



**FINANCE COMMITTEE AGENDA**  
**Room 400, Government Center**

Tuesday, May 3, 2005


**4:00 p.m.**

1. Roll Call
2. Approval of Minutes – April 5, 2005
3. Departmental Matters
  - A. Phil Dick, Building and Zoning
    - 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 1-32
      - b) Request Approval of Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community d/b/a Show Bus 33-53
    - 2) Items to be Presented for Information
      - a) General Report
      - b) Other
  - B. Becky McNeil, County Treasurer
    - 1) Items to be Presented for Information:  
*(Documents to be provided at meeting)*
      - a) Accept and place on file the County Treasurer's Monthly Financial Reports, April 30, 2005
      - b) General Report
      - c) Other

- C. Peggy Ann Milton, County Clerk
- 1) Items to be Presented for Information:
    - a) First Quarter Activity Report, January-March 2005 54-55
    - b) General Report
    - c) Other
- D. Don Lee, Director, Nursing Home
- 1) Items to be Presented for Information:
    - a) Monthly Reports 56-58
    - b) General Report
    - c) Other
- E. Lee Newcom, County Recorder
- 1) Items to be Presented for Information:
    - a) General Report 59-76
    - b) Other
- F. Jennifer Ho, Risk Management
- 1) Items to be Presented for Information:
    - a) First Quarter Risk Management Fund Report, Fiscal Year 2005 77-78
    - b) General Report
    - c) Other
- G. John M. Zeunik, County Administrator
- 1) Items to be Presented for Action:
    - 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 79-84
    - b) 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 85-119
    - c) Request Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2006 120-142
  - 2) Items to be Presented for Information
    - a) Report, Assist First-Time Homebuyer Down Payment Assistance Program 143-146
    - b) General Report
    - c) Other

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

5. Adjournment



McLean County

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**

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

<b>Operator</b>	<b>Total Number of Passenger Trips Provided by Operator</b>
<u>SHOW BUS</u>	<u>32,000</u>

**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:

<b>Operator</b>	<b>Total Number of Vehicle Miles Provided by Operator</b>
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:

<b>Operator</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>E-Mail</b>
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.

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		<b>2. DATE SUBMITTED</b> 17-May-05	Applicant Identifier
<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>3. DATE RECEIVED BY STATE</b>	State Applicant Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier
<b>5. APPLICANT INFORMATION</b>			
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	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 37-6001569		<b>7. TYPE OF APPLICANT: (enter appropriate letter)</b> <u>B</u> 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) _____	
<b>8. TYPE OF APPLICATION:</b> ___ New <u>X</u> Continuation ___ Revision If Revision, enter appropriate letter(s) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify): _____		<b>9. NAME OF FEDERAL AGENCY:</b> Federal Transit Administration	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> Section 5311 <u>20 - 509</u> TITLE: Operating Assistance Program		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> 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.	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> Non-urbanized counties and cities in the downstate Illinois area.		<b>13. PROPOSED PROJECT</b>	
<b>14. CONGRESSIONAL DISTRICTS OF:</b>		a. Applicant Johnson, Weller	
Start Date Ending Date 7/1/2005 to 6/30/2006		b. Project Johnson, Weller	
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
a. Federal	\$ 297,509.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE <u> / /</u> 17-May-05	
b. Applicant	\$	b. NO. ___ PROGRAM IS NOT COVERED BY E. O. 12372 ___ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> ___ Yes If "Yes," attach an explanation <u>X</u> No	
d. Local	\$ 230,250.00		
e. Other	\$		
f. Program Income	\$ 42,241.00		
g. TOTAL	\$ 570,000.00		
<b>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.</b>			
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:**

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>PROJECT INCOME (Proposed)</u>	<u>LOCAL MATCH (Proposed)</u>
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		
		<b>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>PROJECT INCOME (Proposed)</b>	<b>LOCAL MATCH (Proposed)</b>
		<b>\$272,491</b>	<b>\$272,491</b>	<b>\$42,241</b>	<b>\$230,250</b>

(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:**

<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>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

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<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	TOTAL				
<b>CONTRIBUTED SERVICES</b>					
530.00	TOTAL				
<b>INELIGIBLE EXPENSES</b>					
550.00	TOTAL				
<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>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>SECTION 5311 ADMINISTRATION (Proposed)</b>	<b>SECTION 5311 OPERATING (Proposed)</b>
(Exclude grey areas from total)					
<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.

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

**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

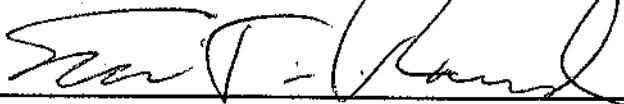
*Authorized Representative of Applicant*

**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:

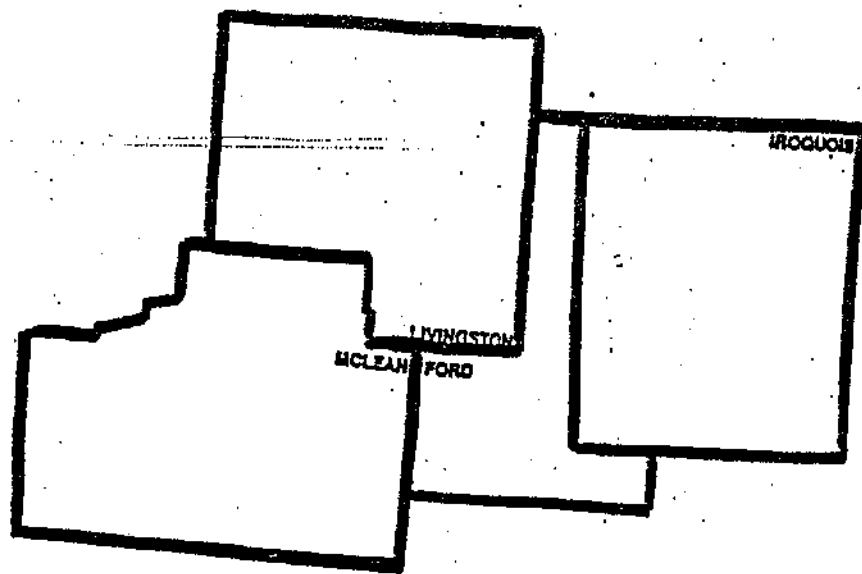
Approved:

---

*Peggy Ann Milton*  
County Clerk  
McLean County, IL

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*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@mcleancountyl.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/o/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 payments 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 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

Grantee's Name & Address

Meadows Mennonite Home  
d/b/a SHOWBUS, R.R. 1  
Chenoa, IL 61726

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



**PeggyAnn Milton**  
**McLean County Clerk**  
(309) 888-5190  
Fax (309) 888-5932  
Tax Administration (309) 888-5187  
Elections Administration (309) 888-5186  
104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400  
E-mail: [peggyann@mclean.gov](mailto:peggyann@mclean.gov) Website: [www.mclean.gov/countyclerk](http://www.mclean.gov/countyclerk)

We've moved to:

Government Center  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
[www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)  
[peggyann.milton@mcleancountyil.gov](mailto:peggyann.milton@mcleancountyil.gov)

DATE: April 25, 2005  
TO: Chairman Sorensen  
Honorable Members of the Finance Committee  
FROM: Katie Flynn, Tax Administrator   
RE: County Clerk Monthly Activity Report

Please find enclosed a Monthly Activity Report of the McLean County Clerk's Office for the first quarter of this year, 2005, for your information and review.

For comparison purposes, we plan to compile 2004 Year-To-Date and 2004 Totals columns, and add them to future activity reports.

Thank you.

cc: John Zeunik

Enclosure

*"We look forward to serving you."*



PeggyAnn Milton  
McLean County Clerk  
2005 Monthly Activity Report  
(March)

Example	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2005 YTD
	Number Processed Dollar Amount Generated												
Birth Requests*	715 \$4,418.00	838 \$5,102.00	782 \$4,990.00										2,335 \$14,510.00
Marriage Requests*	234 \$1,188.00	212 \$1,216.00	227 \$1,234.00										673 \$3,638.00
Death Requests*	67 \$314.00	59 \$292.00	74 \$344.00										200 \$950.00
Marriage Licenses	47 \$1,034.00	43 \$946.00	54 \$1,188.00										144 \$3,168.00
Tax Redemptions	113 \$7,910.00	108 \$7,560.00	150 \$10,500.00										371 \$25,970.00
Take Notices	97 \$1,398.74	397 \$5,724.74	204 \$2,941.68										698 \$10,065.16
Assumed Names**	29 \$145.00	36 \$180.00	30 \$150.00										95 \$475.00
Notary Public Commissions***	41 \$230.00	40 \$260.00	52 \$340.00										133 \$830.00
Liquor Licenses****	1 \$600.00	0 \$0.00	1 \$25.00										2 \$625.00
Voter Registrations/ Address Changes/ Cancellations													
	714	1,031	1,881										3,626

\*The increase or decrease in number of Birth, Marriage and Death requests may not be consistent with the increase or decrease in the dollar amount generated each month as a result of the difference in fees for the number of original copy requests (\$8.00 each for Birth and Marriage, and \$6.00 each for Death) and additional copy requests (\$2.00 each)

\*\*The increase or decrease in number of Assumed Name Requests may not be consistent with the increase or decrease in the dollar amount generated each month as a result of the difference in fees for the number of Assumed Name Applications (\$5.00 each) and Assumed Name Changes (\$1.50 each)

\*\*\*The increase or decrease in number of Notary Public Commissions may not be consistent with the increase or decrease in the dollar amount generated each month as a result of the difference in fees for the number of in-person requests (\$5.00 each) and mail-in requests (\$10.00 each)

\*\*\*\*The increase or decrease in number of Liquor Licenses issued may not be consistent with the increase or decrease in the dollar amount generated each month as a result of the difference in fees for issuance of Class A Liquor Licenses (\$1,000.00 each), Class B Liquor Licenses (\$400.00 each), Class C Liquor Licenses (\$650.00 each), Class D Liquor Licenses (\$1,200.00 each), Class E Liquor Licenses (\$45.00/day), and pro-rated liquor licenses.

(For Office Use Only: X://Tax Extension/Accounting/ClerkMonthlyReport)

**McLEAN COUNTY NURSING HOME**  
**ACCRUED EXPENDITURE**

Prt Date April 18, 2005

	2005 BUDGET	2005 MONTHLY ALLOC	MAR,2005 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/05
SALARIES	3,200,045	271,785	287,405	789,016	839,468	2,360,577	2,360,577	26.23%	3,404,510
IMRF	208,003	17,666	18,681	51,288	54,615	153,388	3,327	26.26%	221,495
MED/LIFE	365,085	11,643	31,004	90,021	89,997	275,088	(24)	24.65%	364,987
SOC/SEC	244,803	20,792	21,986	60,362	64,278	180,525	3,916	26.26%	260,683
VAC LIAB	25,000	2,123	2,117	6,164	6,148	18,852	(17)	24.59%	24,932
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
PERSONNEL	4,042,936	324,008	361,194	996,853	1,054,506	2,988,430	57,653	26.08%	4,276,608
COMMODITIES	642,965	54,608	51,139	158,539	156,405	486,560	(2,134)	24.33%	634,311
CONTRACTUAL	1,296,041	109,310	88,745	319,572	302,103	993,938	(17,469)	23.31%	1,225,196
CAPITAL	189,438	16,089	202	46,711	6,960	182,478	(39,750)	3.67%	28,228
<b>GRAND TOTAL</b>	<b>6,171,380</b>	<b>504,016</b>	<b>501,279</b>	<b>1,521,674</b>	<b>1,519,975</b>	<b>4,651,405</b>	<b>(1,700)</b>	<b>24.63%</b>	<b>6,164,343</b>

**McLEAN COUNTY NURSING HOME**  
**ACCRUED REVENUE**

Prt Date April 18, 2005

	2005 BUDGET	2005 MONTHLY ALLOC	MAR,2005 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	OF BUDGET SPENT	PROJECTED REVENUE
MEDICARE REVENUE	775,400	65,856	73,198	191,195	251,775	523,625	60,580	32.47%	1,021,087
IDPA REVENUE	2,581,280	219,232	268,973	636,480	756,632	1,824,648	120,152	29.31%	3,068,564
SCHOOLING REIMB	0	0	0	0	265	(265)	265	#DIV/0!	1,074
JDC LAUNDRY	7,100	603	515	1,751	1,497	5,603	(253)	21.09%	6,073
JDC FOOD	31,501	2,675	2,264	7,767	6,707	24,794	(1,060)	21.29%	27,201
MEALS	500	42	30	123	168	332	45	33.65%	682
PVT PAY REVENUE	1,862,960	158,224	193,087	459,360	526,662	1,336,298	67,302	28.27%	2,135,907
UNCLASS	7,300	620	233	1,800	1,872	5,428	72	25.65%	7,594
INTEREST EARNED	41,604	3,533	5,621	10,259	12,721	28,883	2,463	30.58%	51,593
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	424,373	36,043	41,533	104,640	121,136	303,237	16,497	28.54%	491,276
TELEPHONE REIMB	0	0	1,080	0	3,180	(3,180)	3,180	#DIV/0!	12,897
<b>TOTAL ACC REVENUE</b>	<b>5,732,018</b>	<b>486,829</b>	<b>586,533</b>	<b>1,413,374</b>	<b>1,682,617</b>	<b>4,049,401</b>	<b>269,242</b>	<b>29.35%</b>	<b>6,823,946</b>

<b>TOTAL ACC REVENUE</b>	<b>5,732,018</b>	<b>486,829</b>	<b>586,533</b>	<b>1,413,374</b>	<b>1,682,617</b>	<b>4,049,401</b>	<b>269,242</b>	<b>29.35%</b>	<b>6,823,946</b>
<b>LESS ACCRUED EXPENSE</b>	<b>(6,171,380)</b>	<b>(504,016)</b>	<b>(501,279)</b>	<b>(1,521,674)</b>	<b>(1,519,975)</b>	<b>(4,651,405)</b>	<b>1,700</b>	<b>24.63%</b>	<b>(6,164,343)</b>

<b>ACC REV - (ACC EXP)</b>	<b>(439,362)</b>	<b>(17,187)</b>	<b>85,254</b>	<b>(108,300)</b>	<b>162,642</b>	<b>(602,004)</b>	<b>270,942</b>		<b>659,603</b>
<b>PLUS CAP EXP</b>	<b>0</b>	<b>16,089</b>	<b>202</b>	<b>46,711</b>	<b>6,960</b>	<b>182,478</b>	<b>(39,750)</b>		<b>28,228</b>

<b>ACC BALANCE</b>	<b>(439,362)</b>	<b>(1,098)</b>	<b>85,456</b>	<b>(61,589)</b>	<b>169,602</b>	<b>(419,526)</b>	<b>231,192</b>		<b>687,831</b>
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# McLEAN COUNTY NURSING HOME

CENSUS Report - 2005

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	10.94	46.48	87.16	144.58	2.45	147.03	2.97
FEBRUARY	9.36	46.64	88.68	144.68	0.68	145.36	4.64
MARCH	6.16	50.26	90.61	147.03	1.26	148.29	1.71
APRIL							
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							

YTD AVERAGE 8.82 47.79 88.82 145.43 1.46 146.89 3.11  
 % OF CAPACITY 5.88% 31.86% 59.21% 96.95% 0.98% 97.93% 2.07%

FOR THE MONTH OF MARCH 2005

Description	Revenue Account #	GL Balance	Recorder's Rpts	PLUS 2/28/2005	Less 03/31/2005	Total	Difference
		As Of 3/31/2005	For the Month Of March 2005	Rec Rpts Dep To GL 03/01/2005	Rec Rpts Dep To GL 04/01/2005		
Copy Fees	0001-0006-0008 0410-0008	2,177.80	2,426.30	13.00	(261.50)	2,177.80	-
Recording Fees	0001-0006-0008 0410-0029	44,788.00	43,711.00	2,461.00	(1,384.00)	44,788.00	-
County Revenue Stamps	0001-0006-0008 0410-0032	33,071.75	31,919.75	1,283.75	(131.75)	33,071.75	-
Micro Film Sales	0001-0006-0008 0410-0128	220.00	220.00			220.00	-
Document Storage	0137-0006-0008 0410-0089	8,937.00	8,721.00	516.00	(300.00)	8,937.00	-
GIS Document Storage	0137-0006-0008 0410-0181	2,979.00	2,907.00	172.00	(100.00)	2,979.00	-
GIS Fund	0167-0006-0008 0410-0181	5,958.00	5,814.00	344.00	(200.00)	5,958.00	-

(A) (B) (C) (D) Sum(B:D)=E (A-E)

Adjustments are made to column C & D because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.

Explanation of Differences:

DON EVERHART  
CHIEF DEPUTY RECORDER



Year-to-date Totals through March, 2005

Account #	Account Description	Month-to-date Totals			Year-to-date Totals through March, 2005				
		Cash/Check/ Change	Charge	Charges Paid	Total	Cash/Check/ Change	Charge	Charges Paid	Total
101-6-8-410-008-034	Copy Fees	\$2,424.30	\$5.00	\$3.00	\$2,426.30	\$6,195.15	\$8.00	\$8.00	\$6,195.15
101-6-8-410-029-035	Recording Fees	\$44,056.00	\$359.00	\$704.00	\$43,711.00	\$121,660.00	\$950.00	\$793.00	\$121,637.00
101-6-8-410-032-036	County Revenue Stamps	\$31,919.75	\$0.00	\$0.00	\$31,919.75	\$77,662.00	\$0.00	\$0.00	\$77,662.00
101-6-8-410-111-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-6-8-410-128-100	Microfilm Sales	\$220.00	\$0.00	\$0.00	\$220.00	\$715.00	\$0.00	\$0.00	\$715.00
116-8-4-102-222-222	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
116-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-6-8-410-089-284	Document Storage	\$9,013.00	\$162.00	\$454.00	\$8,721.00	\$24,526.00	\$522.00	\$490.00	\$24,558.00
37-6-8-410-181-100	Gis Document Storage	\$2,947.00	\$54.00	\$94.00	\$2,907.00	\$8,118.00	\$110.00	\$106.00	\$8,122.00
51-0-0-126-001-903	State Revenue Stamps	\$63,839.50	\$0.00	\$0.00	\$63,839.50	\$155,300.00	\$0.00	\$0.00	\$155,300.00
67-6-8-410-181-100	Gis Fund	\$5,980.00	\$108.00	\$274.00	\$5,814.00	\$16,322.00	\$316.00	\$298.00	\$16,340.00
<b>Final Total :</b>		<b>\$160,399.55</b>	<b>\$688.00</b>	<b>\$1,529.00</b>	<b>\$159,558.55</b>	<b>\$410,518.15</b>	<b>\$1,906.00</b>	<b>\$1,695.00</b>	<b>\$410,729.15</b>

Clean County  
 DATE 4/05/05  
 TIME 20:05:02

F I N A N C I A L M A N A G E M E N T  
 REVENUE LEDGER - SUMMARY LISTING

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	REVENUES
001 0005 0008 0410 0000	REVENUE FROM TAXES	25,000.00	2,177.80
	MONTH TOTAL: MARCH 2005	.00	
	MONTH TOTAL: APRIL 2005		5,195.15
	Base 88847881 8884 7888 8888 8888 8888	25,000.00	5,195.15
	Sub-Dept. TOTAL . . . . . : LEGAL REC.	25,000.00	5,195.15
	Department TOTAL . . . . . : CO.RECORDR	25,000.00	5,195.15
	FUND TOTAL . . . . . : FUND FUND	25,000.00	5,195.15

Clara County  
DATE 4/05/05  
TIME 20:05:02

F I N A N C I A L M A N A G E M E N T  
REVENUE LEDGER - SUMMARY LISTING

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	AMOUNT
001 0005 0008 0410 0000	RECORDING FEES	500,000.00	75,853.00
BEGINNING BALANCE			-
MONTH TOTAL: MARCH 2005			44,789.00
MONTH TOTAL: APRIL 2005			1,784.00
BASE MONTH/BEH TOTAL RECORDS		500,000.00	121,837.00
Sub-Dept. TOTAL . . . . . : LEGAL REC.		500,000.00	121,837.00
Department TOTAL . . . . . : CO.RECORDR		500,000.00	121,837.00
FUND TOTAL		500,000.00	121,837.00



Clear County  
A/E 4/06/95  
I/E 20:05:02

F I N A N C I A L M A N A G E M E N T  
REVENUE LEDGER - SUMMARY LISTING

PAGE 1  
G1145D  
TAX19

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PERIOD	AMOUNT
901-0006-0000-0410-0057	SPRING REVENUE BY DEPT		575,000.00
	ENGINEERING-SARNEE		.00
MONTH TOTAL: MARCH 2005			575,000.00
901-0006-0000-0410-0057	SPRING REVENUE BY DEPT		575,000.00
	ENGINEERING-SARNEE		.00
MONTH TOTAL: APRIL 2005			575,000.00
Base Acct#/DEPT Acct# TOTAL: REV-SARNEE			77,552.00
Sub-Dept. TOTAL . . . . . : LEGAL REC.			375,000.00
Department TOTAL . . . . . : CO.RECORDR			375,000.00
Grand TOTAL			77,552.00

Clear County  
ATE 4/22/05  
IME 20:05:02

F I N A N C I A L M A N A G E M E N T  
REVENUE LEDGER - SUMMARY LISTING

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	REVENUE
001 0000 0000 0010 0100	REVENUE FROM TAXIS	5,000.00	5,000.00
MONTH TOTAL: MARCH 2005		5,000.00	5,000.00
MONTH TOTAL: APRIL 2005		0.00	0.00
Sub-Dept. TOTAL		5,000.00	5,000.00
Department TOTAL		5,000.00	5,000.00
Grand TOTAL		5,000.00	5,000.00

F I N A N C I A L M A N A G E M E N T  
 REVENUE LEDGER - SUMMARY LISTING

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	REVENUES
137-0006-0008-0440-0100	Document Storage Fee	120,000.00	15,321.00
	BEGINNING BALANCE	.00	8,937.00
MONTH TOTAL: MARCH 2005			
MONTH TOTAL: APRIL 2005			
	Base Acct# Detl Acct# Detail Description	120,000.00	24,558.00
	Sub-Dept. TOTAL . . . . . : LEGAL REC.	120,000.00	24,558.00
	Department TOTAL . . . . . : CO.RECORDR	120,000.00	24,558.00
	DEPT TOTAL	120,000.00	24,558.00



McLean County  
DATE 4/05/01  
TIME 20:05:02

F I N A N C I A L M A N A G E M E N T  
REVENUE LEDGER - SUMMARY LISTING

PAGE 1  
GL11450  
TAX19

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	REVENUES
0000-0000-0000-0000-0000	REVENUE	00	5,043.00
MONTH TOTAL: MARCH 2005			
0000-0000-0000-0000-0000	REVENUE	00	2,979.00
MONTH TOTAL: MARCH 2005			
0000-0000-0000-0000-0000	REVENUE	00	100.00
MONTH TOTAL: MARCH 2005			
0000-0000-0000-0000-0000	REVENUE	00	8,122.00
MONTH TOTAL: MARCH 2005			
Sub-Dept. TOTAL . . . . . : LEGAL REC.		.00	8,122.00
Department TOTAL . . . . . : CO.RECORDR		.00	8,122.00
GRAND TOTAL . . . . .		.00	8,122.00

McLean County  
DATE 4/06/01  
TIME 20:05:02

F I N A N C I A L M A N A G E M E N T  
REVENUE LEDGER - SUMMARY LISTING

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	SUBJECT	REVENUE
016700060008	010-0081		10,102.00
MONTH TOTAL: MARCH 2005			5,958.00
MONTH TOTAL: APRIL 2005			200.00
BASE ACCT# Best Acct# TOTAL BY Doc #			16,340.00
Sub-Dept. TOTAL . . . . . : LEGAL REC,			16,340.00
Department TOTAL . . . . . : CO.RECORDE			16,340.00
GRAND TOTAL			25,376.00
ENDING BALANCE			

Recorder's Receivable Reconciliation

March 2005

Date		General 0001	Doc Storage 0137	GIS 0167
03/01/2005	Recorder	1,827.00	1,388.00	694.00
03/02/2005	General Ledger	1,827.00	1,388.00	694.00
	Difference	-	-	-
03/02/2005	Recorder	1,827.00	1,388.00	694.00
03/03/2005	General Ledger	1,827.00	1,388.00	694.00
	Difference	-	-	-
03/03/2005	Recorder	1,771.00	1,344.00	672.00
03/04/2005	General Ledger	1,771.00	1,344.00	672.00
	Difference	-	-	-
03/04/2005	Recorder	1,756.00	1,340.00	670.00
03/07/2005	General Ledger	1,756.00	1,340.00	670.00
	Difference	-	-	-
03/07/2005	Recorder	1,791.00	1,368.00	684.00
03/08/2005	General Ledger	1,791.00	1,368.00	684.00
	Difference	-	-	-
03/08/2005	Recorder	1,791.00	1,368.00	684.00
03/09/2005	General Ledger	1,791.00	1,368.00	684.00
	Difference	-	-	-
03/09/2005	Recorder	1,470.00	1,076.00	538.00
03/10/2005	General Ledger	1,470.00	1,076.00	538.00
	Difference	-	-	-
03/10/2005	Recorder	1,481.00	1,084.00	542.00
03/11/2005	General Ledger	1,481.00	1,084.00	542.00
	Difference	-	-	-
03/11/2005	Recorder	1,486.00	1,088.00	544.00
03/14/2005	General Ledger	1,486.00	1,088.00	544.00
	Difference	-	-	-
03/14/2005	Recorder	1,527.00	1,120.00	560.00
03/15/2005	General Ledger	1,527.00	1,120.00	560.00
	Difference	-	-	-
03/15/2005	Recorder	1,549.00	1,136.00	568.00
03/16/2005	General Ledger	1,549.00	1,136.00	568.00
	Difference	-	-	-
03/16/2005	Recorder	1,549.00	1,136.00	568.00
03/17/2005	General Ledger	1,549.00	1,136.00	568.00
	Difference	-	-	-
03/17/2005	Recorder	1,549.00	1,136.00	568.00
03/18/2005	General Ledger	1,549.00	1,136.00	568.00
	Difference	-	-	-

## Recorder's Receivable Reconciliation

March 2005

<u>Date</u>		<u>General 0001</u>	<u>Doc Storage 0137</u>	<u>GIS 0167</u>
03/18/2005	Recorder	1,499.00	1,096.00	548.00
03/21/2005	General Ledger	1,499.00	1,096.00	548.00
	Difference	-	-	-
03/21/2005	Recorder	1,504.00	1,100.00	550.00
03/22/2005	General Ledger	1,504.00	1,100.00	550.00
	Difference	-	-	-
03/22/2005	Recorder	1,504.00	1,100.00	550.00
03/23/2005	General Ledger	1,504.00	1,100.00	550.00
	Difference	-	-	-
03/23/2005	Recorder	1,504.00	1,100.00	550.00
03/24/2005	General Ledger	1,504.00	1,100.00	550.00
	Difference	-	-	-
03/24/2005	Recorder	1,563.00	1,116.00	558.00
03/25/2005	General Ledger	1,563.00	1,116.00	558.00
	Difference	-	-	-
03/25/2005	Recorder	1,563.00	1,116.00	558.00
03/28/2005	General Ledger	1,563.00	1,116.00	558.00
	Difference	-	-	-
03/28/2005	Recorder	1,509.00	1,076.00	538.00
03/29/2005	General Ledger	1,509.00	1,076.00	538.00
	Difference	-	-	-
03/29/2005	Recorder	1,509.00	1,076.00	538.00
03/30/2005	General Ledger	1,509.00	1,076.00	538.00
	Difference	-	-	-
03/30/2005	Recorder	1,484.00	1,056.00	528.00
03/31/2005	General Ledger	1,484.00	1,056.00	528.00
	Difference	-	-	-
03/31/2005	Recorder	1,484.00	1,056.00	528.00
04/01/2005	General Ledger	1,484.00	1,056.00	528.00
	Difference	-	-	-





F I N A N C I A L M A N A G E M E N T  
ACCUMULATED TRANSACTION LISTING

PROJECT #	DATE	AMOUNT	DEBIT	CREDIT	BALANCE
500732	3/01/2005	12.00			12.00
500732			44.00		1,384.00
500794	3/04/2005				1,384.00
500817	3/07/2005				1,384.00
500817	3/08/2005				1,384.00
500817	3/10/2005				1,384.00
500926					1,384.00
500926	3/11/2005				1,075.00
500946					1,075.00
500946	3/14/2005				1,084.00
500951					1,084.00
500951	3/15/2005				1,084.00
500951	3/15/2005				1,084.00
500951	3/15/2005				1,084.00
500999	3/21/2005				1,135.00
501031					1,012.00
501031					1,075.00
501031					1,075.00
501047					1,075.00
501047	3/23/2005				1,075.00
501138					1,075.00
501138	3/31/2005				1,075.00
501174					1,075.00
501174					1,075.00
MONTH TOTAL: APRIL					1,056.00
MONTH TOTAL: APRIL					1,056.00
Base Acct#/Debt Acct# TOTAL: From Recd					548.00
Base Acct#/Debt Acct# TOTAL: From Recd					1,055.00

F I N A N C I A L M A N A G E M E N T  
 ACCUMULATED TRANSACTION LISTING

DATE	JOURNAL	TRAN	TYPE	AMOUNT	DESCRIPTION	DEBIT	CREDIT	BALANCE
3/01/2005	500732	RA	JE	8.00	Fund Charges			694.00
3/04/2005	500794	RA	JE		Recceivable		22.00	672.00
3/07/2005	500811	RA	JE		Recceivable		2.00	670.00
3/08/2005	500815	RA	JE	74.00	Fund Charges			694.00
3/10/2005	500816	RA	JE		Recceivable		148.00	842.00
3/11/2005	500820	RA	JE		Fund Charges			842.00
3/11/2005	500821	RA	JE		Fund Charges			842.00
3/15/2005	500974	RA	JE	16.00	Fund Charges			858.00
3/16/2005	500999	RA	JE	8.00	Fund Charges			866.00
3/21/2005	501031	RA	JE		Recceivable		62.00	928.00
3/21/2005	501031	RA	JE	42.00	Fund Charges			970.00
3/21/2005	501031	RA	JE		Recceivable			970.00
3/21/2005	501031	RA	JE	16.00	Fund Charges			986.00
3/21/2005	501031	RA	JE	16.00	Fund Charges			1002.00
3/21/2005	501031	RA	JE		Recceivable		40.00	1042.00
3/31/2005	501174	RA	JE		Recceivable		10.00	1052.00
MONTH TOTAL: MARCH						116.00	274.00	928.00
MONTH TOTAL: APRIL								
Fund TOTAL						116.00	274.00	928.00

STATE STAMP INVENTORY AND RECEIPTS TO GENERAL LEDGER FOR MARCH 2005		GENERAL LEDGER Acct# 0151-0126-0001	
RECORDER			
Inventory as of 2/28/2005	37,863.15 A		40,297.94 I
Inventory Purchases for March 2005	65,841.00 B		65,613.00 J
Less stamps damaged or issued in error for March 2005	(269.00) C		
Less inventory as of 03/31/2005	(39,595.65) D		(40,128.15) K
Total Receipts for March 2005	63,839.50 E=SUM(A-D)		
Plus 2/28/2005 Receipts	2,567.50 F		360.71 L
Less 03/31/2005 Receipts	(263.50) G		
Total	66,143.50 H=SUM(E-G)		66,143.50 M=SUM(I-L)
<p>B = Amount includes an IDOR credit of \$228                      C = Stamps were voided and will be submitted to IDOR for credit                      F = Receipts for the last business day of previous month                      G = Receipts for the last business day of report month                      Adjustments are made by F &amp; G because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.</p>			
<p>L = Reflects a G/L adjustment on 3/23/05 to correct an error carried over from the previous Recorder. This was addressed at the April 2005 Finance Committee meeting.</p>			
<p>DON EVERHART                      CHIEF DEPUTY RECORDER</p>			

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register +/- (-)	Stamp Purchases
03/01/2005	33,998.15	3,865.00		
03/02/2005	24,399.65	9,598.50		
03/03/2005	19,282.15	5,117.50		
03/04/2005	16,545.15	2,737.00		
03/07/2005	15,927.15	618.00		
03/08/2005	15,641.15	286.00		
03/09/2005	7,263.65	8,377.50		
03/10/2005	71,202.65	1,902.00		65,841.00
03/11/2005	70,150.65	1,052.00		
03/14/2005	65,306.15	4,844.50		
03/15/2005	62,634.15	2,672.00		
03/16/2005	60,660.65	1,973.50		
03/17/2005	57,082.15	3,578.50		
03/18/2005	55,158.65	1,923.50		
03/21/2005	53,279.15	1,879.50		
03/22/2005	49,858.65	3,420.50		
03/23/2005	46,564.15	3,215.50	79.00	
03/24/2005	45,507.15	1,057.00		
03/25/2005	44,030.65	1,476.50		
03/28/2005	41,801.65	2,144.00	85.00	
03/29/2005	40,375.15	1,321.50	105.00	
03/30/2005	39,859.15	516.00		
03/31/2005	39,595.65	263.50		
<b>March Total:</b>		<b>63,839.50</b>	<b>269.00</b>	<b>65,841.00</b>
		Day Average:	2,775.63	

**don.everhart:**  
 \$ 227.50 IDOR credit from 02/25/05  
 \$ .50 IDOR credit from 12/29/04 credit balance w/IDOR  
 \$ 65613.00 purchase (ck # 034089)

**don.everhart:**  
 Stamp issued in incorrect amount. Stamp voided & will be submitted to IDOR for credit.

**don.everhart:**  
 Stamp meter malfunction - stamp damaged. Stamp voided & will be submitted to IDOR for credit.

**don.everhart:**  
 Stamp issued in excess of required amount. Stamp voided & will be submitted to IDOR for credit.

**DON EVERHART**  
**CHIEF DEPUTY RECORDER**

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
2/13	66468285	1292815	1509565
2/20	66468285	7392815	373861100
2/23	66981385	6879715	
2/23	67270585	6590515	
2/43	67388585	6472515	
2/13	67564135	6296965	
2/13	67857185	6003915	
2/13	67980135	5880965	
2/13	68110385	5750815	
2/11	68211085	5630015	
2/14	68432385	5428765	
2/15	68440535	540565	
2/16	68543235	5317865	
2/13	68709635	5151465	
2/18	68841235	5019865	
2/23	68967735	4893365	
2/23	69433785	4427315	
2/23	69674285	4186815	
2/23	69818035	4043065	
2/23	70074785	3786315	

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
3/13	70461285	3399815	3786315
3/23	71421135	2439965	
3/23	71932885	1928215	
3/13	72206585	1654515	
3/13	72268385	1592715	
3/13	72296985	1564115	
3/13	73134735	726365	
3/10	73241135	619965	
3/10	73241135	7204065	380445200
3/10	73324935	7120265	
3/11	73430135	7015065	
3/11	73914585	6530615	
3/11	74181785	6263415	
3/11	74379135	6066065	
3/11	74736985	5708215	
3/11	74929335	5515865	
3/21	75117885	5327915	
3/21	75459335	4985865	
3/21	75788785	4656415	
3/21	75894485	4550715	
3/21	76042135	4403065	
3/21	76265035	4180165	
3/21	76407685	4037515	
3/30	76459285	3985915	
3/13	76485635	3959565	

METER RECORD BOOK (STATE REVENUE STAMPS) FOR FEBRUARY 2005 AND MARCH 2005



F I N A N C I A L M A N A G E M E N T  
ACCUMULATED TRANSACTION LISTING

PROJECT #	DATE	JOURNAL	TRAN	TYPE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	FISCAL YEAR	DATE
500732	3/01/2005	RA	JE	SALE	Reven Sale	3,567.50	3,567.50		
500768	3/02/2005	RA	JE	SALE	Reven Sale	3,865.00	3,865.00		
500780	3/03/2005	RA	JE	SALE	Reven Sale	3,598.50	3,598.50		
500784	3/04/2005	RA	JE	SALE	Reven Sale	1,117.00	1,117.00		
500814	3/07/2005	RA	JE	SALE	Reven Sale	518.00	518.00		
500845	3/08/2005	RA	JE	SALE	Reven Sale	518.00	518.00		
500855	3/09/2005	RA	JE	SALE	Reven Sale	518.00	518.00		
500926	3/10/2005	RA	JE	SALE	Reven Sale	8,362.50	8,362.50		
500946	3/11/2005	RA	JE	SALE	Reven Sale	1,902.00	1,902.00		
500961	3/14/2005	RA	JE	SALE	Reven Sale	1,052.00	1,052.00		
500974	3/15/2005	RA	JE	SALE	Reven Sale	1,844.50	1,844.50		
500989	3/16/2005	RA	JE	SALE	Reven Sale	1,873.00	1,873.00		
501003	3/18/2005	RA	JE	SALE	Reven Sale	1,873.00	1,873.00		
501025	3/18/2005	RA	JE	SALE	Reven Sale	1,873.00	1,873.00		
501043	3/22/2005	RA	JE	SALE	Reven Sale	1,879.50	1,879.50		
501047	3/23/2005	JE	JE	SALE	Reven Sale	360.71			
501084	3/23/2005	RA	JE	SALE	Reven Sale	3,420.50	3,420.50		
501098	3/24/2005	RA	JE	SALE	Reven Sale	3,215.50	3,215.50		
501119	3/25/2005	RA	JE	SALE	Reven Sale	1,072.00	1,072.00		
501128	3/25/2005	RA	JE	SALE	Reven Sale	1,072.00	1,072.00		
501138	3/25/2005	RA	JE	SALE	Reven Sale	1,072.00	1,072.00		
501142	3/28/2005	RA	JE	SALE	Reven Sale	1,072.00	1,072.00		
501174	3/31/2005	RA	JE	SALE	Reven Sale	515.00	515.00		
MONTH TOTAL: MARCH						55,973.71	55,149.50		
MONTH TOTAL: APRIL									
MONTH TOTAL: MAY									
MONTH TOTAL: JUNE									
MONTH TOTAL: JULY									
MONTH TOTAL: AUGUST									
MONTH TOTAL: SEPTEMBER									
MONTH TOTAL: OCTOBER									
MONTH TOTAL: NOVEMBER									
MONTH TOTAL: DECEMBER									
MONTH TOTAL: YEAR									
Fund TOTAL						55,973.71	55,149.50		
Base Acct#/Debit Acct# TOTAL: Supplies						55,407.00	39,864.65		
: REV. STAMPS						56,407.00	39,864.65		



**RISK MANAGEMENT OFFICE**

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: riskmgt@mclean.gov

104 West Front Street

P. O. Box 2400

Bloomington, IL 61702-2400

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

**From:** Jennifer Ho, Risk Manager

**Date:** April 27, 2005

**Subject:** First Quarter Risk Management Fund Report FY 2005

The First Quarter Report of the Risk Management Fund as of March 31, 2005 is presented in Table 1 for your attention. This shows the accrued claims experience since the inception of the self-insurance program in 1992. Since my last report to you, we have closed three auto physical damage claims that occurred in December, four general liability claims, and seventeen workers compensation claims.

A notable closed claims involved the resolution of the workers compensation claims involving Deputy Dana Becker who suffered a life-long injury when his squad car was struck by a semi-trailer while he and another deputy was providing winter assistance to a motorist February 16, 2003. The County, and its excess carrier, has provided for his care and with the resolution of the claim, has provided the financial resources to ensure his continued care. For this claim, the County assumed \$ 250,000 for his care, with the excess carrier responding to the remaining amount.

The first quarter experience for FY 2005 included in Table 1. Table 2 provides a quick comparative study of the current year over the past five years. In the first quarter in FY 2005, the overall claims experience fro the County is in line with previous year, but for workers compensation. In the first quarter, one of oru employees sustained a knee injury that required surgery. The remaining twelve workers compensation claims are in line with the previous work injuries for the County.

I will be available for questions. Thank you.

**McLEAN COUNTY RISK MANAGEMENT FUND  
AS OF MAR 31, 2005**

**TABLE 1: CUMULATIVE CLAIMS SUMMARY BY LINE:**

CLAIM TYPE	ALL	OPN	PD LOSSES	RESERVES	RECOVRS	INCRD LOSSES
<b>A. AUTO PHYSICAL DAMAGE:</b>						
PY 1992 - 2000	109	0	\$ 159,520	\$ -	16,889	\$ 92,529
PY 2001	6	0	8,915	0	846	8,069
PY 2002	8	0	52,866	0	32,046	20,820
PY 2003	11	0	33,596	0	700	32,896
PY 2004	13	0	31,720	0	3,489.58	28,230
PY 2005	2	0	5,387	0	-	5,387
<b>B. AUTO LIABILITY:</b>						
PY 1992 - 2000	41	0	\$ 92,393	\$ -	11,387	\$ 98,780
PY 2001	4	0	3,301	0	-	3,301
PY 2002	3	0	2,474	0	-	2,474
PY 2003	4	0	9,391	0	-	9,391
PY 2004	1	1	3,500	10,000	200	13,300
PY 2005	1	0	1,954	0	-	1954.47
<b>C. GENERAL LIABILITY:</b>						
PY 1992 - 1999	69	0	248,054	-	-	\$ 248,054
PY 2000	11	1	5,417	4,887	-	\$ 10,304
PY 2001	8	1	57,473	10,213	-	\$ 67,686
PY 2002	7	0	3,304	-	-	\$ 3,304
PY 2003	14	1	13,060	1,701	-	\$ 14,760
PY 2004	7	2	4,001	40,000	-	\$ 44,001
PY 2005	1	1	-	1,000	-	\$ 1,000
<b>D. WORKER'S COMPENSATION:</b>						
PY 1992 - 1996*	450	1	\$ 3,858,160	\$ 40,209	1,993,479	\$ 1,904,890
PY 1997**	76	1	252,002	29,862	10,520	\$ 271,344
PY 1998	105	1	311,995	1	-	\$ 311,996
PY 1999	73	2	341,702	253,192	-	\$ 594,894
PY 2000	64	2	254,860	98,230	-	\$ 353,090
PY 2001	71	6	249,896	45,644	-	\$ 295,540
PY 2002	76	2	292,469	139,287	-	\$ 431,756
PY 2003	65	3	137,039	213,260	659	\$ 349,640
PY 2004	67	8	40,231	19,828	1,216	\$ 58,843
PY 2005	13	12	34,823	79,260	-	\$ 114,083

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

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

COVERAGES:	PY 2001		PY 2002		PY 2003		PY 2004		PY 2005	
	#	INCRD \$	#	INCRD \$	#	INCRD \$	#	INCRD \$	#	INCRD \$
Auto Physical Damage	3	8004	2	6174	3	2478.85	2	\$12,244	2	\$5,387
Auto Liability	2	2026	1	1000	1	1972.85	1	8,300	1	1,954
General Liability	4	1499	0	0	0	0	0	0	1	1000
Worker's Compensation	29	49253	43	34481	20	29808	14	15,957	13	114,083
<b>TOTAL:</b>	<b>38</b>	<b>60782</b>	<b>46</b>	<b>41655</b>	<b>24</b>	<b>34259.7</b>	<b>17</b>	<b>36,501</b>	<b>17</b>	<b>122,424</b>






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115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 26, 2005

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Amendment to McLean County Personnel Policies and Procedure Ordinance Approving and Adopting Policy Governing County Provided Cell Phones and Laptop Computers

McLean County provides certain employees with cell phones and laptop computers for the benefit of the County and in order to have these employees available and accessible when away from their County office in the event of an emergency or if there is a need to contact these employees for County government related purposes. Under Section 280F (d) (4) of the Internal Revenue Code, these items are considered "listed property." Because County issued cell phones and laptop computers can be used by the employee for personal use, the Internal Revenue Service requires that the County have in place an "accountable plan" to limit and account for personal use of listed property.

In cooperation with Ms. Jackie Dozier, County Auditor, I invited Mr. Bob Keller, Director, Health Department, Ms. Becky McNeil, County Treasurer, Mr. Craig Nelson, Director, Information Services, and Sheriff Dave Owens to meet with myself and the County Auditor to review this issue and develop an accountable plan that meets the requirement of the IRS. This "ad hoc" Committee reviewed the IRS Taxable Fringe Benefit Guide and Policies and Procedures governing Listed Property adopted by other local governments, local school districts, and employers in central Illinois. After reviewing the IRS requirements and discussing how best to develop a workable, accountable plan that can be applied in every County office and department, the "ad hoc" Committee respectfully recommends approval of the proposed Amendment to the County's Personnel Policies and Procedures Ordinance.

The proposed Amendment sets forth the following policy governing County provided cell phones and laptop computers.

- For County provided laptop computers, the proposed Amendment limits the usage to County business only and prohibits the usage for any personal use, including that of the employee's immediate family.

The Honorable Chairman and Members of the Finance Committee

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- For County provided cell phones, the proposed Amendment requires that the employee must sign a declaration stating that the County provided cell phone shall only be used for County related business or that the employee elects to use the County provided cell phone for limited personal use and shall be assessed a monthly charge of \$6.00, which will be deducted from the employee's pay check.
- The proposed Amendment provides that the accountable plan will be subject to audit by the County as the employer. The proposed Amendment also sets forth penalties for any employee who fails to comply with the policy.

Should you have any questions concerning this proposed policy, please call me at 888-5110.

Thank you.

AN AMENDMENT to the  
McLEAN COUNTY PERSONNEL POLICIES AND PROCEDURES ORDINANCE  
APPROVING and ADOPTING POLICY GOVERNING  
COUNTY PROVIDED CELL PHONES and LAPTOP COMPUTERS

WHEREAS, McLean County provides certain employees with electronic and telecommunications equipment for use outside of the employer's premises in the performance of the employee's job duties; and,

WHEREAS, McLean County provides certain employees with cell phones and laptop computers for the benefit of the County and in order to have these employees available and accessible when away from their County office in the event of an emergency or if there is a need to contact these employees for County government related purposes; and,

WHEREAS, pursuant to the Internal Revenue Code, Section 280F (d) (4), these items are considered to be "listed property;" and,

WHEREAS, because the nature of the listed property lends itself to personal use as a result of mutual convenience for both employees and employers, County employees shall be required to account for business and professional use; and,

WHEREAS, business use of the listed property is excludable from the wages of the employee as a working condition fringe benefit; and,

WHEREAS, personal use of the listed property is included in the wages of the employee to whom the listed property has been issued by the County; and,

WHEREAS, pursuant to the Internal Revenue Code, Section 274 (d), records of business and personal use must be kept by the employee in order to determine whether the value of the use is included in the employee's wages; and,

WHEREAS, it is the policy of the McLean County Board to limit the usage of County provided cell phones and laptop computers to business use only and to prohibit the usage of County provided laptop computers for any personal use; and,

WHEREAS, it is the policy of the McLean County Board to apply good management practices and comply with Internal Revenue Code rules and regulations by properly accounting for employee personal use of County provided cell phones; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, May 3, 2005, recommended approval of the following policy governing County provided cell phones and laptop computers; now, therefore,

(2)

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that the McLean County Personnel Policies and Procedures Ordinance shall be amended as follows:

- (1) The McLean County Board hereby limits the usage of County provided laptop computers to County business use only and prohibits the usage of County provided laptop computers for any personal use, including that of the employee's immediate family.
  - (a) The McLean County Board hereby further requires that the Information Services Department shall be responsible for the installation of all software on the County provided laptop computer.
  - (b) The McLean County Board hereby further requires that the Information Services Department shall periodically and randomly audit the usage of County provided laptop computers to insure appropriate business use.
- (2) The McLean County Board hereby affirms that it is the policy of the McLean County Board to maintain an accountable plan under the Internal Revenue Service rules and regulations and to properly account for the usage and reimbursement for employee personal use of County provided cell phones.
- (3) The McLean County Board hereby approves and adopts the following policy governing the use by employees of County provided cell phones.
  - (a) Any employee who is issued a County provided cell phone acknowledges that a County provided cell phone shall be used for County business and any personal use must be limited.
  - (b) Any employee who is issued a County provided cell phone shall be required to properly account for the usage and reimbursement for employee personal use of County provided cell phones in the following manner.
  - (c) Any employee who is issued a County provided cell phone shall sign a declaration, which is attached hereto as Attachment A and hereby incorporated as a part of this Amendment, stating:
    - i) That the County provided cell phone shall be used only for County related business and that the County provided cell phone shall not be used for personal use; or

(3)

- ii) That the County provided cell phone may be used for limited personal use and the employee shall be assessed a monthly charge of \$6.00 per month for personal use. This monthly charge shall be deducted from the employee's pay check as follows: \$3.00 per pay period, two times per month for a total annual charge of \$72.00 per year.

(4) Any employee who fails to comply with this policy shall be subject to the following penalties:

- (a) The County provided laptop and/or cell phone may be removed from the employee's use and returned to the appropriate County office or department.
- (b) The employee may be responsible for paying the entire monthly amount due for the cell phone usage. This amount may be deducted from the employee's pay.
- (c) The employee may be responsible for repairing and/or replacing any hardware or software in the County provided laptop computer that has been damaged in any way as a result of personal use.
- (d) The employee may be liable for additional taxable income pursuant to the Internal Revenue Code, Section 280F (d) (4).
- (e) Repeated failure to comply with this policy may subject the employee to disciplinary action up to and including termination of employment.

(5) The McLean County Board hereby directs the County Clerk to provide a certified copy of this Resolution to the County Auditor, County Treasurer, Director of Information Services, State's Attorney, and the County Administrator.

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

ATTEST:

ADOPTED:

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

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

RES\_CELLPHONESLAPTOPS\_IRSMAY2005.CBD

**ATTACHMENT A: AUTHORIZATION FOR PERSONAL USE OF  
McLEAN COUNTY OWNED CELL PHONE**

The undersigned has been issued a cell phone which is owned by McLean County, Illinois (the "County"). The undersigned desires to purchase time on the County owned cell phone for personal use. The undersigned hereby agrees that \$6.00 per month will be deducted from wages due and payable by the County for the purpose of purchasing personal cell phone use minutes. It shall be the responsibility of the undersigned to monitor the personal use of the County owned cell phone and limit the personal use thereof.

The personal use of the County owned cell phone shall not interfere with the undersigned's County responsibilities, and personal use of the County owned cell phone shall be limited.

I hereby acknowledge receipt of a County owned cell phone. I promise and agree to return the cell phone to the County office or department that issued the cell phone upon demand or when my need for it no longer exists or I end my employment with the County. In the event that the County owned cell phone is lost or stolen, I acknowledge that I may be subject to disciplinary action that will include a minimum payment equal to the replacement cost of the County owned cell phone and any penalties due to the cell phone company. An inventory of County owned cell phones shall be conducted by each County office and department on an annual basis. The annual inventory of County issued cell phones in each County office and department shall be forwarded to the County Auditor's Office. I hereby acknowledge that I must physically produce the County issued cell phone when requested to do so by the County elected official-department head or by the immediate supervisor.

The undersigned hereby declines to purchase any personal use minutes on the County owned cell phone. The undersigned understands that personal use of the County owned cell phone is prohibited unless personal use minutes are purchased from the County.

Approved:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Employee Name (Print/Type Name)

Approved:

\_\_\_\_\_  
Cell Phone Number      \_\_\_\_\_  
Date

\_\_\_\_\_  
Payroll Supervisor -- County Treasurer's Office

\_\_\_\_\_  
Cell Phone Manufacturer -- Model

CHAPMAN AND CUTLER LLP

Theodore S. Chapman  
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Henry E. Cutler  
1879-1959

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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

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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 ROMEOVILLE, 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, Macon 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	
	TAX RATE	AMOUNT	TAX RATE	TAX RATE	AMOUNT	AMOUNT	
General Fund 0001	\$0.249049	\$ 6,426,320.00	\$0.250000	\$ 6,806,498.00	\$ 0.248177	\$ 99,682.00	1.46%
Persons/Dev. Disabilities 0110	\$0.100000	\$ 555,176.00	\$0.021019	\$ 588,257.00	\$ 0.020673	\$ 7,029.00	1.24%
TB Care & Treatment 0111	\$0.075000	\$ 264,295.00	\$0.010400	\$ 281,159.00	\$ 0.010243	\$ 3,870.00	1.38%
Health Department 0112	\$0.150000	\$ 2,416,512.00	\$0.092857	\$ 2,510,430.00	\$ 0.092113	\$ 52,847.00	2.11%
County Highway 0120	\$0.075000	\$ 1,898,494.00	\$0.072490	\$ 1,959,806.00	\$ 0.072233	\$ 50,257.00	2.50%
Bridge Matching 0121	\$0.050000	\$ 1,285,378.00	\$0.049899	\$ 1,322,000.00	\$ 0.049644	\$ 59,478.00	4.50%
County Matching 0122	\$0.037500	\$ 964,033.00	\$0.037500	\$ 1,017,000.00	\$ 0.037245	\$ 19,442.00	1.91%
Children's Advocacy 0129	\$0.004000	\$ 102,587.00	\$0.004000	\$ 108,943.00	\$ 0.003973	\$ 1,611.00	1.48%
FICA 0130	NONE	\$ 2,007,051.00	\$0.071859	\$ 1,942,734.00	\$ 0.071338	\$ 42,432.00	2.18%
IMRF 0131	NONE	\$ 1,284,078.00	\$0.059992	\$ 1,621,905.00	\$ 0.059600	\$ 36,634.00	2.26%
Historical Museum 0134	\$0.002000	\$ 51,612.00	\$0.002000	\$ 54,470.00	\$ 0.001986	\$ 806.00	1.48%
Tort Judgment 0135	NONE	\$ 1,881,997.00	\$0.073480	\$ 1,986,564.00	\$ 0.074635	\$ 90,364.00	4.55%
Veterans Assistance 0136	\$0.030000	\$ 148,120.00	\$0.005518	\$ 149,190.00	\$ 0.005261	\$ 146,388.00	-1.89%
L & J Debt Service 0161	NONE	\$ 2,115,613.00	\$0.078254	\$ 2,115,613.00	\$ 0.076026	\$ 2,115,613.00	0.00%
L & J Add'l Rental 0162	NONE	\$ 1,723,833.00	\$0.067223	\$ 1,871,411.00	\$ 0.067251	\$ 54,023.00	2.97%
Gov't Center Debt Service 0161	NONE	\$ 293,093.00	\$0.015076	\$ 407,593.00	\$ 0.014647	\$ 407,593.00	0.00%
Gov't Center Add'l Rental 0162	NONE	\$ 58,115.00	\$0.005587	\$ 151,056.00	\$ 0.011538	\$ 321,076.00	112.55%
Cooperative Extension 0133	\$0.050000	\$ 414,000.00	\$0.015720	\$ 425,000.00	\$ 0.015731	\$ 437,750.00	3.00%
ETSB 911 Debt Service	NONE	\$ 326,494.00	\$0.011360	\$ 307,125.00	\$ 0.011037	\$ 307,125.00	0.00%
ETSB 911 Surcharge Abatement	NONE	\$ (326,494.00)	\$0.011360	\$ (307,125.00)	\$ (0.011037)	\$ (307,125.00)	0.00%
Old Courthouse Add'l Rental 0162	NONE	\$ 123,580.00	\$0.004968	\$ 134,316.00	\$ 0.004616	\$ 44,230.00	32.93%
TOTAL:	\$0.930647	\$ 24,013,887.00	\$0.936844	\$ 25,379,945.00	\$ 0.938729	\$ 742,673.00	2.93%
Equalized Assessed Valuation:		\$2,770,325,723.00	\$2,914,955,098.00	\$3,067,935,130.00	\$	\$ 152,980,032.00	5.25%
Adjusted EAV for Computing Tax Rates:		\$2,580,344,617.00	\$2,703,536,784.00	\$2,782,765,456.00	\$	\$ 79,228,672.00	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

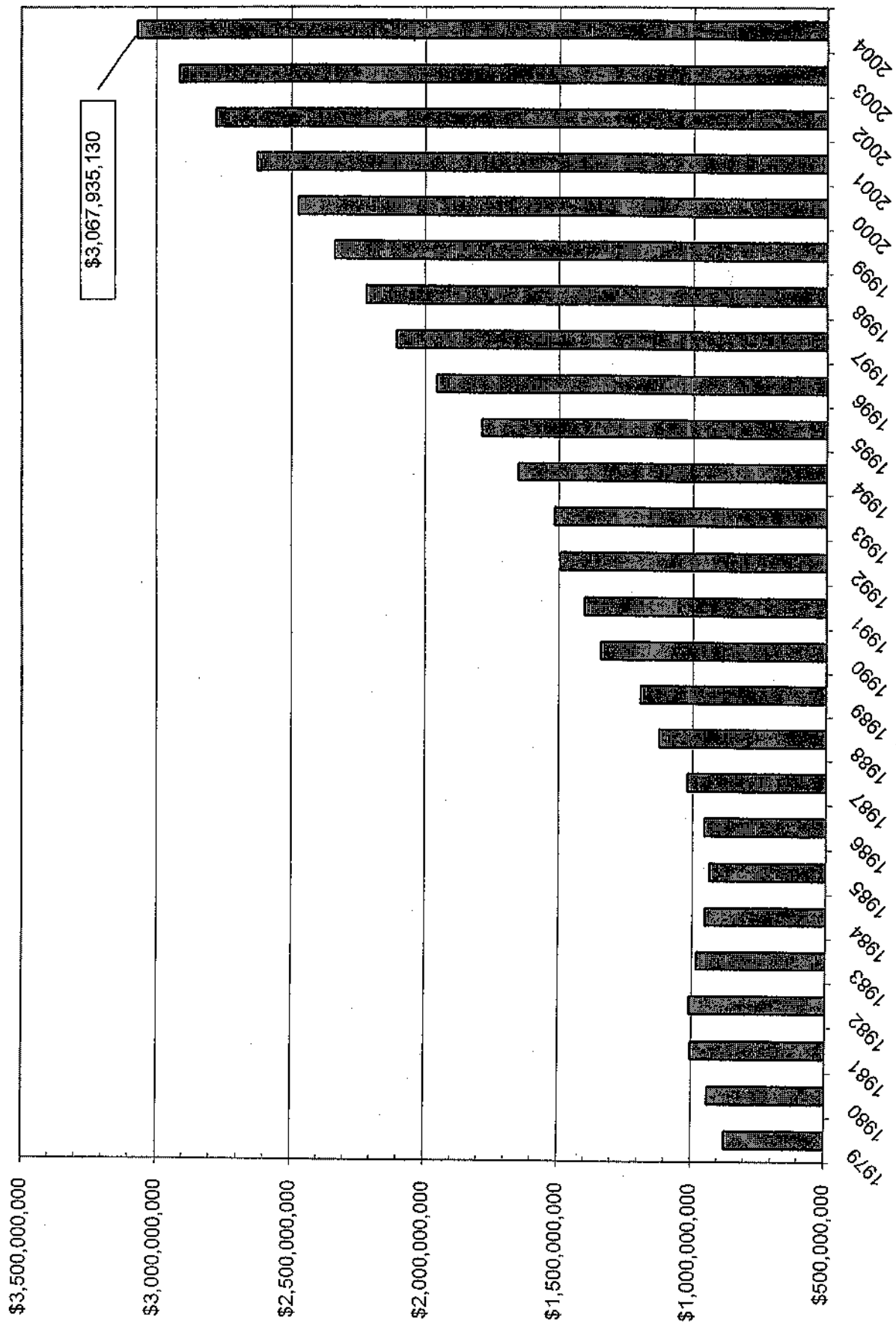
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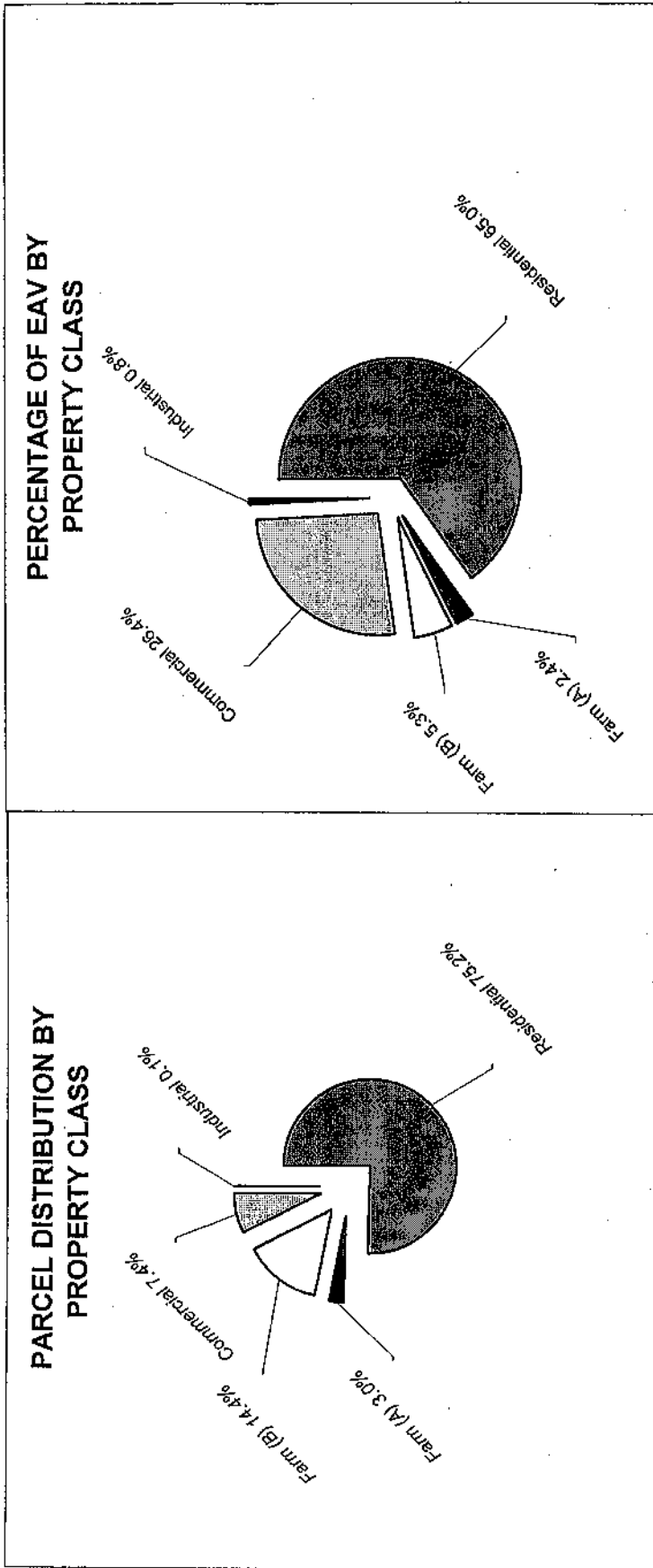
I have prepared seven graphs to assist you in projecting the 2005 County assessment base.

- 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

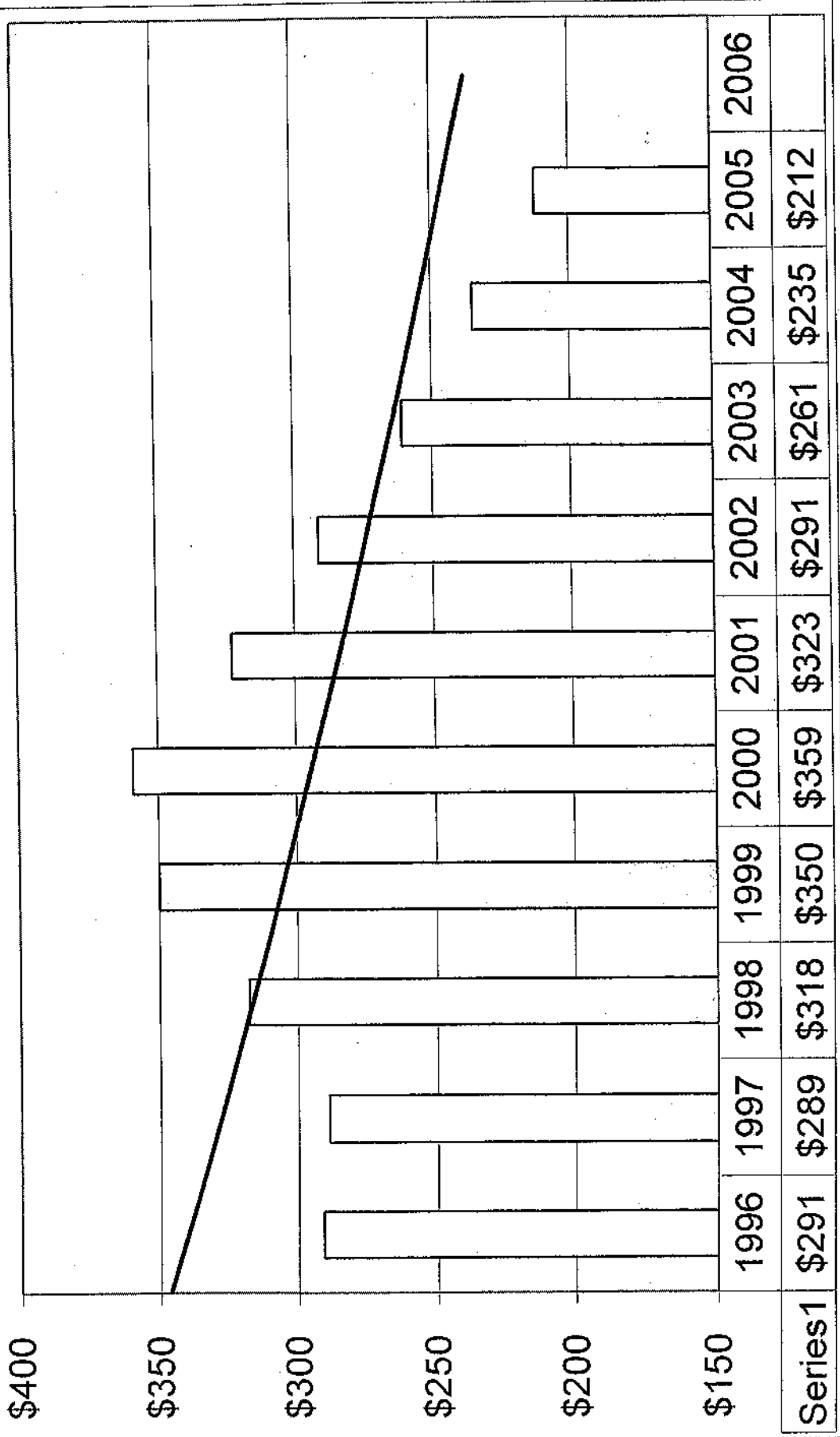




PROPERTY CLASS	PARCELS	% OF TOTAL	EAV	% OF TOTAL
Residential	48,215	75.0%	1,993,443,810	65.0%
Farm (A)	1,931	3.0%	72,307,760	2.4%
Farm (B)	9,213	14.3%	163,661,927	5.3%
Commercial	4,745	7.4%	811,011,174	26.4%
Industrial	43	0.1%	26,037,332	0.8%
Total*	64,321	100%	3,067,935,130	100%



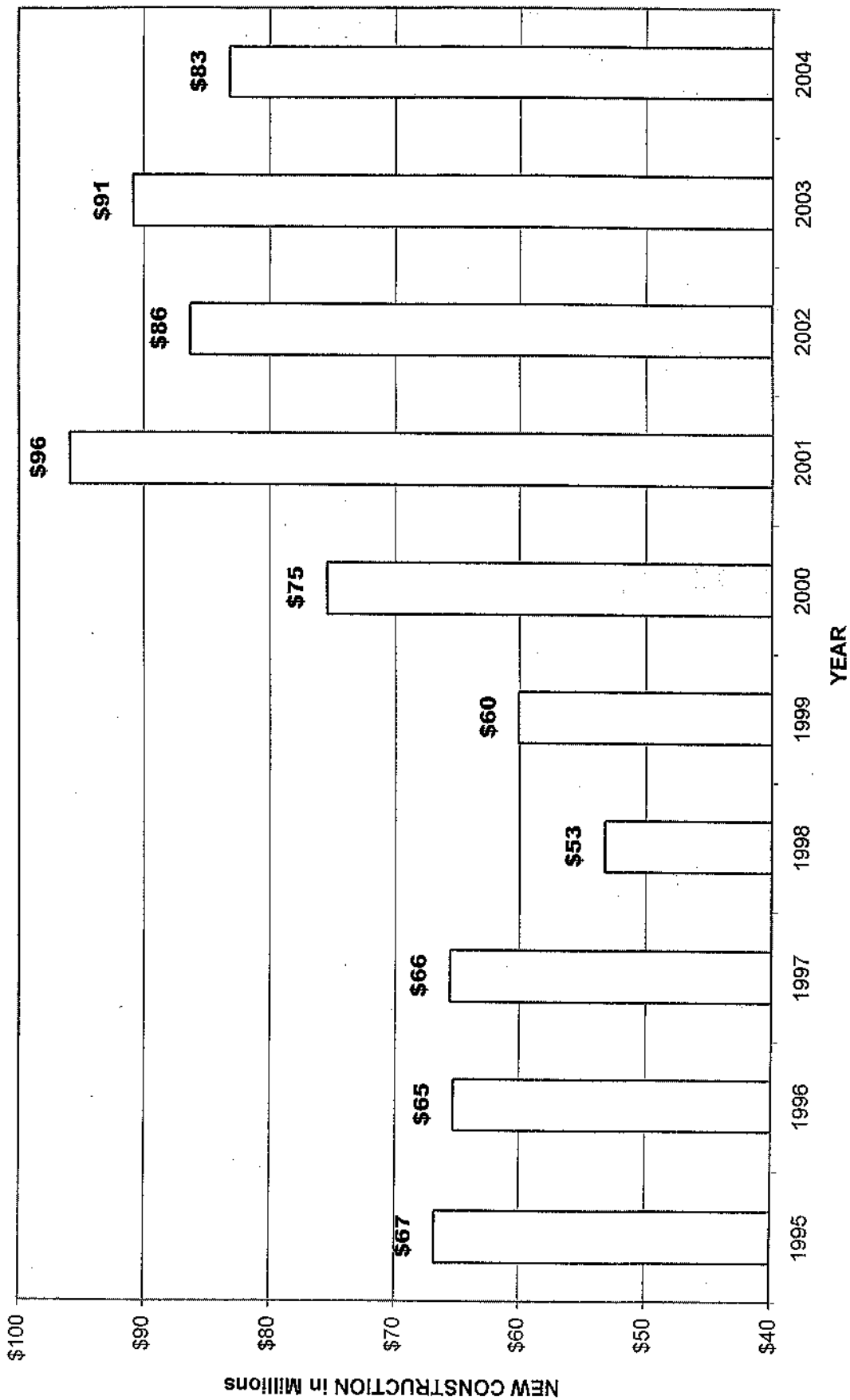
# Average Cropland EAV Per Acre



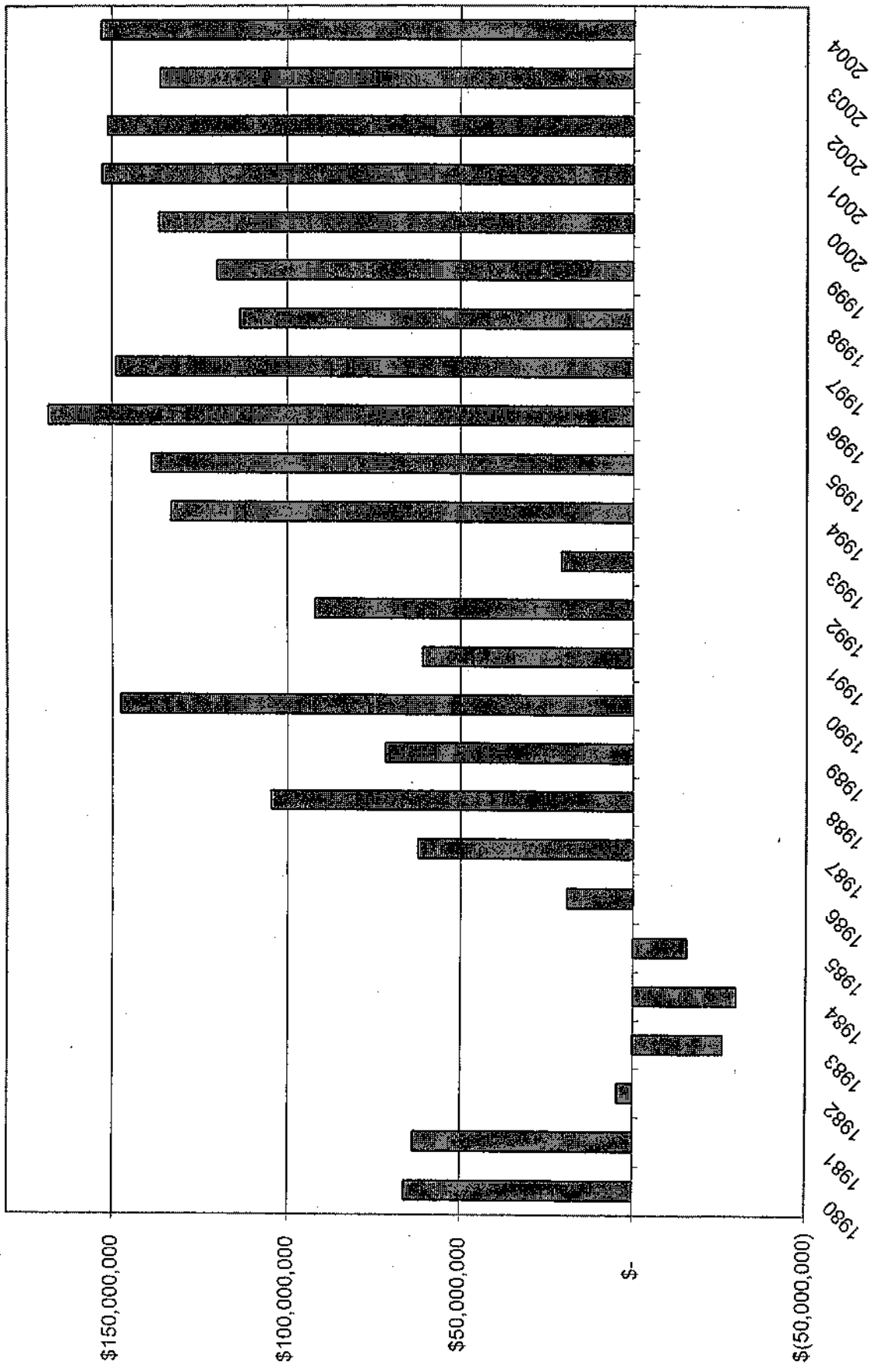
FINAL EAV PROJECTION  
Cropland Estimated Value Chart 1

2/24/2005  
3:40 PM

10 YEAR HISTORY OF MCLEAN COUNTY NEW CONSTRUCTION



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

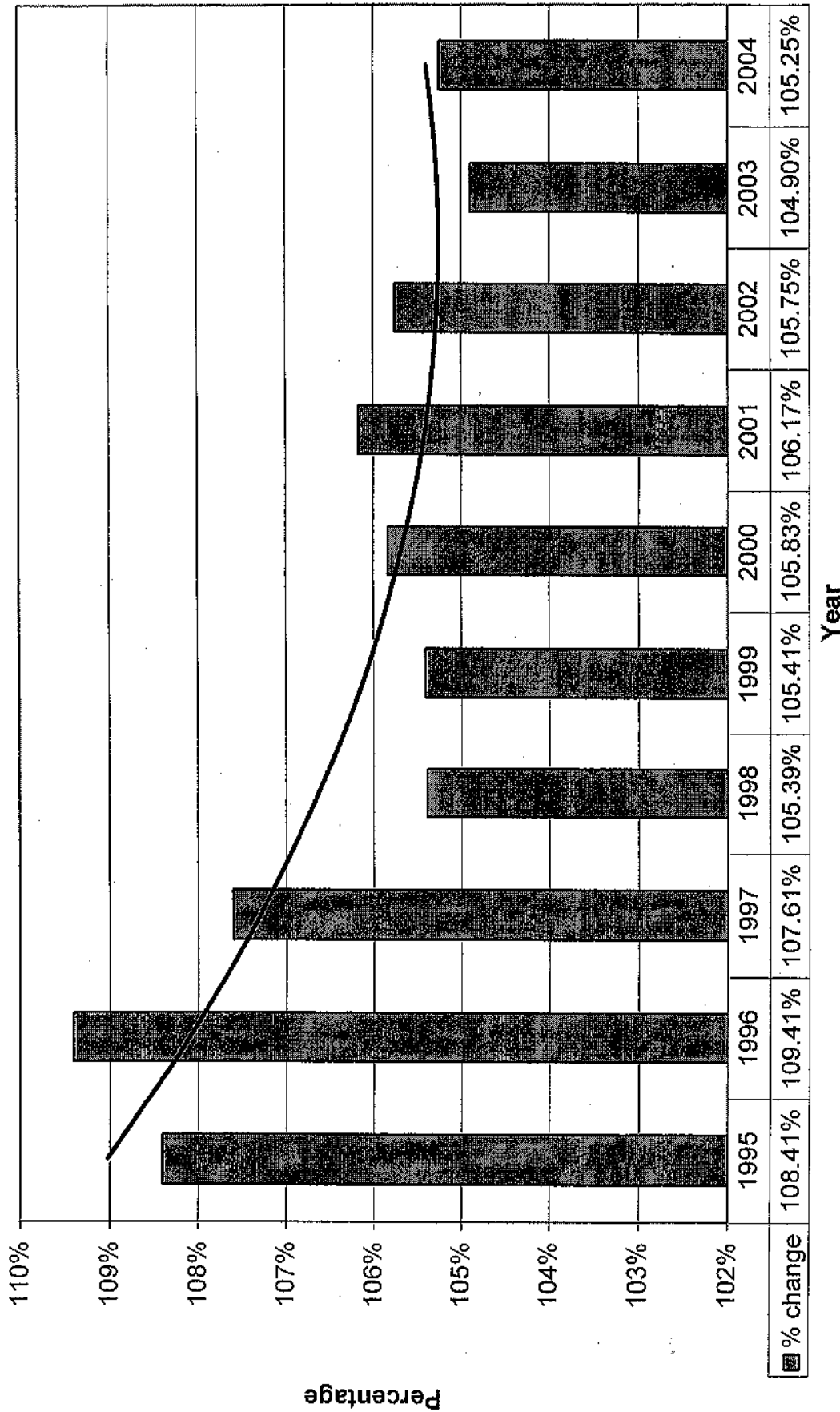


EAVCHNG  
 History of change in EAV

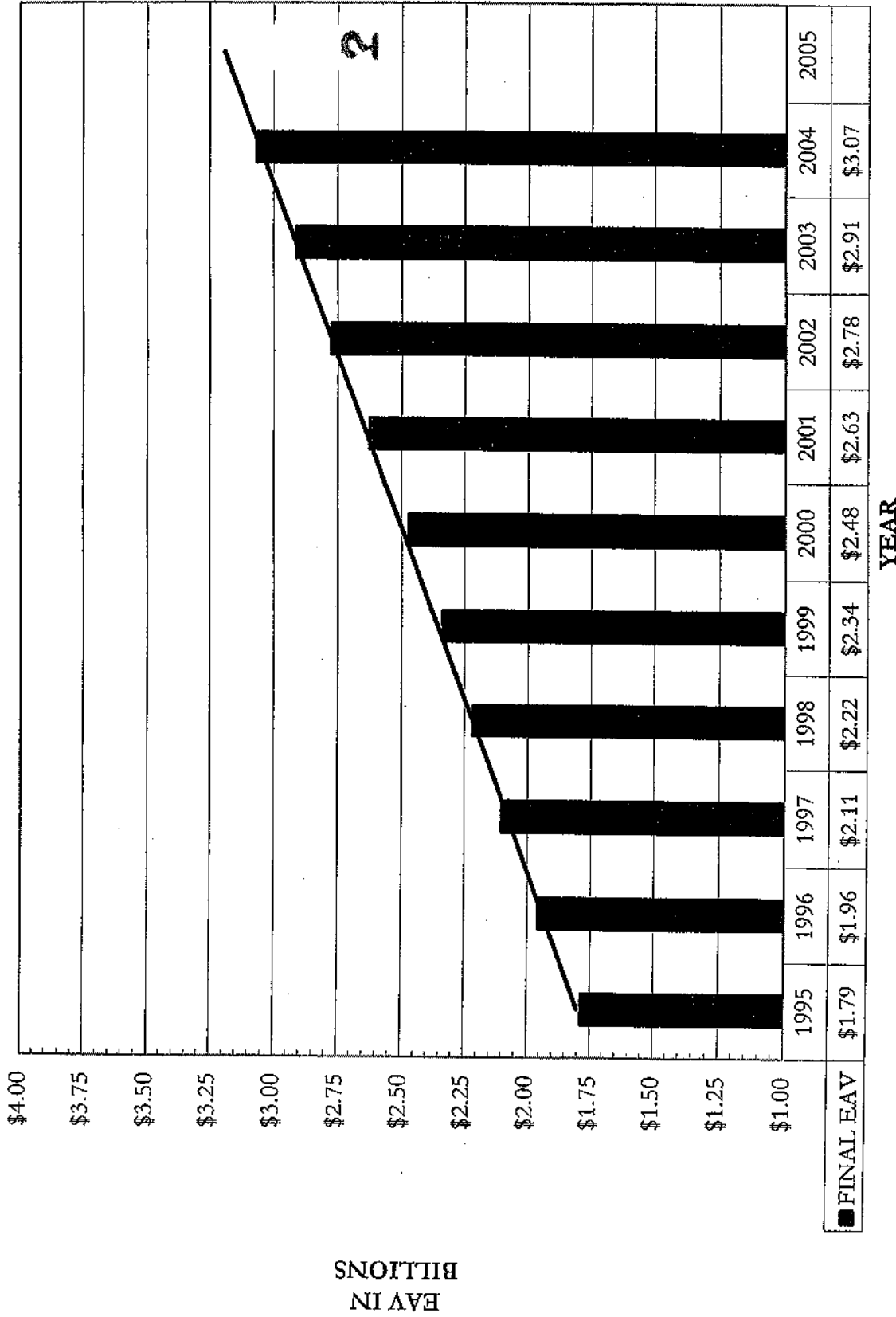
CHANGE IN \$'s

2/24/2005  
 11:08 AM

### 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

e:\budget\budget\_policy\_fy2006.res

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.



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April 14, 2005

Mr. John Zuenik  
County Administrator  
County of McLean  
104 West Front Street  
Bloomington, Illinois 61702

Re: Assist First-Time Homebuyer Down Payment Assistance Program

Dear John:

Enclosed are two summaries of lending activity for the County's homebuyer program for last year's Assist program through February 28, 2005. During that period of time a total of 101 home loans totaling more than \$10.5 million were made to first-time homebuyers in throughout the County. The average loan size was more than \$104,800.00.

By now you should have received from bond counsel, Chapman and Cutler, the form of Bond Ordinance and Inter-Governmental Cooperation Agreement for the 2005 program. Please schedule the Ordinance for adoption prior to June 15, 2005 in anticipation of a bond closing on or about June 22, 2005.

Thank you for your support of Assist over the past year, John, and I look forward to continuing the program in the coming year.

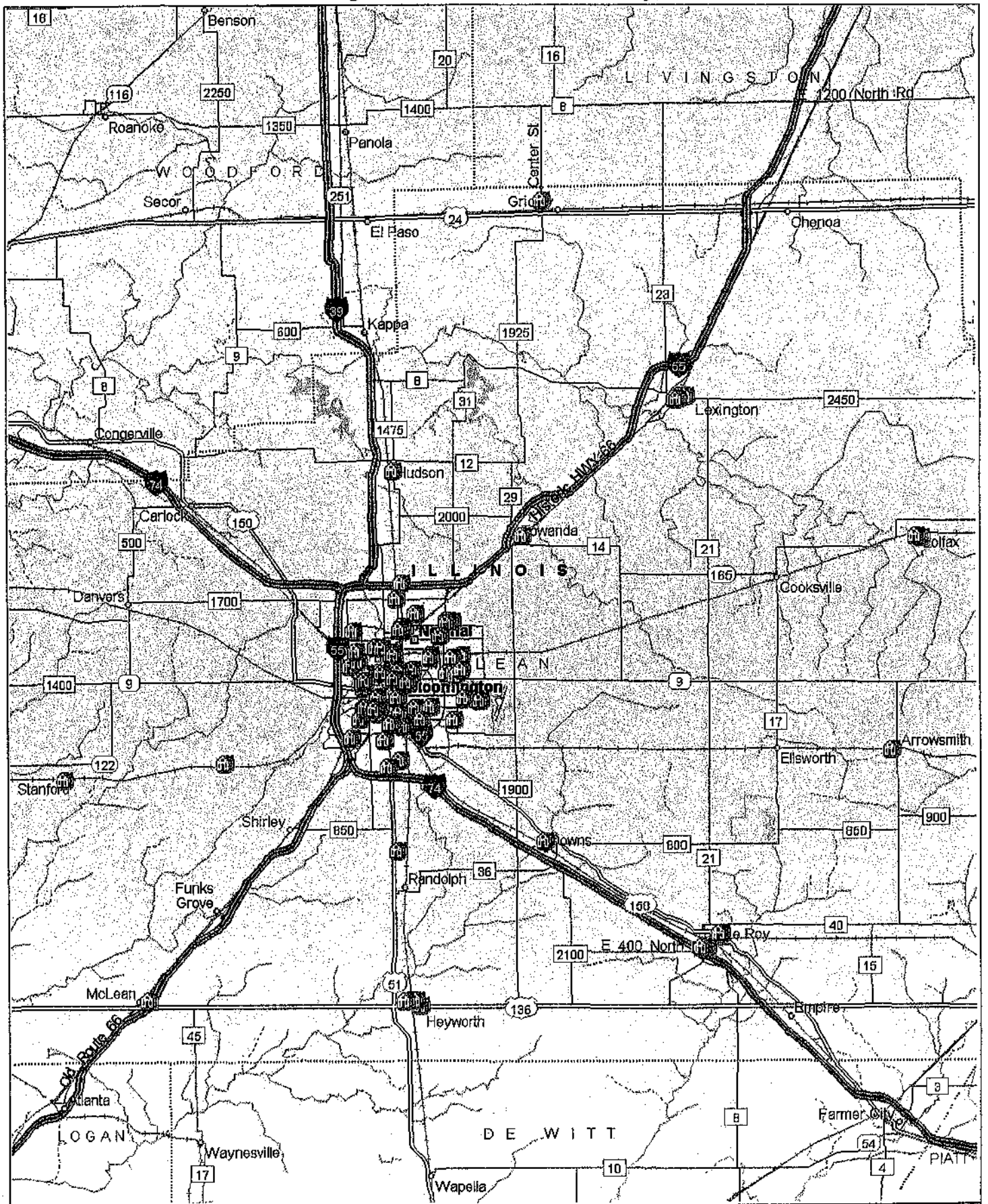
Best Regards,



David Rasch  
Managing Director

enclosures

# Assist Originations in McLean County, Illinois



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**MCLEAN COUNTY, ILLINOIS**  
**Collateralized Single Family Mortgage Revenue Bonds**

**Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination**

	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
1	113 TIPSORD STREET	ARROWSMITH	IL	61722	\$108,950.00
2	1825 E LINCOLN STREET	BLOOMINGTON	IL	61701	\$89,167.00
3	1308 MOUNT VERNON DRIVE	BLOOMINGTON	IL	61704	\$99,114.00
4	417 PRISCILLA LANE	BLOOMINGTON	IL	61704	\$102,583.00
5	1116 W OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$70,339.00
6	810 S ALLIN STREET	BLOOMINGTON	IL	61701	\$98,607.00
7	904 S CLINTON	BLOOMINGTON	IL	61701	\$118,653.00
8	814 E CHESTNUT STREET	BLOOMINGTON	IL	61701	\$93,037.00
9	707 W FRONT STREET	BLOOMINGTON	IL	61701	\$99,547.00
10	10967 MEDALION DRIVE	BLOOMINGTON	IL	61704	\$81,250.00
11	1415 W LOCUST STREET	BLOOMINGTON	IL	61701	\$94,293.00
12	1312 N MORRIS AVENUE	BLOOMINGTON	IL	61701	\$97,237.00
13	20 IVEY COURT	BLOOMINGTON	IL	61701	\$113,832.00
14	1 OAK PARK ROAD	BLOOMINGTON	IL	61701	\$123,322.00
15	829 W OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$113,933.00
16	608 W MILL STREET	BLOOMINGTON	IL	61701	\$93,167.00
17	1221 GETTYSBURG DRIVE	BLOOMINGTON	IL	61704	\$133,574.00
18	325 E LINCOLN STREET	BLOOMINGTON	IL	61701	\$64,401.00
19	402 E STEWART STREET	BLOOMINGTON	IL	61701	\$98,123.00
20	1716 WILDWOOD ROAD	BLOOMINGTON	IL	61704	\$107,082.00
21	1514 N HERSHEY ROAD	BLOOMINGTON	IL	61704	\$98,607.00
22	3907 BLUEBELL DRIVE	BLOOMINGTON	IL	61704	\$108,926.00
23	2410 ANCOR DRIVE	BLOOMINGTON	IL	61704	\$125,230.00
24	116 GINGER CREEK COURT	BLOOMINGTON	IL	61704	\$112,864.00
25	1203 W OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$85,350.00
26	504 SEMINARY AVENUE	BLOOMINGTON	IL	61701	\$58,829.00
27	1916 TRACY DRIVE APT 31	BLOOMINGTON	IL	61704	\$61,812.00
28	1940 TRACY DRIVE APT 6	BLOOMINGTON	IL	61704	\$63,472.00
29	2106 E OAKLAND AVENUE	BLOOMINGTON	IL	61701	\$106,052.00
30	2907 PHEASANT RUN	BLOOMINGTON	IL	61704	\$123,882.00
31	3012 ROBERT STREET	BLOOMINGTON	IL	61704	\$72,775.00
32	401 N GRIDLEY STREET APT A	BLOOMINGTON	IL	61701	\$96,000.00
33	1412 BUNN STREET	BLOOMINGTON	IL	61701	\$86,129.00
34	1316 CHALLIS DRIVE	BLOOMINGTON	IL	61704	\$137,950.00
35	915 S MASON STREET	BLOOMINGTON	IL	61701	\$89,675.00
36	1902 COTTAGE AVENUE	BLOOMINGTON	IL	61701	\$111,256.00
37	1109 N STATE STREET	BLOOMINGTON	IL	61701	\$87,188.00
38	1515 WILSON STREET	BLOOMINGTON	IL	61701	\$92,669.00
39	911 E WALNUT STREET	BLOOMINGTON	IL	61701	\$97,338.00
40	3008 GERANIUM AVENUE	BLOOMINGTON	IL	61704	\$120,325.00
41	10 MOONSTONE COURT	BLOOMINGTON	IL	61704	\$120,825.00
42	9 RISER AVENUE	BLOOMINGTON	IL	61701	\$116,928.00
43	707 E FRONT STREET	BLOOMINGTON	IL	61701	\$127,351.00
44	10 GENEVA COURT	BLOOMINGTON	IL	61704	\$97,084.00
45	14520 MARK LANE	BLOOMINGTON	IL	61704	\$128,143.00
46	1616 MARTIN LUTHER KING DRIVE	BLOOMINGTON	IL	61701	\$114,476.00
47	1503 N CLINTON BOULEVARD	BLOOMINGTON	IL	61701	\$134,081.00
48	118 MAIZEFIELD AVENUE	BLOOMINGTON	IL	61701	\$114,441.00
49	1103 N LIVINGSTON STREET	BLOOMINGTON	IL	61701	\$101,492.00
50	1212 S HINSHAW AVENUE	BLOOMINGTON	IL	61701	\$92,720.00
51	503 E MONROE STREET	BLOOMINGTON	IL	61701	\$87,121.00
52	1514 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$114,593.00
53	506 E GRAHAM STREET	BLOOMINGTON	IL	61701	\$108,529.00

**MCLEAN COUNTY, ILLINOIS  
Collateralized Single Family Mortgage Revenue Bonds**

**Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination**

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
54 . 1226 SANDBURG DRIVE	BLOOMINGTON	IL	61704	\$121,267.00
55 . 1101 W MACARTHUR AVENUE	BLOOMINGTON	IL	61701	\$117,029.00
56 . 1229 BANCROFT DRIVE	BLOOMINGTON	IL	61704	\$137,735.00
57 . 204 W FIFER STREET	COLFAX	IL	61728	\$85,209.00
58 . 304 E WOOD STREET	COLFAX	IL	61728	\$59,885.00
59 . 115 MALLARD ROAD	DOWNS	IL	61736	\$156,665.00
60 . 111 W 7TH STREET	GRIDLEY	IL	61744	\$77,309.00
61 . 202 CONSTITUTION AVENUE	HEYWORTH	IL	61745	\$123,258.00
62 . 304 W CLARKE STREET	HEYWORTH	IL	61745	\$90,193.00
63 . 507 E PEASE STREET	HEYWORTH	IL	61745	\$93,126.00
64 . 506 S MCLEAN STREET	HUDSON	IL	61748	\$96,475.00
65 . 511 E NORTH STREET	LEROY	IL	61752	\$58,464.00
66 . 505 S HEMLOCK STREET	LEROY	IL	61752	\$105,952.00
67 . 502 S BUCK ROAD	LEROY	IL	61752	\$76,277.00
68 . 112 N VINE STREET	LEXINGTON	IL	61753	\$82,215.00
69 . 107 S CHERRY STREET	LEXINGTON	IL	61753	\$94,141.00
70 . 110 WEST STREET	LEXINGTON	IL	61753	\$92,821.00
71 . 202 S BENSON STREET	LEXINGTON	IL	61753	\$64,885.00
72 . 107 N 2ND STREET	MCLEAN	IL	61754	\$81,274.00
73 . 909 E SHELBORNE DRIVE	NORMAL	IL	61761	\$118,937.00
74 . 903 N LINDEN STREET APT 129	NORMAL	IL	61761	\$88,470.00
75 . 1123 OGELTHORPE AVENUE	NORMAL	IL	61761	\$132,660.00
76 . 9 PAYNE PLACE	NORMAL	IL	61761	\$115,608.00
77 . 1713 JACOBSEN DRIVE	NORMAL	IL	61761	\$113,680.00
78 . 1301 OGELTHORPE AVENUE	NORMAL	IL	61761	\$136,965.00
79 . 302 E POPLAR STREET	NORMAL	IL	61761	\$89,167.00
80 . 726 DALE STREET	NORMAL	IL	61761	\$102,971.00
81 . 111 CROSSING DRIVE	NORMAL	IL	61761	\$90,639.00
82 . 1111 OGELTHORPE AVENUE	NORMAL	IL	61761	\$148,799.00
83 . 413 W HOVEY AVENUE	NORMAL	IL	61761	\$93,560.00
84 . 1117 OGELTHORPE AVENUE	NORMAL	IL	61761	\$113,172.00
85 . 1627 ERIN DRIVE	NORMAL	IL	61761	\$131,344.00
86 . 1706 3 ROCKINGHAM DRIVE	NORMAL	IL	61761	\$90,716.00
87 . 1219 ROLAND DRIVE	NORMAL	IL	61761	\$120,988.00
88 . 1700 COOK DRIVE	NORMAL	IL	61761	\$144,942.00
89 . 5 HALE COURT	NORMAL	IL	61761	\$86,072.00
90 . 1912 PARKWEST	NORMAL	IL	61761	\$151,755.00
91 . 1167 BLUE BILL WAY	NORMAL	IL	61761	\$150,639.00
92 . 104 E POPLAR STREET	NORMAL	IL	61761	\$104,037.00
93 . 1560 HUNT DRIVE APT E	NORMAL	IL	61761	\$93,600.00
94 . 1114 CHIPPEWA STREET	NORMAL	IL	61761	\$123,887.00
95 . 1907 PARK WEST DRIVE	NORMAL	IL	61761	\$162,578.00
96 . 27 ETHELL PARKWAY	NORMAL	IL	61761	\$133,119.00
97 . 9914 DRAYTON STREET	NORMAL	IL	61761	\$134,436.00
98 . 1823 JOHNSON DRIVE	NORMAL	IL	61761	\$121,504.00
99 . 1716 TAFT DRIVE	NORMAL	IL	61761	\$122,307.00
100 . 413 W MAIN STREET	STANFORD	IL	61774	\$58,774.00
101 . 109 E NORTH STREET	TOWANDA	IL	61776	\$107,425.00

**TOTAL:** \$10,591,255.00

**AVERAGE:** \$104,863.91