase is somewhere around 1.8 –1.9%. Member Gordon stated the following: I would agree with that Mr. Chairman, but we are looking at package and that is package because we are not in a position to give merit. We don't give merit increases to the elected officials so we have to look at the overall picture. That is the point that I am making. Member Hoselton stated the following: I was going to explain as you have so aptly done about the 2.5% and the merit. Clerk Milton shows the roll call vote as follows: Berglund-yes; Bostic-yes; Cavallini-yes; Dean-no; Gordon-yes; Harding-yes; Hoselton-no; Kalapp-yes; Moss-yes; Nuckolls-yes; O'Connor-yes; Owens-no; Rackauskas-yes; Renner-present; Selzer-yes; Sorensen-yes; Ahart-yes; Bass-present, and Sweeney-yes. Motion carried with fourteen voting yes, three voting no, and two voting present.

Member Sorensen, Chairman, presented the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

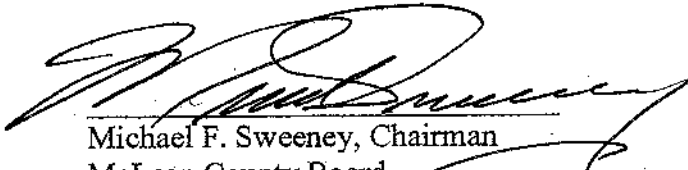
**Section 7. CONTINUING DISCLOSURE UNDERTAKING.** The Chairman is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of Bonds, with such provisions therein as he shall approve,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

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


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

Adopted May 18, 2004.

Approved:

  
Michael F. Sweeney, Chairman  
McLean County Board

Attested:

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

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## LEASE

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

### WITNESSETH:

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

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

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

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

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

TRACT NO. 1

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

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

TRACT NO. 2

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

TRACT NO. 3

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

TRACT NO. 4

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

TRACT NO. 5

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

TRACT NO. 6

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

21-04-339-036

and



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

TRACT NO. 1

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

TRACT NO. 2

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

TRACT NO. 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION II - LEASE OF SITE AND PARKING SITE

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

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

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

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

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

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

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

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

### SECTION III - OPERATION AND MAINTENANCE OF THE COUNTY/CITY BUILDING AND PARKING GARAGE

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

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

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

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

#### SECTION IV – USE OF BUILDING

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

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

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

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

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

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



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

#### SECTION V – NET LEASE – NONCANCELLABLE

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

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

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

#### SECTION VI -- INSURANCE

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

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

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

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

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

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

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

#### **SECTION VII – MISCELLANEOUS**

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

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

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

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

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

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

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

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

Peggy Ann Milton, County Clerk of McLean County,  
or

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

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

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

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

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

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

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

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

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

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

  
Secretary

By:   
Chairman

(AFFIX CORPORATE SEAL)

The County of McLean, Illinois

ATTEST:

Peggy Ann Milton  
County Clerk of McLean  
County, Illinois

By [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

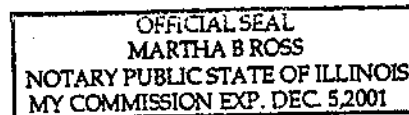
By [Signature]  
Mayor of the City of Bloomington

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 20<sup>th</sup> day of November, 2001.

Martha B. Ross  
Notary Public



(Notarial Seal)

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF MCLEAN     )

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

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

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

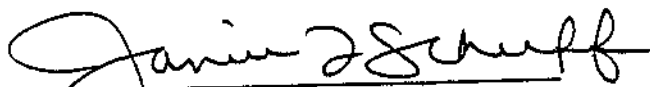
(Notarial Seal)



STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF MCLEAN     )

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

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

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

(Notarial Seal)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

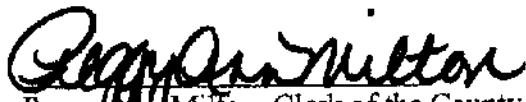
**Section 7. CONTINUING DISCLOSURE UNDERTAKING.** The Chairman is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he shall approve,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

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


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

Adopted May 18, 2004.

Attested:

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

Approved:

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Berglund moved the County Board approve a Requests for Approval of an Ordinances Providing for the Abatement of a Direct Annual Tax Sufficient to Pay the Rent Payable under A Lease Agreement to be Entered into by and between the Public Building Commission of McLean County, Illinois, as Lessor, and the County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, As Lessees – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**McLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION**

**CHAPTER 12 – BUDGET**

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

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

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

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

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

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

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

**12.21 COUNTY SERVICES**

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

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

## **12.22 REVENUE**

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

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

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

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

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

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

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

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

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

## 12.23 FUND BALANCES

### 12.23-1 Fund Balances

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



## **12.24 CONTINGENCY**

### **12.24-1 Contingency**

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

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

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

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

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

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

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

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

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

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

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

## **12.27 PERSONNEL**

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

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

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

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

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

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

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

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

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

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

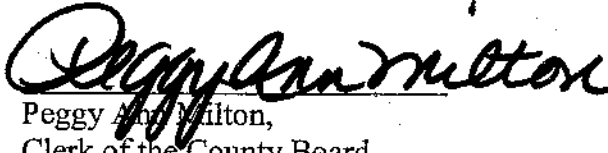
**12.30 EFFECTIVE DATE AND REPEAL**

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

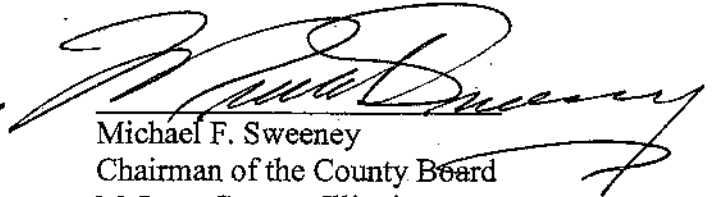
**ADOPTED** by the McLean County Board of McLean County, Illinois this 18<sup>th</sup> day of May 2004.

**ATTEST:**

**APPROVED:**



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



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

**SCHEDULE A**

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

**MONTH/DATE**

**ACTIVITY TO BE COMPLETED**

May 18, 2004

County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2005

May 27, 2004

Department Head Meeting with Administrator - Distribution of Fiscal Year 2005 Budget Manual of Instructions

June 2-4, 2004

Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.

Departments should review the Fiscal Year 2005 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.

**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.

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

New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.

**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**.

MONTH/DATEACTIVITY TO BE COMPLETED

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

July 7, 2004

Department Narrative Description, Program Objectives completed.

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

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

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

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

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

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

July 9, 2004

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

July 14, 2004  
through  
August 20, 2004

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

September 10, 2004

County Administrator advises departments of revenue/expenditure status.

MONTH/DATEACTIVITY TO BE COMPLETED

September 21, 2004

Recommended Fiscal Year 2005 Budget presented to the County Board.

September 22, 2004  
through  
November 5, 2004

Oversight Committees and Executive Committee review the Recommended Budget.

November 9, 2004

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

November 16, 2004

County Board approves and adopts Fiscal Year 2005 Budget.

December 31, 2004

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

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

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of McLean County Revised Code Budget Policy Resolution and attached Schedule A, Calendar for Preparation of the Fiscal Year 2005 Budget, Five Year Capital Improvement Budget, and Recommended Three Year Budget – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:

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 18th day of May, 2004.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney Chairman of the  
McLean County Board



McLean County


Health Department

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

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## Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: April 29, 2004

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

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

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

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

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

Members Sorensen/Berglund moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING and ESTABLISHING  
a NEW SPECIAL REVENUE FUND for  
HOMELAND SECURITY GRANT FUNDS**

WHEREAS, the State of Illinois Terrorism Task Force will be receiving federal homeland security funds that will be distributed to local governments for the purchase of capital equipment and supplies to enhance the capability of local governments to respond to acts of terrorism and weapons of mass destruction incidents; and,

WHEREAS, the State of Illinois Terrorism Task Force has asked that, within each Region in the State, one agency be designated as the recipient and distribution agency for the Homeland Security Grant funds; and,

WHEREAS, the McLean County Sheriff's Department has been designated as the agency to receive and distribute Homeland Security Grant funds to local governments in Livingston County and McLean County; and,

WHEREAS, it is necessary to properly account for the receipt and disbursement of the Homeland Security Grant funds in accordance with the guidelines established in OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and,

WHEREAS, the McLean County Sheriff and the County Administrator have recommended to the Finance Committee that a new Special Revenue Fund be established in order to properly account for the receipt and disbursement of the Homeland Security Grant funds; and,

WHEREAS, the Finance Committee, at a special meeting on Tuesday, May 18, 2004, recommended to the County Board that a new Special Revenue Fund be established in order to properly account for the receipt and disbursement of the Homeland Security Grant funds; now, therefore,

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

- (1) That the McLean County Board hereby establishes a new Special Revenue Fund to properly account for the receipt and disbursement of the Homeland Security Grant funds that will be distributed to local governments for the purchase of capital equipment and supplies to enhance the capability of local governments to respond to acts of terrorism and weapons of mass destruction incidents.

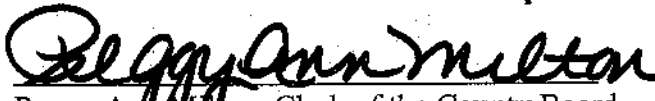
(2)

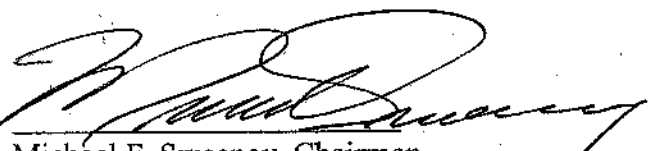
- (2) That the County Treasurer and the County Auditor are hereby authorized and directed to establish a new Special Revenue Fund, the Homeland Security Grant fund.
- (3) That the County Clerk is hereby directed to forward a certified copy of this Resolution to the County Treasurer, County Auditor, the McLean County Sheriff, and the County Administrator's Office.

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

May 5, 2004

TO: John Zeunik, County Administrator  
FROM: Sheriff David Owens  
SUBJ: HOMELAND SECURITY ACCOUNT

As a representative of Homeland Security Region 11, I would respectfully request permission from the McLean County Board to open a Homeland Security Grant Account to funnel in excess of \$500,000.00 in Federal dollars. This money will be used to purchase equipment for Region 11 to enhance our capability to respond to weapons of mass destruction incidents.

The Illinois Terrorism Task Force has asked that each Region have only one collecting point for Grant money. Fire Chief Ranney, from the Bloomington Fire Department, and I both believe that McLean County Government would be the best mechanism for that.

By establishing this separate account, we will be able to keep the Federal dollars separate from local monies and would have a clearer accounting trail of expenditures.

If you have any questions or need more information, please give me a call.

Sincerely,

David Owens  
Sheriff

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving and Establishing a New Special Revenue Fund for Homeland Security Grant Funds – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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

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

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

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

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

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

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

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

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

(2)


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

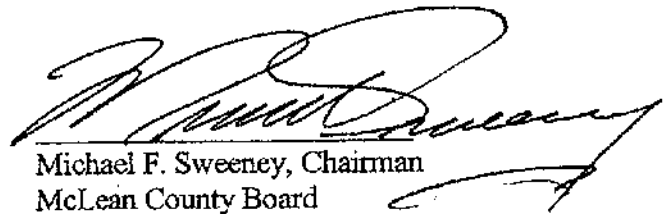
(3) That the County Clerk shall provide a certified copy of this Ordinance to the County Recorder, County Auditor, County Treasurer, and County Administrator.

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

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for 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 – Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Sorensen, Chairman, presented the following:

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

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

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

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

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

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

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

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

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

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

- (2) The Chairman of each of the regular Standing Oversight Committees of the Board, and each at-large Member of the Executive Committee of the County Board, as established by *The Rules of the McLean County Board* as adopted, and the Vice Chairman of the County Board shall receive an annual salary of \$5,000.00. Any Chairman of each of the regular Standing Oversight Committees of the Board, and any at-large Member of the Executive Committee of the County Board, as established by *The Rules of the McLean County Board* as adopted, and any Vice Chairman of the County Board whose term begins on or after the first Monday in December, 2004 shall receive an annual salary of \$5,000.00, effective January 1, 2005, an annual salary of \$5,000.00, effective January 1, 2006, an annual salary of \$5,125.00, effective January 1, 2007, and an annual salary of \$5,253.00 effective January 1, 2008.
- (3) The Chairman of the County Board shall receive an annual salary of \$8,500.00. Any chairman of the County Board whose term begins on or after the first Monday in December, 2004 shall receive an annual salary of \$8,500.00, effective January 1, 2005, an annual salary of \$8,500.00, effective January 1, 2006, an annual salary of \$8,713.00, effective January 1, 2007, and an annual salary of \$8,930.00 effective January 1, 2008.

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

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

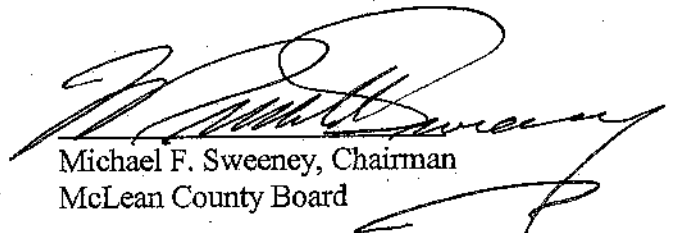
ADOPTED by the McLean County Board this 18th day of May, 2004.

ATTEST:

APPROVED:



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



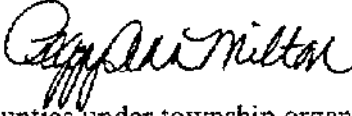
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Setting the Salaries of the Members of the McLean County Board – Option B – Increase to be Effective as of January 1, 2007. Member Gordon stated the following: I missed something here and I apologize. It seems to me that what is on pages 150 and 151 reads similarly as far as the effective date as what appears on pages 148 and 149. It isn't identical but I understood that this was going to take effect only after the election cycle in November 2006. Member Sorensen stated the following: the Ordinance has to cover all four years of the term so the effective date is in fact the same but what you will notice is the numbers are different beginning in 2007. Is that correct Mr. Zeunik? Mr. Zeunik stated the following: at the bottom of page 150, any Member whose term begins on or after the first Monday in December, 2004, shall receive an annual salary of \$4,000.000, effective January 1, 2005, an annual salary of \$4,000.00 effective January 1, 2006, an annual salary of \$4,100.00, effective January 1, 2007 which is when the 2.5% would take effect This is with the assumption being that the ten Board Members that run in 2006 would adopt a similar ordinance in May preceding that election so that all 20 Board Members would be at the same rate of pay come January 2007. Clerk Milton shows all Members present voting in favor of the Motion except Member Owens who voted no and Member Renner who voted present. Motion carried.

Member Sorensen, Chairman, presented the following:



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: May 18, 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.

Enclosed please find a Certified List of Candidates for Election Judges submitted by the respective Chairmen of the Democratic and Republican Central Committees. 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.

Enclosures

*"We look forward to serving you."*

STATE OF ILLINOIS

COUNTY OF McLEAN

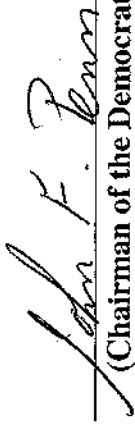
CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES - DEMOCRATIC PARTY

TO THE COUNTY BOARD:

The following-named persons are hereby submitted by the undersigned Chairman of the Democratic Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on May 18, 2004 for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been prepared by me in compliance with the law.

Dated this 27 day of April, 2004

  
(Chairman of the Democratic Central Committee)

I certify that said party is entitled to the number of Election Judges in each precinct as specified, and the selection of these candidates has been made by the McLean County Board on May 18, 2004.

Dated \_\_\_\_\_, 2004

\_\_\_\_\_  
(Chairman of the Board)

ATTEST

\_\_\_\_\_  
(McLean County Clerk)

# Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Allin 01</b>						
Allin 01	1	Evans	Nancy Ann	410 W North St	Stanford 61774	309-379-4711
Allin 01	2	Mehl	Harry Lyle	645 E 1200 North Rd	Stanford 61774	309-392-2349
<b>Anchor 01</b>						
Anchor 01	1	Klintworth	Marsha Jolene	309 Second St	Anchor 61720	309-723-3101
<b>Arrowsmith 01</b>						
Arrowsmith 01	1	Mosier	Clara	108 E Grant St	Arrowsmith 61722	309-727-1226
<b>Bellflower 01</b>						
Bellflower 01	1	Grussing	Wilma J	510 W Center St	Bellflower 61724	309-722-3417
<b>Bloomington 01</b>						
Bloomington 01						
<b>Bloomington 02</b>						
Bloomington 02	1	Clemons	Julieann	16124 Raintree Rd	Bloomington 61704	309-829-6271
Bloomington 02	2	Fornicola-Jones	Victoria	15974 Dorado Rd	Bloomington 61704	309-827-2796
Bloomington 02	4	Clemons	Samantha L	16124 Raintree Rd	Bloomington 61704	309-829-6271
Bloomington 02	5	Gross	Dorothy B	505 Woodrig Rd	Bloomington 61704	309-829-1531
<b>Bloomington 03</b>						
Bloomington 03						
<b>Bloomington 04</b>						
Bloomington 04	1	Brittin	Lilinda F	116 Washburn St	Bloomington 61704	309-827-4806
Bloomington 04	2	Armstrong	Grethe E	2009 Bert St	Bloomington 61704	309-827-4558
Bloomington 04	3	Smith	William B	2201 Bert St	Bloomington 61704	309-829-1565
<b>Blue Mound 01</b>						
Blue Mound 01	1	Kerber	Isabelle Ann	16302 N 2500 East Rd	Cooksville 61730	309-725-3354
Blue Mound 01	2	Sutter	Mary Louise	15787 N 2600 East Rd	Cooksville 61730	309-725-3559
<b>Cheney's Grove 01</b>						
Cheney's Grove 01	1	Gallo	Dorothy	105 S Washington St	Saybrook 61770	309-530-3895
Cheney's Grove 01	2	Coile	Deborah L	1006 Courtland St	Saybrook 61770	309-475-2318
<b>Chenoa 01</b>						
Chenoa 01	1	Thomas	Roberta Ann	622 Mason St	Chenoa 61726	815-945-7285
Chenoa 01	2	Geigner	Josephine A	702 Sheridan St	Chenoa 61726	815-945-7881
Chenoa 01	3	Kelleher	Sharon R	604 Mason St	Chenoa 61726	815-945-7057
Chenoa 01	4	Harrison	Juanita	510 Spruce St	Chenoa 61726	815-945-7449

## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Chenoa 02</b>						
Chenoa 02	1	Hill	Clint D	31153 Center St	Chenoa 61726	309-747-3245
<b>Cropsey 01</b>						
Cropsey 01	1	Putnam	Paula L	39812 E 2250 North Rd	Cropsey 61731	309-377-2251
Cropsey 01	2	Gomez	Pamela L	39091 E 2250 North Rd	Cropsey 61731	309-377-9919
Cropsey 01	3	Brucker	Charlotte J	40333 E 2250 North Rd	Cropsey 61731	309-377-2047
<b>Dale 01</b>						
Dale 01						
<b>Danvers 01</b>						
Danvers 01	1	Estes	Norma Jean	501 E Main St	Danvers 61732	309-963-4961
Danvers 01	2	Kaufman	Carolyn M	846 Old Peoria Rd	Danvers 61732	309-963-4594
Danvers 01	3	Eich	Nancy	17097 N 150 East Rd	Danvers 61732	309-963-5512
Danvers 01	4	Goujon	Teresa L	20241 N 250 East Rd	Danvers 61732	309-963-2020
Danvers 01	5	Schmitt	Laura A	18858 Tomahawk Trail	Danvers 61732	309-963-4827
Danvers 01	6	Cravens	Kathy L	56 Boon Ct	Danvers 61732	309-963-4759
Danvers 01	7	Clem	Jack	1712 Briarwood Ave	Danvers 61732	309-963-4570
Danvers 01	8	Boswell	Leslie M	407 E Columbia St	Danvers 61732	309-963-3904
<b>Dawson 01</b>						
Dawson 01	1	Adams	Margaret Ruth	207 E School St	Ellsworth 61737	309-724-8087
Dawson 01	2	Brent	Harvey D	307 N Main St	Ellsworth 61737	309-724-8238
<b>Downs 01</b>						
Downs 01	1	Madden	William L	105 N Seminary Ave	Downs 61736	309-378-4282
Downs 01	2	Turner	Pauline I	103 W Main St	Downs 61736	309-378-1521
Downs 01	3	Stockle	Christie Lyn	101 N Seminary Ave	Downs 61736	309-378-3023
Downs 01	4	Myszka	Elizabeth	7095 Shaffer Dr	Downs 61736	217-581-5029
Downs 01	5	Mc Manus	Marietta	304 N Woodlawn Ave	Downs 61736	309-378-4098
<b>Dry Grove 01</b>						
Dry Grove 01	1	Litherland	Elizabeth A	3548 W Ziebarth Rd	Normal 61761	309-376-1212
Dry Grove 01	2	Schwoerer	Evelyn Jean	3925 W Ziebarth Rd	Bloomington 61704	309-376-7811
Dry Grove 01	3	Sheppelman	Anna Mae	14715 Aquarius Dr	Bloomington 61704	309-963-5667
Dry Grove 01	4	Petersen	Robin E	9122 Polaris Dr	Bloomington 61704	309-963-6388
Dry Grove 01	5	Puzauskas	John A	14080 Rhodes Rd	Bloomington 61704	309-828-6089
Dry Grove 01	6	Jacobs	Stacy M	8574 Carriage Hills Rd	Bloomington 61704	309-963-4644
<b>Empire 01</b>						
Empire 01	1	Yount	Eleanor Ann	111 W North St	Le Roy 61752	309-962-3501
Empire 01	2	Litherland	Brandy L	802 N Barnett St	Le Roy 61752	309-962-3606
Empire 01	3	Marshall	Dale A	902 N Mill St	Le Roy 61752	309-826-0388

\*Denotes 2004 High School Senior

## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Empire 02</b>						
Empire 02	1	Conn	Lloyd J	201 W Center St	Le Roy 61752	309-962-6121
Empire 02	2	Rogers	Tina M	506 S Buck St	Le Roy 61752	309-962-2456
<b>Empire 03</b>						
Empire 03	1	Dean	Martha E	900 E Pine St	Le Roy 61752	309-962-3791
Empire 03	2	Builta	Doris Dean	608 E Center St	Le Roy 61752	309-962-9051
Empire 03	3	Steege	Larry Gene	207 Gilmore Ave	Le Roy 61752	309-962-4461
<b>Funk's Grove 01</b>						
Funk's Grove 01	1	Koons	Mary Ann	10589 Timber Creek	Shirley 61772	309-827-6680
<b>Gridley 01</b>						
Gridley 01	1	Hayes	Gerald Thomas	108 E Eighth St	Gridley 61744	309-747-2670
Gridley 01	2	Hayes	Joseph F	101 E Tenth St	Gridley 61744	309-747-2267
Gridley 01	3	Hayes	Judith A	108 E Eighth St	Gridley 61744	309-747-2670
Gridley 01	4	Sax	John A	209 E Seventh St	Gridley 61744	309-747-2829
Gridley 01	5*	Lyons	Whitney	212 E Eighth St	Gridley 61744	309-747-2975
<b>Gridley 02</b>						
Gridley 02	1	Ferguson	Mary L	511 N Center St	Gridley 61744	309-747-2265
Gridley 02	2	Rinkenberger	Pearl Anna	111 Hillcrest Dr	Gridley 61744	309-747-2200
Gridley 02	3	Willey	Cara	18613 Kappa Rd	Lexington 61753	309-747-2103
Gridley 02	4*	Gaddy	Kristina	26009 N 1925 East Rd	Gridley 61744	309-747-2917
Gridley 02	5	Stokes	Leo C	117 Boulder Dr	Gridley 61744	309-747-2045
Gridley 02	6	Stokes	Susan T	117 Boulder Dr	Gridley 61744	309-747-2045
Gridley 02	7	Whipple	Carolyn J	5 Pebble Cir	Gridley 61744	309-747-2220
<b>Hudson 01</b>						
Hudson 01	1	Downen	Shirley A	25265 State 251 Hwy	Hudson 61748	309-726-1194
Hudson 01	2	Hospelhorn	Claudia A	25497 N 1350 East Rd	Hudson 61748	309-726-2008
<b>Hudson 02</b>						
Hudson 02	1	Leichtenberg	Jessica	307 S Broadway	Hudson 61748	309-726-1429
Hudson 02	2	Krutke	Cassalyn J	503 N East St	Hudson 61748	309-726-1790
Hudson 02	3	Beal	Lorraine	20628 N 1700 East Rd	Hudson 61748	309-531-4113
Hudson 02	4	Beal	Roy	20628 N 1700 East Rd	Hudson 61748	309-531-4111
<b>Lawndale 01</b>						
Lawndale 01	1	Hurt	Linda L	30295 E 2150 North Rd	Hudson 61748	309-723-4471
<b>Lexington 01</b>						
Lexington 01	1	Dean	Thomas E	406 N Pine St	Lexington 61753	309-365-8481
Lexington 01	2	Ballantini	Betty Jo	308 E North St	Lexington 61753	309-365-5681
Lexington 01	3	Ballantini	Robert J	308 E North St	Lexington 61753	309-365-5681
Lexington 01	4	Thomas	Joyce K	115 Hilton Dr 150	Lexington 61753	309-365-8026

\*Denotes 2004 High School Senior



## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
Lexington 01	5	Friedmansky	Verna L	110 Kenneth Dr	Lexington 61753	309-365-8081
Lexington 01	6*	Baucum	Desirae	205 N East St	Lexington 61753	309-365-7174
Lexington 01	7	Friedmansky Jr	Peter	110 Kenneth Dr	Lexington 61753	309-365-8081
<b>Lexington 02</b>						
Lexington 02	1	Yeagle	Dolores C	19 Gregory Ln	Lexington 61753	309-365-3141
Lexington 02	2	Atkins	Tressie M	302 E Chestnut St	Lexington 61753	309-365-3271
Lexington 02	3	Johnson	Rachel R	15 Gregory Ln	Lexington 61753	309-365-8063
Lexington 02	4*	Schuler	Mark A	109 Melissa Dr	Lexington 61753	309-365-8508
<b>Martin 01</b>						
Martin 01	1	Dill	Shirley	206 N Grove St	Colfax 61728	309-723-6422
Martin 01	2	Milton	Mary Ann Martha	310 Harrison St	Colfax 61728	309-723-3341
Martin 01	3	Jackson	Claudine E	106 N Grove St	Colfax 61728	309-825-5374
Martin 01	4	Fornicola	Robin C	32841 Mc Clure Rd	Colfax 61728	309-723-6265
Martin 01	5	White	Nichole	30747 E 1900 North Rd	Colfax 61728	309-725-3382
Martin 01	6	Stauffer	Meribeth	107 E North St	Colfax 61728	309-723-5871
Martin 01	7*	Armstrong	Kara June	415 Sunset Dr	Colfax 61728	309-723-3026
Martin 01	8*	Messamore	Nicole	404 N Center St	Colfax 61728	309-723-6235
<b>Money Creek 01</b>						
Money Creek 01	1	Freed	Clarence Le Roy	25674 N 2225 East Rd	Lexington 61753	309-365-7013
<b>Mt Hope 01</b>						
Mt Hope 01	1	Nevius	Betty E	113 W Charles St	Mc Lean 61754	309-874-2934
Mt Hope 01	2	Stubblefield	Jean R	4551 N 500 East Rd	Mc Lean 61754	309-874-2568
Mt Hope 01	3	Bateman	Kayla J	106 S Moore St	Mc Lean 61754	309-874-2808
Mt Hope 01	4	Mc Guire	Doug	208 W Spencer St	Mc Lean 61754	309-874-2439
<b>Normal 01</b>						
Normal 01	1	Fitch	Elsie	5 Striegel Ct	Normal 61761	309-452-0488
Normal 01	2	Lacy	Richard D	1003 Howard St	Normal 61761	309-452-4309
<b>Normal 02</b>						
Normal 02	1	Carlson	Joan	1108 S Fell Ave	Normal 61761	309-452-9516
<b>Normal 03</b>						
Normal 03	1	Gordon	Myra R	2 Kent Dr	Normal 61761	309-452-8530
Normal 03	2	Teubel	William	800 Smith Dr	Normal 61761	309-862-2252
<b>Normal 04</b>						
Normal 04	1	Mayol	Norma J	16 Ardith Dr	Normal 61761	309-452-5952
Normal 04	2	Sutter	Nora K	18 Hawthorne Dr	Normal 61761	309-452-2701
Normal 04	3	Silvey	Mary Isadora	16 Donna Dr	Normal 61761	309-452-3091
Normal 04	4	Mc Donald	Joseph	1405 E Vernon Ave, Apt 30	Normal 61761	309-862-1693

\*Denotes 2004 High School Senior

## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Normal 05</b>						
Normal 05	1	Blackley	Marguerite S	105 S Towanda Ave	Normal 61761	309-454-1134
Normal 05	2	Rozanski	Eugene R	107 Riss Dr	Normal 61761	309-454-1708
Normal 05	3	Kalmes	Laura E	110 Doud Dr	Normal 61761	309-452-5028
Normal 05	4	Starr	Bridget M	1313 Schroeder Dr	Normal 61761	309-454-1428
Normal 05	5	Lamlein	Helen C	103 Doud Ct	Normal 61761	309-452-9703
<b>Normal 06</b>						
Normal 06	1	Mardis	Alvin Lee	100 Grandview Dr	Normal 61761	309-452-1406
<b>Normal 07</b>						
Normal 07	1	Knitter	Eva Marie	907 Karin Dr	Normal 61761	309-452-6772
Normal 07	2	Kober	Dorothy Katheryn	209 E Phoenix Ave	Normal 61761	309-452-1779
Normal 07	3	Turner	Margaret A	1220 George Dr	Normal 61761	309-452-5078
Normal 07	4	Baldoni	Nancy L	308 S Oak St	Normal 61761	309-452-8574
Normal 07	5	Krippenstapel	George W	304 S Linden St	Normal 61761	309-452-7672
Normal 07	6	Oesch	Ruth Ann	807 Karin Dr	Normal 61761	309-452-2942
Normal 07	7	Beck	Margaret C	117 N Blair Dr	Normal 61761	309-888-4150
Normal 07	8	Siebert	Dorothy	208 S Oak St	Normal 61761	309-452-3526
<b>Normal 08</b>						
Normal 08						
<b>Normal 09</b>						
Normal 09	1	Kiesewetter	Zona M	819 Osage St	Normal 61761	309-452-4889
<b>Normal 10</b>						
Normal 10						
<b>Normal 11</b>						
Normal 11	1	Runge	Lois	805 Richland Ave	Normal 61761	309-452-8984
<b>Normal 12</b>						
Normal 12	1	Miller	Anna B	711 S Cottage Ave	Normal 61761	309-452-7285
Normal 12	2	Miller	D Paul	711 S Cottage Ave	Normal 61761	309-452-7285
Normal 12	3	Seiz	Melodee E	201 S Parkside Rd	Normal 61761	309-452-6633
Normal 12	4	Dodson	James Ray	101 Sandra Ln	Normal 61761	309-454-2855
Normal 12	5	Dodson	Diane L	101 Sandra Ln	Normal 61761	309-454-2855
Normal 12	6	Workman	Richard Ward	1902 Widernere Dr	Normal 61761	309-452-3791
Normal 12	7	Marsaglia	Rose	1705 W College Ave	Normal 61761	309-766-4687
<b>Normal 13</b>						
Normal 13	1	Hufeld	Sheila M	1711 King Dr	Normal 61761	309-452-0749
Normal 13	2	Sherman	Ronald Evart	1701 Cook Dr	Normal 61761	309-452-3786
Normal 13	3	La Porte	Robert	315 N Cottage	Normal 61761	309-862-3050

\*Denotes 2004 High School Senior

## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Normal 14</b>						
Normal 14	1	Yockey	Carolyn L	508 Normal Ave	Normal 61761	309-452-3936
Normal 14	2	Stout	Lawrence Neff	602 Normal Ave	Normal 61761	309-888-2704
Normal 14	3	Anderson	Harriet Diane	207 Gregory St	Normal 61761	309-452-5856
<b>Normal 15</b>						
Normal 15	1	Benscoter	Mary Ellen	503 Tilden Pl	Normal 61761	309-452-2687
Normal 15	2	Penn	Helen Jean	502 E Poplar St	Normal 61761	309-452-3225
Normal 15	3	Dann	Jeanne	501 Tilden Pl	Normal 61761	309-452-3518
Normal 15	4	Kilduff	Ryan A	409 E Cherry St	Normal 61761	309-451-4539
Normal 15	5	Gannon	Donna	1105 N Linden St	Normal 61761	309-452-5726
Normal 15	6	Penn	Julie S	503 N Oak St	Normal 61761	309-452-1709
Normal 15	7	Kilduff	Carrie Gan	409 E Cherry St	Normal 61761	309-451-4639
Normal 15	8	Mc Cuan	Judith M	105 E Lincoln St	Normal 61761	309-454-2641
Normal 15	9	Chambers	Ryan Alan	501 E Locust St	Normal 61761	309-888-4659
Normal 15	10	Mellott	Carmen J	308 Pine St	Normal 61761	309-454-5586
Normal 15	11	Niswander	Karen Lynn	105 E Lincoln St	Normal 61761	309-862-4240
Normal 15	12	Raycraft	Mauna	703 N Linden St	Normal 61761	309-452-1063
<b>Normal 16</b>						
Normal 16						
<b>Normal 17</b>						
Normal 17	1	Schroeder	Steve	1424 Dillon Dr	Normal 61761	309-452-3121
<b>Normal 18</b>						
Normal 18	1	Ballinger	C Lucille	1725 Hoover Dr	Normal 61761	309-452-7998
Normal 18	2	Beverly	Delories J	3469 Enclave Way	Normal 61761	309-454-3735
Normal 18	3	Mc Intosh	Ricky E	1800 Ft Jesse Rd	Normal 61761	309-454-4462
<b>Normal 19</b>						
Normal 19	1	Elliott	Alva Caprice	1103 Oak Hill St	Normal 61761	309-452-0099
<b>Normal 20</b>						
Normal 20	1	Chissell	Georgene	300 E Shelbourne Dr	Normal 61761	309-452-9533
Normal 20	2	Sparks	Sharon E	1804 Chuck Murray Dr	Normal 61761	
Normal 20	3	Mack	Sharon D	1828 Chuck Murray Dr	Normal 61761	309-888-6611
<b>Normal 21</b>						
Normal 21						
<b>Normal 22</b>						
Normal 22	1	Sokan	Ann M	808 Manchester Rd	Normal 61761	309-452-5966
Normal 22	2	Wren	Winter	23 Norwood Ave	Normal 61761	309-452-9006
Normal 22	3	Dodson	Nelda K	702 Normal Ave	Normal 61761	309-454-4693

## Democratic Judges

05/17/2004

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
Normal 22	4	Zeller	Mary Berdean	800 Normal Ave	Normal 61761	309-451-9156
Normal 22	5	Zeller	William D	800 Normal Ave	Normal 61761	309-451-9156
<b>Normal 23</b>						
Normal 23	1	Craig	Helen B	854 4th St Northmeadow Vlg	Normal 61761	309-454-5654
<b>Normal 24</b>						
Normal 24	1	Lucas	Mary M	1913 Midway Ave	Normal 61761	309-862-1312
Normal 24	2	Rankin	Erik	1715 A Rockingham Dr	Normal 61761	309-212-2102
<b>Normal 25</b>						
Normal 25	1	Ellis	Elizabeth J	709 Clairidge CC Green Ct	Normal 61761	309-451-3254
Normal 25	2	Ellis	Lary W	709 Clairidge CC Green Ct	Normal 61761	309-451-3254
Normal 25	3	Haywood	Alicia Y	603 Whispering Pines CC Ln	Normal 61761	309-268-0641
<b>Normal 26</b>						
Normal 26	1	Kolodzieski	Raymond J Jr	1208 Ironwood CC Dr	Normal 61761	309-452-9038
Normal 26	2	Roberts	Kyle	1115 Ironwood CC Dr	Normal 61761	309-454-9658
<b>Old Town 01</b>						
Old Town 01	1	Oyer	Zachary L	8419 Prairie Trl	Bloomington 61704	309-378-2069
Old Town 01	2	Walker	Cynthia S	8435 N 2300 East Rd	Downs 61736	309-378-2319
Old Town 01	3	Henrichs	Rosalin K	10070 Old Sawmill Rd	Bloomington 61704	309-662-5883
Old Town 01	4	Myszka	Norma M	19693 Nottingham Dr	Downs 61736	309-378-3104
<b>Randolph 01</b>						
Randolph 01	1	Arthington	H Maxine	108 S Vine St	Heyworth 61745	309-473-2743
Randolph 01	2	Bowman	Lois Irene	204 S Walnut St	Heyworth 61745	309-473-2466
<b>Randolph 02</b>						
Randolph 02	1	Donovan	Dorothy Jean	402 Morgan Dr	Heyworth 61745	309-473-3172
Randolph 02	2	Nowlin	Joyce Joann	3245 N 1600 East Rd	Heyworth 61745	309-473-2799
Randolph 02	3	Van Winkle	Thelma Marie	510 E Pease St	Heyworth 61745	309-473-3393
Randolph 02	4	Downer	Georgia M	203 N Poland St	Heyworth 61745	309-473-3688
<b>Randolph 03</b>						
Randolph 03	1	Holder	Janice M	16848 Cheyenne Rd	Heyworth 61745	309-473-9285
<b>Towanda 01</b>						
Towanda 01	1	Sutter	Carolyn Sue	114 Olive St	Towanda 61776	309-728-2149
Towanda 01	2	Corbin	Tammy L	22940 E 1600 North Rd	Merna 61758	309-728-2389
<b>West 01</b>						
West 01	1	Builta-Crider	Anne C	32377 E 750 North Rd	Arrowsmith 61722	309-727-1154
West 01	2	Mc Conkey	Lynne Kay	3159 N 3200 East Rd	Le Roy 61752	309-962-6571
West 01	3	Jiles	Carolyn Hall	33357 E 700 North Rd	Arrowsmith 61722	309-727-1147

05/17/2004

## Democratic Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
West 01	4	Jiles	Louise	1103 N 3250 East Rd	Farmer City 61842	309-928-0375
West 01	5	Stoppkotte	Deborah M	30441 US 150 Hwy	Farmer City 61842	309-928-0375

### White Oak 01

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White Oak 01	1	Hernandez	Gloria F	308 E Washington St	Carlock 61725	309-376-2086
White Oak 01	2	Smith	Marvin E	21254 N 825 East Rd	Carlock 61725	309-376-5491
White Oak 01	4	Starr	Dennis L	21328 N 825 East Rd	Carlock 61725	309-376-2047
White Oak 01	5*	Archer	Megan	2288 E 2250 North Rd	Carlock 61725	309-376-2009

### Yates 01

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Yates 01	1	Miller	Julia M	34131 E 2900 North Rd	Chenoa 61726	309-692-4513
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## Supplemental Democratic List

<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>	<u>Precinct</u>
Bennett	Evelyn	8 Loretta Ln	Bloomington 61704	309-829-9828	City of Bloomington
* Blasingame	Amanda	805 W Monroe St	Bloomington 61701	309-829-7571	City of Bloomington
* Downing	Jamie	911 E Walnut St	Bloomington 61701	309-828-6521	City of Bloomington
Feezor	Stanley R	811 S Mason St	Bloomington 61701	309-828-1019	City of Bloomington
Fisher	Robert W	803 Broadmoor Ave	Bloomington 61701	309-663-9501	City of Bloomington
Gottleaber	Steven	4 Brighton Ct	Bloomington 61704	309-664-0644	City of Bloomington
Gramley	Mark	2104 Parker Ave	Bloomington 61701	309-827-2424	City of Bloomington
* Haberer	Melissa	37 Chatsford Ct	Bloomington 61704	309-662-4699	City of Bloomington
Harness	Gary L	38 Louis Dr	Bloomington 61701	309-828-1338	City of Bloomington
Harness	Karen D	38 Louis Dr	Bloomington 61701	309-828-1338	City of Bloomington
* Heins	Bethany	216 Florence Ave	Bloomington 61701	309-828-0280	City of Bloomington
Homeny	Rachel H	15153 E Olive	Bloomington 61701	309-530-6592	City of Bloomington
* Lininger	Samantha	1404 S Hershey Rd	Bloomington 61704	309-662-2303	City of Bloomington
Marshall	Eric G	3105 Rudder Ln	Bloomington 61704	309-287-7933	City of Bloomington
Naour	Hank	141 Manor Cir	Bloomington 61704	309-662-7712	City of Bloomington
* Ochiltree	Ann	209 Willard	Bloomington 61701	309-828-4738	City of Bloomington
Pilkington	Norma I	1102 W Olive St	Bloomington 61701	309-829-3583	City of Bloomington
* Reu	Allison	2808 Morningside Dr	Bloomington 61704	309-662-6546	City of Bloomington
Sampson	Tina M	4 Willedrob Rd	Bloomington 61701	309-242-0897	City of Bloomington
Sandhu	Navdeep	3408 Windmill Rd	Bloomington 61704	309-663-8738	City of Bloomington
Shaw	Greg M	1104 N Roosevelt Ave	Bloomington 61701	309-557-0974	City of Bloomington
Siva Mc Dade	Jennifer	1104 E Monroe St	Bloomington 61701	309-828-0021	City of Bloomington
Steadman	Mary Louise	102 Lily Ln	Bloomington 61701	309-661-8762	City of Bloomington
Thigpen	Beverly D	3112 Yorkshire Ct	Bloomington 61704	309-662-1902	City of Bloomington
Thigpen	Walter	3112 Yorkshire Ct	Bloomington 61704	309-662-1902	City of Bloomington
Thomas	Brenda	502 E Locust	Bloomington 61701	309-242-0132	City of Bloomington
Thornburgh	Katerina	311 E Locust, Apt 2	Bloomington 61701	e-mail only	City of Bloomington

STATE OF ILLINOIS

COUNTY OF McLEAN


CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES - REPUBLICAN PARTY

TO THE COUNTY BOARD:

The following-named persons are hereby submitted by the undersigned Chairman of the Republican Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on May 18, 2004 for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been prepared by me in compliance with the law.

Dated this 24 day of April, 2004

  
(Chairman of the Republican Central Committee)

I certify that said party is entitled to the number of Election Judges in each precinct as specified, and the selection of these candidates has been made by the McLean County Board on May 18, 2004.

Dated \_\_\_\_\_, 2004

(Chairman of the Board)

ATTEST

(McLean County Clerk)

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Allin 01</b>						
Allin 01	1	Sharp	James O	110 E Boundary Ave	Stanford 61774	309-379-2541
Allin 01	2	Springer	Lisa A	11709 Mc Lean Rd	Minier 61759	309-392-2748
<b>Anchor 01</b>						
Anchor 01	1	Eyer	Gladys Anne	408 East St	Anchor 61720	309-723-6617
Anchor 01	2	Landau	Shirley A	17415 N 4100 East Rd	Anchor 61720	309-723-6349
Anchor 01	3*	Maurer	Rachel	37196 E 1500 North Rd	Saybrook 61770	309-723-4721
<b>Arrowsmith 01</b>						
Arrowsmith 01	1	Wick	Lorene A	34471 E 1100 North Rd	Arrowsmith 61722	309-727-1252
Arrowsmith 01	2	Garlock	Ellen	208 E Grant St	Arrowsmith 61722	309-727-1381
Arrowsmith 01	3	Baker	Hazel M	311 Walnut St	Arrowsmith 61722	309-727-1340
Arrowsmith 01	4	Brooks	Alice Frances	309 N Walnut St	Arrowsmith 61722	309-727-1268
<b>Bellflower 01</b>						
Bellflower 01	1	Noe	Shirley Jean	4239 N 4000 East Rd	Bellflower 61724	309-722-3405
Bellflower 01	2	Wyatt	Nancy F	402 W Center St	Bellflower 61724	309-722-3414
Bellflower 01	3	Sommer	Janice	41679 E 600 North Rd	Foosland 61845	309-722-3232
<b>Bloomington 01</b>						
Bloomington 01						
<b>Bloomington 02</b>						
Bloomington 02	1	Salzman	Lawrence W	308 Woodrig Rd	Bloomington 61704	309-827-0331
Bloomington 02	2	Salzman	Charlotte L	308 Woodrig Rd	Bloomington 61704	309-827-0331
Bloomington 02	3	Wieting	Barbara Ann	3205 Morrissey Dr	Bloomington 61704	309-662-1909
<b>Bloomington 03</b>						
Bloomington 03						
<b>Bloomington 04</b>						
Bloomington 04	1	Bauby	John J	2610 Fox Creek Rd	Bloomington 61704	309-827-3226
<b>Blue Mound 01</b>						
Blue Mound 01	1	Schapmire	Wilma Dean	100 N Weinland Ave	Cooksville 61730	309-725-3382
Blue Mound 01	2	Stoops	Charlotte D	25802 E 1500 North Rd	Cooksville 61730	309-725-3555
Blue Mound 01	3	Mason	Madeline K	RR 1 Box 2A	Cooksville 61730	309-725-3254
Blue Mound 01	4	Stoops	Barbara Ann	28689 E 1500 North Rd	Ellsworth 61737	309-725-3322
<b>Cheney's Grove 01</b>						
Cheney's Grove 01	1	Tipsord	Della G	10406 Feather Ln	Saybrook 61770	309-475-6811
Cheney's Grove 01	2	Tipsord	Bonnie Jean	213 E Jackson St	Saybrook 61770	309-475-2821
Cheney's Grove 01	3	Riblet	Dixie L	114 S Grant St	Saybrook 61770	309-475-6351
Cheney's Grove 01	4	Huth	Patricia A	39177 Huth Hill Rd	Saybrook 61770	309-475-6951
<b>Chenoa 01</b>						
Chenoa 01	1	Skaggs	Karen A	615 Maple St	Chenoa 61726	815-945-4843



## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
Chenoa 01	2	Stokke	Carolee A	522 Cemetery Ave	Chenoa 61726	815-945-7402
Chenoa 01	3	Powell	Ashleigh	909 Lincoln St	Chenoa 61726	815-945-7723
Chenoa 01	4	Ciulla	Teresa M	324 Weir St	Chenoa 61726	815-945-3071
Chenoa 01	5	Brown	Nancy	613 Morningside Dr	Chenoa 61726	815-945-7616
Chenoa 01	6	Jackson	Kathryn Elizabeth	520 S Division St	Chenoa 61726	815-945-7670
Chenoa 01	7	Spoolstra	James H	321 Green St	Chenoa 61726	815-945-7379
Chenoa 01	8	Johnson	Michael E	424 S Division St	Chenoa 61726	815-945-7649
<b>Chenoa 02</b>						
Chenoa 02	1	Krones	Thomas E	429 W Owsley St	Chenoa 61726	815-945-7272
Chenoa 02	2	Hill	Sandra D	31153 Center St	Chenoa 61726	309-747-3245
Chenoa 02	3	Piercy	Richard F	503 Spruce St	Chenoa 61726	815-945-4903
<b>Cropsey 01</b>						
Cropsey 01	1	Helmers	Darlene E	38427 E 2300 North Rd	Cropsey 61731	309-377-3791
Cropsey 01	2	Hall	Lisa L	120 Belle Prairie St	Cropsey 61731	309-377-2023
Cropsey 01	3	Crabtree	Helen E	124 E Belle Prairie St	Cropsey 61731	309-377-2431
<b>Dale 01</b>						
Dale 01	1	Maitland	Teresa Lynn	8302 E 1200 North Rd	Bloomington 61704	309-379-2160
Dale 01	2	Grampp	Sharon Lynn	3608 Grampp Rd	Shirley 61772	309-829-5758
Dale 01	3	Noud	George H	3207 Stringtown Rd	Shirley 61772	309-829-8975
Dale 01	4	Wathen	Deborah Basham	2405 Six Points Rd	Bloomington 61704	309-829-0049
Dale 01	5	Davis	John G	13749 Antler Dr	Bloomington 61704	309-827-4730
Dale 01	6	Bierbaum	John Ryan	8130 E 1000 North Rd	Bloomington 61704	309-379-2294
<b>Danvers 01</b>						
Danvers 01	1	Gillis	Cindy Lou	406 W Exchange St	Danvers 61732	309-963-4464
Danvers 01	2	Bidner	Sandra B	5150 E 2050 North Rd	Carlock 61725	309-963-4950
Danvers 01	3	Willerton	Sue Carol	4076 E 1450 North Rd	Danvers 61732	309-963-4902
Danvers 01	4	Ott	Carolyn Gertrude	404 W Exchange St	Danvers 61732	309-963-4950
Danvers 01	5	Miller	Beverly J	15980 N 300 East Rd	Danvers 61732	309-963-4768
Danvers 01	6	Franz	Ada Jean	209 W Columbia St	Danvers 61732	309-963-4434
Danvers 01	7	Smith	Laci	50 Briarwood Ave	Danvers 61732	309-963-6426
Danvers 01	8	Griswold	Carly	616 E Main St	Danvers 61732	309-963-4244
Danvers 01	9	Yoder	Marjorie Lou	100 S Chatham St	Danvers 61732	309-963-4785
Danvers 01	10	Lemons	Sarah A J	moving	Danvers 61732	309-261-2086
<b>Dawson 01</b>						
Dawson 01	1	Bedell	Donna Jean	29980 E 1050 North Rd	Arrowsmith 61722	309-724-8230
Dawson 01	2	Garlock	Betty Jane	203 S Main St	Ellsworth 61737	309-724-8097
Dawson 01	3	Vaughan	Dorothy M	101 S Jefferson St	Ellsworth 61737	309-724-8277
<b>Downs 01</b>						
Downs 01	1	Bowman	Linda Lee	106 N West St	Downs 61736	309-378-4216
Downs 01	2	Fulks	Dorothy J	309 Kickapoo Rd	Downs 61736	309-378-4343
Downs 01	3	Hood	Ruth E	304 Oak St	Downs 61736	309-378-4294
Downs 01	4	Hinegardner	Gary L	117 S Pintail Ln	Downs 61736	309-378-4660

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Dry Grove 01</b>						
Dry Grove 01	1	Jent	Larry R	14297 Twin Grove Rd	Bloomington 61704	309-963-4521
Dry Grove 01	2	Jent	Loreta	14297 Twin Grove Rd	Bloomington 61704	309-963-4521
Dry Grove 01	3	La Berge	Judy M	14162 Jean Trace	Bloomington 61704	309-963-4816
Dry Grove 01	4	Fahrenkrug	Diane	9444 Orion Dr	Bloomington 61704	309-963-6456
Dry Grove 01	5	Conner	Ray	9421 Appollo Rd	Bloomington 61704	309-963-4544
Dry Grove 01	6	Fahrenkrug	Gregory Ronald	9444 Orion Dr	Bloomington 61704	309-963-6456
Dry Grove 01	7	Chap	Shannon M	9282 Regal Ct	Bloomington 61704	309-827-6155
Dry Grove 01	8	Reinhart	Ruth E	12 Cloverhill Cir	Bloomington 61704	309-829-5964
<b>Empire 01</b>						
Empire 01	1	Provasi	Alfred Louis	203 E Elm St	Le Roy 61752	309-962-5101
Empire 01	2	Benson	Evelyn C	1004 E Washington St	Le Roy 61752	309-962-9759
Empire 01	3	Hillard	Carole Leone	1006 Frances Ave	Le Roy 61752	309-962-7001
Empire 01	4	Moyer	Joyce Kay	2 Crestview Ct	Le Roy 61752	309-962-9133
Empire 01	5	Hart	Peggy L	100 E Washington St	Le Roy 61752	309-962-2296
Empire 01	6	Miller	Richard C	103 W Green St	Le Roy 61752	309-962-8102
Empire 01	7	Wilber	Wendy L	27959 E 800 North Rd	Le Roy 61752	309-724-8646
Empire 01	8	Wood	Patricia	405 E School St	Le Roy 61752	309-962-9044
<b>Empire 02</b>						
Empire 02	1	Harbison	Vicky Joyce	409 Samuel Dr	Le Roy 61752	309-962-9574
Empire 02	2	Stills	Ty L	303 Mockingbird Ln	Le Roy 61752	309-962-4520
Empire 02	3	Stills	Cassidy	603 Sunnyside Ct	Le Roy 61752	309-962-9043
<b>Empire 03</b>						
Empire 03	1	Dennerline	Wanda Kay	27589 US 150 Hwy	Le Roy 61752	309-962-9270
Empire 03	2	Wilcox	Kristin	809 E Center St	Le Roy 61752	309-962-9522
Empire 03	3	Rice	Shirley D	202 N East St	Le Roy 61752	309-962-9671
<b>Funk's Grove 01</b>						
Funk's Grove 01	1	Cameron	Darrell W	2393 N 1100 East Rd	Heyworth 61745	309-874-2668
Funk's Grove 01	2	Olson	Bonnie L	10064 E 550 North Rd	Shirley 61772	309-874-2618
<b>Gridley 01</b>						
Gridley 01	1	Kuntz	Marjorie Ann	101 E Ninth St	Gridley 61744	309-747-2261
Gridley 01	2	Albrecht	Marjorie J	310 Fifth St	Gridley 61744	309-747-2358
Gridley 01	3	Baner	Jonathan M	706 Livingston St, Apt 1	Gridley 61744	309-747-3007
Gridley 01	4	Kiefer	L Scott	31198 N 2180 East St	Gridley 61744	309-747-3065
Gridley 01	5	Kiefer	Larry D	707 Market St	Gridley 61744	309-747-2673
<b>Gridley 02</b>						
Gridley 02	1	Meiss	Deborah S	19256 E 3150 North Rd	Gridley 61744	309-747-2882
Gridley 02	2	Meiss	David L	19256 E 3150 North Rd	Gridley 61744	309-747-2882
Gridley 02	3	Zeller	Christine	112 Hillcrest Dr	Gridley 61744	309-747-2442
Gridley 02	4	Zehr	Loretta E	409 Woodford St	Gridley 61744	309-747-2172
Gridley 02	5	Baner	Donna L	209 W Seventh St	Gridley 61744	309-747-3007
Gridley 02	6	Ringger	Marla K	17805 Kappa Rd	Lexington 61753	309-747-3205

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
Gridley 02	7	Funk	Valerie	19717 E 2900 North Rd	Gridley 61744	309-747-2847
Gridley 02	8	Hauser	Janet Marie	206 W Sixth St	Gridley 61744	309-747-2247
Gridley 02	9	Romersberger	Ronald L	19483 E 3200 North Rd	Gridley 61744	309-747-2962
Gridley 02	10	Burke	Lois	611 McLean	Gridley 61744	309-747-2249
Gridley 02	11	Witzig	Norma L	110 W Tenth St	Gridley 61744	309-747-3119
<b>Hudson 01</b>						
Hudson 01	1	Waller	Lyne S	25520 N 1475 East Rd	Hudson 61748	309-726-1604
Hudson 01	2	Siebert	Robin L	16791 E 2500 North Rd	Hudson 61748	309-726-1405
Hudson 01	3	O'Grady	Jamie A	412 N Mc Lean St	Hudson 61748	309-726-1327
Hudson 01	4	Sutter	Karen R	12464 E 2000 North Rd	Hudson 61748	309-454-4635
Hudson 01	5	Cates	Virginia R	25234 White Owl Ln	Hudson 61748	309-747-3924
<b>Hudson 02</b>						
Hudson 02	1	Emmert	Sharon J	408 Locust St	Hudson 61748	309-726-1548
Hudson 02	2	Streeper	Virginia	301 S Washington St	Hudson 61748	309-726-1625
Hudson 02	3	Engel	Juanita B	15748 E 2500 North Rd	Hudson 61748	309-726-1750
<b>Lawndale 01</b>						
Lawndale 01	1	Winterland	Keith E	25092 N 3600 East Rd	Colfax 61728	309-723-6520
Lawndale 01	2	Petersen	Iva Mae	33421 E 2550 North Rd	Colfax 61728	309-723-4681
Lawndale 01	3	Winterland	Virginia R	25092 N 3600 East Rd	Colfax 61728	309-723-6520
Lawndale 01	4	Winterland	Barbara J	35317 E 2550 North Rd	Colfax 61728	309-723-6566
<b>Lexington 01</b>						
Lexington 01	1	Elder	Janice H	108 N Cherry St	Lexington 61753	309-365-3401
Lexington 01	2	Newell	William A	130 Delane Dr	Lexington 61753	309-365-8777
Lexington 01	3	Bratcher	Lyndsey	108 N Lee St	Lexington 61753	309-365-8517
Lexington 01	4	Wellendorf	Liz	718 N Orange St	Lexington 61753	309-365-3733
Lexington 01	5*	Eagan	Andrea J	704 N Orange St	Lexington 61753	309-365-8316
Lexington 01	6*	Ensign	Erica	112 Hilton Dr	Lexington 61753	309-365-8766
Lexington 01	7*	Golliday	Lance R	110 Hilton Dr	Lexington 61753	309-365-8067
Lexington 01	8	Hodges	Archie R	14 Hilltop Tr Ct	Lexington 61753	309-365-8169
Lexington 01	9	Lauher	Dale R	105 N Pine St	Lexington 61753	309-365-4791
<b>Lexington 02</b>						
Lexington 02	1	Holschen	Roy W	6 Gregory Ln	Lexington 61753	309-365-5701
Lexington 02	2	Phinney	Kathleen M	105 S Oak St	Lexington 61753	309-365-8264
Lexington 02	3*	Engelman	Ryan J	109 Meadow Creek Ct	Lexington 61753	309-365-2826
Lexington 02	4*	Sinnett	Kellsie M	9 Douglas St	Lexington 61753	309-365-8475
Lexington 02	5	Boerma	Tim A	403 E South St	Lexington 61753	309-532-2789
<b>Martin 01</b>						
Martin 01	1	Rischar	Juanita M	311 W North St	Colfax 61728	309-723-5002
Martin 01	2	Baker	Louise	301 E Cooper St	Colfax 61728	309-723-6097
Martin 01	3	Brinkman	Joyce W	207 E North St	Colfax 61728	309-723-4011
Martin 01	4	Johnson-Wilburn	Lisa R	308 Main St	Colfax 61728	309-723-6013
Martin 01	5	Jaskowiak	Laura	32443 E 1800 North Rd	Colfax 61728	309-723-6561

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Money Creek 01</b>						
Money Creek 01	1	Pyne	Helen G	22354 Dameron Rd	Lexington 61753	309-365-3181
Money Creek 01	2	Ulbrich	Barbara Traub	29 Candle Ridge Rd	Towanda 61776	309-728-2932
Money Creek 01	3	Killian	Anastasia	21802 E 2200 North Rd	Towanda 61776	309-365-8864
<b>Mt Hope 01</b>						
Mt Hope 01	1	Canfield	Linda S	400 W Charles St	Mc Lean 61754	309-874-2968
Mt Hope 01	2	Adams	Rachel	302 North St	Mc Lean 61754	309-874-3248
Mt Hope 01	3	Baudeman	Joshua	312 W Morgan St	Mc Lean 61754	309-874-3172
Mt Hope 01	4	Wilcox	Mandy	201 S West St	Mc Lean 61754	309-874-3333
Mt Hope 01	5	Israel	Dorothy E	712 E 200 North Rd	Mc Lean 61754	217-648-2587
Mt Hope 01	6	Bode	Carole Margaret	3561 E 150 North Rd	Mc Lean 61754	309-874-2768
Mt Hope 01	7	Anderson	Cathryn E	712 E Wood Dr	Mc Lean 61754	309-874-2741
Mt Hope 01	8	Bode	Marjorie E	3961 E 150 North Rd	Mc Lean 61754	309-874-3314
<b>Normal 01</b>						
Normal 01	1	Brown	Ina Jean	902 Railroad Ave	Normal 61761	309-451-3222
Normal 01	2	Atteberry	Charles M	905 Market St	Normal 61761	309-826-8690
Normal 01	3	Wall	Linda A	1001 Primrose Ln	Normal 61761	309-888-4655
<b>Normal 02</b>						
Normal 02	1	Kelley	Bernice D	15 Broadway Pl	Normal 61761	309-452-5828
Normal 02	2	Gehrt	Bonnie Gail	601 Harris St	Normal 61761	309-452-6762
Normal 02	3	Wager	Paula M	24 Clinton Pl	Normal 61761	309-452-0360
Normal 02	4	Allers	Marianne	104 W Virginia Ave	Normal 61761	309-454-8975
Normal 02	5	Gehrt	Paul O	601 Harris St	Normal 61761	309-452-6762
<b>Normal 03</b>						
Normal 03	1	Barnes	Joann M	21 La Teer Dr	Normal 61761	309-452-1666
Normal 03	2	Barnes	Johanna M	21 La Teer Dr	Normal 61761	309-452-1666
Normal 03	3	Mc Clister	June Cusey	13 Grandview Dr	Normal 61761	309-452-4764
Normal 03	4	Mc Clister	Walter J	13 Grandview Dr	Normal 61761	309-452-4764
Normal 03	5	Rochelle	Patricia A	27 La Teer Dr	Normal 61761	309-452-4503
<b>Normal 04</b>						
Normal 04	1	Hoffman	Dorothy E	21 Ethell Pkwy	Normal 61761	309-452-7940
Normal 04	2	Hulett	Doris Ann	5 Robinwood Dr	Normal 61761	309-452-4292
Normal 04	3	Mayol	Donald E	16 Ardith Dr	Normal 61761	309-452-5952
Normal 04	4	Turner	Janet S	18 Robinwood Dr	Normal 61761	309-452-1206
Normal 04	5	Massey	Douglas J	812 Sheridan Rd	Normal 61761	309-451-8330
Normal 04	6	Simkins	Jon L	6 Walton Pl	Normal 61761	309-454-8369
<b>Normal 05</b>						
Normal 05	1	Topping	Joyce E	1403 Schroeder Dr	Normal 61761	309-452-8940
Normal 05	2	Gosch	Christopher C	321 Raleigh Ct	Normal 61761	309-454-1692
Normal 05	3	Frizzell	Sharon A	313 Raleigh Ct	Normal 61761	309-454-8840
Normal 05	4	Lamlein	Charles M	103 Doud Ct	Normal 61761	309-452-9703
Normal 05	5	Rapp	Marilee	114 Hammitt Dr	Normal 61761	309-452-7870

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Normal 06</b>						
Normal 06	1	Mardis	Reta A	100 Grandview Dr	Normal 61761	309-452-1406
Normal 06	2	Nunemacher	Robert O	1308 Westview Dr	Normal 61761	309-452-5760
Normal 06	3	Nunemacher	Martha J	1308 Westview Dr	Normal 61761	309-452-5760
Normal 06	4	Shoot	Gay L	605 S Blair Dr	Normal 61761	309-454-7752
Normal 06	5	Foltz	Flora H	407 Michael Ct	Normal 61761	309-452-5125
Normal 06	6	Graeff	Sharon Kay	404 Michael Ct	Normal 61761	309-454-1083
Normal 06	7	Lee	Donald Henry	303 Augustine Way	Normal 61761	309-452-4092
Normal 06	8	Mc Auley	Thomas	1106 Westview Dr	Normal 61761	309-452-2293
<b>Normal 07</b>						
Normal 07	1	Zich	Janet C	905 Karin Dr	Normal 61761	309-452-2224
Normal 07	2	Dassow	Willis C	107 N Blair Dr	Normal 61761	309-454-8289
Normal 07	3	Dassow	Holly A	107 N Blair Dr	Normal 61761	309-454-8289
Normal 07	4	Annegers	Nancy C	815 Dillon Dr	Normal 61761	309-452-1077
Normal 07	5	Titterton	Ruth	102 Lawrence Ave	Normal 61761	309-452-2968
Normal 07	6	Reynolds	Stephanie K	107 N Blair Dr	Normal 61761	309-862-1905
Normal 07	7	Sellberg Jr	William C	1207 Hanson Dr	Normal 61761	309-454-4308
<b>Normal 08</b>						
Normal 08						
<b>Normal 09</b>						
Normal 09	1	Dash	Doris I	810 S Adelaide St	Normal 61761	309-451-8255
<b>Normal 10</b>						
Normal 10	1	Erzen	Edith R	905 Rhymer Dr	Normal 61761	309-454-4160
Normal 10	2	Erzen	Richard George	905 Rhymer Dr	Normal 61761	309-454-4160
Normal 10	3	Essig	Kathryn	906 Randall Dr	Normal 61761	309-454-1142
Normal 10	4	Johnston	Edna R	816 W College Ave	Normal 61761	309-452-5142
Normal 10	5	Ruud	Brenda Temke	901 Crestline Dr	Normal 61761	309-452-0151
Normal 10	6	Hakes	Lois Ann	803 W College Ave	Normal 61761	309-452-5898
Normal 10	7	Mc Kean	Larry L	117 N Adelaide St	Normal 61761	309-452-2205
<b>Normal 11</b>						
Normal 11	1	Banks	Wilson P	1211 Russell St	Normal 61761	309-452-1871
Normal 11	2	Warloe	Sharon L	1014 Porter Ln	Normal 61761	309-452-5093
Normal 11	3	Borth	Mark D	103 Highpoint Rd	Normal 61761	309-454-3875
Normal 11	4	Metzger	Kathleen K	1016 Porter Ln	Normal 61761	309-452-1583
Normal 11	5	Warloe	Natasha	1014 Porter Ln	Normal 61761	309-452-5093
<b>Normal 12</b>						
Normal 12	1	Dawson	Janet L	1619 Erin Dr	Normal 61761	309-452-7582
Normal 12	2	Buescher	Mary A	1613 Erin Dr	Normal 61761	309-454-2609
Normal 12	3	Messamore	Betty Marie	101 Colchester Dr	Normal 61761	309-452-4680
Normal 12	4	Buescher	Waldo Henry	1613 Erin Dr	Normal 61761	309-454-2609
Normal 12	5*	Sanders	Megan	116 Malvern Dr	Normal 61761	309-454-3716

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Normal 13</b>						
Normal 13	1	Striegel	William L	1611 Baumgart Dr	Normal 61761	309-454-7954
Normal 13	2	Kwasigroh	Larry D	220 Garden Rd	Normal 61761	309-454-3650
Normal 13	3	Sommers	Kenneth	210 Felmley Dr	Normal 61761	309-452-3742
Normal 13	4	Miner	Kyle	215 Garden Rd	Normal 61761	309-454-1354
Normal 13	5	Sampson	Darren W	314 N Parkside Rd	Normal 61761	309-862-4381
<b>Normal 14</b>						
Normal 14	1	Peck	Gertrude M	109 W Cypress St	Normal 61761	309-452-3594
Normal 14	2	Tosh	Mary B	506 N School St	Normal 61761	309-452-7796
<b>Normal 15</b>						
Normal 15	1	Paxton	Grace T	1002 N Oak St	Normal 61761	309-452-2068
Normal 15	2	Kuehn	Myrna Jean	1200 N Walnut St	Normal 61761	309-452-1068
Normal 15	3	Powell	Joanne	1406 N Maple	Normal 61761	309-452-6348
Normal 15	4	Miller	Betty J	1407 N Walnut St	Normal 61761	309-454-1639
Normal 15	5	White	Ina C	1202 N Oak St	Normal 61761	309-452-9336
Normal 15	6	Sligar	Rex G	1111 N Oak St	Normal 61761	309-454-3259
Normal 15	7	Wheeler	Susan G	302 E Locust St	Normal 61761	309-888-4308
<b>Normal 16</b>						
Normal 16	1	Wirsing	Janice J	1402 Henry St	Normal 61761	309-454-2015
Normal 16	2	Lawler	Ernestine H	1404 Lismore Ln	Normal 61761	309-452-4794
Normal 16	3	Gabor	Virginia R	605 Pine St	Normal 61761	309-454-1396
<b>Normal 17</b>						
Normal 17	1	Meade	Duane A	1428 Hanson Dr	Normal 61761	309-452-8591
Normal 17	2	Aellig	Fred	1309 Hanson Dr	Normal 61761	309-454-2028
Normal 17	3	Tegenkamp	Crystal	1311 Courtland	Normal 61761	309-454-3437
Normal 17	4	Dungan	David	1509 Ft Jesse Rd, Apt 6	Normal 61761	309-452-3090
Normal 17	5	Dungan	Roberta	1509 Ft Jesse Rd, Apt 6	Normal 61761	309-452-3090
Normal 17	6	Kiesewetter	Anne	1570 Hunt Dr, Apt E7	Normal 61761	309-452-8139
Normal 17	7	Kiesewetter	Leo	1570 Hunt Dr, Apt E7	Normal 61761	309-452-8139
<b>Normal 18</b>						
Normal 18	1	Schindler	Karen	1712 Taft Dr	Normal 61761	309-454-5504
Normal 18	2	Bieber	Beryl P	1822 Truman Dr	Normal 61761	309-452-1665
<b>Normal 19</b>						
Normal 19	1	Baley	Joyce E	1509 Dublin Dr	Normal 61761	309-452-4678
Normal 19	2	Little	Robert A	1635 Frontier Dr	Normal 61761	309-454-4190
Normal 19	3	Kalley	Ronald H	1633 Cheyenne Ln	Normal 61761	309-532-9171
<b>Normal 20</b>						
Normal 20	1	Eberling	Helen S	503 Jenny Lind Dr	Normal 61761	309-452-3455
Normal 20	2	Ferguson	Gary H	406 Plumage Ct	Normal 61761	309-862-0161
Normal 20	3	Grabow	Mary	306 Wildberry Dr	Normal 61761	309-454-3789
Normal 20	4	Schmitt	Tiffani	1604 Cutter Ct	Normal 61761	

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
<b>Normal 21</b>						
Normal 21	1	Bourgerie	Dennis A	1621 N School St	Normal 61761	309-454-3842
Normal 21	2	Bourgerie	Irene T	1621 N School St	Normal 61761	309-454-3842
Normal 21	3	Crabtree	Barbara H	1603 Bradford Ln	Normal 61761	309-452-8981
Normal 21	4	Adams	Jay C	112 Suelynn Dr	Normal 61761	309-454-4078
Normal 21	5	Brittingham	Nathan	1622 Rockingham Dr	Normal 61761	309-452-5224
Normal 21	6	Noble	Constance A	413 W Raab Rd	Normal 61761	309-451-0648
<b>Normal 22</b>						
Normal 22	1	Augspurger	Ramona M	913 N Fell Ave	Normal 61761	309-452-3158
Normal 22	2	Augspurger	Betty Jean	502 Manchester Rd	Normal 61761	309-454-4841
Normal 22	3	Short	Phyllis	201 W Lincoln St	Normal 61761	309-452-2211
Normal 22	4	Bass	Helen E	907 N School St	Normal 61761	309-452-3317
Normal 22	5	Goyen Jr	Harold	500 Marian Ave	Normal 61761	309-452-7073
Normal 22	6	Gemberling	Donna J	1104 N Main St	Normal 61761	309-452-8680
Normal 22	7	Mc Corkle	William	300 Belview Ave W	Normal 61761	309-452-5179
Normal 22	8	Knapp	Kristi L	409 Marian Ave	Normal 61761	309-454-8451
Normal 22	9	Knapp	Charles J	508 Grant St	Normal 61761	309-452-6385
<b>Normal 23</b>						
Normal 23	1	Mc Mahon	Debra	1607 1/2 Northbrook Dr, Apt A	Normal 61761	309-268-9288
Normal 23	2	Dillow	Wayne	1908 Saltonstall Dr	Normal 61761	309-454-3967
Normal 23	3	Rutledge	Margaret L	710 W Orlando Ave	Normal 61761	309-454-2144
Normal 23	4	Lovell	Eva G	1731 A St Northmeadow Vlg	Normal 61761	309-454-4590
Normal 23	5	Cary	Richard Andy	1827 Saltonstall Dr	Normal 61761	309-451-1532
<b>Normal 24</b>						
Normal 24	1	Myer	Winifred L	1700 N School St	Normal 61761	309-452-2696
Normal 24	2	Schmidgall	Dwayne Kris	1708 Rockingham Dr	Normal 61761	309-862-4683
<b>Normal 25</b>						
Normal 25	1	Eberwine	Mildred R	301 Ironwood CC Dr	Normal 61761	309-454-1506
Normal 25	2	Stephens	Maxine M	1928 Claremont CC Commons	Normal 61761	309-862-2821
Normal 25	3	Harrison	Yvonne J	2009 Bramblewood CC Ct	Normal 61761	309-454-6774
Normal 25	4	Hishman	Richard B	2008 Bramblewood CC Ct	Normal 61761	309-454-5117
Normal 25	5	Stephens	Joseph R	1928 Claremont CC Commons	Normal 61761	309-862-2821
Normal 25	6	Stogsdill	Donald E	910 Ironwood CC Dr	Normal 61761	309-452-2893
Normal 25	7	Cramer	Shirley L	709 Thistlewood CC Ct	Normal 61761	309-454-4043
<b>Normal 26</b>						
Normal 26	1	Scott	Jeane	1903 Deer Cove Ct	Normal 61761	309-452-2770
Normal 26	2	Koehn	Kenneth	1918 Deer Cove Ct	Normal 61761	309-452-5127
Normal 26	3	Jontry	Diane	1916 Deer Cove Ct	Normal 61761	309-862-0081
Normal 26	4	Huber	Ray	2341 Hayden Way	Normal 61761	309-452-2936
<b>Old Town 01</b>						
Old Town 01	1	Newton	Shirley A	8430 Prairie Trl	Bloomington 61704	309-378-4412

## Republican Judges

<u>Precinct</u>	<u>Rank</u>	<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>
Old Town 01	2	Buggar	Pamela Sue	18870 Terrace Valley Dr	Bloomington 61704	309-662-3209
Old Town 01	3	Legner	Lynn E	19758 Nottingham Dr	Downs 61736	309-378-4589
Old Town 01	4	Mc Cready	Benjamin B	23609 E 1300 North Rd	Bloomington 61704	309-724-8000
Old Town 01	5	Nygaard	Carol Ann	18834 Glenview Dr	Bloomington 61704	309-663-4009
Old Town 01	6	Corlley	Marsha Lynn	20127 Shaker Lake Rd	Bloomington 61704	309-378-1412
<b>Randolph 01</b>						
Randolph 01	1	Cotner	Carl G	310 W Poplar St	Heyworth 61745	309-473-2679
Randolph 01	2	Cotner	Marilyn Yvonne	310 W Poplar St	Heyworth 61745	309-473-2679
Randolph 01	3	Koch	Tami R	104 N 1300 East Rd	Heyworth 61745	309-473-3444
Randolph 01	4	Koch	David H	104 N 1300 East Rd	Heyworth 61745	309-473-3444
<b>Randolph 02</b>						
Randolph 02	1	Coomer	Ellyn V	16582 Old Principal Rd	Heyworth 61745	309-473-2075
Randolph 02	2	Swanson	Duane	202 N Joselyn St	Heyworth 61745	309-473-3937
<b>Randolph 03</b>						
Randolph 03	1	Wood	Thomas M	4852 Skyline Dr	Heyworth 61745	309-473-2844
Randolph 03	2	Wood	Mary Jane	4852 Skyline Dr	Heyworth 61745	309-473-2844
Randolph 03	3	Leight	Albert Lea	4978 Country Ln	Heyworth 61745	309-473-3382
Randolph 03	4	Milton	Shirley J	4251 N 1700 East Rd	Heyworth 61745	307-473-3143
Randolph 03	5	Milton	Glenn H	4125 N 1700 East Rd	Heyworth 61745	309-473-3301
Randolph 03	6	Carroll	Marilyn P	14948 E 425 North Rd	Heyworth 61745	309-473-2475
Randolph 03	7	Carroll	Daniel M	14948 E 425 North Rd	Heyworth 61745	309-473-2475
Randolph 03	8	Heeren	Rae Ann	15531 E 550 North Rd	Heyworth 61745	309-473-3832
Randolph 03	9	Milton	Justin H	4125 N 1700 East Rd	Heyworth 61745	309-473-3301
<b>Towanda 01</b>						
Towanda 01	1	Lowery	Virginia L	101 Miriam Way	Towanda 61776	309-728-2686
Towanda 01	2	Meier	Carol J	109 Miriam Way	Towanda 61776	309-728-2359
Towanda 01	3	Merritt	Mary Ellen	300 S Madison St	Towanda 61776	309-728-2810
Towanda 01	4	Jenkins	Rita D	100 Hely St	Towanda 61776	309-728-2143
Towanda 01	5	Savage	Anne	19545 E 1600 North Rd	Normal 61761	309-661-2707
<b>West 01</b>						
West 01	1	Swigart	Peggy Patricia	1048 N 3450 East Rd	Farmer City 61842	309-928-2831
<b>White Oak 01</b>						
White Oak 01	1	Holliger	Donnette Kay	301 E Franklin St	Carlock 61725	309-376-7341
White Oak 01	2	Swope	Elaine Marie	23274 N 1200 East Rd	Hudson 61748	309-726-1789
White Oak 01	3	Judd	Isaac	9008 E 2100 North Rd	Carlock 61725	309-376-5833
White Oak 01	4*	White	Alycia	2276 E 2250 North Rd	Carlock 61725	309-376-7541
White Oak 01	5	Woosley	Lucy J	8540 US 150 Hwy	Carlock 61725	309-376-4501
<b>Yates 01</b>						
Yates 01	1	Schaumburg	Helen Joan	27306 N 3160 East Rd	Chenoa 61726	815-945-7592
Yates 01	2	Houchin	Karen R	28986 N 3050 East Rd	Chenoa 61726	815-945-7074
Yates 01	3	Barnard	Kelli L	26704 N 3360 East Rd	Chenoa 61726	309-452-4092



## Supplemental Republican List

<u>Last Name</u>	<u>First Name</u>	<u>Address</u>	<u>City and Zip</u>	<u>Phone</u>	<u>Precinct</u>
Barr	Patricia A	205 Seminary St.	Bloomington 61701	309-829-8287	City of Bloomington
Brewer	Tafforest D	1628 Martin Luther King Dr	Bloomington 61701	309-821-0800	City of Bloomington
Brown	Ronald D	2218 Woodfield Dr	Bloomington 61704	309-663-5428	City of Bloomington
Brown	Ryan	2218 Woodfield Rd	Bloomington 61704	309-663-5428	City of Bloomington
Carstens	Phyllis A	3316 Monticello Rd	Bloomington 61702	309-664-5584	City of Bloomington
Carstens	John M	3316 Monticello Rd	Bloomington 61702	309-664-5584	City of Bloomington
Cross	Amanda	520 Florence	Bloomington 61701	309-828-5789	City of Bloomington
Dulac	Marti	24 Stone Hedges Ct	Bloomington 61704	309-829-7219	City of Bloomington
Engelkes	Lucille A	28 Ravenwood Cir	Bloomington 61704	309-662-3437	City of Bloomington
Eyer	Pamela L	914 N Madison	Bloomington 61701	309-532-2061	City of Bloomington
Feezor	Judith R	204 E Wood St	Bloomington 61701	309-828-7234	City of Bloomington
Fillingham	Yale	2 Brownstone Ct	Bloomington 61704	309-531-0220	City of Bloomington
Grajeda	Michael	401 E Jefferson St	Bloomington 61701	309-828-9811	City of Bloomington
Haag	Betty L	3003 Ridge Crest Dr	Bloomington 61704	309-661-2273	City of Bloomington
Huber	Lynne	106 Weldon St	Bloomington 61701	309-828-4014	City of Bloomington
* Jackson	Kristen	3107 Cumbria Dr	Bloomington 61704	309-662-6172	City of Bloomington
* Jecklin	Zach	403 Chelsea Dr	Bloomington 61704	309-662-1929	City of Bloomington
* Jones	Erin M	205 Maizefield	Bloomington 61701	309-829-8077	City of Bloomington
* Joslin	Cheri	1113 N Cotton	Bloomington 61701	309-829-4402	City of Bloomington
* Kingston	Chelsea N	1408 E Emerson St	Bloomington 61701	309-829-1874	City of Bloomington
Knitter	Wilma	1307 Inglewood Cir	Bloomington 61701	309-665-0038	City of Bloomington
Nelson	Earlene M	402 W Hamilton Rd	Bloomington 61704	309-829-2942	City of Bloomington
Nelson	Margaret Rose	3 Stortz Dr	Bloomington 61704	309-821-0620	City of Bloomington
Newton	Conway	106 N Devonshire Dr	Bloomington 61704	309-662-5894	City of Bloomington
* Parsons	Amanda	13 Chatsford Ct	Bloomington 61704	309-662-0974	City of Bloomington
* Phelps	Christopher	1223 Sandburg Dr	Bloomington 61704	309-661-6596	City of Bloomington
Phillips	Ben	3 Independence Sq	Bloomington 61701	309-662-3255	City of Bloomington
Phillips	Dixie	3 Independence Sq	Bloomington 61701	309-662-3255	City of Bloomington
Richardson	Margaret Geraldine	2202 E Lincoln St	Bloomington 61701	309-662-1666	City of Bloomington
Roach	Lorine	318 E Wood	Bloomington 61701	309-827-0381	City of Bloomington
* Roth	Lucille	1304 Rutledge Rd	Bloomington 61701	309-662-5302	City of Bloomington
Sanders	Patricia Ann	1206 E Grove St	Bloomington 61701	309-828-7344	City of Bloomington
Spicer	Rozella L	603 S Mercer Ave	Bloomington 61701	309-662-8228	City of Bloomington
Sullivan	Ann R	1111 Elmwood Rd	Bloomington 61701	309-829-2401	City of Bloomington
Tyus	Sha'ron	409 E Mulberry St	Bloomington 61701	309-827-5499	City of Bloomington

\* Denotes 2004 High School Senior

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of the Appointment of Judges of Election – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: General Report 152-161

TRANSPORTATION COMMITTEE:  
Member Bass, Chairman, stated the following: our General Report is located on pages 162-168. We have no items for action.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, presented the following:

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

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

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

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

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

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

BE IT ORDAINED by the McLean County Board as follows:

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

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

(2)

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


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

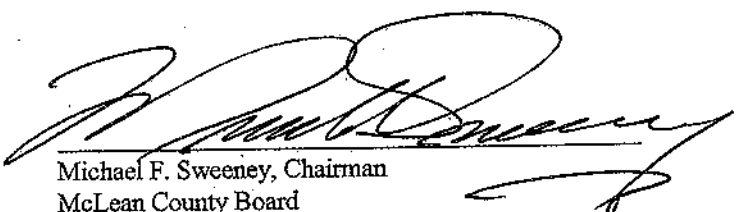
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

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

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Bostic/Moss moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085 – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: the General Report is on pages 171-177. In a standup meeting this morning, we are going to have a dedication of the refurbished WWI plaques which have been installed in the corridor of the Museum of History. Saturday, May 29, 2004 at 10:00 a.m. there will be a presentation by Greg Koos on the history. Everyone is cordially invited. Father's Day last year is a day that sticks out in our memory. We had the explosion down in the basement that caused all kinds of disruption. In the eleven months that have followed, Jack Moody has gone from a truckload of items to be replaced to, as he reported at our last Property Committee meeting, to the repair and renovation being done. We have a few more documents coming back that we were trying to get the soot off of, but as far as the building we are back in business. The contractors, John Zeunik, all of the staff, the insurance people, anyone who had a question or needed something done went to Jack Moody. Thank you Jack.

**JUSTICE COMMITTEE:**  
Member Renner, Chairman, presented the following

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

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

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

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

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

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

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

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

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

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

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

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

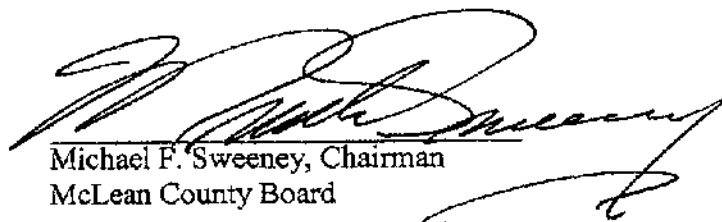
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Coroner.

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

**ATTEST:**

**APPROVED:**

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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

Members Renner/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Coroner's Office 0031 – Coroner's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is on pages 180-186.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: in the Board packet, you will find a letter concerning the McLean County Juvenile Detention Center. What I would point out to the Board is that the McLean County Juvenile Detention Center is one of only seven facilities in the country that were selected for this program and the Juvenile Detention Center has been a participant in this program since 1998. This is another way of recognizing that facility, one of fifteen programs in the country that have been nominated for the Innovations in American Government Award. Two other brief items of information, the County Treasurer, Becky McNeil reported to me this morning that the outside auditors have nearly finished the Fiscal Year 2003 audit. In the County's General Fund, our largest fund, and the one that we experience the most distress from Springfield on, the good news is that we finished the year at 99.6% of budget in revenue and 98.6% in expenses. We ended the year at \$24,948,990 in revenue and \$24,718,240 in expenses. In these times, that is quite an accomplishment and I certainly commend the offices in the General Fund for their hard work and also the efforts of the County Treasurer's office and County Auditor's office. Lastly, every year the Finance Committee and the Board recommends approval of funding from the employee benefit fund of the Employee Wellness Fair. That is scheduled next Wednesday, May 26, 2004 from 8:30 a.m. to 2:00 p.m. in Room 323 and 324 in the Health Department Building. You are certainly all encouraged to attend. Each year the Health Department does a better job with this and each year more and more County employees participate. This is truly a model event for employers in the community. You are certainly welcome and we would like to see you next Wednesday.

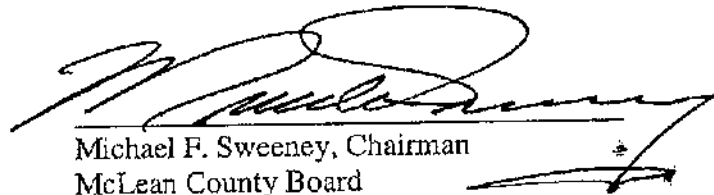
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

May 18, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$806.47	\$295,582.14	\$296,388.61
Finance		\$593,919.16	\$593,919.16
Human Services		\$427,634.98	\$427,634.98
Justice		\$1,721,679.45	\$1,721,679.45
Land Use		\$23,123.68	\$23,123.68
Property		\$262,085.88	\$262,085.88
Transportation		\$572,817.82	\$572,817.82
Health Board		\$411,411.86	\$411,411.86
Disability Board		\$46,310.17	\$46,310.17
T. B. Board		\$22,282.31	\$22,282.31
<b>Total</b>	<b>\$806.47</b>	<b>\$4,376,847.45</b>	<b>\$4,377,653.92</b>

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Cavallini/Gordon moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Members Owens/Selzer moved for adjournment until Tuesday, June 15, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:07 a.m.

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Michael Sweeney  
County Board Chairman



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Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of May, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 4th day of June, 2004.



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Peggy Ann Milton  
McLean County Clerk