



McLean County  
**FINANCE COMMITTEE AGENDA**  
**Room 400, Government Center**  
**Wednesday, March 5, 2008**  
**7:30 a.m.**

1. Roll Call
2. Approval of Minutes: February 6, 2008  
January 15, 2008 (Stand-up)
3. Departmental Matters
  - A. Don Lee, Director, Nursing Home
    - 1) Items to be Presented for Information:
      - a) Monthly Reports 1-3
      - b) General Report
      - c) Other
  - B. Lee Newcom, County Recorder
    - 1) Items to be Presented for Information:
      - a) General Report 4-5
      - b) Other
  - C. Bob Kahman, Supervisor of Assessments
    - 1) Items to be Presented for Information:
      - a) Report: EAV Change Current vs. Prior Year 6
      - b) Assessment Status Report 7
      - c) General Report
      - d) Other
  - D. Jackie Dozier, County Auditor
    - 1) Items to be Presented for Information:
      - a) Credit Card Purchase Audit Report 8-9
      - b) General Report
      - c) Other
  - E. Becky McNeil, County Treasurer
    - 1) Items to be Presented for Information:
      - a) Accept and place on file County Treasurer's Monthly Financial Reports as of February 29, 2008
      - b) General Report
      - c) Other

F. John M. Zeunik, County Administrator

1) Items to be Presented for Action:

- a) Request Approval of an Ordinance Authorizing the Public Approval of the Issuance of certain Collateralized Single Family Mortgage Revenue Bonds and certain documents in Connection therewith; and related matters 10-14
- b) Request Approval to Retain Actuarial Firm to assist in implementing GASB 43 and GASB 45 15-19
- c) Request Approval of Codification Services Proposal and Agreement with General Code, LLC 20-48

2) Items to be Presented for Information:

- a) General Report
- b) Other

- 4. Recommend Payment of Bills and Transfers, if any, to County Board
- 5. Other Business and Communication
- 6. Adjournment

**McLEAN COUNTY NURSING HOME**

**ACCRUED EXPENDITURE**

Prt Date: February 26, 2008

	2008 BUDGET	2008 MONTHLY ALLOC	JAN, 2008 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/08
SALARIES	3,690,035	313,057	330,778	313,034	330,778	3,359,257	17,743	8.96%	3,894,642
IMRF	288,930	24,539	25,900	24,539	25,900	263,030	1,361	8.96%	304,950
MED/LIFE	438,940	14,178	37,280	37,280	37,280	401,660	0	8.49%	438,940
SOC/SEC	282,288	23,975	25,305	23,975	25,305	256,983	1,329	8.96%	297,940
VAC LIAB	30,000	2,548	2,548	2,548	2,548	27,452	0	8.49%	30,000
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
PERSONNEL	4,730,192	378,297	421,810	401,377	421,810	4,308,382	20,433	8.92%	4,966,472
COMMODITIES	841,321	71,455	86,974	71,455	86,974	754,347	15,520	10.34%	1,024,051
CONTRACTUAL	4,125,650	349,141	313,014	350,398	313,014	3,812,636	(37,384)	7.59%	3,685,488
CAPITAL	772,120	65,577	0	65,577	0	772,120	(65,577)	0.00%	0
<b>GRAND TOTAL</b>	<b>10,469,283</b>	<b>864,470</b>	<b>821,798</b>	<b>888,806</b>	<b>821,798</b>	<b>9,647,485</b>	<b>(67,008)</b>	<b>7.85%</b>	<b>9,676,011</b>

**McLEAN COUNTY NURSING HOME**

**ACCRUED REVENUE**

Prt Date: February 26, 2008

	2008 BUDGET	2008 MONTHLY ALLOC	JAN, 2008 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET	PROJECTED REVENUE 12/31/08
MEDICARE REVENUE	766,500	65,100	74,081	65,100	74,081	692,419	8,981	9.66%	872,247
IDPA REVENUE	3,153,600	267,840	610,253	267,840	610,253	2,543,347	342,413	19.35%	7,185,233
SCHOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	8,439	717	76	717	76	8,363	(641)	0.90%	894
JDC FOOD	35,000	2,973	248	2,973	248	34,752	(2,725)	0.71%	2,914
MEALS	600	51	54	51	54	546	3	9.00%	636
PVT PAY REVENUE	2,151,675	182,745	114,365	182,745	114,365	2,037,310	(68,380)	5.32%	1,346,556
UNCLASS	12,000	1,019	10	1,019	10	11,990	(1,009)	0.08%	118
INTEREST EARNED	97,990	8,322	(21,836)	8,322	(21,836)	119,826	(30,159)	-22.28%	(257,104)
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	579,004	49,176	52,079	49,176	52,079	526,925	2,903	8.99%	613,189
TELEPHONE REIMB	0	0	990	0	990	(990)	990	#DIV/0!	11,656
<b>TOTAL ACC REVENUE</b>	<b>6,804,808</b>	<b>577,943</b>	<b>830,319</b>	<b>577,943</b>	<b>830,319</b>	<b>5,974,489</b>	<b>252,377</b>	<b>12.20%</b>	<b>9,776,339</b>
<b>TOTAL ACC REVENUE</b>	<b>6,804,808</b>	<b>577,943</b>	<b>830,319</b>	<b>577,943</b>	<b>830,319</b>	<b>5,974,489</b>	<b>252,377</b>	<b>12.20%</b>	<b>9,776,339</b>
<b>LESS ACCRUED EXPENS</b>	<b>(10,469,283)</b>	<b>(864,470)</b>	<b>(821,798)</b>	<b>(888,806)</b>	<b>(821,798)</b>	<b>(9,647,485)</b>	<b>67,008</b>	<b>7.85%</b>	<b>(9,676,011)</b>
<b>ACC REV - (ACC EXP)</b>	<b>(3,664,475)</b>	<b>(286,527)</b>	<b>8,521</b>	<b>(310,864)</b>	<b>8,521</b>	<b>(3,672,996)</b>	<b>319,385</b>		<b>100,327</b>
<b>PLUS CAP EXP</b>	<b>0</b>	<b>65,577</b>	<b>0</b>	<b>65,577</b>	<b>0</b>	<b>772,120</b>	<b>(65,577)</b>		<b>0</b>
<b>ACC BALANCE</b>	<b>(3,664,475)</b>	<b>(220,950)</b>	<b>8,521</b>	<b>(245,286)</b>	<b>8,521</b>	<b>(2,900,876)</b>	<b>253,807</b>		<b>100,327</b>

McLEAN COUNTY NURSING HOME  
 JANUARY 31 DAYS  
 2008  
 DAILY CENSUS

DAY OF MONTH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 TOT AVG  
 JANUARY

CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
MEDICARE	5	5	5	6	6	6	6	6	5	6	7	7	7	9	9	9	9	8	8	8	8	9	9	8	8	7	7	7	8	7	7	220	
PA SKILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PA INT	6	6	6	6	6	6	6	6	5	6	6	6	6	6	6	6	6	6	7	7	7	7	7	7	7	7	6	5	5	6	190		
PP SKILL	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	31		
PP INT	3	3	3	2	2	2	3	4	4	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3	3	2	106		
SUB TOTAL	15	15	15	15	15	15	16	16	15	15	17	17	17	20	20	20	18	19	20	20	20	21	21	20	20	19	19	18	17	16	16	547	

NON-CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
PA SKILL	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	62	
PA INT	92	92	92	92	92	91	91	91	93	93	93	92	92	92	91	91	91	89	89	90	90	90	90	90	89	89	90	91	91	90	2819		
PP SKILL	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	31		
PP INT	30	30	30	31	31	31	31	31	31	31	31	31	31	31	31	30	30	30	30	30	30	29	29	30	30	30	30	31	31	31	942		
SUB TOTAL	125	125	125	126	126	125	125	127	127	127	127	126	126	126	125	124	124	122	122	123	123	122	122	122	122	122	122	123	125	124	3854		

TOTAL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
MEDICARE	5	5	5	6	6	6	6	6	5	6	7	7	7	9	9	9	9	8	8	8	8	9	9	8	8	7	7	7	8	7	7	220	7.1
PA SKILL	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	62	
PA INT	98	98	98	98	98	97	97	98	98	98	98	98	98	98	97	97	97	95	96	97	97	97	97	97	96	96	96	96	96	96	3009	99.1	
PP SKILL	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	62	
PP INT	33	33	33	33	33	33	34	35	35	34	34	34	34	34	35	34	34	34	34	34	34	33	33	33	34	34	34	34	34	33	1048	35.8	

TOT IN HOUSE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
PP BED HOLD	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	142.0	
PA BED HOLD	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	3	2	1	1	0	0	0	0	0	0	0	0	0	0	9	
TOTAL CENSUS	140	140	140	141	141	141	141	142	143	143	143	144	144	144	145	144	143	143	144	144	144	143	143	142	142	141	141	141	142	141	142	4422	142.6
VACANCIES	10	10	10	9	9	9	8	7	7	7	6	6	6	6	3	5	6	7	6	6	6	6	6	7	8	9	9	8	8	9	8		

# McLEAN COUNTY NURSING HOME

CENSUS Report - 2008

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	7.10	35.81	99.06	141.97	0.68	142.65	7.35
FEBRUARY						0.00	150.00
MARCH						0.00	150.00
APRIL						0.00	150.00
MAY						0.00	150.00
JUNE						0.00	150.00
JULY						0.00	150.00
AUGUST						0.00	150.00
SEPTEMBER						0.00	150.00
OCTOBER						0.00	150.00
NOVEMBER						0.00	150.00
DECEMBER						0.00	150.00

YTD AVERAGE 7.10 35.81 99.06 141.97 0.68 11.89 138.11  
 % OF CAPACITY 4.73% 23.87% 66.04% 94.65% 0.45% 7.92% 92.08%



H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927 Fax

March 05, 2008

To: Honorable Members of the Finance Committee

From: Don Everhart, Chief Deputy Recorder

Please be advised for the month of January 2008 that revenue, state stamp inventory and receipts, and receivables reconcile with the general ledger.

A copy of January 2008's "Monthly Account Balances" is attached.

Year-to-date Totals through January, 2008

Month-to-date Totals

Account #	Account Description	Cash/Check/ Change	Charge	Charges Paid	Other Pay Method	Total	Cash/Check/ Change	Charge	Charges Paid	Other Pay Method	Total
01-0-0-201-070-034	Due Idor-Rental Hsg Prog	\$20,862.00	\$0.00	\$0.00	\$0.00	\$20,862.00	\$20,862.00	\$0.00	\$0.00	\$0.00	\$20,862.00
01-6-8-410-008-034	Copy Fees	\$931.40	\$4.25	\$0.00	\$0.00	\$935.65	\$931.40	\$4.25	\$0.00	\$0.00	\$935.65
01-6-8-410-029-035	Recording Fees	\$40,951.00	\$572.00	\$809.00	\$0.00	\$40,714.00	\$40,951.00	\$572.00	\$909.00	\$0.00	\$40,714.00
01-6-8-410-032-036	County Revenue Stamps	\$26,324.00	\$0.00	\$0.00	\$0.00	\$26,324.00	\$26,324.00	\$0.00	\$0.00	\$0.00	\$26,324.00
01-6-8-410-111-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01-6-8-410-128-100	Microfilm Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01-6-8-410-132-100	Data Sales	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
01-6-8-410-195-035	Rental Hsg Support Program	\$2,318.00	\$0.00	\$0.00	\$0.00	\$2,318.00	\$2,318.00	\$0.00	\$0.00	\$0.00	\$2,318.00
16-8-4-102-222-222	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-6-8-410-089-284	Document Storage	\$8,193.00	\$240.00	\$450.00	\$0.00	\$7,983.00	\$8,193.00	\$240.00	\$450.00	\$0.00	\$7,983.00
37-6-8-410-181-100	Gis Document Storage	\$2,731.00	\$80.00	\$150.00	\$0.00	\$2,661.00	\$2,731.00	\$80.00	\$150.00	\$0.00	\$2,661.00
51-0-0-126-001-903	State Revenue Stamps	\$52,648.00	\$0.00	\$0.00	\$0.00	\$52,648.00	\$52,648.00	\$0.00	\$0.00	\$0.00	\$52,648.00
67-6-8-410-181-100	Gis Fund	\$13,208.00	\$178.00	\$303.00	\$0.00	\$13,083.00	\$13,208.00	\$178.00	\$303.00	\$0.00	\$13,083.00
<b>Final Total:</b>		<b>\$168,246.40</b>	<b>\$1,074.25</b>	<b>\$1,712.00</b>	<b>\$0.00</b>	<b>\$167,608.65</b>	<b>\$168,246.40</b>	<b>\$1,074.25</b>	<b>\$1,712.00</b>	<b>\$0.00</b>	<b>\$167,608.65</b>

# EAV Change Current vs Prior Year

## After BOR Action

Township	2006 FINAL	2007 Tentative value	% change by the ASSR + MULTIPLIER	\$ Change	2007 FINAL	% change at the BOR	\$ Change at BOR
Allin	\$17,141,782	\$18,087,408	105.52%	\$945,626	\$18,021,286	-0.37%	(\$66,122)
Anchor	\$8,770,927	\$9,266,319	105.65%	\$495,392	\$9,181,499	-0.92%	(\$84,820)
Arrowsmith	\$11,160,781	\$20,288,207	181.78%	\$9,127,426	\$20,274,007	-0.07%	(\$14,200)
Bellflower	\$15,245,300	\$15,489,978	101.60%	\$244,678	\$15,452,429	-0.24%	(\$37,549)
Bloomington	\$265,611,064	\$282,340,377	106.30%	\$16,729,313	\$281,388,142	-0.34%	(\$952,235)
Blue Mound	\$12,508,112	\$12,815,429	102.46%	\$307,317	\$12,770,670	-0.35%	(\$44,759)
Cheney's Grove	\$15,779,636	\$16,470,883	104.38%	\$691,247	\$16,399,301	-0.43%	(\$71,582)
Chenoa	\$30,930,936	\$32,468,663	104.97%	\$1,537,727	\$32,259,661	-0.64%	(\$209,002)
City	\$1,494,363,661	\$1,583,170,629	105.94%	\$88,806,968	\$1,573,455,654	-0.61%	(\$9,714,975)
Cropsey	\$4,862,383	\$5,033,554	103.52%	\$171,171	\$5,024,589	-0.18%	(\$8,965)
Dale	\$38,066,201	\$39,817,808	104.60%	\$1,751,607	\$39,539,837	-0.70%	(\$277,971)
Danvers	\$36,522,641	\$38,379,667	105.08%	\$1,857,026	\$38,248,173	-0.34%	(\$131,494)
Dawson	\$16,186,940	\$25,112,325	155.14%	\$8,925,385	\$25,098,054	-0.06%	(\$14,271)
Downs	\$27,667,496	\$29,468,602	106.51%	\$1,801,106	\$29,433,258	-0.12%	(\$35,344)
DIY Grove	\$58,836,715	\$59,661,472	101.40%	\$824,757	\$59,647,482	-0.02%	(\$13,990)
Empire	\$73,248,051	\$78,560,336	107.25%	\$5,312,285	\$78,322,349	-0.30%	(\$237,987)
Funk's Grove	\$11,985,372	\$12,419,682	103.62%	\$434,310	\$12,415,917	-0.03%	(\$3,765)
Gridley	\$38,926,875	\$40,248,135	103.39%	\$1,321,260	\$40,064,959	-0.46%	(\$183,176)
Hudson	\$61,653,028	\$64,473,250	104.57%	\$2,820,222	\$64,455,854	-0.03%	(\$17,396)
Lawndale	\$6,995,976	\$7,042,943	100.67%	\$46,967	\$7,042,943	0.00%	\$0
Lexington	\$46,718,757	\$48,092,604	102.94%	\$1,373,847	\$48,045,123	-0.10%	(\$47,481)
Martin	\$19,892,643	\$21,804,866	109.61%	\$1,912,223	\$21,770,414	-0.16%	(\$34,452)
Money Creek	\$47,952,289	\$49,896,299	104.05%	\$1,944,010	\$49,685,254	-0.42%	(\$211,045)
Mount Hope	\$23,302,750	\$23,689,028	101.66%	\$386,278	\$23,684,472	-0.02%	(\$4,556)
Normal	\$780,626,090	\$816,363,298	104.58%	\$35,737,208	\$816,883,439	0.06%	\$520,141
Old Town	\$80,928,361	\$86,477,709	106.86%	\$5,549,348	\$85,761,682	-0.83%	(\$716,027)
Randolph	\$75,932,510	\$79,867,706	105.18%	\$3,935,196	\$79,919,474	0.06%	\$51,768
Towanda	\$25,275,102	\$27,039,805	106.98%	\$1,764,703	\$27,074,486	0.13%	\$34,681
West	\$10,308,120	\$10,806,358	104.83%	\$498,238	\$10,765,388	-0.38%	(\$40,970)
White Oak	\$16,985,241	\$18,762,466	110.46%	\$1,777,225	\$18,622,334	-0.75%	(\$140,132)
Yates	\$8,117,272	\$8,193,004	100.93%	\$75,732	\$8,171,173	-0.27%	(\$21,831)
<b>TOTAL:</b>	<b>\$3,382,503,012</b>	<b>\$3,581,608,810</b>	<b>105.89%</b>	<b>\$199,105,798</b>	<b>\$3,568,879,303</b>	<b>99.64%</b>	<b>(\$12,729,507)</b>

Assessment Status Report  
TODAY IS: 02/27/2008

Township	Preliminary		Book to		To		Newspaper	Date of		Final	2006		2007		Complaints		Books	
	Submittal		S/A		Printer/Publisher			Publication	Filing Date		Factor		Factor		Filed	Closed		
Allin	10/29/07		11/16/07		11/17/07		Pantagraph	11/30/07		12/31/07		1.0000	1.0442	4		01/07/2008		
Anchor	09/04/07		09/28/07		10/04/07		Ridgeview Review	10/11/07		11/13/07		1.0000	1.0585	6		12/27/2007		
Arrowsmith	06/07/07		11/14/07		11/15/07		Pantagraph	11/22/07		12/24/07		1.0000	1.0071	1		12/10/2007		
Bellflower	09/04/07		10/30/07		10/30/07		LeRoy Journal	11/07/07		12/07/07		1.0000	1.0000	5		01/29/2008		
Bloomington	07/30/07		11/30/07		12/03/07		Pantagraph	12/12/07		01/11/08		1.0346	1.0301	47		02/15/2008		
Blue Mound	06/13/07		09/19/07		09/21/07		Ridgeview Review	09/27/07		10/29/07		1.0000	1.0000	9		12/12/2007		
Cheney's Grove	09/04/07		10/01/07		10/04/07		Ridgeview Review	10/11/07		11/13/07		1.0581	1.0480	16		01/17/2008		
Chenoca	09/13/07		09/28/07		10/16/07		Chenoca Town Crier	10/25/07		11/26/07		1.0000	1.0602	37		02/15/2008		
City	11/28/07		11/30/07		12/03/07		Pantagraph	12/12/07		01/11/08		1.0210	1.0151	409		02/15/2008		
Cropsey	08/06/07		09/27/07		10/09/07		Ridgeview Review	10/18/07		11/19/07		1.0800	1.0693	2		11/16/2008		
Dale	11/15/07		11/21/07		11/26/07		Pantagraph	12/03/07		01/02/08		1.0691	1.0378	36		01/28/2008		
Danvers	09/06/07		11/16/07		11/17/07		Quill	11/29/07		12/31/07		1.0426	1.0407	10		01/31/2008		
Dawson	08/20/07		11/14/07		11/15/07		Pantagraph	11/22/07		12/24/07		1.0000	1.0319	16		12/26/2007		
Downs	05/21/07		09/25/07		10/02/07		Pantagraph	10/10/07		11/09/07		1.0080	1.0329	7		12/17/2007		
Dry Grove	09/06/07		11/01/07		11/01/07		Quill	11/08/07		12/10/07		1.0092	1.0000	2		12/10/2007		
Empire	10/04/07		11/05/07		11/05/07		LeRoy Journal	11/14/07		12/14/07		1.0247	1.0465	26		01/16/2008		
Funk's Grove	11/16/07		12/03/07		12/04/07		Heyworth Star	12/12/07		01/11/08		1.0370	1.0000	5		01/23/2008		
Gridley	09/27/07		11/14/07		11/15/07		Gridley Village Times	11/22/07		12/24/07		1.0000	1.0158	15		01/31/2008		
Hudson	08/09/07		09/21/07		09/21/07		Quill	09/27/07		10/29/07		1.0599	1.0000	8		02/05/2008		
Lawndale	09/04/07		09/27/07		10/09/07		Ridgeview Review	10/18/07		11/19/07		1.0000	1.0000	0		11/19/2007		
Lexington	11/02/07		11/09/07		11/10/07		Lexingtonian	11/15/07		12/17/07		1.0377	1.0118	14		12/18/2007		
Martin	06/13/07		10/29/07		11/01/07		Ridgeview Review	11/08/07		12/10/07		1.0000	1.0848	7		12/28/2007		
Money Creek	05/21/07		09/27/07		10/10/07		Lexingtonian	10/18/07		11/19/07		1.0946	1.0000	17		12/17/2007		
Mount Hope	11/16/07		12/03/07		12/04/07		Heyworth Star	12/12/07		01/11/08		1.0083	1.0000	3		01/23/2008		
Normal	10/11/07		10/23/07		10/24/07		Normalite	11/01/07		12/03/07		1.0398	1.0090	231		02/13/2008		
Old Town	05/21/07		11/09/07		11/10/07		Pantagraph	11/16/07		12/17/07		1.0271	1.0100	23		01/04/2008		
Randolph	05/21/07		10/25/07		10/26/07		Heyworth Star	10/31/07		11/30/07		1.0589	1.0174	34		01/29/2008		
Towanda	10/17/07		10/29/07		10/30/07		Pantagraph	11/02/07		12/03/07		1.0495	1.0000	98		01/15/2008		
West	09/04/07		10/29/07		10/29/07		LeRoy Journal	11/07/07		12/07/07		1.0380	1.0000	2		01/09/2008		
White Oak	09/06/07		11/01/07		11/03/07		Quill	11/08/07		12/10/07		1.0370	1.0642	26		01/31/2008		
Yates	09/06/07		10/01/07		10/04/07		Chenoca Town Crier	10/11/07		11/13/07		1.0900	1.0574	1		11/28/2007		

**MCLEAN COUNTY  
CREDIT CARD PURCHASE AUDIT  
FEBRUARY, 2008**

A credit card purchase audit was conducted by the Auditor's Office during the month of February 2008. The audit was conducted to ensure that all credit card purchases were made in accordance with the guidelines set forth by the McLean County Board on May 21, 2002. Credit card purchases for fiscal year 2006, 2007, and through February 2008 were tested for authorization, appropriateness, and correct account coding.

There are ten county departments that have credit cards issued to them. The Auditor's Office credit card is used by eight departments. Individual authorized user agreements are kept on file in the Auditor's Office. The Auditor's Office also receives the master credit card bill from Commerce Bank. Individual charges are received from the various departments and matched to the master bill. Individual charges received by the Auditor's Office should be properly authorized and coded correctly for payment.

In 2006, there were a total of approximately 340 credit card purchases totaling \$70,922.00. In 2007, there were approximately 280 purchases totaling \$91,180.00.

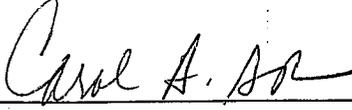
**Findings:**

1. Numerous purchases were not properly authorized for payment.
2. Three charges were made by unauthorized users.
3. Two charges had no itemized receipts and were not signed by the individual making the purchase.
4. Two charges were made for personal expenses. One by an elected official, the other by a county employee. These charges were reimbursed, but the user agreement specifically states that personal charges are an abuse of the credit card policy.

**Recommendations:**

1. Proper authorization needs to be obtained on all credit card purchases. If needed, receipts need to be sent back to the originating department for correction. Charges need to be denied if no itemized receipt can be produced for payment.
2. User agreements need to be updated to accommodate for new employees that are given authorization to make purchases.
3. The Auditor's Office needs to reinstruct department heads on the policies and procedures associated with the use of the county credit card.

4. The Auditor's Office needs to stress to the various departments that if personal charges are made with the county credit card, the use of that credit card will be revoked.



Carol A. Ash



Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Presented, passed, approved and recorded by the County Board of The County of McLean, Illinois, this \_\_\_ day of \_\_\_\_\_, 2008.

Approved:

County Board Chairperson

[SEAL]

Attest:

\_\_\_\_\_  
County Clerk and Ex Officio Clerk of the  
County Board

Ayes: \_\_\_\_\_

\_\_\_\_\_

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

Absent or Not Voting: \_\_\_\_\_



**OFFICE OF THE ADMINISTRATOR**

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

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

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## Memorandum

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

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

**Date:** March 5, 2008

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

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### Background

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

### Technical Proposals

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

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

### **Cost Proposals**

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

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

### **Recommendations**

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

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

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



March 19, 2008

Personal and Confidential

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

Dear Mr. Zeunik:

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

#### **Annual Actuarial Services for GASB 45**

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

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

#### **Fees**

The actuarial fees are outlined in Appendix 1.

#### **Services**

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

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

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

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

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

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Indianapolis • Kansas City • Milwaukee • Minneapolis • Peoria • Philadelphia • Salt Lake City

Mr. John M. Zeunik  
March 19, 2008  
Page 2

**Additional Services**

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

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

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

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

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

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

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

Name of Municipal Entity: County of McLean

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

Telephone Number: 309-888-5110

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

Management Representative: Mr. John M. Zeunik

Please review the above information and make any corrections.

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

**Alliance Benefit Group**

**County of McLean**

By: 

By: \_\_\_\_\_

Its: Thomas L. Totten, Managing Principal

Its: \_\_\_\_\_

Date: March 19, 2008

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



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

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

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



**OFFICE OF THE ADMINISTRATOR**

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

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

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# Memorandum

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

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

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

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

F. John M. Zeunik, County Administrator

1) Items to be Presented for Action:

- a) Request Approval of an Ordinance Authorizing the Public Approval of the Issuance of certain Collateralized Single Family Mortgage Revenue Bonds and certain documents in Connection therewith; and related matters
- b) Request Approval to Retain Actuarial Firm to assist in implementing GASB 43 and GASB 45
- c) Request Approval of Codification Services Proposal and Agreement with General Code, LLC

2) Items to be Presented for Information:

- a) General Report
- b) Other

- 4. Recommend Payment of Bills and Transfers, if any, to County Board
- 5. Other Business and Communication
- 6. Adjournment

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**CODIFICATION SERVICES  
PROPOSAL & AGREEMENT**

**MCLEAN COUNTY  
ILLINOIS**

**June 27, 2006  
Revised January 18, 2008**

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

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

## WHAT REALLY MAKES GENERAL CODE DIFFERENT

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

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

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

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

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

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

## SUMMARY OF ADVANTAGES

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

### **Organizational System and Pagination:**

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

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

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

### **Legislative Histories:**

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

### **Time and Materials Pricing:**

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

**Flexibility of Supplementation Billing:**

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

**Flexibility of Supplementation Scheduling:**

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

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

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

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

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

**No Copyright Requirement:**

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

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

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

## STAFF QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Debora Tuszynski, Editor**

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

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

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

**Claudia Zuch, Editor; Attorney.**

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

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

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

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

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

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

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

**Bill Westland, Proofreader.**

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

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

**Kathy Barry, Page Layout.**

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

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

**Saralyn Gould, Indexer**

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

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

## PROJECT OUTLINE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# INVESTMENT

## Deliverables

The base project includes delivery of the following:

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

**Investment** **\$17,685**

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

## **Payment Schedule:**

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

## **Performance Schedule:**

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

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

## OPTIONAL PRODUCTS AND SERVICES

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

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

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

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

### Pricing:

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

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

**Code on Disk:**

**\$350**

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

**TermTracker:**

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

**Pricing:**

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

**Reprints of Individual Chapters:**

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

**Outside Sales:**

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

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

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

## **SUPPLEMENTATION SERVICE**

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

### **General Code's Supplementation Services Include:**

#### **Scheduling:**

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

#### **Submission of Material for Supplementation:**

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

#### **Packaging and Distribution of Supplements:**

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

#### **Supplementation Charges:**

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

## ON-GOING CLIENT SERVICES

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

### **Sample Legislation Service:**

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

### **Assistance "On Call":**

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

### **Quarterly Newsletter:**

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

### **Bulletins:**

Bulletins with important information are issued when applicable.

### **Electronic File Transfer Service:**

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

### **Web Site:**

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

### **Accuracy Check:**

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

## REFERENCES

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

**City of Crystal Lake, Illinois**

Ms. Anne O'Kelley, Secretary  
(815) 459-2020 Ext.4084

**Green Lake County, Wisconsin**

Ms. Margaret R. Bostelmann, Clerk  
(920) 294-4005

**Grant County, Wisconsin**

Ms. Chris Carl, Clerk  
(608) 723-2675

**Pierce County, Wisconsin**

Mr. Jamie R. Feuerhelm, Clerk  
(715) 273-6744

**County of Monroe, New York**

Ms. Deborah Burns, Office Manager  
(585) 428-3479

**Essex County, New Jersey**

Ms. Adrienne Davis, Clerk of the Board  
(973) 621-4486

## CONCLUSION

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

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

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

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

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

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

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

# AUTHORIZATION OF PROJECT

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

**Base Project:** **\$ 17,685**

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

- Additional Codes needed \_\_\_\_ (qty) x \$75 each \$ \_\_\_\_\_
  
- PC/CodeBook purchased: **\$995**  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$550*
  
- E-Code purchased: **\$995**  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$550*
  
- Both PC/CodeBook and E-Code purchased together: **\$1,495**  
*Annual Maintenance fee - 2<sup>nd</sup> year forward: \$880*
  
- Code on Disc **\$350**

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

**COUNTY OF MCLEAN, ILLINOIS**

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

**GENERAL CODE, LLC**

By: Daym Don In the Presence of: Kathleen A. List  
Title: President & CEO Title: Sales Assistant  
Date: 1/18/08 Date: 1.18.07

# TERMS AND CONDITIONS

## GENERAL CODE, LLC. LAW AND ORDINANCE CODIFICATION

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

### Responsibility of General Code.

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

### Responsibility of Municipality.

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

### Responsibility of Municipal Counsel.

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

### Protection of Confidential Information.

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

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

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

### Prices for Additional Services.

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

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

**Payment Terms.**

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

**Software.**

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

**Computer Hardware.**

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

**Document Scanning Services.**

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

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

**Delivery of Completed Materials.**

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

**Title; Copyright.**

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

**Term and Termination.**

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

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

**Warranties; Limitations.**

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

**Changes.**

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

**Notices.**

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

**Force Majeure.**

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

**Disclaimer of Association.**

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

**No Waiver.**

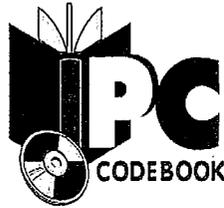
Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

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

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

01/07



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

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

**I. DEFINITIONS**

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

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

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

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

**II. LICENSE GRANT**

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

**III. PROPRIETARY RIGHTS**

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

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

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

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

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

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

## V. MAINTENANCE OF LICENSED PROGRAM

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

### **5.2 Correction of Errors.**

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

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

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

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

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

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

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

### **5.3 Version Support.**

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

#### 5.4 Direct Engineering Contact.

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

#### 5.5 Updates.

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

#### 5.6 Problem Avoidance.

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

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

### VI. INFRINGEMENT

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

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

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

### VII. TRANSFER OF LICENSE

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

### VIII. TERMINATION.

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

**IX. GENERAL**

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

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

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

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

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