



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center

Tuesday, May 10, 2005

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – April 12, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee – Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:  
  
**McLean County Board of Review**  
Mr. Winford L. McElroy  
28 Lake Ridge Court  
Bloomington, IL 61701  
(two-year term to expire on June 1, 2007)
      - b) APPOINTMENTS:  
  
None
      - c) RESIGNATIONS  
  
**McLean County Emergency Squad**  
Mr. Fred Finck  
2576 County Road 500 N  
El Paso, IL 61738

- d) Request Approval of an Agreement between Verizon and McLean County for the Provision of Public Communications Services and Payphone Equipment – Information Services 2-5
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other
  
- B. McLean County Pollution Control Site Hearing Committee – Chairman Sweeney
  - 1) Items to be Presented for Action:
    - a) Request Approval of a Resolution Granting Site Approval for Vertical and Horizontal Expansion of the ADS/McLean County Landfill #2 to American Disposal Services of Illinois, Inc. 6-17
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other
  
- C. Justice Committee – Chairman Renner
  - 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Interagency Agreement #202306 between the County of McLean on behalf of the McLean County Child Protection Network and the Illinois Criminal Justice Information Authority – Children’s Advocacy Center 18-38
  - 2. Items to be Presented to the Board:
    - a) Request Approval of Accreditation Contract between the American Correctional Association and the McLean County Juvenile Detention Center – Court Services
    - b) General Report
    - c) Other
  
- D. Land Use and Development Committee – Chairman Gordon
  - 1) Items to be Presented to the Board:
    - a) Request Approval of a Request by Gary Bourret for Approval of a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Gary Bourret Subdivision on Property Located in Downs Township at 6739N 1800 East Road, Bloomington, File No. S-05-08
    - b) General Report
    - c) Other

E. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

- a) Request Approval of Agreement for Exclusive Beverage Rights for McLean County Parks to Central States Coca-Cola Bottling Company – Parks and Recreation
- b) Request Approval to Recommend Parking Lot Bid for the Rear Parking Lot of the McLean County Nursing Home – Nursing Home
- c) General Report
- d) Other

F. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) Request Approval of Letting results from April 25, 2005 for County and Township Projects
- b) Request Approval of Contract for Appraisal Services of Richard Castelli to perform Appraisals for County Highway #53, (Danvers/Carlock Rd.) Section 03-00148-02-AS
- c) Request Approval of 80,000 Pound Road Design for Danvers/Carlock Road
- d) Request for Approval of Holder Bridger and Culvert Engineering Services Agreement, Section 05-00040-04-BR and 05-00040-05-BR
- e) Request Approval of 2005 Lexington Bridge Repair Petition
- f) Request Approval of 2005 Money Creek Bridge Repair Petition
- g) Request Approval of 2005 Money Creek Joint Culvert Petition
- h) General Report
- i) Other

G. Finance Committee – Chairman Sorensen

1) Items to be Presented for Action:

- a) Request Approval of State Fiscal Year 2006 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application and Intercity Bus Grant Application -- Building & Zoning 39-70
- b) Request Approval of Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community d/b/a Show Bus 71-91

- c) Request Approval of an Ordinance Authorizing the Execution and Delivery of of an Intergovernmental Cooperation Agreement for the Assist 2005 Single Family Mortgage Revenue Bonds – County Administrator’s Office 92-126
- d) Request Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2006 – County Administrator’s Office 127-149
- 2) Items to be Presented to the Board:
  - a) Request Approval of an Amendment to the McLean County Personnel Policies and Procedures Ordinance Approving and Adopting Policy Governing County Provided Cell Phones and Laptop Computers – County Administrator’s Office
  - b) General Report
  - c) Other

H. Report of the County Administrator

- 1) Items to be Presented to the Board:
  - a) General Report
  - b) Other

6. Other Business and Communications

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

8. Adjournment



Fred Finck, Chief

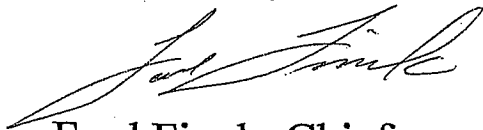
Mike Sweeney, Chairman  
McLean County Board

Dear Chairman Sweeney,

First, I would like to thank you and the county board for the opportunity to have served as Chief of the McLean County Emergency Squad. The experience has been rewarding and it has been my honor to have worked with a great group of professional and dedicated men. These men give of themselves and take time away from their families every week to prepare to serve one of the largest counties in the state of Illinois.

My wife and I will be relocating to Kentucky in early June. Again thank you and I wish the best of everything to the emergency squad, the county and the families and members of the county board.

Respectfully submitted,



Fred Finck, Chief  
McLean County Emergency Squad

ATTN: TARI RENNER - CHAIRMAN JUSTICE COMMITTEE



Agreement for Verizon Public Communications Services

Agreement Number: 110000293

This Agreement, effective \_\_\_\_\_, by and between Verizon\* and MCLEAN COUNTY GOVT (hereinafter "Location Provider"), is for the provision of public communications services and equipment at the location(s), and for the type of service and payphone numbers indicated in Attachment B, or as noted below:

Location Provider Address (the "Premises") 104 W FRONT ST  BLOOMINGTON IL 61701	Mailing Address: 104 W FRONT  BLOOMINGTON IL 61701
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Location Provider Federal Tax ID/Social Security Number:	IRS Status: Corporate <input type="checkbox"/> ; Partnership <input type="checkbox"/> ; Individual <input type="checkbox"/> ; Government <input checked="" type="checkbox"/> ; Exempt <input type="checkbox"/> ; Other:
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PTN	Type	Address	City	St	Zip	Commission
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Please See Attachment B

The following Attachments are incorporated into, and thereby become part of, the Agreement:

Attachment A, Attachment B, Attachment \_\_\_\_\_, Attachment \_\_\_\_\_

**1. TERM:**  
Verizon shall arrange for the provision of public communications services at all Location Provider locations covered by this Agreement. This Agreement shall be in effect for an initial term of 2 years, beginning on the date written above, and shall automatically renew for additional, successive one-year terms, unless either party provides written notice of its intent not to renew this Agreement at least thirty (30) days, but not more than ninety (90) days, prior to the end of the initial term or any renewal term.

**2. AUTHORITY:**  
The person signing represents and warrants: 1) to have the authority to execute this Agreement; 2) that Location Provider has the legal right to possession of the premises; and 3) that Location Provider has not entered into any other agreement that is inconsistent with this Agreement. Location Provider and person signing this Agreement will hold harmless and indemnify Verizon from any claims or liabilities arising from inaccuracy or omission in such warranties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement on the dates written below. Acceptance shall be subject to the discretion of Verizon.

BY: (Verizon Authorized Signature)	BY: (Location Provider Authorized Signature)
A. Accepted by Verizon	B. Accepted by Location Provider

<b>X</b>	<b>X</b>
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Printed Name: Douglas Vasilas	Printed Name: MICHAEL F SWEENEY
Title: National Sales Mgr Date:	Title: COUNTY BOARD CHAIRPERSON Date:

**3. NOTICES:**  
All notices required to be in writing shall be delivered to the party at the addresses specified below. Each party shall notify the other of any changes in address by providing the other party thirty (30) days prior written notice.

To: Verizon			To: MCLEAN COUNTY GOVT		
Street: 110 East Monroe			Street: 104 W FRONT		
City: Bloomington	State: IL	Zip: 61701	City: BLOOMINGTON	State: IL	Zip: 61701
Attention: Contract Administrator			Attention: MICHAEL F SWEENEY		
Telephone Number: (800)822-2646			Telephone Number: 309-888-5110		

The Verizon Account Representative is: ROBERT VIETTI Telephone No: 8003802033

**4. LOCAL AND INTRALATA CALLS:**  
During the term of this Agreement, Verizon shall carry or select the carrier for all local and intraLATA payphone calls that Verizon is permitted under applicable law to carry. If Verizon is required by regulatory requirement or otherwise to route such calls to a carrier other than Verizon, then Verizon may terminate this agreement on thirty (30) days notice to the Location Provider and remove its payphones without charge or penalty.

**5. INTERLATA CALLS:**  
The Location Provider hereby grants and assigns to Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls in Verizon's name as the contracting party for all payphones covered by this Agreement, provided that Location Provider does not have an existing agreement with another entity for these calls. In the event Location Provider has an existing agreement with respect to these calls, Location Provider grants Verizon the exclusive right to provide or arrange for the provision of pre-subscribed interLATA calls upon the expiration of such existing agreement on the date indicated by Location Provider below. If no interLATA contract expiration date is indicated, Location Provider represents that it has no existing interLATA agreement. Location Provider agrees to pay any charges associated with said payphones that may be imposed by the interLATA carrier if Location Provider selects such carrier.

Location Provider's Initials: \_\_\_\_\_ Date Existing InterLATA Contract Expires (if any): \_\_\_\_\_

\* "Verizon" is the Verizon telephone company that serves your area. The Verizon telephone companies are: Verizon Delaware Inc., Verizon Maryland Inc., Verizon New Jersey Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon West Virginia Inc., Verizon New England Inc., Verizon New York Inc., Verizon California Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon North Inc., Verizon Northwest Inc., Verizon South Inc., Verizon West Coast Inc., GTE Alaska Incorporated, GTE Southwest Incorporated dba Verizon Southwest, GTE Arkansas Incorporated dba Verizon Arkansas, GTE Midwest Incorporated dba Verizon Midwest, The Micronesian Telecommunications Corporation, Contel of Minnesota, Inc. dba Verizon Minnesota.

#### **6. RIGHTS AND DUTIES:**

- A. **Location Provider shall grant Verizon the exclusive right to arrange for the installation and operation of payphones and related public communications services and equipment at all of Location Provider's locations identified above or in Attachment B.** Such service may be provided by Verizon or other service and equipment providers selected by Verizon. Location Provider expressly agrees not to enter into the same or similar arrangement with any other source, person or entity for the provision of pay telephone service at such locations during the entire term of this Agreement. Location Provider shall maintain the area around the public communications equipment, and provide suitable space, safe and convenient access to the public, and electrical power, if necessary, at Location Provider's expense, for the use of the public communications equipment. Location Provider shall provide Verizon with access to the premises during normal working hours. Location Provider shall take reasonable precautions to protect the public communications equipment from damage, vandalism, theft, and hazardous conditions, and promptly report all such conditions and any service failures to Verizon. In the event of any damages or theft, Verizon may condition continuance of the public communications service on Location Provider's reimbursement to Verizon for such losses. Location Provider shall not affix or permit to be affixed any other signs, materials or information to the payphones or equipment.
- B. **Verizon shall comply with all licensing and federal accessibility requirements upon installation of its equipment.** Verizon may install signs on or near the telephones to identify the telephones and public communications services to users, and may install advertising for products and services that do not compete with Location Provider's business, within or on the telephone enclosures, instruments, handsets and equipment. Verizon shall not be responsible for providing text telephone, TDD equipment, or ramps, curb cuts or other changes to Location Provider's property. Verizon may change the assigned telephone number(s) at any time at its sole discretion.

#### **7. RELOCATION AND REMOVAL:**

Unless mutually agreed upon, no payphones shall be relocated or removed from their location, provided that Verizon reserves the right to move or remove any payphone which (i) does not produce minimum revenues to support continued operation in accordance with Verizon's guidelines or (ii) is subjected to repeated acts of vandalism or misuse. Verizon shall not be responsible for restoring Location Provider's premises after any relocation or removal of payphones or enclosures. Upon permanent relocation or removal of any telephone, Verizon may leave in place and dedicate to Location Provider such useful equipment and facilities as concrete pads, bumper posts and underground conduit ("Transferred Equipment"), the ownership and responsibilities of which shall be automatically transferred to Location Provider unless Location Provider notifies Verizon in writing within thirty (30) days of the permanent relocation or removal of the payphone that Verizon must remove such Equipment.

#### **8. TERMINATION LIABILITY:**

In the event that Location Provider causes this Agreement to be terminated prior to its scheduled expiration date then, in addition to such other remedies as may be available at law or in equity, Location Provider shall pay Verizon a termination fee equal to the sum of (a) \$400 per inside payphone and \$750 per outside payphone to recover the cost of installation, removal and refurbishment of the equipment, and (b) \$200 per payphone per month for each month that remains in the term of the Agreement, up to a maximum of twelve months. Verizon may require that such payment be made before Verizon will disconnect and remove its payphone(s). Such payments may also be deducted from any commission payable hereunder. Location Provider shall also reimburse Verizon for all costs and legal fees incurred to collect such fees, or to enforce its rights or remedies under this Agreement.

#### **9. INDEMNIFICATION:**

Verizon shall indemnify and hold Location Provider harmless to the extent required by law for liabilities imposed upon the Location Provider for bodily injuries and property damages caused by the negligent acts or omissions of Verizon's employees while on Location Provider's premises in the course of its performance of this Agreement, except as may be otherwise provided by applicable tariffs, laws or regulations. Location Provider shall indemnify and hold Verizon harmless from claims and liabilities arising from Transferred Equipment or from Location Provider's operation and maintenance of the Premises.

#### **10. LIMITATION OF LIABILITY:**

Upon receiving timely notice of any service failures or equipment outages affecting the payphone equipment, Verizon shall undertake appropriate repair efforts to correct such service failures and equipment outage or failure, which efforts shall constitute the sole and exclusive liability of Verizon in connection with service failure or equipment outage. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH FAILURE, WHETHER CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

#### **11. MISCELLANEOUS:**

- A. **Causes Beyond Control of a Party.** Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes that could not with reasonable diligence be controlled or prevented by the party.
- B. **Subcontractors and Successors.** Verizon may perform its obligations under this Agreement through subcontractors. Location Provider may not assign this Agreement or delegate any rights or obligations hereunder to any other person or entity without the written consent of Verizon. Verizon may assign this Agreement, or its performance of any rights or duties under this Agreement, to other service providers. This Agreement shall bind the parties, their successors and assigns.
- C. **Entire Agreement.** This Agreement, including any Attachments and Addenda, contain the entire Agreement by and between the parties and supersede any previous understandings or agreements between the parties, and may not be modified except by an agreement confirmed in writing.



**Attachment B: Location Addresses and Pay Telephone Numbers**

The Agreement for Public Communications Services between Location Provider and Verizon includes the following Pay Telephone Numbers (PTN) by Location Address and Type of service listed below:

Type = Public (P)      Custom (C)

PTN/DTN	Type	Address	City	St	Zip	Commission
309-827-9057	P	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9102	C	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9174	C	200 W FRONT ST	BLOOMINGT ON	IL	6170150 48	N
309-827-9200	C	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9269	P	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9300	C	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9353	P	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-827-9559	P	104 W FRONT	BLOOMINGT ON	IL	6170150 05	N
309-726-9208	C	RT 1	HUDSON	IL	6174898 01	N
309-454-9358	P	901 N MAIN	NORMAL	IL	6176115 59	N



Attachment A: Revised Commission Schedule

MCLEAN COUNTY GOVT

This Attachment A to the Agreement for Verizon Public Communications Services ("Agreement") describes the commission terms and conditions for the payphone service classified as "Public" at all Location Provider locations covered by the Agreement.

1. For the exclusive right to provide payphone service, Verizon shall pay to the Location Provider commissions based on a percentage of "Verizon Monthly Revenue" from all payphones on the Location Provider's premises. Verizon shall pay to the Location Provider a commission on all "Verizon Monthly Revenue" that exceeds a per station threshold of 110dollars per month ("Excess Revenues"). The commission rate applied to Excess Revenues shall be determined on a per payphone basis according to the following chart:

<u>Verizon Monthly Revenue</u>	<u>Commission Rate On Excess Revenues</u>
Below \$100	0%
\$100.01 - \$160	4%
\$160.01 - \$220	5%
\$220.01 - \$280	6%
\$280.01 - \$340	7%
\$340.01 - \$400	8%
\$400.01 - \$460	9%
\$460.01 - \$520	10%
Above \$520.01	11%

As an example, if the threshold were \$100, and the "Verizon Monthly Revenue" for a payphone were \$190, the commission for that payphone would be 5% of "Excess Revenues." For this payphone "Excess Revenues" would be revenue in excess of \$100, or in this example, \$90, and the commission would be 5% of \$90, or \$4.50. If a second payphone for that account (same threshold) had "Verizon Monthly Revenue" of \$380, the commission for that second payphone would be 8% of all "Excess Revenues", or 8% of \$280, or \$22.40. If a third payphone had Verizon Monthly Revenue of \$100, the Commission would be 0% of Excess Revenues, or \$0. Thus, for this account, the commission would be \$4.50 on one payphone, \$22.40 on the second payphone, and \$0 for the third pay phone for a total of \$26.90.

2. "Verizon Monthly Revenue" is calculated by combining: i) gross coin (local, intraLATA, interLATA, and directory assistance); and (ii) gross billed 0+ local, intraLATA calls, and InterLATA calls carried by Verizon selected PIC.

3. Verizon may hold payments until a \$25.00 minimum is attained. Once a statement of account is rendered, such statement shall be deemed correct and binding upon the Location Provider if Verizon does not receive written objection within sixty (60) days after a statement of account is rendered.

Location Provider Authorized Representative's Initials: \_\_\_\_\_

Commissions paid to: (Payee name) Please print. MCLEAN COUNTY GOVT	Attention THE COUNTY OF MCLEAN			For Office
Address 104 W FRONT	City BLOOMINGTON	State IL	Zip 61701	Att:

**RESOLUTION GRANTING SITING APPROVAL FOR  
VERTICAL AND HORIZONTAL EXPANSION OF THE  
ADS/MCLEAN COUNTY LANDFILL #2 TO AMERICAN  
DISPOSAL SERVICES OF ILLINOIS, INC.**

**WHEREAS**, following timely publication and service of pre-filing notices AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC. filed an application for local siting approval of a new pollution control facility within McLean County for the expansion of its municipal solid waste landfill on December 10, 2004, pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 5/39.2) (Act); and

**WHEREAS**, McLean County Revised Code, Chapter 33 (1993) establishes a procedure for review of new pollution control facility requests in McLean County, Illinois, where in the McLean County Pollution Control Site Hearing Committee is designated to conduct the public hearing required under Section 39.2 of the Act; and

**WHEREAS**, following timely publication and service of notice of the public hearing the McLean County Pollution Control Site Hearing Committee held a public hearing on March 10, 2005, pursuant to the Act and Chapter 33 of the County's Revised Code; and

**WHEREAS**, a quorum of the McLean County Pollution Control Site Hearing Committee attended the public hearing; and

**WHEREAS**, the McLean County Pollution Control Site Hearing Committee has made its recommendations for siting approval to the McLean County Board, which includes the determination that all applicable requirements of Section 39.2 of the Act and Chapter 33 of the County's Revised Code have been met based upon the Siting Application, notifications, the public hearing, including the expert testimony presented and exhibits admitted there, the public comment and the record.

**NOW, THEREFORE BE IT RESOLVED** that the Findings of Fact and Recommendation of the McLean County Pollution Control Site Hearing Committee, attached hereto as Exhibit A, are adopted by the McLean County Board; and

**BE IT FURTHER RESOLVED**, that the McLean County Board has jurisdiction and hereby determines that American Disposal Services of Illinois, Inc. has satisfied the applicable criteria, subject to the conditions in the attached Findings of Fact and Recommendation; and

**BE IT FURTHER RESOLVED**, that the McLean County Board approves the request of American Disposal Services of Illinois, Inc. for site approval for the proposed expansion, provided that the conditions set forth are not inconsistent with regulations of the Pollution Control Board or the terms of any development or operating permits approved by the Illinois Environmental Protection Agency.

**APPROVED** by the County Board of McLean County, Illinois this 17th day of May, 2005.

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MICHAEL F. SWEENEY  
CHAIRMAN OF THE  
MCLEAN COUNTY BOARD

ATTEST:

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PEGGY ANN MILTON  
COUNTY CLERK OF THE  
MCLEAN COUNTY BOARD

BEFORE THE MCLEAN COUNTY BOARD  
MCLEAN COUNTY, ILLINOIS

IN RE: SITING APPLICATION FOR )  
VERTICAL AND HORIZONTAL ) 2004 PCF 1  
EXPANSION OF THE ADS/MCLEAN )  
COUNTY LANDFILL #2 )

**FINDINGS OF FACT AND RECOMMENDATION OF THE MCLEAN  
COUNTY POLLUTION CONTROL SITE HEARING COMMITTEE  
TO THE MCLEAN COUNTY BOARD TO APPROVE THE SITING  
APPLICATION OF AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.**

On December 10, 2004, American Disposal Services of Illinois, Inc. ("ADS") filed a Siting Application for Vertical and Horizontal Expansion of the ADS/McLean County Landfill #2 with the McLean County Clerk, requesting approval to expand its existing municipal solid waste landfill located within the County. The County's review is governed by Section 39.2 of the Illinois Environmental Protection Act ("Act"), which requires the County Board to determine whether the applicant has submitted sufficient detail to demonstrate that the proposed facility meets the Act's criteria. The County's review is also governed by McLean County Revised Code, Chapter 33 (1993) regarding Pollution Control Facilities ("Siting Ordinance"), which establishes, among other requirements, that the public hearing required by Section 39.2 of the Act be conducted by the McLean County Pollution Control Site Hearing Committee ("Committee") and that this Committee may establish for the County Board findings of fact and a recommendation. See, Sections 33.12, 33.13 and 33.16 of the McLean County Revised Code, Chapter 33 (1993).

ADS timely published and served Notice of Intent to File Siting Application ("pre-filing notice") consistent with Section 39.2(b) of the Act. Following the issuance of the pre-filing notices by ADS, McLean County timely published and served Notice of Public Hearing



consistent with Section 39.2(d) of the Act, the County's Siting Ordinance, and the Open Meeting Act. The Public Hearing was held before this Committee on March 10, 2005, in Room 400 of the Government Center. A quorum of the Committee attended the Public Hearing.

Based on the record in this siting proceeding maintained by the County Clerk, including, but not limited to, the Siting Application, the testimony presented and the exhibits admitted at the Public Hearing, including the power-point presentation, the transcript and public comments (both written and oral), this Committee finds that the County has jurisdiction. Based upon this record, this Committee further finds that the applicant, ADS, has satisfactorily demonstrated compliance with the criteria set forth in Section 39.2(a) of the Act and the Siting Ordinance, subject to the conditions, as set forth below. This Committee further finds that the conditions set forth below are reasonable and necessary, are supported by the record, and one was stipulated as acceptable to ADS during the Public Hearing. Therefore, this Committee recommends that the County Board approve ADS' Siting Application for the new pollution control facility ("Proposed Expansion Area") through the adoption of the Resolution attached to this Committee's Findings and Recommendation.

**Criterion No. 1:     the facility is necessary to accommodate the waste  
                          needs of the area it is intended to serve.**

This Committee finds that ADS has met this Criterion, including through the needs report in Section 1 of the Siting Application and testimony of John P. Lardner, P.E. with Andrews Environmental Engineering, Inc. ("Andrews"). Mr. Lardner's report identified McLean County as the Primary Service Area, with the Secondary Service Area consisting of the counties surrounding McLean. Mr. Lardner's report utilized published information to track waste

generation and waste disposal capacity to support his conclusion. No evidence was presented challenging Mr. Lardner's analysis or conclusion. Based upon Mr. Lardner's report, analysis and testimony, this Criterion is met.

**Criterion No. 2: the facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.**

This Committee finds that ADS has met this Criterion, including through the report in Section 2 of the Siting Application and testimony of Douglas W. Mauntel, P.E. with Andrews and Daniel J. Winters, General Manager with ADS, subject to the following condition. Mr. Mauntel's testimony addressed the design and location of the Proposed Expansion Area while Mr. Winters addressed its proposed operation. Mr. Mauntel assessed and based his opinion that the Proposed Expansion Area meets Criteria No. 2 on, among other factors:

- location standards;
- the liner system;
- leachate management;
- gas monitoring;
- the final cover system;
- the storm water management plan;
- construction quality assurance program;
- closure/post-closure care plans;
- the hydrogeologic investigation;
- the ground water impact assessment; and
- the groundwater monitoring plan.

Mr. Mauntel presented how these components meet applicable regulations. In addition, Mr. Mauntel presented evidence/testimony that these same engineering features are currently permitted by the Illinois Environmental Protection Agency ("Illinois EPA") at the existing facility, therefore demonstrating the environmental suitability of the facility. No evidence was presented challenging the analysis or conclusions of Messrs. Mauntel and Winters regarding this

Criterion No. 2. While the record demonstrates that the proposed facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected, the following condition is reasonable and has been stipulated as acceptable to ADS.

Condition No. 1: ADS shall comply with the Illinois Water Well Construction Code of the Illinois Department of Public Health, 77 Ill. Adm. Code Part 920, including but not limited to the notification provisions prior to and after a well is sealed or abandoned at Sections 920.120(e)(1)-(2) and the reporting requirements at Section 920.170(i).

**Criterion No. 3:** the facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property.

This Committee finds that ADS has met this Criterion, including through the reports in Section 3 of the Siting Application and testimony of John P. Lardner, P.E. with Andrews, and J. Edward Salisbury, principal with Salisbury and Associates, Inc. Mr. Lardner's report and analysis assessed the land uses within a quarter mile of the Proposed Expansion Area, the McLean County Regional Comprehensive Plan and the City of Bloomington Comprehensive Plan to conclude that the first prong of this Criterion No. 3, that the facility is located so as to minimize incompatibility with the character of the surrounding area, is met.

Mr. Salisbury, State Certified Real Estate Appraiser, used the following five (5) analyses to conclude that the second prong of Criterion No. 3 regarding real estate values is met:

- Review of value studies for other landfills;
- Analysis of the Comprehensive Plans for the City of Bloomington and McLean County;
- Area Subdivision Development Analysis;
- Farmland Value Analysis, and
- Residential Value Analysis.

He determined that the impact of an operating landfill is a good indicator of the anticipated impact of the expansion of that landfill on the value of the property surrounding the proposed expansion. Regarding his Residential Value Analysis, Mr. Salisbury found that proximity to the landfill has not caused any diminution in value of residential real estate. Neither property values nor appreciation were impacted by proximity to the landfill. Regarding his Area Subdivision Development Analysis, he concluded that significant subdivision development in reasonably close proximity to the operating landfill indicates that it has had little or no negative effect on the surrounding area, and that the same would be expected for the Proposed Expansion Area. Based upon these experts' analysis and testimony, this Committee finds that the facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property.

Two members of the public who own property or reside in the vicinity of the existing landfill and the Proposed Expansion Area provided public comment. One, Harry H. Hall, complimented ADS on being a good neighbor. Nevertheless, without any supporting information, Mr. Hall requested a condition that would limit the life of the Proposed Expansion Area to a fixed period of seven (7) years, irregardless of the information presented by ADS that the expected life of the expansion is based upon its capacity or airspace and ADS' ability to attain historic waste receipts. Hall suggests that a strict 7-year limit on the landfill life would better enable him to develop his property in the future.

Mr. Peterson, in written comment, states that the assessed value of property within close proximity of the landfill has consistently risen, but claims that the existing landfill has been odorous and that the expansion could be detrimental to residential sales, especially if the odors continue unabated while property tax assessments continue to increase. ADS filed public

comment in response, explaining that it promptly addressed the odors that may have given rise to Mr. Peterson's complaint as soon as the source of the odors were identified and that it is not responsible for real estate assessments, but stood by its experts report and testimony on real estate values. Public comment is to be afforded less weight. No evidence was presented rebutting the bases of Mr. Salisbury's report and conclusions and thus this Committee deems no condition is necessary to meet this Criterion.

**Criterion No. 4: (B) for a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain, or . . . the site is flood-proofed.**

This Committee finds that ADS has demonstrated that the Proposed Expansion Area is located outside the boundary of the 100-year floodplain through the report at Section 4 of ADS' Siting Application and the testimony of Michael C. Friend, P.E. with Andrews, in reliance upon the FIRM maps for the area. No evidence was presented challenging Mr. Friend's analysis or conclusion that the Proposed Expansion Area meets Criterion No. 4.

**Criterion No. 5: the plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents.**

This Committee finds that ADS has demonstrated compliance with this Criterion, including through the report at Section 5 of the Siting Application and the testimony of Daniel J. Winters. Mr. Winters is General Manager with ADS and is a Certified Landfill Operator licensed by the Illinois EPA. Mr. Winter's evidence relied on his experience of operating at this location for 26 years.

Mr. Peterson, a member of the public who owns property and resides in the vicinity of the landfill, filed written comment, stating that the assessed value of property within close proximity of the landfill has consistently risen, but claims that the existing landfill has been odorous and that the expansion could be detrimental to residential sales, especially if the odors continue unabated while property tax assessments continue to increase. ADS filed public comment in response, explaining that it promptly addressed the odors that may have given rise to Mr. Peterson's complaint as soon as the source of the odors were identified. Public comment must be considered, but is entitled to lesser weight than testimony presented under oath and subject to cross-examination. This Committee finds no condition is necessary to meet this Criterion.

**Criterion No. 6:       the traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows.**

This Committee finds that ADS has demonstrated compliance with this Criterion, including through the report and analysis at Section 6 of the Siting Application and the testimony of Michael C. Friend, P.E. with Andrews, who evaluated four (4) potential impacts:

- Structural Capacity;
- Highway Capacity;
- Intersections and Entrances; and
- Safety.

Both a pre-filing review and a final review of the analysis included in the Siting Application were performed by the McLean County Highway Department. These reviews confirmed that the scope of the study area, which included McLean County Highway 26 (West Oakland Avenue) from Six Points Road to Euclid Avenue, was appropriate.

No evidence was presented challenging Mr. Friend's analysis or conclusions that this Criterion is met.

**Criterion No. 7: if the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release.**

This Committee finds that ADS has demonstrated in Section 7 of the Application and through the testimony of Daniel J. Winters, General Manager with ADS, that this Criterion does not apply, in that the Proposed Expansion Area will not be treating, storing or disposing of hazardous waste.

**Criterion No. 8: if the facility is to be located in a county where the county board has adopted a solid waste management plan consistent with the planning requirements of the Local Solid Waste Disposal Act or the Solid Waste Planning and Recycling Act, the facility is consistent with that plan.**

This Committee finds that ADS has met this Criterion through the report at Section 8 of the Siting Application and the testimony of John P. Lardner, P.E. with Andrews, who assessed the 1990 McLean County Regional Planning Needs Assessment Report, the 1991 Integrated Solid Waste Management Plan and two (2) Five-Year Plan Updates approved in 1997 and 2002 to reach his conclusion. Components of the Plan and Updates that support his conclusion include that:

- With the re-opening of the ADS landfill, efforts to identify a siting for a landfill within the County would no longer be actively pursued;
- The County would rely on privately owned and operated landfills; and
- The County would not discourage a party wishing to expand an existing landfill.

No evidence was presented challenging Mr. Lardner's analysis or opinion that this Criterion No. 8 is met.

**Criterion No. 9:** if the facility will be located within a regulated recharge area, any applicable requirements specified by the Board for such areas have been met.

This Committee finds that ADS has demonstrated that this Criterion does not apply through the report at Section 9 of the Siting Application and through the testimony of Douglas W. Mauntel, P.E. with Andrews, who provided evidence that the Proposed Expansion Area is not located in a Regulated Recharge Area.

**Additional Considerations:**

This Committee has also considered the previous operating experience and past record or admissions of the applicant (and any subsidiary or parent corporation) in the field of solid waste management, as presented in the Siting Application, in considering Criteria Nos. 2 and 5 above, consistent with Section 39.2 of the Act and the County's Siting Ordinance. In addition, through the testimony of Terry W. Bent, the Applicant's Environmental Manager, and the testimony of Daniel J. Winters, Site Manager for ADS, this Committee finds that ADS' operating record bears favorably with respect to Criteria Nos. 2 and 5.

**General Conditions:**

This Committee recommends that the following two general conditions are necessary and reasonable to meet the siting law, and are supported by the record in this proceeding.

**Condition No. 2:** ADS shall comply with all terms of the Host County Agreement previously executed with McLean County on September 21, 2004, and as may be amended from time to time. All terms of the Agreement are enforceable as



conditions of this siting approval, in addition to being enforceable under contract law.

Condition No. 3:

If any approval or condition by this Committee or of the County Board conflicts with any requirement imposed by the Illinois EPA (that has been imposed by the Illinois EPA independently of any request by ADS for such requirements) the decision of the Illinois EPA shall supercede the County's approval or its condition.

Date: April 27, 2005



By: MICHAEL F. SWEENEY  
CHAIRMAN OF THE MCLEAN  
COUNTY POLLUTION CONTROL  
SITE HEARING COMMITTEE

**PROGRAM TITLE:** CAC Technology Upgrades

**AGREEMENT NUMBER:** 202306

**PREVIOUS AGREEMENT NUMBER(S):**

**ESTIMATED START DATE:** March 1, 2005

**SOURCES OF PROGRAM FUNDING:**

*Victims of Crime Act FFY 02 Funds:* \$ 2,349

*Matching Funds:* \$ 588

*Over-Matching Funds:* \$

**Total:** \$ 2,937

**IMPLEMENTING AGENCY:** The County of McLean on behalf of the McLean County Child Protection Network

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer  
**TELEPHONE:** 309-888-5100

**PROGRAM AGENCY:** McLean County Child Protection Network/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**PROGRAM DIRECTOR:** Billie Larkin  
**TITLE:** Executive Director  
**TELEPHONE:** 309-888-5854  
**E-MAIL:** billie@mclean.gov

**FISCAL CONTACT PERSON:** Mary Whitaker  
**AGENCY:** McLean County Child Protection Network  
**TITLE:** Asst. Director of Operations  
**TELEPHONE:** 309-888-5853  
**FAX:** 309-888-4969  
**E-MAIL:** marywh@mclean.gov

**PROGRAM CONTACT PERSON:** Laura Tuffentsamer  
**TITLE:** Associate Director of Training  
**TELEPHONE:** 309-888-5852  
**FAX:** 309-888-4969  
**E-MAIL:** laurat@mclean.gov

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and The County of McLean on behalf of the McLean County Child Protection Network, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Bloomington, Illinois 61701, for implementation of the CAC Technology Upgrades Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

**WHEREAS**, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

**WHEREAS**, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

## SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from March 1, 2005 through July 31, 2005.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

## SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
  - i) Is a nonprofit organization or public agency that provides services to victims of crime;
  - ii) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
  - iii) Utilizes volunteers;

- iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
  - v) Assists victims in seeking available crime victim compensation benefits;
  - vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
  - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
  - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
  - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

#### **SECTION 5. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$2,349 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 6. MATCH**

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 7. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 8. NON-SUPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

#### **SECTION 9. REPORTING REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims served by program, type of crime, type of services provided, race, national origin, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours contributed during the reporting period by paid and volunteer professional and clerical staff and interns.
- c) Program Information and Activities: Number of referrals to other agencies.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes which have been made in the program since receiving the federal funds which will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- d) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- e) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- f) Staff information, including the number of hours of training received by volunteers and paid staff; and
- g) Program information and activities, including the number of hours of training presented, number of

hours of public information and education programs presented.

The Implementing Agency is further required to submit quarterly fiscal reports and to file year-end program financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 10. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

#### **SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement



through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.



## **SECTION 15. CLOSE-OUT REQUIREMENTS**

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

## **SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

## **SECTION 17. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1,

1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices

affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

#### SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

**SECTION 20. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

**SECTION 21. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

**SECTION 22. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

**SECTION 23. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

**SECTION 24. EXHIBITS**

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

#### **SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 27. CERTIFICATION REGARDING LOBBYING**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 29. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance

with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and

rehabilitation is required and indicating that a trained referral team is in place.

- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 30. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 31. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 32. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-VA-GX-0017, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

**SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

**Name:** The County of McLean on behalf of the McLean County Child Protection Network

**Taxpayer Identification Number:**

Employer Identification Number 36-6001569

*(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status (check one):**

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Nonresident Alien                          |
| <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Medical Corporation                        |
| <input checked="" type="checkbox"/> Government         | <input type="checkbox"/> Pharmacy (non-corporate)                   |
| <input type="checkbox"/> Estate or Trust               |   |

**SECTION 34. FEDERAL GRANT INFORMATION**

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2002-VA-GX-0017)
- Grant Award Year: Federal Fiscal Year 2002

**SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.



**SECTION 36. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

**SECTION 37. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

**SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of outreach to the project's target population either through reaching out to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

**SECTION 39. EQUIPMENT REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or

- D. Extend the period to purchase this equipment past the 90-day period.


**SECTION 40. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
Board Chair  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Board Treasurer  
McLean County  
Date

  
\_\_\_\_\_  
Billie M. Larkin  
Executive Director  
McLean County Child Protection Network  
4-12-05  
Date

\_\_\_\_\_  
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## EXHIBIT A: PROGRAM NARRATIVE

### InfoNet Technology Purchases The County of McLean on behalf of the McLean County Child Protection Network (CAC) Agreement # 202306

#### I. SUMMARY OF PROGRAM

The Authority partnered with the Illinois Coalition Against Domestic Violence (ICADV) and the Illinois Coalition Against Sexual Assault (ICASA) to develop a data collection system for victim service providers called InfoNet. During 2004, the Authority collaborated with the Children's Advocacy Centers of Illinois to make InfoNet available to the advocacy centers in the state. InfoNet is a web-based application maintained centrally by professionally trained technical staff at the Authority. At the core of the system is a server database that resides at the Authority. Victim service agencies throughout Illinois access this database using a web-browser.

The Authority wants to ensure that children advocacy centers (CACs), which started to use InfoNet during the fall of 2004, have access to the latest technologies in order to support maximum efficiency when using the application. This grant will support the purchase of computer equipment, including computers and printers, and/or high speed Internet access.

#### II. STATEMENT OF PROBLEM

To ensure maximum efficiency when using InfoNet, centers need resources for technology, including computers, printers, and high speed Internet access. The availability of funds for technology will allow centers to: 1) purchase additional computers and/or printers for staff who will access InfoNet; and/or 2) secure high speed Internet access to facilitate the transmission of data between the child advocacy center and the Authority. Newly procured equipment will meet the minimum specifications listed in Attachment A.

#### III. GOALS AND OBJECTIVES

**Goal 1:** Ensure child advocacy centers (CACs) have equipment needed to ensure maximum efficiency when using the web-based data collection system, InfoNet.

**Objective 1:** Determine technology needs to meet minimum specifications for InfoNet (Attachment A).

**Objective 2:** Purchased equipment and/or high-speed Internet access using a

competitive process.

#### **IV. PROGRAM STRATEGIES**

The CAC will work with Authority staff to determine technology needs based on minimum specifications for accessing InfoNet. The CAC will engage in a competitive process to identify a vendor and purchase the needed computer, printer, and/or high speed Internet access. Authority staff will continue to work closely with end-users to monitor the expenditure of funds and the efficiency of the new equipment.

#### **V. IMPLEMENTATION SCHEDULE**

<b>Task</b>	<b>Date Begun</b>	<b>Date Completed</b>	<b>Staff Responsible</b>
Determine technology needs	03/28/05	04/29/05	CAC and Authority staff
Select vendor	05/02/05	05/06/05	CAC staff
Purchase computer, printer, and/or high speed Internet access	05/09/05	06/01/05	CAC staff
Submit final report to Authority	06/15/05	06/15/05	CAC staff

#### **VI. PERFORMANCE INDICATORS**

The CAC will report the number of computers, printers, and/or high-speed Internet connections purchased with grant funds. The CAC will also provide a brief summary that describes the impact of the equipment or Internet connection.

**EXHIBIT B: BUDGET DETAIL**

**InfoNet Technology Upgrades  
The County of McLean on behalf of the McLean County Child Protection  
Network (CAC)  
AGREEMENT # 202306  
(March 28, 2005 to June 30, 2005)**

<b>Budget Item</b>	<b>Federal Amount</b>	<b>Match Amount</b>	<b>Total</b>
<b>Equipment</b>	\$2,349	\$588	\$2,937
<b>Total</b>	<b>\$2,349</b>	<b>\$588</b>	<b>\$2,937</b>

**EXHIBIT B: BUDGET NARATIVE**

The CAC will be responsible for purchasing a total of \$2,349 in computers, printers, and/or high speed Internet access and reporting in-kind match totaling \$588. (Staff time entering data into InfoNet will be reported for the match contribution).

**InfoNet**  
**Minimum Computer Specifications**

<b>Computer</b>		
<i>Hardware</i>	Processor	2.20 G HZ Processor (higher is better)
	Memory	256 MB RAM
	Hard Drive	40 GB ATA 100 7200 RPM drive
	Video Adapter	Minimum resolution 800x600 256 colors
	Monitor	Color monitor CRT with 17" screen or flat panel. Minimum resolution 1024 X 768 X 256
	Floppy Drive	3.5" 1.44 MB diskette drive
	CD-ROM	48X CD-ROM drive
	Network Card	10/100-base-T Ethernet network card
	<i>Software</i>	Operating System
Productivity Software		Microsoft Office Professional Edition

<b>Printer</b>	Speed	20ppm
	Memory	32MB
	Input Capacity	Standard 100-sheet input tray

<b>Internet Connectivity</b>	Broadband	The recommended high-speed connections include ISDN, DSL and cable. DSL is probably the best option if it is available in your area. To check DSL availability, go to <a href="http://www.dslreports.com">www.dslreports.com</a> . ISDN is also a viable option but it may be expensive because customers are usually charged for usage rather than a flat service fee. Also, while cable service is widely available throughout Illinois, it is not always available for business use.
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INTER-OFFICE COMMUNICATION  
DEPARTMENT OF BUILDING AND ZONING  
Phone: 888-5160

TO: Chairman, Matt Sorensen and Finance Committee  
FROM: Mike Behary, County Planner  
DATE: April 25, 2005  
RE: **SHOW BUS Items**

---

The attached are key sections of the application and the purchase of service agreement that are similar to the ones presented last year. Please see the complete documents at the Department of Building and Zoning.

- 1) **Section 5311 – Operating Assistance Application for Fiscal Year 2006:** This application is with the Illinois Department of Transportation and coincides with their fiscal year.
- 2) **Purchase of Service Agreement:** This is an agreement between McLean County and SHOW BUS that is similar to the one now in effect.

Laura Dick the Director of SHOW BUS and I will be present at the May 3<sup>rd</sup> Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Enclosures: Key section of the Operating Assistance Application & Purchase of Service Agreement

**Illinois Department of Transportation**

**State Fiscal Year 2006**

**Section 5311 Non-Metro Public Transportation**

**Operating Assistance Grant Application  
and  
Intercity Bus Grant Application**

**Submitted By**

**McLean County**



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Exhibit B	Proposed FY 2006 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances
Exhibit D	Sample Board Resolution
Exhibit E	Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program
Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)

## I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application. (Sections I -- VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

## Section 5311 Non-Metro Operating Assistance Grant Application Checklist

*(Must be completed and submitted with Application.)*

1.  Non-Metro Operating Assistance Grant Application Checklist
2.  Completed Copy of Standard Form 424 (Exhibit A)
3.  Operating Entity Certification (One for each operator)
4.  Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5.  Fully Completed Proposed FY 2006 Budget (Exhibit B)
6.  Applicant's Certificate of Intent (Exhibit G)
7.  Executed Resolution of the Governing Board (Exhibit D)
8.  Executed County Ordinance to Operate a Public Transit Project (Exhibit H)
9.  Executed Certifications and Assurances for Grantees (Exhibit C)
10.  Executed Affirmation of Applicant's Attorney (Contained in Exhibit C)
11.  Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12.  Fully completed Vehicle Asset Inventory (Exhibit J)
13.  Maps of the service area (Attachment I)
14.  Copies of Material Documenting Private Sector Effort (Attachment II)
15.  Grantee/Operator Organization Charts (Attachment III)
16.  Indirect Costs Rate Proposal (Attachment IV)
17.  Copy of Most Recent Audit (Attachment V)

### Comments

All costs are direct costs. Therefore, a cost allocation plan is not being submitted.

## **II. State and Regional Planning Requirements**

Illinois Executive Order #12372 requires a review of all Federal grants to ensure compliance with local and state planning processes. Therefore, using the standard federal Form 424 (Exhibit A), applicants must notify both the State and local (if applicable) review agencies of their intent to apply for a Section 5311 Rural General Public Transportation financial assistance grant. The purpose of this review is to identify any positive or negative facts that should be considered in the review of the grant application by the funding agency. Financial Assistance Agreements between the applicant and IDOT are subject to a favorable review from the State Clearinghouse.

Please complete **Exhibit A** - Standard Form 424 form and forward one copy to:

**Illinois State Clearinghouse Review  
James R. Thompson Center  
100 W. Randolph  
Suite 3-400  
Chicago, IL 60601-3270**

As a part of this application to the Illinois Department of Transportation, attach the completed SF 424 as **Exhibit A**. This is to be completed by the applicant, not the operator.

### III. Description of the Project

#### A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

##### Operator 1 (Check all that apply)

SHOW BUS

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 2 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 3 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 4 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

**Definitions:**

**Fixed route system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

**Demand responsive system** means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

**Route deviation system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

**Commuter bus service** means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

**B. System Service Area**

**1. Core Service Area**

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

<b>County Served</b>	<b>Square Mileage</b>	<b>Population</b>
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural area only)	1,184	40,249 (rural only)

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or

official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

**2. Services Provided Outside the Core Service Area**

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

**Example:**

<b>Extended Service Provided</b>	<b>Frequency</b>
<i>Shopping Trip to Springfield</i>	<i>Every 3<sup>rd</sup> Tuesday</i>

<u><b>Extended Service Provided</b></u>	<u><b>Frequency</b></u>
Iroquois County to Kankakee (service primarily to dialysis unit in Kankakee)	Three times a week
Iroquois County to Champaign (service primarily medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 <sup>nd</sup> and 4 <sup>th</sup> Monday
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Note: Use additional pages if necessary.**



### 3. Services Provided to Out-of-State Destinations

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

**Each project must complete this section of the application. You must check one of the following boxes:**

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

### C. Proposed Service Levels

#### 1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services. For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: **32,000**

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

**2. Vehicle Miles & Peak Vehicle Use**

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : **250,000**

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: **Eleven**

**3. Intercity Bus Service**

Intercity bus service miles (estimated) **50,000**

**4. Charter Services**

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604.9 (b) apply.

- ◆ A Section 5311 grantee/operator may provide incidental charter service if it determines, on an annual basis, that there are no private charter operators willing and able to provide the service. An annual public participation process, including publication of a notice that describes the charter services proposed by the grantee/operator, is required before charter services can be performed. If no willing and able private charter operators exist, the grantee/operator can provide charter service for that year.
- ◆ A Section 5311 grantee/operator may provide FTA equipment or services to a private charter operator to satisfy a capacity need or a need for accessible service. In this instance, the grantee/operator must enter into a written agreement with the private charter operator, not the charter customer.
- ◆ A Section 5311 grantee/operator may provide incidental charter service directly to the customer if the service offered by willing and able private charter operators would create a financial hardship on the customer. Hardships may be caused by state required minimum durations or deadheading charges when the distance between the charter origin and the local of the private operator is significant. Service under this exception may be approved by the FTA Regional Administrator and the grantee/operator must provide notice of the request to all private operators at least 30 days in advance of the charter service.
- ◆ A Section 5311 grantee/operator may petition the FTA Regional Administrator provide incidental charter service directly to the customer for special events. The petition must be submitted 90 days prior to the event.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization that is exempt from taxation if one or more of the following conditions apply:
  - A significant number of disabled persons will be passengers on the charter trip;
  - The entity is a qualified social service agency; or
  - The entity receives or is eligible to receive directly or indirectly from a state or local government welfare assistance funds for purposes whose implementation may require transportation.

When this exception applies, the grantee/operator must obtain a certification from the entity attesting to the fact that one or more of the above conditions apply. A list of Federal funds under this third condition can be found in Appendix A of 49 CFR part 604.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization after obtaining a certificate similar to above.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a charter customer if it has executed a formal agreement with all private charter operators determined to be willing and able to provide service.

Even if the service meets the exceptions noted above, the charter service still must be considered "incidental." Incidental charter service which does not interfere with or detract from the provision of public transportation service or shorten the life of equipment or facilities. Charter services must recover its fully allocated costs, as deficits from allowable incidental charter service are not an eligible operating expense under the Section 5311 program.

**Each project must complete this section of the application. You must check one of the following boxes:**

- This project will not provide charter service during FY 2006.**
- This project intends to provide charter service during FY 2006 and will certify that it will only do so within the allowable exceptions provided above when using FTA/IDOT funded equipment and facilities.**

If the second box is checked, the grantee/operator must provide IDOT with its fully allocated cost methodology (NOTE: this is not the grantee's/operator's indirect cost rate proposal, but a separate methodology to allocate costs to specific services). Contact IDOT for procedures on how to develop a fully allocated cost methodology.

If the project has a method to fully allocate its service costs, describe the methods used below

**Not applicable**

## IV. Service Operators

### A. Identification of Operators

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which **portion of the service** and/or **which portion of the service area** each operator will handle. Also, please describe the method that is to be used to coordinate service between operators to guarantee all target service groups are accommodated, as well as the marketing plan proposed for use to ensure that all target service groups (including the general public) will be made aware of the transit service.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+, disabled, general public, etc.) If more space is needed, please attach additional pages.

<u>Operator</u>	<u>Target Service Group</u>	<u>Service Area</u>
SHOW BUS	General Public	Four Counties

### B. Service Coordination Methods

If you identify more than one service provider in Section IV.A, then the applicant should describe, in detail, how service delivery will be coordinated among operators. Applicants should be prepared to address such issues as coordination of reservation capability, coordination of service delivery, elimination of duplication of service provision among providers, and methods that a project is marketed to the general public as a "system," rather than service provided by individual providers.

**Not applicable**

**C. Operating Entity Certification**

For each proposed operator(s) please provide a fully completed and executed copy of the following (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

**Robert O Bertsche** hereby certifies that  
(Name of Authorized Official)

**Meadows Mennonite Retirement Community, d/b/a SHOW BUS** is organized as :  
(Name of Operator Agency)

(Check one)

- |  |   |
|--|---|
| <input type="checkbox"/> An individual                   | <input type="checkbox"/> a partnership        |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation         | <input type="checkbox"/> other                |

And that **Meadows Mennonite Retirement Community, d/b/a SHOW BUS's**  
(Name of operator)

Federal Employer's Identification Number

is 37-0791831.

Robert O. Bertsche

Officer or Official Signature

**CEO, Meadows Mennonite Retirement Community, d/b/a SHOW BUS**

Title

4/19/05

Date

**D. Grantee Contact Person**

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mike.behary@mcleancountyil.gov

**E. Operator Contact Person(s)**

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	309-747-2454	showbus@gridcom.net

**F. Lower Tier Relationship Between Grantee and Operator**

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

**APPLICATION FOR  
FEDERAL ASSISTANCE**

2. DATE SUBMITTED

17-May-05

Applicant Identifier

1. TYPE OF SUBMISSION:

Application

Construction

Non-Construction

Preapplication

Construction

Non-Construction

3. DATE RECEIVED BY STATE

State Applicant Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name:

McLean County

Organizational Unit:

Address (give city, county, State and zip code):

McLean County Law & Justice Center  
104 W Front Street; 7th Floor  
Bloomington, IL 61701

Name and telephone number of person to be contacted on matters involving this application (give area code)

Mike Behary 309-888-5160

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

37-6001569

7. TYPE OF APPLICANT: (enter appropriate letter)

B

8. TYPE OF APPLICATION:

New  Continuation  Revision

If Revision, enter appropriate letter(s)

A. Increase Award B. Decrease Award C. Increase Duration  
D. Decrease Duration Other (Specify):

- A. State
- B. County
- C. Municipal
- D. Township
- E. Interstate
- F. Intermunicipal
- G. Special District
- H. Independent School District
- I. State Controlled Institution of Higher Learning
- J. Private University
- K. Indian Tribe
- L. Individual
- M. Profit Organizer
- N. Other (Specify) \_\_\_\_\_

9. NAME OF FEDERAL AGENCY:

Federal Transit Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

Section 5311 20 - 509

TITLE: Operating Assistance Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

Non-urbanized counties and cities in the downstate Illinois area.

13. PROPOSED PROJECT

14. CONGRESSIONAL DISTRICTS OF:

Start Date Ending Date

7/1/2005 to 6/30/2006

a. Applicant

Johnson, Weller

b. Project

Johnson, Weller

15. ESTIMATED FUNDING:

a. Federal	\$	297,509.00
b. Applicant	\$	
c. State	\$	
d. Local	\$	230,250.00
e. Other	\$	
f. Program Income	\$	42,241.00
g. TOTAL	\$	570,000.00

16. IS APPLICANT SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE   /  /   17-May-05

b. NO.  PROGRAM IS NOT COVERED BY E. O. 12372  
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes," attach an explanation  No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative

Michael Sweeney

b. Title

Chairman, McLean County Board

c. Telephone Number

309-888-5110

d. Signature of Authorized Representative

e. Date Signed



GRANTEE:

McLean County

Exhibit B

FINANCIAL DATA  
PROPOSED FY 2006 BUDGET

REVENUES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
401.01	Full Adult Fare	\$15,810	\$15,810	\$15,810	
401.02	Senior Citizen Fares	26,431	26,431	26,431	
401.03	Student Fares	0	0		
401.04	Child Fares		0		
401.05	Disabled Rider Fares		0		
401.06	Parking Lot Fares		0		
401.99	Other Rider Fares		0		
402.00	Special Transit Fares	125,450	125,450		125,450
403.00	School Bus Service		0		
404.00	Freight Tariffs		0		
405.00	Charter Service Revenues		0		
406.00	Auxiliary Revenues		0		
407.01	Sales of Maintenance Service		0		
407.02	Rental of Revenue Vehicles		0		
407.03	Rental of Buildings & Property		0		
407.99	Other Non-transportation Revenue		0		
408.00	Taxes Levied by Transit System		0		
409.00	Local Cash Grants	35,700	35,700		35,700
410.01	Local Disabled Fare Assistance		0		
410.02	Local Senior Fare Assistance		0		
410.03	Local Student Fare Assistance		0		
410.99	Other Local Special Fare Assistance		0		
411.00	State Cash Grants		0		
412.00	State Special Fare Assistance		0		
413.00	Federal Cash Grants (Section 18)	\$297,509.00	\$297,509.00		
413.99	Other Federal Financial Assistance				
414.00	Interest Income		0		
430.01	Contributed Services - Allowable		0		
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	69,100	69,100		69,100
440.00	Subsidy From Other Sources		0		
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
		\$272,491	\$272,491	\$42,241	\$230,250

(Exclude grey areas from total)

TOTAL REVENUE 401 - 440

PROPOSED FY 2006 BUDGET

McLean County

**EXPENSES:**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>LABOR:</b>					
501.01	Operator's Salaries & Wages	\$136,250	\$136,250		\$136,250
501.02	Training Salaries & Wages		0		
501.03	Dispatcher's Salaries & Wages	10,824	10,824		10,824
501.04	Administrative Salaries & Wages	91,960	91,960	91,960	
501.99	Other Salaries & Wages		0		
	<b>TOTAL</b>	<b>\$239,034</b>	<b>\$239,034</b>	<b>\$91,960</b>	<b>\$147,074</b>
<b>FRINGE BENEFITS:</b>					
502.01	FICA	\$20,038	\$20,038	\$7,678	\$12,360
502.02	Pensions & Long Term Disability	3,800	3,800	1,656	2,144
502.03	Health Insurance	23,780	23,780	13,330	10,450
502.04	Dental Plans		0		
502.05	Life Insurance	1,422	1,422	747	675
502.06	Short Term Disability		0		
502.07	Unemployment Insurance		0		
502.08	Worker's Compensation	15,915	15,915	447	15,468
502.09	Sick Leave		0		
502.10	Holiday		0		
502.11	Vacation	24,700	24,700	10,700	14,000
502.12	Other Paid Absence		0		
502.13	Uniform Allowance	3,000	3,000		3,000
502.99	Other Fringe Benefits	4,552	4,552	1,720	2,832
	<b>TOTAL</b>	<b>\$97,207</b>	<b>\$97,207</b>	<b>\$36,278</b>	<b>\$60,929</b>
<b>SERVICES:</b>					
503.01	Management Services		\$0		
503.02	Advertising Services	1,000	1,000	1,000	
503.03	Professional & Technical Services	17,220	17,220	17,220	
503.04	Temporary Services	2,200	2,200		2,200
503.05	Contract Maintenance	33,230	33,230	1,230	32,000
503.06	Custodial Services		0		
503.07	Security Services		0		
503.99	Other Services	6,834	6,834		6,834
	<b>TOTAL</b>	<b>\$60,484</b>	<b>\$60,484</b>	<b>\$19,450</b>	<b>\$41,034</b>

PROPOSED FY 2006 BUDGET (continued)

McLean County

**EXPENSES:**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>MATERIALS &amp; SUPPLIES:</b>					
504.01	Fuel & Lubricants Consumed	\$50,900	\$50,900		\$50,900
504.02	Tires & Tubes Consumed	4,340	4,340		4,340
504.03	Inventory Purchases	8,300	8,300	\$6,600.00	1,700
504.99	Other Materials & Supplies	825	825	\$425.00	400
	<b>TOTAL</b>	<b>\$64,365</b>	<b>\$64,365</b>	<b>\$7,025</b>	<b>\$57,340</b>
<b>UTILITIES:</b>					
505.02	Telephone	\$8,000	\$8,000	\$8,000	
505.99	Other, i.e. Natural Gas, Electric, etc.	850	850		850
	<b>TOTAL</b>	<b>\$8,850</b>	<b>\$8,850</b>	<b>\$8,000</b>	<b>\$850</b>
<b>CASUALTY &amp; LIABILITY:</b>					
506.01	Physical Damage Insurance	\$29,000	\$29,000	\$29,000	
506.03	Liability & Property Insurance	38,270	38,270	38,270	
506.04	Uninsured Settlements		0		
506.05	Provisions for Uninsured Settlements		0		
506.06	Recoveries of Settlements		0		
506.08	Other Corporate Insurance		0		
506.99	Other Insurance		0		
	<b>TOTAL</b>	<b>\$67,270</b>	<b>\$67,270</b>	<b>\$67,270</b>	<b>\$0</b>
<b>TAXES:</b>					
507.00	<b>TOTAL</b>	<b>\$360</b>	<b>\$360</b>	<b>\$360</b>	
<b>PURCHASED TRANSPORTATION:</b>					
508.00	<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>		
<b>MISCELLANEOUS:</b>					
509.01	Dues & Subscriptions	\$1,080	\$1,080	\$1,080	
509.02	Travel & Meetings	3,000	3,000	3,000	
509.03	Bridge, Tunnel, & Highway Tolls		0		
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	2,100	2,100	2,100	
509.99	Other Miscellaneous Expense		0		
	<b>TOTAL (Excluding Grey Areas)</b>	<b>\$6,180</b>	<b>\$6,180</b>	<b>\$6,180</b>	<b>\$0</b>

**PROPOSED FY 2006 BUDGET (continued)**  
**EXPENSES**

**McLean County**

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
<b>INTEREST:</b>					
511.01	Long Term Debt Obligation		\$0		
511.02	Short Term Debt Obligation	6,400	6,400	6,400	
	<b>TOTAL</b>	<b>\$6,400</b>	<b>\$6,400</b>	<b>\$6,400</b>	<b>\$0</b>
<b>LEASES &amp; RENTALS:</b>					
512.01	Transit Way Structures, etc.		\$0		
512.02	Passenger Stations		0		
512.03	Passenger Parking Facilities		0		
512.04	Passenger Revenue Vehicles		0		
512.05	Service Vehicles	3,400	3,400		3,400
512.06	Operating Yards or Stations	10,450	10,450		10,450
512.07	Maintenance Facilities		0		
512.10	Data Processing Facilities		0		
512.11	Revenue Collection Facilities		0		
512.12	Other Administrative Facilities	6,000	6,000	6,000	
	<b>TOTAL</b>	<b>\$19,850</b>	<b>\$19,850</b>	<b>\$6,000</b>	<b>\$13,850</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>					
513.00	<b>TOTAL</b>				
<b>CONTRIBUTED SERVICES</b>					
530.00	<b>TOTAL</b>				
<b>INELIGIBLE EXPENSES</b>					
550.00	<b>TOTAL</b>				
<b>DIRECT EXPENSE SUB-TOTAL</b>		<b>\$570,000</b>	<b>\$570,000</b>	<b>\$248,923</b>	<b>\$321,077</b>
<b>ICR</b>	<b>Indirect Cost Rate</b>	<b>0.00%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>(Exclude grey areas from total)</b>		<b>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>SECTION 5311 ADMINISTRATION (Proposed)</b>	<b>SECTION 5311 OPERATING (Proposed)</b>
<b>TOTAL EXPENSES 501 - 530 &amp; ICR</b>		<b>\$570,000</b>	<b>\$570,000</b>	<b>\$248,923</b>	<b>\$321,077</b>

Please identify all anticipated Contracts or Services of \$10,000 or more to a single vendor.

<u>Contracts and Service Agreements</u>	<u>\$ Amount</u>
Enter the anticipated contracts or services (e.g., Insurance)	\$0.00
Vehicle Insurance	\$65,470
Audit	\$8,800

FY 2006 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- (1) Certifications and Assurances Required of Each Applicant
- (2) Lobbying Certification
- (3) Certification Pertaining to Effects on Private Mass Transportation Companies
- (4) Public Hearing Certification for a Project with Substantial Impacts
- (5) Certification for the Purchase of Rolling Stock
- (6) Bus Testing Certification
- (7) Charter Service Agreement
- (8) School Transportation Agreement
- (9) Certification for Demand Responsive Service
- (10) Prevention of Alcohol Misuse and Prohibited Drug Use Certification
- (11) Certification Required for Interest and Other Financing Costs
- (12) Intelligent Transportation Systems Program Assurance
- (13) Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program
- (14) Certifications and Assurances for the Elderly and Persons with Disabilities Program
- (15) Certifications and Assurances for the Nonurbanized Area Formula Program
- (16) Certifications and Assurances for the State Infrastructure Bank (SIB) Program

**FISCAL YEAR 2006 FTA CERTIFICATIONS AND ASSURANCES**

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chair

BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Fiscal Year 2006.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Exhibit C, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Fiscal Year 2006.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature \_\_\_\_\_

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

Name Michael Sweeney

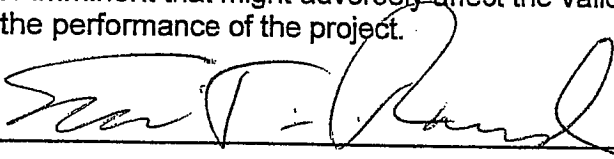
*Authorized Representative of Applicant*

**AFFIRMATION OF APPLICANT'S ATTORNEY**

for McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature 

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

Name Eric T. Reud  
*Applicant's Attorney*

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

## 1. FTA Standard Assurances

### A. Authority of Applicant and Its Representative

The authorized representative of the Applicant and attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under state and local law and the by-laws or internal rules of the Applicant organization to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

### B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices might be modified from time to time and they may affect the implementation of the project. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

### C. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

As required by U.S. DOT regulations on Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

- (1) The Applicant (Primary Participant) certifies, to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.



## McLean County Board Resolution

Number \_\_\_\_\_

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Attest:

Approved:

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

\_\_\_\_\_  
Michael Sweeney  
Chair  
McLean County Board

# Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County on the 17<sup>th</sup> day of May, 2005

Attest:

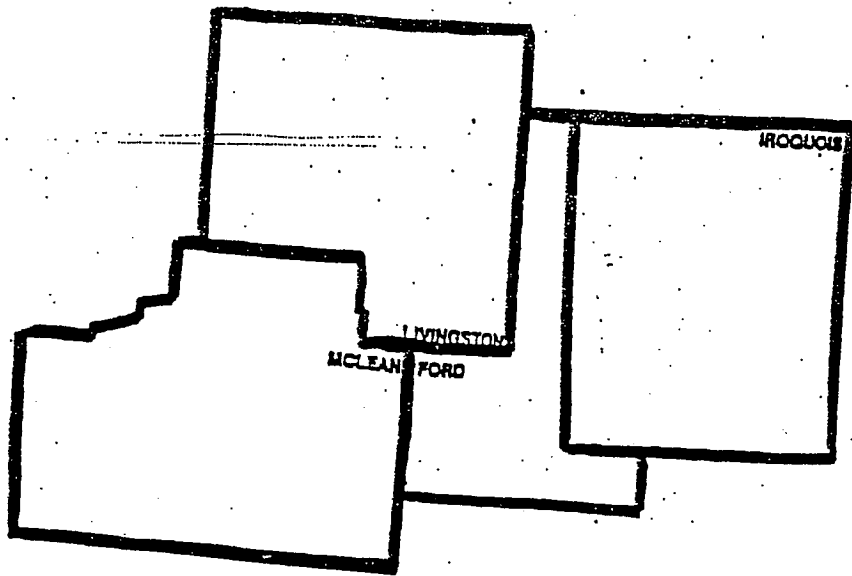
Approved:

---

*Peggy Ann Milton*  
County Clerk  
McLean County, IL

---

*Michael Sweeney*  
Chair  
McLean County Board



**Applicant's Certification Of Intent**

Applicant: McLean County

Address: Government Center

115 East Washington Street, Room M 102

Bloomington, IL 61702-2400

<u>Michael Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

309-888-5768  
Fax Number

mike.behary@mcleancountyil.gov  
E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant

\_\_\_\_\_  
Signature

McLean County Board Chair  
Title

\_\_\_\_\_  
Date

## Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the 17th day of May, 2005.

Officer or Official of Applicant

\_\_\_\_\_  
Signature of Authorized Official

Chair, McLean County Board  
Title

\_\_\_\_\_  
Date

## **SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

### A. General application

The Public Body ("McLean County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

### B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

**PURCHASE OF SERVICE AGREEMENT**  
**FOR THE RURAL GENERAL PUBLIC TRANSPORTATION**  
**under the Section 5311 Operating and Assistance program**

**between**

**McLean County**

**and**

**Meadows Mennonite Retirement Community**

**d / b / a SHOW BUS**

**Contract Number \_\_\_\_\_**

**State Fiscal Year 2006**

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This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/b/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC App 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 297,509.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2006 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

- a. General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Service Plan, and all applicable laws and Grantee guidelines.
- b. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either IDOT or FTA, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA & IDOT) assistance specific notice that Federal and State requirements may change and the changed requirements will apply to the project as required.
- c. Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- d. Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.
- e. No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's Final Approved Service Plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's Final Approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with generally accepted accounting principles and IDOT, FTA and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the Final Approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to protect Project facilities throughout the period of required use. The Provider shall also submit at the request of the Grantee, upon forms provided by IDOT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

Encumbrance of Project Property.

- (a) Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
  - (2) Obligating itself in any manner to any third party with respect to Project real property or equipment.
- (b) The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of Project real property or equipment.

## ITEM 9 - ETHICS

a. The Provider shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Provider may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (1) The employee, officer, board member, or agent;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An organization that employs, or is about to employ, any of the above.

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Provider's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

- b. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
- c. Bonus or Commission. The Provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.
- d. False or Fraudulent Statements or Claims. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, Grantee reserves the right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801 et seq., and 49 U.S.C. app. Section 1607a(h), as IDOT may deem appropriate. The terms of U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to this Project.

## ITEM 10 - THE PROJECT BUDGET

A Project Budget shall be prepared and maintained by the Provider. The Provider shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget. The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee shall have approved the same.

ITEM 11 - ACCOUNTING RECORDS

- a. Project Accounts - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
- b. Funds Received or Made Available for the Project - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Provider agrees to report to the Grantee quarterly by the fifteenth day of the month following the reported quarter, and at such other times as the Grantee may prescribe in writing, the amounts recorded in the Project Account.

- c. Eligible Costs - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
- (1) be made in conformance with the Final Approved Service Plan and the Approved Project Budget and all other provisions of this contract;
  - (2) be necessary in order to accomplish the Project;
  - (3) be reasonable in amount for the goods or services purchased;
  - (4) be actual net costs to the Provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Provider that have the effect of reducing the cost actually incurred);
  - (5) be incurred (and be for work performed) after the date of this Contract, unless specific authorization from the Grantee to the contrary is received;
  - (6) be in conformance with the standards for allowability of costs established by the Grantee, IDOT and FTA;
  - (7) be satisfactorily documented; and

(8) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by IDOT.

- d. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- e. Checks, Orders, and Vouchers - Any check or order drawn by the Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
- f. Audit and Inspection of Records - The Provider (and its subcontractors) certify that it shall maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Grantee, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- g. General Audit and Inspection - The Provider shall permit, and shall require its contractors to permit, the Grantee or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Provider and its contractors with regard to the Project. The Grantee may also require the Provider to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report.



ITEM 12 - REQUISITIONS AND PAYMENTS

- a. Requests for Payment by the Provider - The Provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:
- (1) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
  - (2) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission); and vouchers, invoices, or other documentation to substantiate these costs;
  - (3) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
  - (4) have submitted all financial and progress reports currently required by the Grantee or IDOT.
- b. Payment by the Grantee - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the Provider is complying with its obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.
- In the event that the Grantee determines that the Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Provider stating the reasons for such determination.
- c. Disallowed Costs - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest Approved Project Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantee.

ITEM 13- RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is, or has been in violation of the terms of this contract or when the State determines that the purpose of the Acts would not be adequately served by continuation of State financial assistance to the Project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this contract. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent they are non-cancellable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Contract.

ITEM 14 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the project or upon termination by the Grantee, the Grantee shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make settlement of the State grant described in this Contract. If the Grantee has made payment to the Provider in excess of the total amount of such State grant, the Provider shall promptly remit such excess to the State. The Project close-out occurs when the Grantee notifies the Provider and forwards the final grant payment or when an appropriate refund of State grant funds has been received from the Provider and acknowledged by the Grantee. Close-out shall be subject to any continuing obligations imposed on the Provider by this contract or contained in the final notification or acknowledgment from the Grantee.

ITEM 15 - PROVIDER'S WARRANTIES

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

ITEM 16 - CONTRACTS OF THE PROVIDER

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project.

ITEM 17 - COMPETITIVE BIDDING

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each such Contract as will provide adequate competition.

The award of each such Contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT and FTA guidelines.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the Approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

ITEM 19 - PRE-BID REVIEW

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17 - COMPETITIVE BIDDING, the Provider shall submit one copy of each of the proposed contract, plans and specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

ITEM 20 - ASSIGNMENT OF AGREEMENT

The Provider agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

The Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

ITEM 21 - INDEMNIFICATION AND INSURANCE

The Provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or in equity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance coverage.

ITEM 22 - NON-WAIVER

The Provider agrees that in no event shall any action, including the making by the Grantee of any payment under this Agreement, constitute or be construed as a waiver by the Grantee of any breach of covenant or default on the part of the Provider which may then exist; and any action, including the making of such payment by the Grantee, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Grantee in respect to such breach or default. The remedies available to the Grantee under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 23 - NON-COLLUSION

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 24 - INDEPENDENCE OF GRANTEE

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the State and will not by reason of any relationship with the Contract make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

ITEM 26 - EQUAL EMPLOYMENT OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the Grantee, the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Provider agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
8. As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Provider's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Human Rights Commission's Rules and Regulations for Public Contracts:

"Section 1.1(17): The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

Upon the occurrence of any condition or conditions listed in this ITEM, the Parties agree that the Grantee, by written notice to the Provider, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Contract payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The foregoing remedies shall become available to the Grantee if:

- a. There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;
- b. There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant or this Agreement;
- c. There has been, in connection with the Contract, any violation of the State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;
- d. Any contributions provided by the State pursuant to this Agreement are used for an ineligible purpose;
- e. The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to this Agreement; or
- f. The Provider shall be in default under any of the provisions of this Agreement.

#### ITEM 28 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

#### ITEM 29 - PATENT RIGHTS .

Any patentable result arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of America and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available.

#### ITEM 30 - AMENDMENT

The Parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to conform thereto.

#### ITEM 31 - TITLES

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

#### ITEM 32 - SCHOOL BUS OPERATIONS

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of Il).

The Provider shall submit to the Grantee a certification that it is not engaged in school bus operations in violation of Section 49.19(13) of the Civil Administrative Code of Illinois at such times as determined by the Grantee.

#### ITEM 33 - NON-CONSTRUCTION CONTRACTS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the project:



(1) Non-construction Contracts - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of IDOT, FTA, U.S. DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(2) Non-construction Contracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR Sec. 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

#### ITEM 34 - SUBSTANCE ABUSE

The Provider agrees to comply with the Illinois (30 ILCS 580/1 et seq.) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Sub-part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

#### ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R. Parts 247-254.

#### ITEM 36 - DEBARMENT AND SUSPENSION

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with Government regulations.

#### ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project.

Accordingly, the Provider agrees to adhere to, and impose on its sub-recipients, any such Federal & State requirements, as the Government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

- a. Environmental Protection To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771.
- b. Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Sub-part T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project set forth in the SIP.  
  
EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
- c. Use of Public Lands No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C. Section 303 are made by the U.S. DOT.
- d. Historic Preservation The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. Section 470f.
- e. Mitigation of Adverse Environmental Effects. Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. Section 1610, all other applicable statutes, and the procedures set forth in 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2005, by their respective duly authorized officials.

Provider's Name & Address  
  
Meadows Mennonite Home  
d/b/a SHOWBUS, R.R. 1  
Chenoa, IL 61726

Grantee's Name & Address  
  
McLean County Board  
115 E. Washington Street  
Bloomington, IL 61702-2400

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
Michael Sweeney,  
County Board Chairman

Attest:

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

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Henry E. Cutler  
1879-1959

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jarik@chapman.com

Salt Lake City  
50 South Main Street  
Salt Lake City, Utah 84144  
(801) 533-0066

April 12, 2005

VIA FEDERAL EXPRESS

John Zeunik  
Administrator  
115 E. Washington Street, Room 401  
Bloomington, Illinois 61702

Re: City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois  
Collateralized Single Family Mortgage Revenue Bonds,  
Series 2005-A

Dear John:

I am pleased to enclose herewith the following items in connection with the above-captioned bond issue:

1. Schedule of Meeting Dates and Times
2. Intergovernmental Cooperation Agreement
3. Form of Ordinance authorizing the execution and delivery of the Intergovernmental Cooperation Agreement.

Please examine the enclosed schedule of meeting dates and times immediately, note the date and time for the meeting for your unit of local government and make arrangements immediately to place the enclosed Ordinance on the agenda for the specified meeting date. In order to accommodate and coordinate the vast number of units of local government participating in this program, it is absolutely critical that the enclosed schedule be maintained. If there is a problem with the meeting date or time or scheduling, please contact my office immediately.

The public hearing for the Bond issue was held April 8, 2005, at 9:00 A.M., in the municipalities of Aurora, Champaign, East Moline and Collinsville, respectively.

The enclosed Intergovernmental Cooperation Agreement includes only your signature pages, and does not include the signature pages for the other participating units of government. There are currently blanks in the Intergovernmental Cooperation Agreement. The missing information includes allocations of volume cap. The Underwriter, Stern Brothers, through David

## CHAPMAN AND CUTLER LLP

John Zeunik  
April 12, 2005  
Page 2

Rasch, is diligently working on supplying us with that missing information. That missing information does not affect the substance of the Agreement, and should not prevent your governing body from adopting the enclosed ordinance.

We have made this distribution to you based on information provided to us by the Underwriter. If your own procedures require that the enclosed Ordinance and/or Intergovernmental Cooperation Agreement be reviewed by your municipal attorney or state's attorney, as the case may be, or any other person or entity, please forward same immediately. We are relying on you to coordinate this matter within your own unit of local government. Because of the number of participants in this program, we may not be able to make certain that you are on schedule.

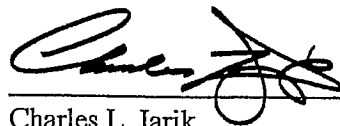
If your municipality is a home rule unit of government, the amount of volume cap that you are committing to the program may currently be blank, and will need to be completed prior to the adoption of the ordinance. Please let us know the amount that you ultimately decide upon.

If you have any questions or comments regarding the enclosed documents or instructions, please do not hesitate to contact either me, Ed Avilés (312-845-3756, eaviles@chapman.com) or Jenine Phillips (312-845-3786, Phillips@chapman.com) of my office at your earliest possible convenience.

Very truly yours,

CHAPMAN AND CUTLER LLP

By:



Charles L. Jarik

CLJarik/els  
Enclosures

cc: David Rasch (w/o encs.)

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

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement 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 2002, 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 2002, 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, it is now determined that it is necessary, desirable and in the public interest for the County to enter 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"), 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, Series 2005-A in an aggregate principal amount not to exceed \$300,000,000 (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 March 18, 2005, and appropriately designated hearing officers of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Champaign, Champaign County, Illinois, the City of East Moline, Rock Island County, Illinois, and the City of Collinsville, Madison and St. Clair Counties, Illinois, have conducted said combined public hearing on April 8, 2005; and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

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 proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the County Board Chairperson of the County be, and is hereby, authorized, empowered and directed to execute, and the County Clerk of the County be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the County to, the Cooperation Agreement in the name and on behalf of the County, and thereupon to cause the Cooperation Agreement to be delivered to the other Units;



that the Cooperation Agreement is to be in substantially the form presented to and before this meeting with such changes therein as shall be required or approved by the officer of the County executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the 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 as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the County, and shall be available for public inspection at the principal office of the County.

*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 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, pursuant to the request made by the County on January 3, 2005, 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 after the Cooperation Agreement is executed by the County, 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 17<sup>th</sup> day of May, 2005.

APPROVED:

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Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, County Clerk and Ex Officio Clerk  
of the County Board, McLean County, Illinois

Ayes:

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Nays:

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Absent or Not Voting:

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INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND AMONG

THE UNITS OF GOVERNMENT WHICH ARE SIGNATORIES HERETO

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**DATED AS OF APRIL 1, 2005**

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "*Cooperation Agreement*") dated as of April 1, 2005, by and among the CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Aurora*"), the VILLAGE OF BARTONVILLE, PEORIA COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bartonville*"), the CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belleville*"), the VILLAGE OF BELLWOOD, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bellwood*"), the CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belvidere*"), the VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bridgeview*"), the CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign*"), the VILLAGE OF CHANNAHON, WILL COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Channahon*"), the CITY OF CHARLESTON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Charleston*"), the CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Collinsville*"), the CITY OF CREST HILL, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Crest Hill*"), the VILLAGE OF CREVE COEUR, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Creve Coeur*"), the CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Danville*"), the CITY OF DECATUR, MACON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Decatur*"), the CITY OF DEKALB, DEKALB COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeKalb*"), the VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly authorized and validly existing under the Constitution and the laws of the State of Illinois ("*Dolton*"), the CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Moline*"), the CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Peoria*"), the CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Edwardsville*"), the CITY OF ELGIN, COOK AND KANE COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois

("Elgin"), the CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Freeport"), the VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Godfrey"), the CITY OF HARVARD, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Harvard"), the CITY OF HARVEY, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Harvey"), the CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Joliet"), the VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Justice"), the CITY OF LASALLE, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("LaSalle"), the CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Lockport"), the CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Loves Park"), the VILLAGE OF MACHESNEY PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Machesney Park"), the CITY OF MARQUETTE HEIGHTS, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Marquette Heights"), the CITY OF MATTOON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Mattoon"), the CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("McHenry"), the CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Mendota"), the VILLAGE OF MINOOKA, GRUNDY, AND WILL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Minooka"), the VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Montgomery"), the CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Naperville"), the VILLAGE OF NORTH PEKIN, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("North Pekin"), the VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Oak Park"), the VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Park Forest"), the CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Pekin"), the CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the

State of Illinois ("*Peoria*"), the VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria Heights*"), the CITY OF PERU, LASALLE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peru*"), the CITY OF PRINCETON, BUREAU COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Princeton*"), the VILLAGE OF ROBBINS, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Robbins*"), the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rochelle*"), the CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockford*"), the VILLAGE OF ROCKTON, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockton*"), the VILLAGE OF ROMEVILLE, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Romeoville*"), the VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Schaumburg*"), the VILLAGE OF SHOREWOOD, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Shorewood*"), the CITY OF SOUTH BELOIT, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*South Beloit*"), the CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Springfield*"); the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Urbana*"), the CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Washington*"), the CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*West Chicago*"), the VILLAGE OF WONDER LAKE, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Wonder Lake*"), the CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Wood River*"), the CITY OF WOODSTOCK, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Woodstock*"), and the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Yorkville*"), THE COUNTY OF BOONE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Boone County*"), THE COUNTY OF BUREAU, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bureau County*"), THE COUNTY OF CHAMPAIGN, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign County*"), THE COUNTY OF COLES, ILLINOIS, a political

subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Coles County*"), THE COUNTY OF COOK, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cook County*"), THE COUNTY OF CUMBERLAND, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cumberland County*"), THE COUNTY OF DEKALB, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeKalb County*"), THE COUNTY OF DEWITT, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeWitt County*"), THE COUNTY OF FULTON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Fulton County*"), THE COUNTY OF KANE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kane County*"), THE COUNTY OF KANKAKEE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kankakee County*"), THE COUNTY OF KENDALL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kendall County*"), THE COUNTY OF LAKE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lake County*"), THE COUNTY OF LASALLE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*LaSalle County*"), THE COUNTY OF LEE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lee County*"), THE COUNTY OF LIVINGSTON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Livingston County*"), THE COUNTY OF MACON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Macon County*"), THE COUNTY OF MADISON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Madison County*"), THE COUNTY OF MCLEAN, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*McLean County*"), THE COUNTY OF OGLE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Ogle County*"), THE COUNTY OF PEORIA, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria County*"), THE COUNTY OF PIATT, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Piatt County*"), THE COUNTY OF ROCK ISLAND, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rock Island County*"), THE COUNTY OF SANGAMON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Sangamon County*"), THE COUNTY OF ST. CLAIR, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*St. Clair County*"), THE COUNTY OF TAZEWELL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Tazewell County*"), THE COUNTY OF VERMILION, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Vermilion County*"), THE COUNTY OF WINNEBAGO, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Winnebago County*"), and



THE COUNTY OF WOODFORD, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Woodford County");

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and to use their credit, revenues and other reserves to pay cash and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2002, 220/1 et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Aurora, Bartonville, Belleville, Bellwood, Belvidere, Bridgeview, Champaign, Channahon, Charleston, Collinsville, Crest Hill, Creve Coeur, Danville, Decatur, DeKalb, Dolton, East Moline, East Peoria, Edwardsville, Elgin, Freeport, Godfrey, Harvard, Harvey, Joliet, Justice, LaSalle, Lockport, Loves Park, Machesney Park, Marquette Heights, Mattoon, McHenry, Mendota, Minooka, Montgomery, Naperville, North Pekin, Oak Park, Park Forest, Peoria, Peoria Heights, Peru, Princeton, Robbins, Rochelle, Rockford, Rockton, Romeoville, Schaumburg, Shorewood, South Beloit, Springfield, Urbana, Washington, West Chicago, Wonder Lake, Wood River, Woodstock, United City of Yorkville, Boone County, Bureau County, Champaign County, Coles County, Cook County, Cumberland County, DeKalb County, DeWitt County, Fulton County, Kane County, Kankakee County, Kendall County, Lake County, LaSalle County, Lee County, Livingston County, Macón County, Madison County, McLean County, Ogle County, Peoria County, Piatt County, Rock Island County, Sangamon County, St. Clair County, Tazewell County, Vermilion County, Winnebago County, and Woodford County (collectively, and together with any public agencies in the State of Illinois that may become parties hereto, the "Units") are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, in the case of the Units which are home rule units of government, *65 Illinois Compiled Statutes 2002, 5/11-74.5-1 et seq.*, as supplemented and amended, in the case of the Units which are municipalities, but are not home rule units of government, and *50 Illinois Compiled Statutes 2002, 465/1 et seq.*, as supplemented and amended, in the case of Units which are counties, each Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the mortgage loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, the Units have determined that it is necessary and desirable to have Aurora and/or any other Unit designated for the purpose (the "Issuers") of issuing such revenue bonds on behalf of all of the Units for the purpose of financing and purchasing mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the Units (the "Program"); and

WHEREAS, to provide for the Program, the Issuers propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds in one or more series in an aggregate principal amount not to exceed \$3,000,000,000 and to issue, sell and deliver any bonds issued to refund such bonds (the "Bonds") on behalf of all of the Units to obtain funds to purchase qualified mortgage loans under the Program (the "Mortgage Loans") and 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 of, mortgage-backed securities (the "Fannie Mae Securities") of Fannie Mae, evidencing a guaranty by Fannie Mae of timely payment of, and mortgage-backed securities (the "FHLMC Securities") of the Federal Home Loan Mortgage Corporation ("FHLMC"), evidencing a guaranty by FHLMC of timely payment of, monthly principal of and interest on certain qualified Mortgage Loans under the Program (the "Mortgage Loans"), all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, 30 Illinois Compiled Statutes 2002, 345/6 et seq., as supplemented and amended, permits the corporate authorities of any home rule unit of government to reallocate its private activity bond allocation to another home rule unit, and to allocate volume cap which has been allocated to it toward the issuance of the Bonds, subject to certain restrictions, guidelines and procedures, which guidelines and procedures also permit units of government (including without limitation non-home rule units of government) to allocate volume cap which has been allocated to it toward the issuance of the Bonds and to pool allocations of volume cap received from the Office of Governor of the State of Illinois;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Units hereby agree, as follows:

*Section 1. Bonds/Approval.* The Issuers (or any of them) hereby agree to issue the Bonds in one or more series on behalf of all of the Units, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of each Unit, purchasing GNMA Securities, Fannie Mae Securities and FHLMC Securities to finance Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of each Unit, paying interest on the Bonds and paying the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be agreed upon by the Issuers and approved by ordinances of the respective governing body of each Issuer (or any of them). The proceeds of the

Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by ordinances of the respective governing body of each Issuer (or any of them). It is the intention of the parties hereto that the Bonds may be issued in calendar year 2005 and each calendar year thereafter during the term of this Agreement. Each Unit hereby ratifies and approves the conduct of the combined public hearings held in connection with the issuance of the Bonds, and, with respect to \$300,000,000 in aggregate principal amount of Bonds to be issued in calendar year 2005, hereby approves the issuance of the Bonds as described in the notice of public hearing published in connection with the issuance of such Bonds (which is hereby incorporated by reference). Each Unit may provide additional approvals of the Bonds by appropriate proceedings, and may delegate such approvals to such officer or officers of such Unit as such Unit shall establish by appropriate proceedings.

*Section 2. Transfer and Allocation of Unified Volume Cap.* Certain Units which are home rule units of government, other than the Issuers, hereby transfer to the Issuers and/or allocate unified volume cap for calendar year 2005 that they have reserved to issue private activity bonds, as set forth in *Exhibit A* attached to and made a part of this Cooperation Agreement. Certain Units which are not home rule units of government have received allocation of unified volume cap for calendar year 2005 from the State of Illinois as set forth in *Exhibit A* attached to and made a part of this Cooperation Agreement. The Units, including without limitation the Issuers, hereby allocate the unified volume cap referred to in this Section to the issuance of the Bonds. Each Unit that has received or hereafter receives an allocation of unified volume cap from the State of Illinois for the Program, after January 1, 2005, for calendar year 2005, as set forth in *Exhibit A* attached hereto and made a part hereof, which Exhibit may be supplemented from time to time by exclusive action of the Issuers in the event that volume cap is received by a Unit for the Program after the date hereof, hereby allocates such volume cap to the issuance of the Bonds. For calendar year 2006 and each calendar year thereafter, the Units may transfer or allocate unified volume cap, as appropriate, to the issuance of any other Bonds, pursuant to appropriate proceedings.

*Section 3. Allocation of Program Allocation.* The origination and servicing agreement or agreements and the trust indenture or indentures relating to the issuance of the Bonds shall provide, that from the date of issuance of the Bonds through a date 120 days after the date of issuance of such Bonds or such other term as shall be approved by the Units (the "*Reservation Period*"), the proceeds of the Bonds shall be made available to each Unit which is not a home rule unit of government in the amounts set forth in *Exhibit A* attached hereto and made a part hereof, as such *Exhibit A* may be supplemented from time to time, or for calendar year 2006 and thereafter, in the amount received from the State of Illinois (the "*Program Allocation*"), subject to the requirements of Section 143 of the Code. There shall be no Reservation Period for Units which are home rule units of government; *provided*, that if a Unit which is a home rule unit of government receives an allocation of volume cap from the Governor of the State of Illinois, the proceeds of the Bonds shall be made available only to such Unit in the amount of such allocation for the Reservation Period. The Program Allocation allocated to a Unit may not be reallocated during the Reservation Period; *provided*, that, after the Reservation Period, the program administrator with respect to the Bonds may reallocate the Program Allocation in the manner set forth in the origination and servicing agreement or agreements or the trust indenture or indentures relating to the Bonds.

*Section 4. Pledge of Collateral.* The Issuers hereby agree to assign and pledge to the trustee with respect to the Bonds all of the Mortgage Loans purchased with the proceeds of all of the GNMA Securities, the Fannie Mae Securities and the FHLMC Securities purchased with the proceeds of such Bonds or the Bonds refunded by such Bonds. The Issuers hereby further agree to assign and pledge to such trustee all other such documents, instruments, securities and moneys as shall be approved by ordinances of the respective governing body of each Issuer.

*Section 5. Documents and Instruments.* The Issuers hereby agree to enter into all such documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation origination and servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings and closing certificates. The Issuers hereby further agree to enter into all such other documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation closing certificates.

*Section 6. Additional Units.* Units who are not parties to this Agreement on the effective date may subsequently become parties to this Agreement by authorizing pursuant to appropriate proceedings, executing and delivering this Agreement with the approval of the Issuer or Issuers of the Bonds to be issued immediately thereafter, which approval shall be exclusive and shall be effective to supplement and amend this Agreement without any further action of any of the other Units who are parties to this Agreement.

*Section 7. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the Units. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of all of the Units, authorized by ordinances adopted by their respective governing bodies, certified copies of which shall be filed with the other Units.

*Section 8. Units' Obligations Unconditional.* The Units shall have no right to terminate, cancel or rescind this Cooperation Agreement, it being the intent hereof that the Units shall be absolutely and unconditionally obligated to perform all covenants contained in this Cooperation Agreement.

*Section 9. Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the appropriate address set forth in *Exhibit B* attached to and made a part of this Cooperation Agreement. A duplicate copy of each notice, certificate or other communication given hereunder to any Unit shall also be given to the others. Any Unit, by notice given hereunder, may designate a different or further address to which subsequent notices, certificates or other communications will be sent.

*Section 10. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be binding upon the Units and their respective successors and assigns.

*Section 11. Severability.* In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

*Section 12. Further Assurances and Corrective Instruments.* The Units agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

*Section 13. Execution in Counterparts.* This Cooperation Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be original and all of which counterparts shall constitute but one and the same instrument.

*Section 14. Applicable Law.* This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 15. Effective Date; Term.* This Cooperation Agreement shall be in full force and effect on April 1, 2005, or on the date when it is executed by all Units, whichever is later. Time is of the essence. This Agreement shall remain in effect so long as any Bonds remain outstanding, but no later than 2099.

*Section 16. Filing of Authorizing Ordinances.* Each Unit shall file with the other Units a certified copy of the ordinance adopted by the governing body of such Unit, authorizing the execution of this Cooperation Agreement within thirty (30) days of the adoption of such ordinance.

**EXHIBIT A**

**VOLUME CAP ALLOCATIONS  
AND TRANSFERS FOR 2005**

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois			
Village of Bartonville, Peoria County, Illinois			
City of Belleville, St. Clair County, Illinois			
Village of Bellwood, Cook County, Illinois			
City of Belvidere, Boone County, Illinois			
Village of Bridgeview, Cook County, Illinois			
City of Champaign, Champaign County, Illinois			
Village of Channahon, Will County, Illinois			
City of Charleston, Coles County, Illinois			
City of Collinsville, Madison and St. Clair Counties, Illinois			
City of Crest Hill, Will County, Illinois			
Village of Creve Coeur, Tazewell County, Illinois			
City of Danville, Vermilion County, Illinois			
City of Decatur, Macon County, Illinois			
City of DeKalb, DeKalb County, Illinois			
Village of Dolton, Cook County, Illinois			

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
City of East Moline, Rock Island County, Illinois			
City of East Peoria, Tazewell County, Illinois			
City of Edwardsville, Madison County, Illinois			
City of Elgin, Cook and Kane Counties, Illinois			
City of Freeport, Stephenson County, Illinois			
Village of Godfrey, Madison County, Illinois			
City of Harvard, McHenry County, Illinois			
City of Harvey, Cook County, Illinois			
City of Joliet, Will County, Illinois			
Village of Justice, Cook County, Illinois			
City of LaSalle, LaSalle County, Illinois			
City of Lockport, Will County, Illinois			
City of Loves Park, Winnebago County, Illinois			
Village of Machesney Park, Winnebago County, Illinois			
City of Marquette Heights, Tazewell County, Illinois			
City of Mattoon, Coles County, Illinois			
City of McHenry, McHenry County, Illinois			
City of Mendota, LaSalle County, Illinois			

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
Village of Minooka, Grundy and Will Counties, Illinois			
Village of Montgomery, Kane and Kendall Counties, Illinois			
City of Naperville, DuPage and Will Counties, Illinois			
Village of North Pekin, Tazewell County, Illinois			
Village of Oak Park, Cook County, Illinois			
Village of Park Forest, Cook and Will Counties, Illinois			
City of Pekin, Tazewell and Peoria Counties, Illinois			
City of Peoria, Peoria County, Illinois			
Village of Peoria Heights, Peoria County, Illinois			
City of Peru, LaSalle County, Illinois			
City of Princeton, Bureau County, Illinois			
Village of Robbins, Cook County, Illinois			
City of Rochelle, Ogle County, Illinois			
City of Rockford, Winnebago County, Illinois			
Village of Rockton, Winnebago County, Illinois			
Village of Romeoville, Will County, Illinois			
Village of Schaumburg, Cook County, Illinois			



MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
Village of Shorewood, Will County, Illinois			
City of South Beloit, Winnebago County, Illinois			
City of Springfield, Sangamon County, Illinois			
City of Urbana, Champaign County, Illinois			
City of Washington, Tazewell County, Illinois			
City of West Chicago, DuPage County, Illinois			
Village of Wonder Lake, McHenry County, Illinois			
City of Wood River, Madison County, Illinois			
City of Woodstock, McHenry County, Illinois			
United City of Yorkville, Kendall County, Illinois			
The County of Boone, Illinois			
The County of Bureau, Illinois			
The County of Champaign, Illinois			
The County of Coles, Illinois			
The County of Cook, Illinois			
The County of Cumberland, Illinois			
The County of DeKalb, Illinois			
The County of DeWitt, Illinois			
The County of Fulton, Illinois			

MUNICIPALITY	MUNICIPALITY RESERVED ALLOCATION	STATE ALLOCATION	PROGRAM ALLOCATION
The County of Kane, Illinois			
The County of Kankakee, Illinois			
The County of Kendall, Illinois			
The County of Lake, Illinois			
The County of LaSalle, Illinois			
The County of Lee, Illinois			
The County of Livingston, Illinois			
The County of Macon, Illinois			
The County of Madison, Illinois			
The County of McLean, Illinois			
The County of Ogle, Illinois			
The County of Peoria, Illinois			
The County of Piatt, Illinois			
The County of Rock Island, Illinois			
The County of Sangamon, Illinois			
The County of St. Clair, Illinois			
The County of Tazewell, Illinois			
The County of Vermilion, Illinois			
The County of Winnebago, Illinois			
The County of Woodford, Illinois			

## EXHIBIT B

### NOTICE ADDRESSES

MUNICIPALITY	ADDRESS
City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois	44 East Downer Place Aurora, Illinois 60507
Village of Bartonville, Peoria County, Illinois	5912 South Adams Street Bartonville, Illinois 61607
City of Belleville, St. Clair County, Illinois	101 South Illinois Street Belleville, Illinois 62220
City of Bellwood, Cook County, Illinois	3200 Washington Blvd. Bellwood, Illinois 60104
City of Belvidere, Boone County, Illinois	119 South State Street Belvidere, Illinois 61008
Village of Bridgeview, Cook County, Illinois	7500 South Oketo Avenue Bridgeview, Illinois 60455
City of Champaign, Champaign County, Illinois	102 North Neil Street Champaign, Illinois 61820
Village of Channahon, Will County, Illinois	24555 South Navajo Drive Channahon, Illinois 60410
City of Charleston, Coles County, Illinois	520 Jackson Avenue Charleston, Illinois 61920
City of Collinsville, Madison and St. Clair Counties, Illinois	125 South Center Street Collinsville, Illinois 62234
City of Crest Hill, Will County, Illinois	1610 Plainfield Road Crest Hill, Illinois 60435
Village of Creve Coeur, Tazewell County, Illinois	101 North Thorncrest Avenue Creve Coeur, Illinois 61611
City of Danville, Vermilion County, Illinois	17 West Main Street Danville, Illinois 60435

MUNICIPALITY	ADDRESS
City of Decatur, Macon County, Illinois	One Gary K. Anderson Plaza Decatur, Illinois 62523
City of DeKalb, DeKalb County, Illinois	200 South Fourth Street DeKalb, Illinois 60115
Village of Dolton, Cook County, Illinois	14014 Park Avenue Dolton, Illinois 60419-1029
City of East Moline, Rock Island County, Illinois	915 16th Avenue East Moline, Illinois 61244
City of East Peoria, Tazewell County, Illinois	100 South Main Street East Peoria, Illinois 61611
City of Edwardsville, Madison County, Illinois	118 Hillsboro Avenue Edwardsville, Illinois 62025
City of Elgin, Cook and Kane Counties, Illinois	150 Dexter Court Elgin, Illinois 60120
City of Freeport, Stephenson County, Illinois	230 West Stephenson Street Freeport, Illinois 61032
Village of Godfrey, Madison County, Illinois	6810 Godfrey Road Godfrey, Illinois 62035
City of Harvard, McHenry County, Illinois	201 West Front Street Harvard, Illinois 60033
City of Harvey, Cook County, Illinois	15320 Broadway Avenue Harvey, Illinois 60426
City of Joliet, Will County, Illinois	150 West Jefferson Street Joliet, Illinois 60432
Village of Justice, Cook County, Illinois	7800 South Archer Avenue Justice, Illinois 60458
City of LaSalle, LaSalle County, Illinois	745 Second Street LaSalle, Illinois 61301

MUNICIPALITY	ADDRESS
City of Lockport, Will County, Illinois	222 East 9th Street Lockport, Illinois 60441
City of Loves Park, Winnebago County, Illinois	100 Heart Boulevard Loves Park, Illinois 61111
Village of Machesney Park, Winnebago County, Illinois	300 Machesney Road Machesney Park, Illinois 61115
City of Marquette Heights, Tazewell County, Illinois	715 Lincoln Road Marquette Heights, Illinois 61554
City of Mattoon, Coles County, Illinois	208 North 19th Street Mattoon, Illinois 61938
City of McHenry, McHenry County, Illinois	333 South Green Street McHenry, Illinois 60050
City of Mendota, LaSalle County, Illinois	P.O. Box 710 Mendota, Illinois 61342
Village of Minooka, Grundy and Will Counties, Illinois	121 East McEvilly Road Minooka, Illinois 60447
Village of Montgomery, Kane and Kendall Counties, Illinois	1300 South Broadway Road Montgomery, Illinois 60538
City of Naperville, DuPage and Will Counties, Illinois	400 South Eagle Naperville, Illinois 60566
Village of North Pekin, Tazewell County, Illinois	318 North Main Street North Pekin, Illinois 61554-1066
Village of Oak Park, Cook County, Illinois	123 Madison Street Oak Park, Illinois 60302
Village of Park Forest, Cook and Will Counties, Illinois	350 Victory Drive Park Forest, Illinois 60466-9999
City of Pekin, Tazewell and Peoria Counties, Illinois	101 South Capitol Street Pekin, Illinois 61554

MUNICIPALITY	ADDRESS
City of Peoria, Peoria County, Illinois	419 Fulton Street Peoria, Illinois 61602
Village of Peoria Heights, Peoria County, Illinois	4901 North Prospect Road Peoria Heights, Illinois 66164
City of Peru, LaSalle County, Illinois	1727 Fourth Street Peru, Illinois 61354
City of Princeton, Bureau County, Illinois	2 South Main Street Princeton, Illinois 61356
Village of Robbins, Cook County, Illinois	3327 West 137th Street Robbins, Illinois 60472
City of Rochelle, Ogle County, Illinois	420 North 6th Street Rochelle, Illinois 61068
City of Rockford, Winnebago County, Illinois	425 East State Street Rockford, Illinois 61104
Village of Rockton, Winnebago County, Illinois	110 East Main Street Rockton, Illinois 61072
Village of Romeoville, Will County, Illinois	13 Montrose Drive Romeoville, Illinois 60446
Village of Schaumburg, Cook County, Illinois	101 Schaumburg Court Schaumburg, Illinois 60193
Village of Shorewood, Will County, Illinois	903 West Jefferson Street Shorewood, Illinois 60431
City of South Beloit, Winnebago County, Illinois	519 Blackhawk Boulevard South Beloit, Illinois 61080
City of Springfield, Sangamon County, Illinois	231 South Sixth Street Springfield, Illinois 62701
City of Urbana, Champaign County, Illinois	400 South Vine Street Urbana, Illinois 61803

MUNICIPALITY	ADDRESS
City of Washington, Tazewell County, Illinois	115 West Jefferson Street Washington, Illinois 61571
City of West Chicago, DuPage County, Illinois	475 Main Street West Chicago, Illinois 60185
Village of Wonder Lake, McHenry County, Illinois	4200 Thompson Road Wonder Lake, Illinois 60097
City of Wood River, Madison County, Illinois	111 North Wood River Avenue Wood River, Illinois 62095
City of Woodstock, McHenry County, Illinois	121 West Calhoun Street Woodstock, Illinois 60098
United City of Yorkville, Kendall County, Illinois	111 West Fox Street Yorkville, Illinois 60560
The County of Boone, Illinois	Boone County Courthouse 601 North Main Street Belvidere, Illinois 61008
The County of Bureau, Illinois	Bureau County Courthouse 700 South Main Street Princeton, Illinois 61356
The County of Champaign, Illinois	1776 East Washington Street Urbana, Illinois 61801
The County of Coles, Illinois	651 Jackson Avenue Room 122 Charleston, Illinois 61920
The County of Cook, Illinois	118 North Clark Street Room 569 Chicago, Illinois 60602
The County of Cumberland, Illinois	Cumberland County Courthouse 657 County Road 1450 East Toledo, Illinois 62468

MUNICIPALITY	ADDRESS
The County of DeKalb, Illinois	110 East Sycamore Street Sycamore, Illinois 60178
The County of DeWitt, Illinois	DeWitt County Building 201 West Washington Street Clinton, Illinois 61727
The County of Fulton, Illinois	Fulton County Courthouse 100 North Main Street Lewistown, Illinois 61542
The County of Kane, Illinois	719 South Batavia Avenue Building A Geneva, Illinois 60134
The County of Kankakee, Illinois	189 East Court Street 4th Floor Kankakee, Illinois 60901
The County of Kendall, Illinois	111 West Fox Street Yorkville, Illinois 60560
The County of Lake, Illinois	28055 Ashley Circle Libertyville, Illinois 60048
The County of LaSalle, Illinois	707 East Etna Road Ottawa, Illinois 61350
The County of Lee, Illinois	Lee County Courthouse 112 East Second Street Dixon, Illinois 61021
The County of Livingston, Illinois	Livingston County Courthouse 112 West Madison Street Pontiac, Illinois 61764
The County of Macon, Illinois	141 South Main Street Decatur, Illinois 62523
The County of Madison, Illinois	130 Hillsboro Avenue Edwardsville, Illinois 62025



MUNICIPALITY	ADDRESS
The County of McLean, Illinois	104 West Front Street Bloomington, Illinois 61702
The County of Ogle, Illinois	14986 East Lindenwood Road Lindenwood, Illinois 61049
The County of Peoria, Illinois	324 Main Street Peoria, Illinois 61602
The County of Piatt, Illinois	101 West Washington Street Monticello, Illinois 61856
The County of Rock Island, Illinois	1504 Third Avenue Rock Island, Illinois 61201
The County of Sangamon, Illinois	200 South Ninth Room 101 Springfield, Illinois 62701
The County of St. Clair, Illinois	10 Public Square Belleville, Illinois 62220
The County of Tazewell, Illinois	334 Elizabeth Street Pekin, Illinois 61554
The County of Vermilion, Illinois	6 North Vermilion Street Courthouse Annex - 3rd Floor Danville, Illinois 61832
The County of Winnebago, Illinois	404 Elm Street Rockford, Illinois 61101
The County of Woodford, Illinois	Woodford County Courthouse 115 North Main Street Eureka, Illinois 61530

Presented, passed, approved and recorded by the County Board of The County of McLean, Illinois, this 17<sup>th</sup> day of May, 2005.

APPROVED:

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

ATTEST:

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

Ayes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays:

\_\_\_\_\_  
\_\_\_\_\_

Absent or Not Voting:

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

**MEETING DATES TO ADOPT BOND ORDINANCES**

<b>MUNICIPALITY</b>	<b>HEARING DATE</b>	<b>HEARING TIME</b>
City of Aurora	April 26, 2005	7:00 p.m.
Village of Bartonville	April 28, 2005	7:00 p.m.
City of Belleville	May 2, 2005	7:00 p.m.
Village of Bellwood	April 27, 2005	8:00 p.m.
City of Belvidere	May 2, 2005	7:00 p.m.
County of Boone	May 11, 2005	7:00 p.m.
Village of Bridgeview	April 20, 2005	7:30 p.m.
County of Bureau	May 10, 2005	6:30 p.m.
City of Champaign	April 19, 2005	7:00 p.m.
County of Champaign	April 21, 2005	7:00 p.m.
Village of Channahon	May 2, 2005	6:30 p.m.
City of Charleston	May 3, 2005	7:30 p.m.
County of Coles	May 10, 2005	7:00 p.m.
City of Collinsville	April 25, 2005	7:30 p.m.
County of Cook	May 3, 2005	10:00 a.m.
City of Crest Hill	May 2, 2005	7:30 p.m.
Village of Creve Coeur	April 27, 2005	6:30 p.m.
County of Cumberland	May 10, 2005	7:00 p.m.
City of Danville	May 3, 2005	7:00 p.m.
City of Decatur	April 25, 2005	6:30 p.m.
City of DeKalb	April 25, 2005	7:00 p.m.
County of DeKalb	April 20, 2005	7:30 p.m.
County of DeWitt	April 21, 2005	7:00 p.m.
Village of Dolton	May 2, 2005	7:30 p.m.
City of East Moline	May 2, 2005	7:00 p.m.
City of East Peoria	May 3, 2005	6:00 p.m.

<b>MUNICIPALITY</b>	<b>HEARING DATE</b>	<b>HEARING TIME</b>
City of Edwardsville	May 3, 2005	7:00 p.m.
City of Elgin	April 27, 2005	7:30 p.m.
City of Freeport	May 2, 2005	7:00 p.m.
County of Fulton	May 10, 2005	6:30 p.m.
Village of Godfrey	May 3, 2005	7:00 p.m.
City of Harvard	May 11, 2005	7:00 p.m.
City of Harvey	April 25, 2005	7:30 p.m.
City of Joliet	May 3, 2005	6:30 p.m.
Village of Justice	April 25, 2005	7:30 p.m.
County of Kane	May 10, 2005	9:45 a.m.
County of Kankakee	May 10, 2005	9:00 a.m.
County of Kendall	May 3, 2005	6:00 p.m./9:00 a.m.
County of Lake	May 10, 2005	9:00 a.m.
City of LaSalle	April 25, 2005	7:00 p.m.
County of LaSalle	May 12, 2005	1:00 P.M.
County of Lee	May 17, 2005	6:00 p.m. (Beginning in April)
County of Livingston	May 12, 2005	6:00 p.m.
City of Lockport	April 27, 2005	7:00 p.m.
City of Loves Park	April 25, 2005	7:00 p.m.
Village of Machesney Park	April 25, 2005	7:00 p.m.
County of Macon	May 12, 2005	7:15 p.m.
County of Madison	May 18, 2005	9:30 a.m.
City of Marquette Heights	April 25, 2005	7:00 p.m.
City of Mattoon	May 3, 2005	7:30 p.m.
City of McHenry	May 2, 2005	7:30 p.m.
County of McLean	May 17, 2005	9:00 a.m.
City of Mendota	May 2, 2005	6:30 p.m.
Village of Minooka	April 26, 2005	7:00 p.m.

<b>MUNICIPALITY</b>	<b>HEARING DATE</b>	<b>HEARING TIME</b>
Village of Montgomery	April 25, 2005	7:30 p.m.
City of Naperville	May 3, 2005	7:30 p.m.
Village of North Pekin	April 25, 2005	7:00 p.m.
Village of Oak Park	May 2, 2005	7:30 p.m.
County of Ogle	May 17, 2005	5:30 p.m.
Village of Park Forest	April 25, 2005	8:00 p.m.
City of Pekin	April 25, 2005	5:30 p.m.
City of Peoria	April 26, 2005	6:15 p.m.
County of Peoria	May 12, 2005	6:00 p.m.
Village of Peoria Heights	May 3, 2005	7:00 p.m.
City of Peru	May 2, 2005	7:30 p.m.
County of Piatt	May 10, 2005	9:00 a.m.
City of Princeton	May 2, 2005	7:30 p.m.
Village of Robbins	April 26, 2005	8:00 p.m.
City of Rochelle	April 25, 2005	7:00 p.m.
City of Rockford	April 25, 2005	6:00 p.m.
County of Rock Island	May 17, 2005	5:30 p.m.
Village of Rockton	May 2, 2005	7:30 p.m.
Village of Romeoville	April 27, 2005	7:30 p.m.
County of Sangamon	May 10, 2005	7:00 p.m.
Village of Schaumburg	April 26, 2005	8:00 p.m.
Village of Shorewood	April 26, 2005	7:00 p.m.
City of South Beloit	May 2, 2005	7:00 p.m.
City of Springfield	May 3, 2005	5:45 p.m.
County of St. Clair	April 25, 2005	7:30 p.m.
County of Tazewell	April 27, 2005	6:00 p.m.
City of Urbana	May 2, 2005	7:30 p.m.
County of Vermilion	May 10, 2005	6:00 p.m.
City of Washington	May 2, 2005	6:30 p.m.


<b>MUNICIPALITY</b>	<b>HEARING DATE</b>	<b>HEARING TIME</b>
City of West Chicago	May 2, 2005	7:00 p.m.
County of Winnebago	April 28, 2005	6:00 p.m.
Village of Wonder Lake	May 4, 2005	7:00 p.m.
City of Wood River	May 2, 2005	7:30 p.m.
County of Woodford	May 17, 2005	6:30 p.m.
City of Woodstock	May 3, 2005	7:00 p.m.
United City of Yorkville	April 28, 2005	7:00 p.m.



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400      Bloomington, Illinois 61702-2400

April 28, 2005

Memo to:      The Honorable Chairman and Members of the Finance Committee  
From:          John M. Zeunik   
Re:             Review of Proposed Budget Policy for Fiscal Year 2006

At the May 3rd Finance Committee meeting, the Committee will be asked to review and recommend approval of the Resolution Establishing the Budget Policy for Fiscal Year 2006. To assist the Committee in your consideration and discussion of this issue, I have enclosed a copy of the proposed Resolution for the preparation of the Fiscal Year 2006 Budget.

The Fiscal Year 2006 overall property tax rate will be based on the 2005 adjusted equalized assessed valuation. For your information and review, I have enclosed a table illustrating the growth in the County's equalized assessed valuation during the last three fiscal years. The fiscal year 2006 estimated equalized assessed valuation is based on the projected increase provided by the Supervisor of Assessments. With the County's successful conversion to one final property tax bill due in two equal installments, I am able to provide the Committee with the final overall tax rate for the County funds that are permitted to levy a property tax. Under the proposed Budget Policy, the 2004 overall County property tax rate of \$0.938729 per \$100 of equalized assessed valuation will be the target rate for the fiscal year 2006 budget.

The major State revenue sources have begun to slowly rebound from the flat to modest increases that the County has experienced over the past three years. The Illinois Municipal League estimates that the local government share of the State Income Tax will increase by 5% in 2006. Of the total State Income Tax revenues collected, 10% of the revenues are deposited in the Local Government State Income Tax Distributive Fund and then shared with local governments on a per capita basis. The amount that each municipality or county receives is based on its population in proportion to the total state

The Honorable Chairman and Members of the Finance Committee  
April 28, 2005  
Page Two

population. The County's share of the State Income Tax is based on the 2000 Census of the population in the unincorporated area (20,570). Given the State's budget problems, local governments are worried that the Illinois General Assembly will again change the Local Government State Income Tax distributive formula and retain more State Income Tax dollars for the State's use. The Municipal League estimates that the Personal Property Replacement Tax will grow by 2.7% in 2006. Year-to-date Sales Tax Revenues for the County are running 2.5% higher than the adopted budget.

The preliminary employer rates forwarded by IMRF to the County show an increase in the regular IMRF rate and a significant increase in the Sheriff Law Enforcement Personnel (the "SLEP") rate. The IMRF increase is a result of the decline in earnings on IMRF's portfolio of investments. As a result of the increase in the employer's rate, the County's property tax levy for the Illinois Municipal Retirement Fund (the "IMRF") will increase over the 2005 amount. For your information, last week, the Illinois Senate approved by a vote of 50-4 an enhanced SLEP pension bill. It is expected that this bill will be approved in the Illinois House by a veto proof margin. For McLean County, the enhanced SLEP benefit will result in an increase in the SLEP employer rate in future years and an increase in the County's IMRF property tax levy.

I would welcome your thoughts and suggestions on any additional modifications to the proposed Budget Policy for Fiscal Year 2006.

Thank you for your kind assistance and cooperation.



**EQUALIZED ASSESSED VALUATION: FY'2003 - FY'2006**

	FY'2003	FY'2004	FY'2005	FY'2006 Est.	Net Increase FY'2006 Est.	% Increase
Equalized Assessed Valuation	\$2,770,325,723	\$2,914,955,098	\$3,067,935,130	\$3,220,000,000	\$152,064,870	4.96%
Rate Setting EAV	\$2,580,344,617	\$2,703,536,784	\$2,782,765,456	\$2,920,695,643	\$137,930,187	4.96%

Please Note: Rate Setting EAV includes deductions for all Exemptions (Homestead, Senior Citizen, Home Improvement) and Tax Increment Financing Districts.

McLEAN COUNTY PROPERTY TAX LEVY: 2003 - 2005

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY PAYABLE IN 2003	PROPERTY TAX LEVY PAYABLE IN 2004	PROPERTY TAX LEVY PAYABLE IN 2005	CHANGE FROM PRIOR YEAR INCREASE/(DECREASE) TAX RATE	% CHANGE
General Fund 0001	\$0.25000	\$0.249049	\$0.250000	\$0.248177	-\$0.00182	1.46%
Persons/Dev. Disabilities 0110	\$0.10000	\$0.021516	\$0.021019	\$0.020673	-\$0.00035	1.24%
TB Care & Treatment 0111	\$0.07500	\$0.010243	\$0.010400	\$0.010243	-\$0.00016	1.38%
Health Department 0112	\$0.15000	\$0.093651	\$0.092857	\$0.092113	-\$0.00074	2.11%
County Highway 0120	\$0.07500	\$0.073575	\$0.072490	\$0.072233	-\$0.00026	2.56%
Bridge Matching 0121	\$0.05000	\$0.049814	\$0.048899	\$0.048944	\$0.00075	4.50%
County Matching 0122	\$0.03750	\$0.037361	\$0.037500	\$0.037245	-\$0.00025	1.91%
Children's Advocacy 0129	\$0.00400	\$0.003976	\$0.004000	\$0.003973	-\$0.00003	1.48%
F I C A 0130	NONE	\$0.077782	\$0.071859	\$0.071338	-\$0.00052	2.18%
I M R F 0131	NONE	\$0.049764	\$0.059992	\$0.059600	-\$0.00039	2.26%
Historical Museum 0134	\$0.00200	\$0.002000	\$0.002000	\$0.001986	-\$0.00011	1.48%
Tort Judgment 0135	NONE	\$0.072936	\$0.073480	\$0.074635	\$0.00116	4.55%
Veterans Assistance 0136	\$0.03000	\$0.005740	\$0.005518	\$0.005261	-\$0.00023	0.00%
L & J Debt Service 0161	NONE	\$0.081990	\$0.078254	\$0.076026	-\$0.00223	-1.88%
L & J Add'l Rental 0162	NONE	\$0.066806	\$0.067223	\$0.067251	\$0.00003	0.00%
Gov't Center Debt Service 0161	NONE	\$0.011359	\$0.015076	\$0.014647	-\$0.00043	2.97%
Gov't Center Add'l Rental 0162	NONE	\$0.002252	\$0.0015076	\$0.001538	\$0.000595	0.00%
Cooperative Extension 0133	\$0.05000	\$0.016044	\$0.015720	\$0.015731	\$0.00001	112.55%
ETSB 911 Debt Service	NONE	\$0.012653	\$0.011360	\$0.011037	-\$0.00032	0.00%
ETSB 911 Surcharge Abatement	NONE	-\$0.012653	-\$0.011360	-\$0.011037	\$0.00032	0.00%
Old Courthouse Add'l Rental 0162	NONE	\$0.004789	\$0.004968	\$0.006416	\$0.00145	32.93%
TOTAL:		\$24,013,887.00	\$25,379,945.00	\$26,122,618.00	\$0.00188	2.93%
Equalized Assessed Valuation:		\$2,770,325,723.00	\$2,914,955,098.00	\$3,067,935,130.00	\$	5.25%
Adjusted EAV for Computing Tax Rates:		\$2,580,344,617.00	\$2,703,536,784.00	\$2,782,765,456.00	\$	2.93%

# Memo

To: John M. Zeunik, County Administrator  
From: Robert T. Kahman, Supervisor of Assessments *RTK*  
Date: February 24, 2005  
Re: Estimated 2005 EAV

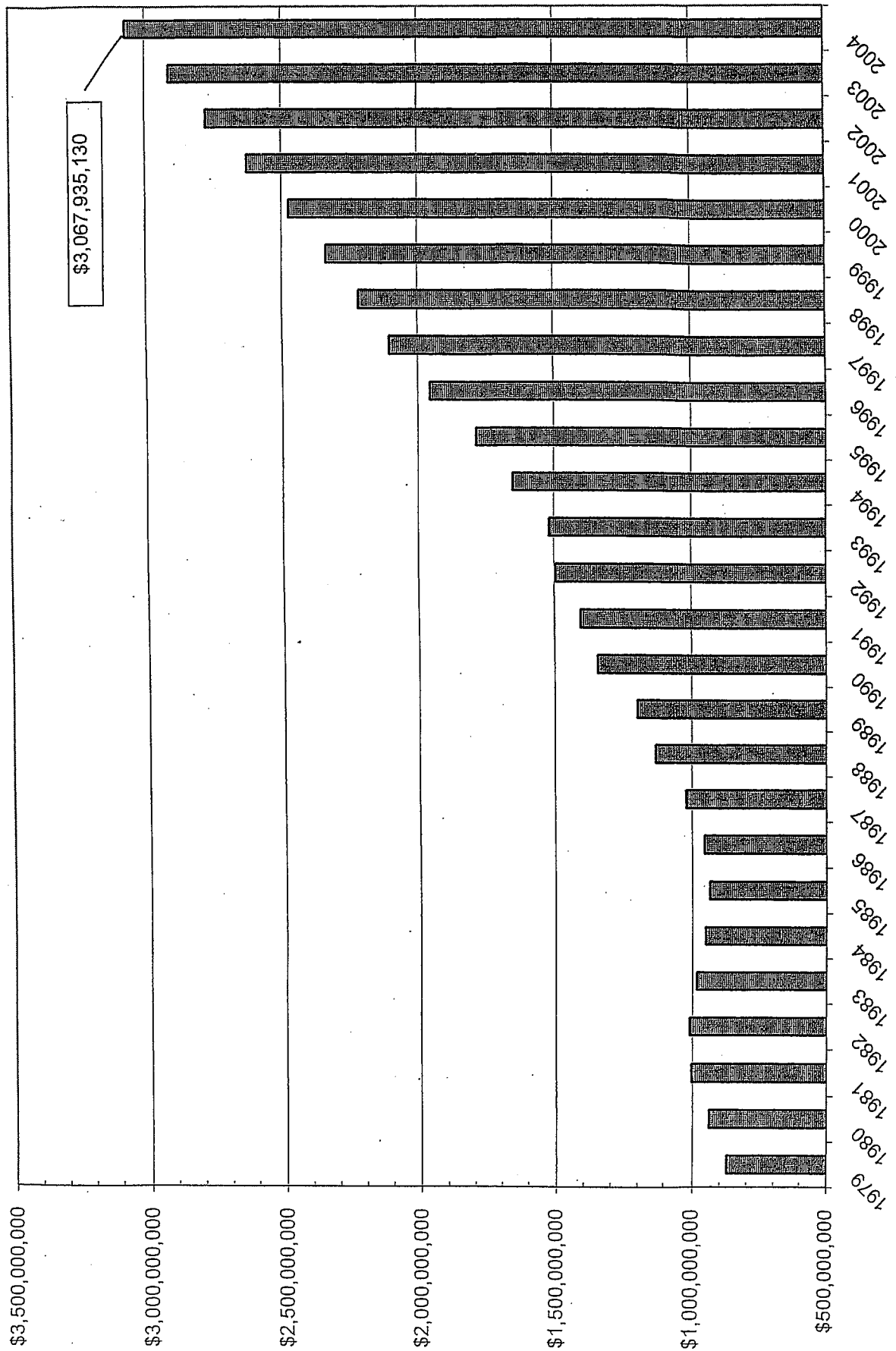
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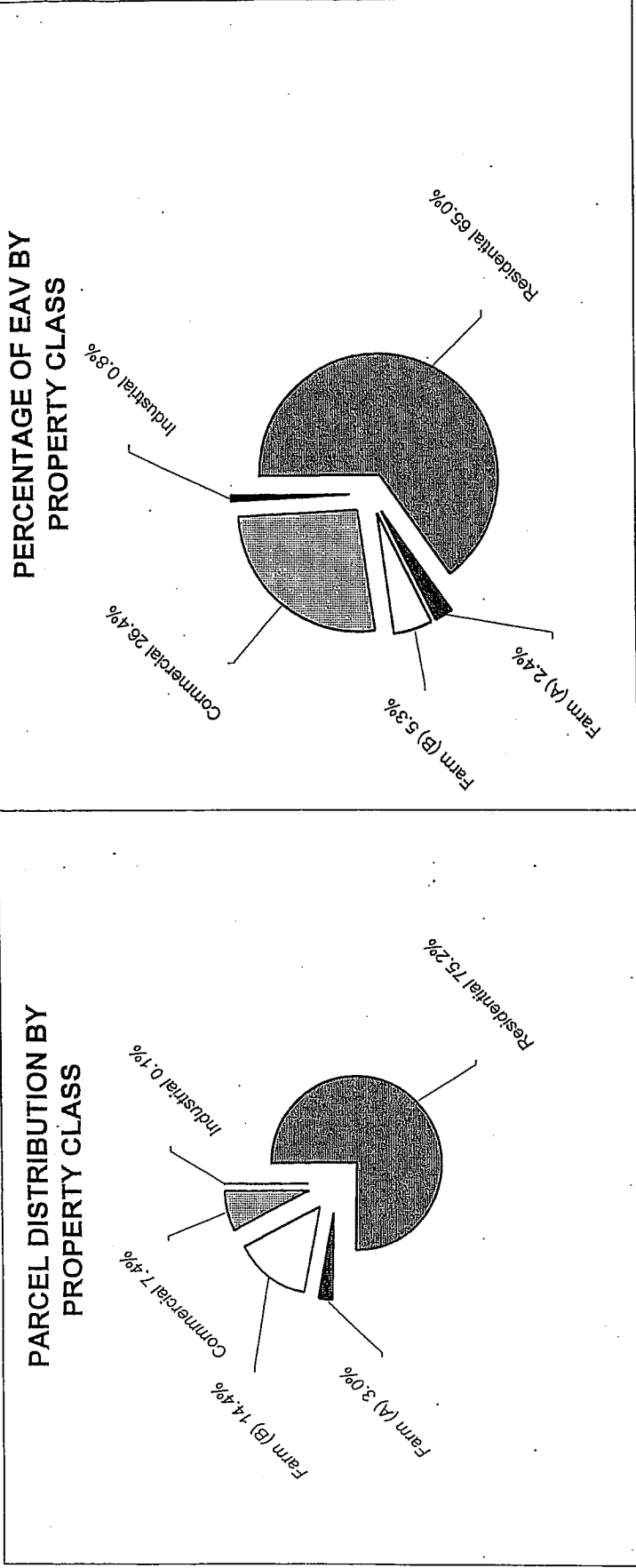
I have prepared seven graphs to assist you in projecting the 2005 County assessment base.

- McLean County Historical Record of Equalized Assessed Value (EAV) from 1979 to Present. McLean County crossed the three billion dollar line with the 2004 assessment year. Our final EAV is \$3,067,935,130.
- A pie graph with the distribution of parcels and another demonstrating the percentage of EAV by property class. Of note, we are 75% residential in parcel make-up, accounting for 65% of our total EAV. Commercial properties are 7.4% of our total, accounting for 26.4% of our assessment base.
- Average Cropland EAV per acre. The overall trend remains down.
- 10 year history of McLean County new construction. In the last four years we have ranged between 83 and 96 million dollars in new construction assessment dollars. The four year trend, however, clearly indicates a de-acceleration.
- Annual change in EAV in dollars from 1980 to present. This historical chart demonstrates among other things that the County does not always go up in value. From 1983 to 1985 we lost value. With the exception of 1993, we have witnessed assessment gains in every year since 1987 in excess of \$50 million dollars per year. There is no clear and demonstrable indicator to suggest we will not grow by approximately \$150 million in EAV in the coming year.
- EAV percentage changes from prior year. Again, we see a trend that is consistent and sustained. Since 1998, our annual percentage change has been between 5 and 6% of the prior year. The 2004 change was slightly greater than 5%. We should see EAV grow between 5 and 6% in the coming year, with a bias toward the top of the range.
- 10 Year History of McLean County Growth in EAV. I have chosen a linear trend line for this graph due to the remarkably steady increases dating back to 1995. The trend extrapolates out to a value of 3.22 billion for 2005 with a range of 33 million plus or minus.

Please let me know if you have any questions or comments about this message.

McLean County Historical Record of Equalized Assessed Value (EAV) from 1979 to Present

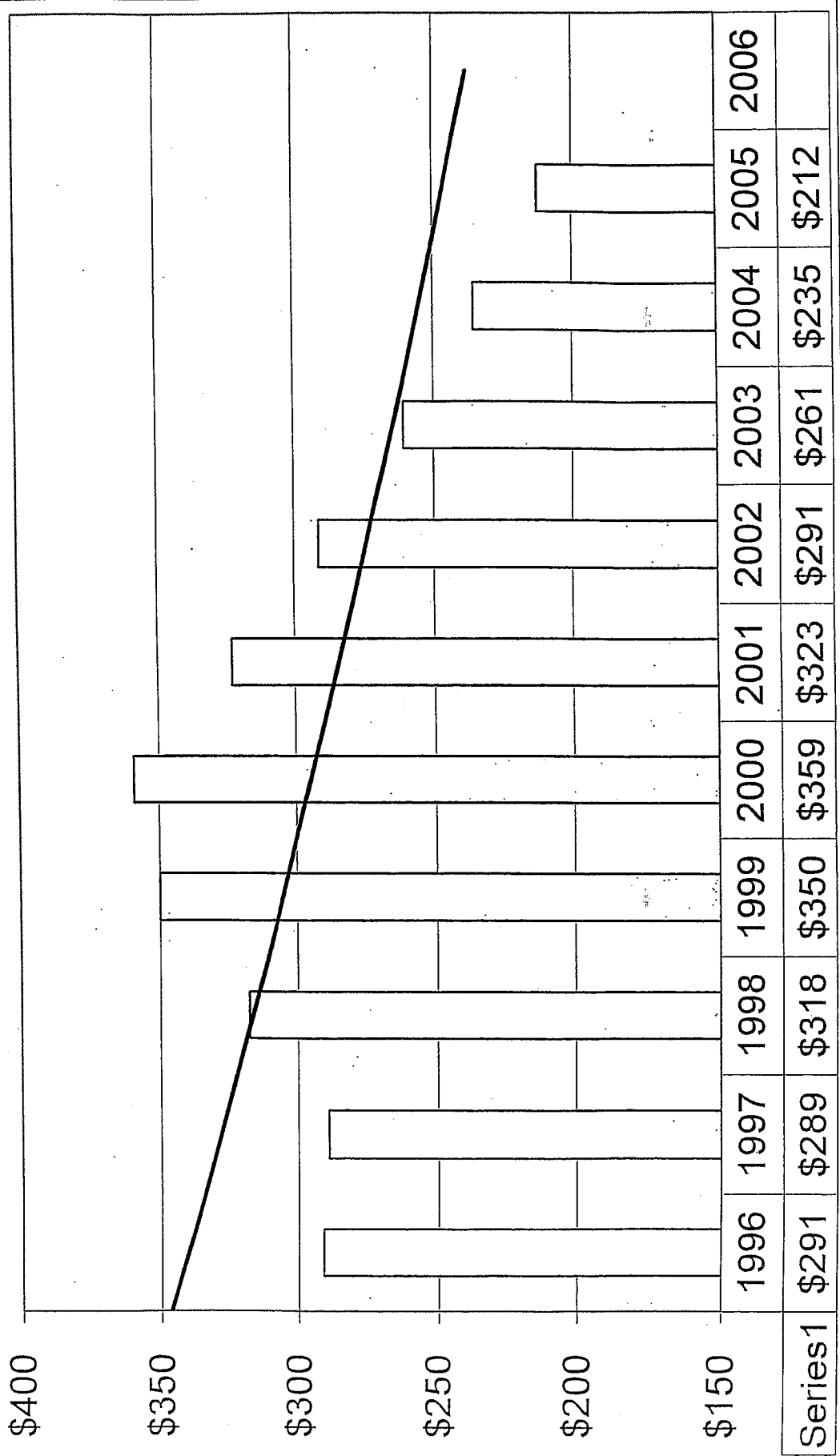




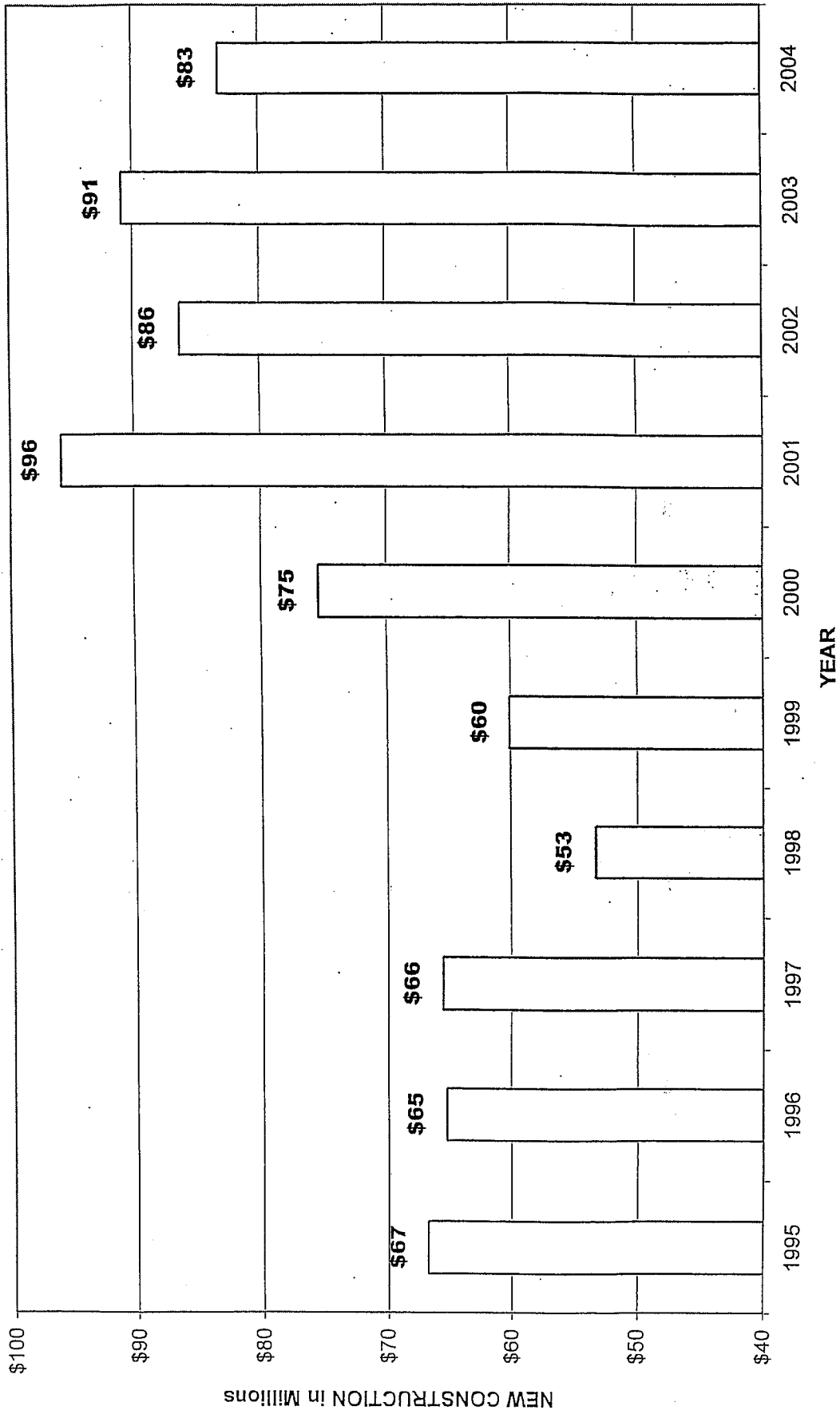
PROPERTY CLASS	PARCELS	% OF TOTAL	EAV	% OF TOTAL
Residential	48,215	75.0%	1,993,443,810	65.0%
Farm (A)	1,931	3.0%	72,307,760	2.4%
Farm (B)	9,213	14.3%	163,661,927	5.3%
Commercial	4,745	7.4%	811,011,174	26.4%
Industrial	43	0.1%	26,037,332	0.8%
Total*	64,321	100%	3,067,935,130	100%

\*Excludes statistically insignificant classes. Totals are accurate.

# Average Cropland EAV Per Acre

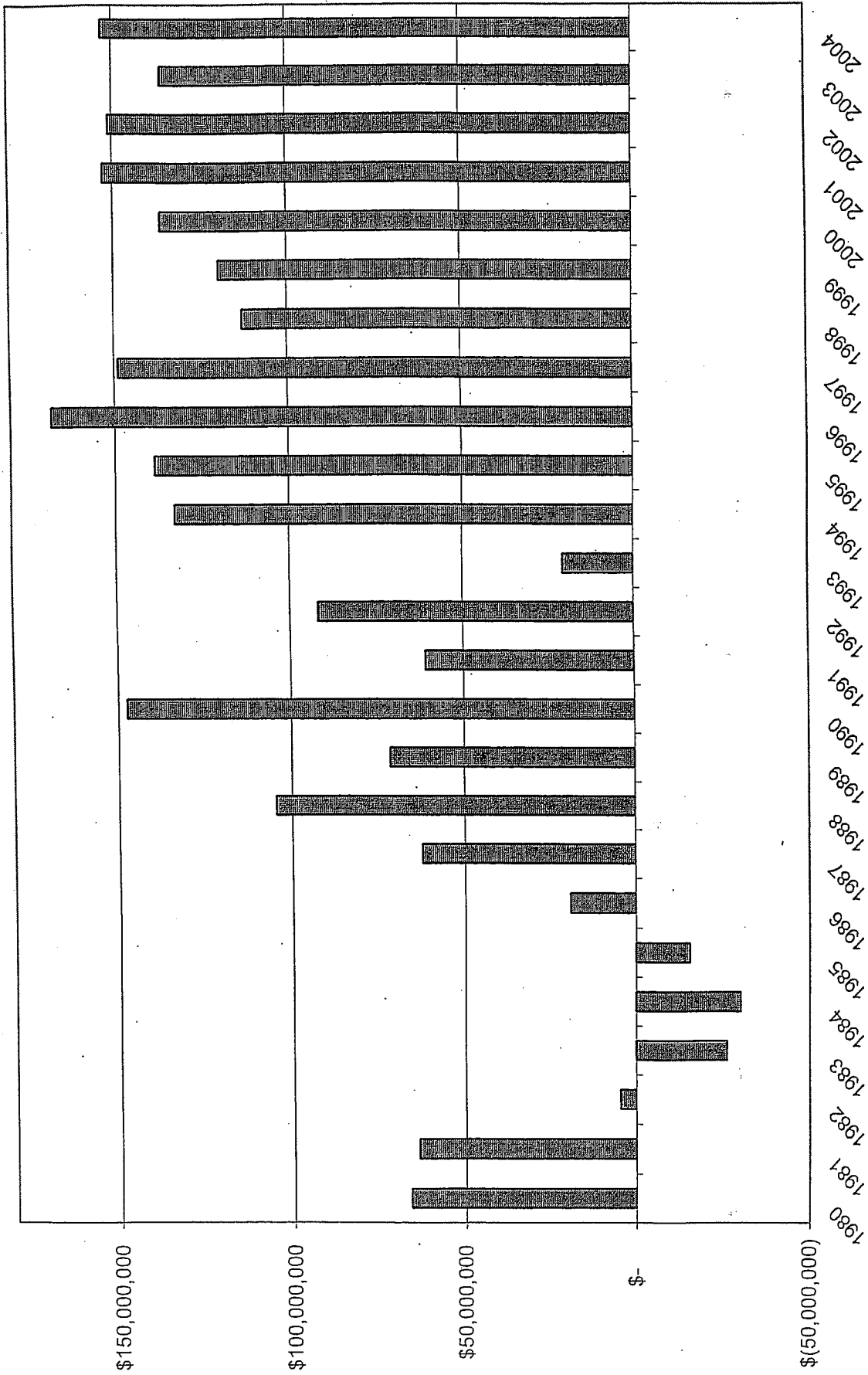


10 YEAR HISTORY OF MCLEAN COUNTY NEW CONSTRUCTION



10YR NEW CONSTRUCTION  
new growth

Annual change in EAV in dollars from 1980 to present  
 (note that values do not always go up!)

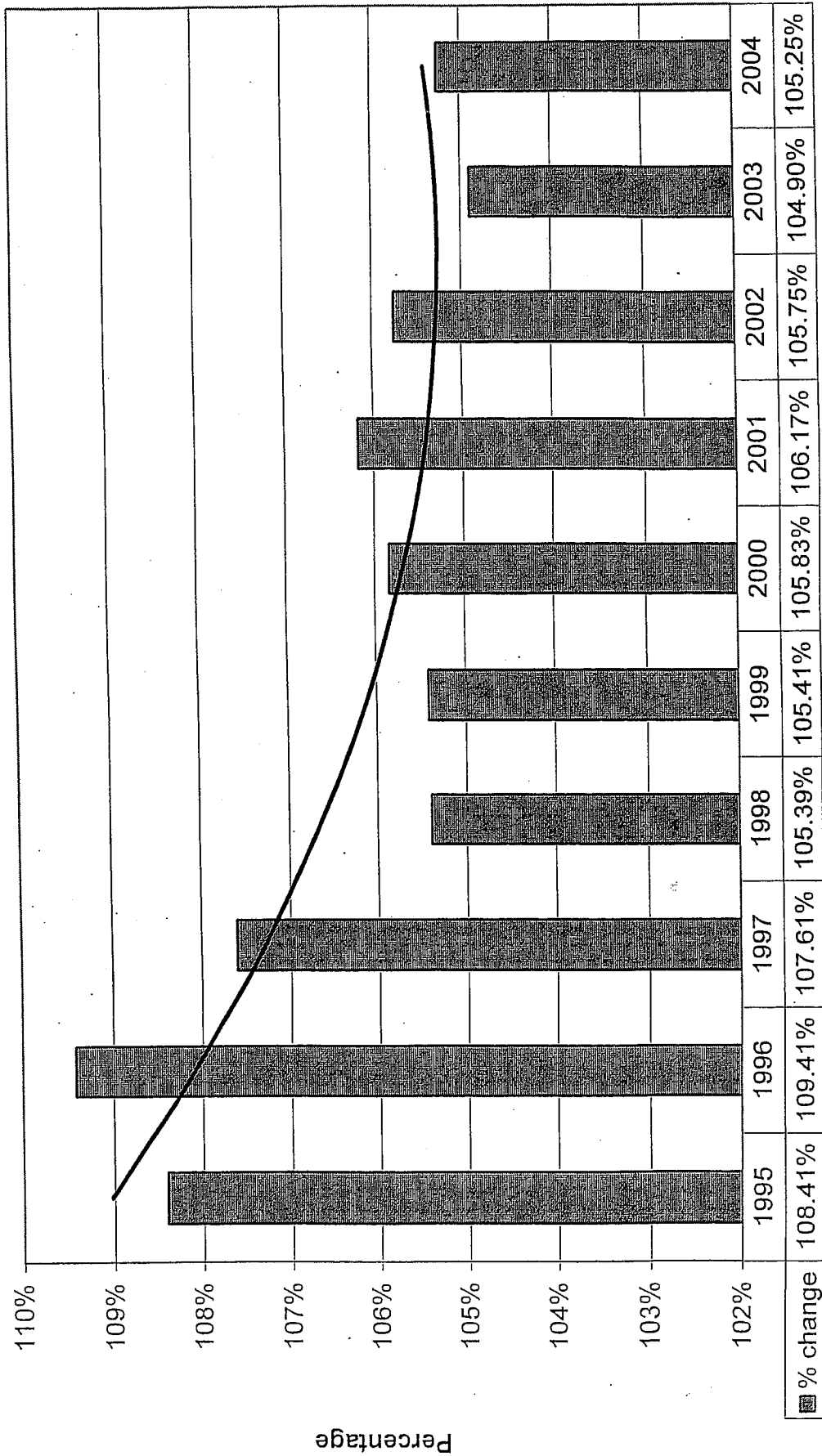


CHANGE IN \$'s

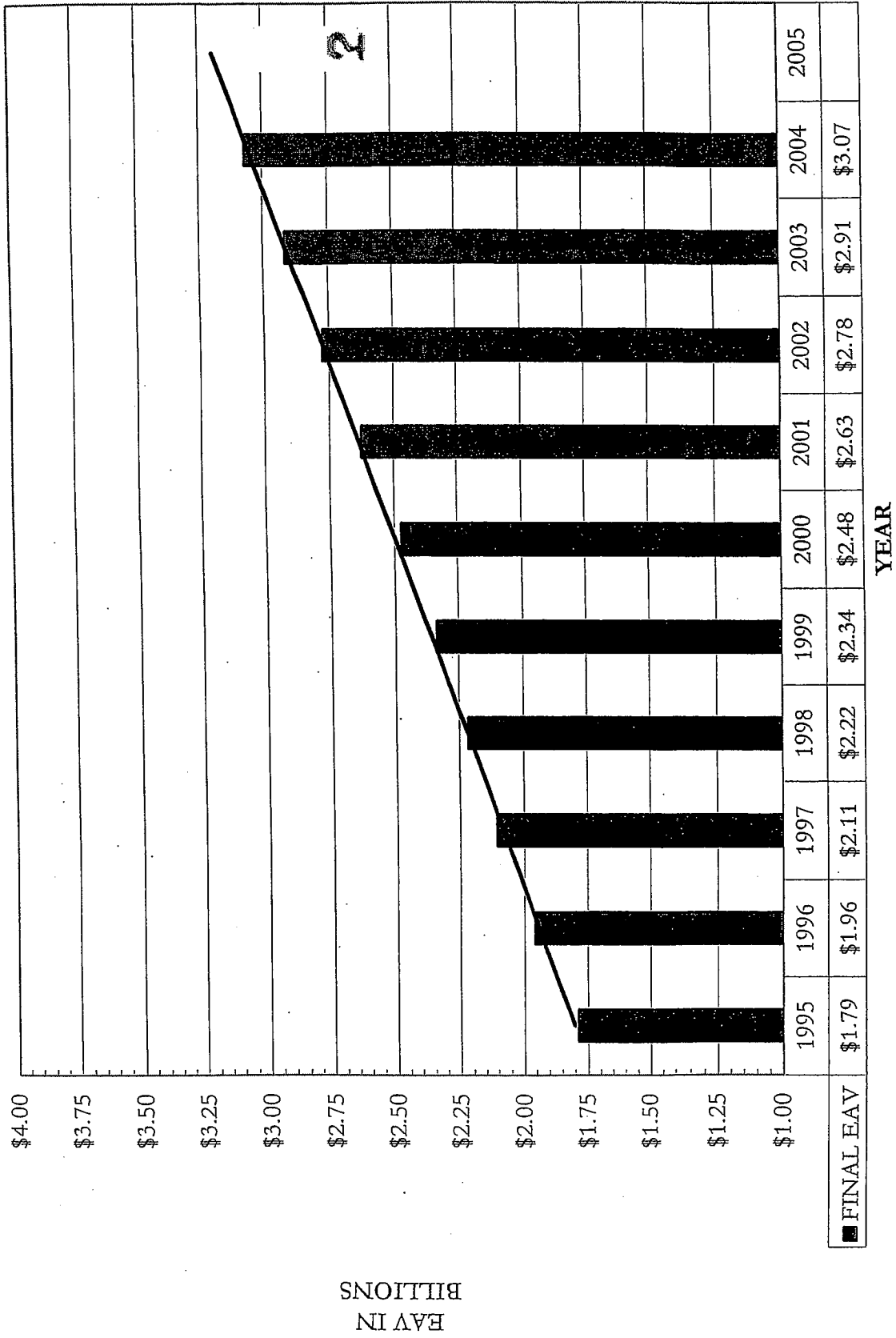
EAVCHNG  
 History of change in EAV



EAV percentage change from prior year



10 Year History of Growth in EAV



**MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION**

**CHAPTER 12 - BUDGET**

**RESOLUTION ESTABLISHING THE BUDGET POLICY  
FOR FISCAL YEAR 2006**

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

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

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

**WHEREAS**, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2006-2009, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2006; now, therefore,

**BE IT RESOLVED** by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County departments for the submission, review and preparation of the Fiscal Year 2006 Budget and the proposed Three Year Budget.

**12.21 COUNTY SERVICES**

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

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

**12.22 REVENUE**

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

- (A) Real property taxes and all other 2006 revenues shall be sufficient to meet required expenditures for Fiscal Year 2006, with the following recommendation:

(2)

When preparing the Recommended Budget for Fiscal Year 2006, the County Administrator shall make every effort to hold the 2005 County overall property tax rate as close to the 2004 County overall property tax rate as possible.

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

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2006 Budget.

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

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2006 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year 2006, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2007, Fiscal Year 2008, and Fiscal Year 2009 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

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

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

### **12.23 FUND BALANCES**

#### **12.23-1 Fund Balances**

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, an unencumbered fund balance equal to not less than 10% of the County's total Combined

(3)

Annual Budget and Appropriation Ordinance shall be maintained in the Corporate General Fund.

- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and to the Law and Justice Center Debt Service Fund for the annual debt service payment to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.
- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department for self-insured health plans, if any, shall provide a fund balance of no less than 100% of the difference between the expected claims' cost and the County's maximum exposure for claims, i.e. the aggregate attachment point, in the County's self-insured health coverage plan.

## **12.24 CONTINGENCY**

### **12.24-1 Contingency**

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2006 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

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

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

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2006 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

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

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

(5)

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

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

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

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

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

## **12.27 PERSONNEL**

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

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2006 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

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

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2006, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on April 19, 2005, shall govern the preparation of the Fiscal Year 2006 Budget.

(6)

- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2006 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year 2004, adopted by the County Board on November 20, 2003, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2006 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
  - (1) the request be approved and the reasons/justification for approval; or
  - (2) the request be denied and the reasons/justifications for denial at this time.
- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
  - (1) the request be approved and the reasons/justification for approval; or



(7)

- (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2005 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2006 budget preparation cycle.
- (K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

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

- (A) All County departments shall prepare and submit their Fiscal Year 2006 Budget requests in accordance with the Fiscal Year 2006 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2005 budgeted expenditures/revenues less any known non-recurring expenditures.

#### **12.29 FISCAL YEAR 2006 BUDGET ADOPTION**

- (A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2006 Budget to the County Board for adoption in accordance with the budget calendar.
- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

(8)

**12.30 EFFECTIVE DATE AND REPEAL**

(A) This resolution shall supersede the Fiscal Year 2005 Budget Policy Resolution.

**ADOPTED** by the County Board of McLean County, Illinois, this 17th day of May, 2005.

**ATTEST:**

**APPROVED:**

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

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

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SCHEDULE A

CALENDAR FOR PREPARATION OF THE  
FISCAL YEAR 2006 BUDGET,  
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,  
AND RECOMMENDED THREE YEAR BUDGET

MONTH/DATE

ACTIVITY TO BE COMPLETED

May 17, 2005

County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2006

June 3, 2005

Department Head Meeting with Administrator - Distribution of Fiscal Year 2006 Budget Manual of Instructions

June 6-8, 2005

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

Departments should review the Fiscal Year 2006 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.

PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.

June 9, 2005

Departments begin entering and revising Fiscal Year 2006 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.

June 30, 2005

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

PLEASE NOTE: Department personnel will **NOT** enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by **June 30, 2005**.

(2)

MONTH/DATE

ACTIVITY TO BE COMPLETED

July 8, 2005

Personnel expenses (500 series line-item accounts) will be entered into the computer by July 15, 2005 and transmitted to the departments by July 22, 2005.

Department Narrative Description, Program Objectives completed.

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

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

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

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

Recommended Three Year Budget for Fiscal Year 2007, Fiscal Year 2008, and Fiscal Year 2009 completed and entered into computer.

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

July 8, 2005

Budget Data Entry System locked by Information Services. All Fiscal Year 2006 Budget data and Recommended Three Year Budget data should be completed and entered.

July 25, 2005  
through  
August 19, 2005

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

September 6, 2005

County Administrator advises departments of revenue/expenditure status.

(3)

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 20, 2005

Recommended Fiscal Year 2006 Budget presented to the County Board.

September 21, 2005  
through  
November 4, 2005

Oversight Committees and Executive Committee review the Recommended Budget.

November 8, 2005

Review of Fiscal Year 2006 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 15, 2005

County Board approves and adopts Fiscal Year 2006 Combined Annual Budget and Appropriation Ordinance, 2005 Property Tax Levy Ordinance, and Amendment to the Full-Time Equivalent Positions Resolution for Fiscal Year 2006..

December 30, 2005

Fiscal Year 2006 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.