



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center  
**Tuesday, May 12, 2009**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – April 14, 2009  
March 17, 2009 Stand-up Meeting
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee – Chairman Sorensen
    - 1) Items to be Presented for Action:
      - a) REAPPOINTMENTS:  
**McLEAN COUNTY BOARD OF REVIEW**  
Mr. Steve Whelan  
16 Independence Square  
Bloomington, IL 61704  
(Two-year term to expire on June 1, 2011)
      - b) APPOINTMENTS:  
None
      - c) RESIGNATIONS:  
None
      - d) Request Approval to Award the Cabling Bid for floors 3-4-5 in the Law and Justice Center to Heart Technologies – Information Services

- 2) Items to be Presented to the Board:
- a) Information Technologies Status Report
  - b) General Report
  - c) Other
- 4

B. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
- a) Request Approval of Application of White Oak Energy, LLC to approve a Waiver of Preliminary Plan Requirements and a two lot final Subdivision Plat for the White Oak Wind Energy Subdivision, Which is located in White Oak Township at 11827 E 2100 North Road and 11761 E 2100 North Road, Carlock, IL, File Number S-09-02
  - b) General Report
  - c) Other

C. Property Committee – Chairman Bostic

- 1) Items to be Presented for Action:
- a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, County General Fund 0001, Facilities Management Department 0041
- 2) Items to be Presented to the Board:
- a) General Report
  - b) Other
- 5-6

D. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented to the Board:
- a) Request Approval of a Resolution and Letting Results from the April 15, 2009 Township 2009 MFT Maintenance Sections
  - b) Request Approval of a Resolution and Letting Results from the April 29, 2009 Township 2009 MFT Maintenance Sections
  - c) Request Approval of a Resolution and Letting Results from the 29, 2009 County Equipment Letting
  - d) Request Approval of 4-way Stop Resolution for Gillum Road (CH 29) and Downs Road (CH 36)
  - e) Request Approval of Ordinance for Altered Speed Zone – County Highway 29 at Towanda Overpass
  - f) Request Approval of West Road District – Joint Culvert Petition
    - (1) 2009 West RD Joint Culvert – 325 North Road

- g) Request Approval of Hudson Road District – Joint Culvert Petition
  - (1) 2009 Hudson RD Joint Culvert – 1395 East Rd.
- h) General Report
- i) Other

E. Finance Committee – Chairman Owens

1) Items to be Presented for Action:

- a) Request Approval of an IDOT FY 2010 Combined Application, Section 5311 Non-Metro Public Transportation Capital/Operating Assistance and Intercity Bus Grant and Downstate Urban Area Operating Assistance Grant – Building and Zoning 7-59
- b) Request Approval of Purchase of Service Agreement for the Rural General Public Transportation under the Section 5311 Operating and Assistance Program between McLean County and SHOW BUS (FY 2010) – Building and Zoning 60-66
- c) Request Approval of Motor Vehicle Lease Agreement effective July 1, 2009 (changing the lessee name from Meadows Mennonite Retirement Community, Inc., d/b/a SHOW BUS to SHOW BUS) – Building and Zoning 67-70
- d) Request Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University to transfer authority to license and Regulate Raffles to the County of McLean from Illinois State University – State’s Attorneys Office 71-73
- e) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, County Recorder’s Document Storage Fund 0137, County Recorder’s Office 0006 74-76
- f) Request Approval of a Resolution Establishing the Budget Policy for Fiscal Year 2010 – County Administrator’s Office 77-88
- g) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, General Fund 0001 – County Administrator’s Office 89-97

2) Items to be Presented to the Board:

- a) Request Approval for a Starting Pay Rate for a Promotion in Excess of the McLean County General Compensation Plan – Health Department
- b) General Report
- c) Other

- F. Justice Committee – Chairman Renner
- 1) Items to be Presented for Action:
    - a) Request Approval of 2009 Illinois Emergency Management Agency TCIP Interoperable Emergency Communications Grant – EMA 98-107
  - 2) Items to be Presented to the Board:
    - a) Request approval of a contract between Harvey C. Welch, Special Public Defender, and the Public Defender's Office – Public Defender's Office
    - b) Request approval of a contract between Terry W. Dodds, Special Public Defender, and the Public Defender's Office – Public Defender's Office
    - c) Request Approval for the Circuit Clerk's Office to apply for a County-owned Credit Card – Circuit Clerk's Office
    - d) General Report
    - e) Other
- G. Report of the County Administrator
- 1) Items to be Presented to the Board:
    - a) General Report 108-109
    - b) Other

6. Other Business and Communications

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

8. Adjournment



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

# Memo

**To:** McLean County Executive Committee and McLean County Board

**From:** Craig Nelson, Director of Information Technologies

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

**Date:** May 1, 2009

**Re:** Request Award of Cabling Bid

---

Please find attached a summary of pricing received from various vendors in response to a bid that was released seeking the re-cabling of floors 3-4-5 of the Law and Justice Center. The County received five bids.

The summary includes the Base bid which includes replacing all current data outlets on the affected floors; Alternate A is pricing for any outlets we missed or failed to plan for; Alternate B is pricing for network switches required to connect the cabling to the network; Alternate C is pricing for demolition of all existing cabling to be replaced and Alternate D provides new network connectivity for Court Reporters who currently do not have network access.

I am recommending award of the Base bid and all Alternates (A-D) to Heart Technologies, which provided the lowest bid meeting specifications. Besides having the lowest cost, Heart Technologies installed the cabling at the Government Center and our department has been pleased with its stability and performance.

The project will allow all the offices of Law and Justice Center Offices to function on a higher level of cabling (Cat 6 vs. Cat 5), correct the data cabling pathways so that the cabling now reaches the fiber optic backbone on each floor and allow the County's data cabling infrastructure to be well-provisioned for a future phone system conversion to Voice over IP.

The original budget for this project was \$160,000 (General Fund). The bids submitted were well under that budget due to the competitive nature of the economy at this time. After the bid was advertised, the County Board approved a belt-tightening resolution for all Fiscal Year 2009 General Fund budget activities. To take advantage of the favorable bids we received while at the same time minimizing General Fund costs, I met with Circuit Clerk Everhart to explore the possibility of cost-sharing this project between the County General Fund and the Court Automation Fund. After some lengthy discussion, Mr. Everhart agreed this would be a prudent approach and lent his support. The following day, Mr. Everhart, Mr. Lindberg and I met with Chief Judge Robb to outline the project, its benefits and the possibility of allocating some costs to the Courts Automation fund. Chief Judge Robb notified County Administration and myself on April 30<sup>th</sup> of the Court's support in the amount of \$60,000.

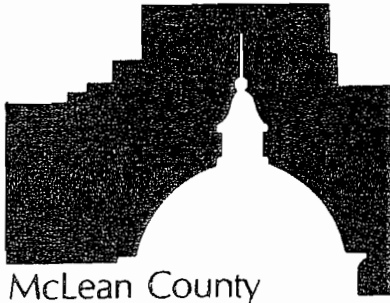
Given the competitive nature of the pricing, the support of the Court in cost-sharing, the benefits to be gained and the ability to return a significant amount of the project budget to the General Fund, I would respectfully request that the Executive Committee and County Board approve the low bid and award the project to Heart Technologies, for a total project price of \$101,026 with \$60,000 coming from fund 0140-Court Automation and \$41,026 coming from the General Fund.

I look forward to discussing with you and will be happy to answer any questions you may have.

Thank you

McLean County Cabling Bid Review

Item	Description	Verizon	DM Mattson	Heart	Webtech	Masters
Base Bid	New Planned Drops, Materials, Labor	\$63,718.00	\$74,827.00	\$71,559.00	\$67,400.00	\$69,865.00
Alt. A	Addtl drops w Raceway	\$295.00	\$196.00	\$222.50	\$321.00	\$135.00
	Addtl drops w no Raceway	\$245.00	\$166.00	\$222.50	\$321.00	\$135.00
Alt. B.	48 Port Switches (7, POE)	\$57,907.27	\$15,195.00	\$13,996.00	\$30,000.00	\$41,845.00
Alt. C	Demo of Existing Cable	\$7,260.00	\$7,200.00	\$1,392.00	\$4,625.00	\$9,300.00
Alt. D	Court Reporter Cabling	\$1,880.00	\$3,376.00	\$2,670.00	\$5,950.00	\$3,320.00
	* Bid Estimate	<b>\$133,715.27</b>	<b>\$102,558.00</b>	<b>\$91,842.00</b>	<b>\$111,185.00</b>	<b>\$125,680.00</b>
	10% Contingency	\$13,371.53	\$10,255.80	\$9,184.20	\$11,118.50	\$12,568.00
	Project Budget	<b>\$147,086.80</b>	<b>\$112,813.80</b>	<b>\$101,026.20</b>	<b>\$122,303.50</b>	<b>\$138,248.00</b>
	* Estimate includes Base Bid, 10 Alternate A's w raceway, Alternate B, Alternate C and Alternate D					



**INFORMATION SERVICES**

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115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**Information Technologies Status Report  
May 12, 2009**

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

Following is a brief summary of issues recently addressed by Information Technologies.

**General Administration:**

- Conducted Cabling bid
- Conducted Personnel Policy training with my staff
- Conducted Planning meeting for deployment of Core Switch
- Assisted in the development of jail booking statistics
- Assisted in the development of FOIA data for the Sheriff's office
- Working on GIS Installation

**Hardware/Network**

- Implemented new GIS hardware & software
- Replaced failing drives on SAN and Server.
- Hardware replacement
- Updated network firmware
- Replaced failing backup hardware

**Programming/Database/Web**

- Working on converting EJS to web-based platform
- Working on Child Support data load
- Implementing new zip code software
- Working on drug court software system

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Technologies



**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
County General Fund 0001, Facilities Management Department 0041**

**WHEREAS**, the McLean County Board, on November 18, 2008, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Facilities Management Department; and,

**WHEREAS**, the McLean County Board, at its regular meeting on Tuesday, April 21, 2009, approved a resolution to make certain prudent budget adjustments, including cancellation of non-essential capital projects; and,

**WHEREAS**, funds have been identified to cover the costs of an emergency boiler replacement in the Courthouse and a portion of the costs to complete a project to install new Category 6 data cabling and other necessary related equipment in permanently installed cabling locations in the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors of the Law and Justice Center; and,

**WHEREAS**, \$289,127.00 in the Facilities Management Department budget is not obligated for any essential capital projects; and,

**WHEREAS**, the Property Committee at a meeting on May 7, 2009, and the Executive Committee, at a meeting on May 12, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$289,127.00 to restore said unobligated funds to the General Fund Unappropriated Fund Balance; now therefore,

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

1. That the County Auditor is directed to make the following Emergency Appropriation from the Facilities Management Department Budget to the County board's Unappropriated Fund Balance as follows:

<u>LINE ITEM ACCOUNT</u>	<u>ADOPTED BUDGET</u>	<u>CHANGE</u>	<u>AMENDED BUDGET</u>
Facilities Management Department			
Law and Justice Center			
Capitalized Assets			
001-0041-0050-0850.0001	\$445,814.00	(\$289,127.00)	\$156,687.00

(2)

County Board

Unappropriated Fund Balance

0001-0001-0001-0400.0000 \$ 0.00

\$289,127.00

\$289,127.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Circuit Clerk, Director of Information Services, Director of Facilities Management and the County Administrator.

**ADOPTED** by the McLean County Board this 19th day of May, 2009.

**ATTEST:**

**APPROVED:**

---

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

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Matt Sorensen, Chairman  
McLean County Board



INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Chairman Owens and Members of the Finance Committee  
FROM: Philip Dick, AICP, Director *PD*  
DATE : April 29, 2009  
RE: **Rural Public Transportation by SHOW BUS**

---

SHOW BUS is submitting their annual application for financial assistance to provide rural public transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties. A purchase of service agreement is part of this application as is an amended vehicle lease agreement.

The attached documents are key sections of these documents. Please see the complete documents at the Department of Building and Zoning.

SHOW BUS Public Transportation  
24883 Church Street  
Chenoa, IL 61726-9705

Business # 309-747-2454

Reservation # 800-525-2454

April 27, 2009

Mr. Benjamin Owens  
Chair, Finance Committee, McLean County Board  
115 East Washington  
Bloomington, IL 61701

Dear Mr. Owens:

Attached please find the following:

IDOT FY 2010 Combined Application, Section 5311 Non-Metro Public Transportation Capital/Operating Assistance and Intercity Bus Grant and Downstate Urban Area Operating Assistance Grant

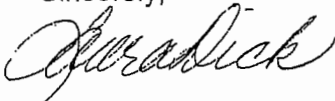
Purchase of Service Agreement for the Rural General Public Transportation under the Section 5311 Operating and Assistance Program between McLean County and SHOW BUS (FY 2010)

Motor Vehicle Lease Agreement effective July 1, 2009 (changing the lessee name from Meadows Mennonite Retirement Community, Inc., d/b/a SHOW BUS to SHOW BUS)

I will attend any meetings and hearings you deem appropriate to discuss the documents.

Thank you so much for your ongoing support of rural public transportation, and please telephone me if you have any questions or concerns.

Sincerely,



Laura Dick

cc: McLean County Building and Zoning Dept.

**Illinois Department of Transportation  
State Fiscal Year 2010**

***COMBINED APPLICATION***

**Section 5311 Non-Metro Public Transportation  
Capital/Operating Assistance and Intercity Bus Grant**

**&**

**Downstate Urban Area  
Operating Assistance Grant**

**Submitted By**

**McLean County**

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Exhibit B	Proposed FY 2010 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances (Electronic versions – see separate file)
Exhibit D	Sample Board Resolution
Exhibit E	Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program
Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)
Exhibit K	Year End NTD Operating Data Report for FY 09 (Due 08/01/2009)

## 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 2010 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.  Fully completed NTD Operating Data Report (Exhibit K)
14.  Maps of the service area (Attachment I)
15.  Copies of Material Documenting Private Sector Effort (Attachment II)
16.  Grantee/Operator Organization Charts (Attachment III)
17.  Indirect Costs Rate Proposal (Attachment IV)
18.  Copy of Most Recent Audit & 5311 Annual Financial Report (Attachment V)
19.  FY2010 Downstate Operating Assistance Application (Attachment VI)

### Comments

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

### 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>
DeWitt	398	16,768
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural only)	1,184	40,249 (rural)

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>Extended Service Provided</b>	<b>Frequency</b>
DeWitt County to Macon County	Every Wed and Fri
DeWitt County to Champaign	Every Monday
Ford County into Champaign	2 <sup>nd</sup> and 4 <sup>th</sup> Monday
Iroquois County into Kankakee County	Three times a week
Iroquois County into Champaign	Every Tuesday
Special medical service in all counties is not limited to destinations within the service area.	
Such medical service often grows into demand response routes.	

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: **80,000**

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

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	80,000

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

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

Projected number of total system (all operators) vehicle miles : **600,000**

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

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	600,000

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: **22**

**3. Intercity Bus Service**

Intercity bus service miles (estimated) **108,000**

**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.

## 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	Five 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 along with a copy of all purchase of service agreements (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Laura Dick hereby certifies that  
(Name of Authorized Official)

SHOW BUS Public Transportation NFP is organized as :  
(Name of Operator Agency)

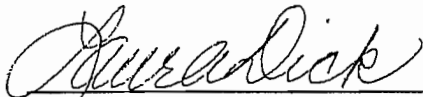
(Check one)

- |  |   |
|--|---|
| <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 SHOW BUS Public Transportation NFP's  
(Name of operator)

Federal Employer's Identification Number

is 26-4530305.



\_\_\_\_\_  
Officer or Official Signature

President and Director  
Title

April 22, 2009  
Date



**D. Grantee Contact Person**

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

Name: Michael Behary

Title: Grantee Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mike.behary@mcleancountyl.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.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

## V. Other Transportation Services

FTA encourages IDOT to work with their counterparts at state human service agencies, to participate with other states in regional initiatives, and to assist local recipients and subrecipients of Sections 5307, 5310, 5311, 5316 or 5317 funds to participate in coordinated systems at the local level, along with recipients of funds from the programs of DHHS and other Federal and state programs. Section 5311, RTAP, and Federal transportation planning funds provided to the state may be used in various ways to support eligible activities related to the development and administration of coordinated activities at the state and local level.

The FTA program circular for the Section 5311 program requires that a project application describe how FTA assisted services are or will be coordinated with social service agencies and private transportation providers in the service area. Additionally, SAFETEA-LU includes a requirement for local governmental agencies and nonprofit organizations that receive assistance from Federal sources other than the FTA for non-emergency transportation services. To the extent feasible these agencies are now required to participate and coordinate with recipients of assistance from FTA in the design and delivery of transportation services. They must be included in the planning for those services.

In developing an annual program of projects, IDOT is obligated to ensure that a fair and equitable distribution of funds of Section 5311 funds has been achieved within the states, including Indian reservations, and that projects must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

In this section, applicants must identify other passenger transportation services (e.g., service provided by other than the operators who will provide service under the project) available in the service area, both public and private.

### A. Coordination with Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

**SHOW BUS participates in McLean County's Transportation Advisory Council which meets monthly and includes representatives from the following entities, some of which may receive Federal assistance for passenger transportation: Bloomington-Normal Public Transit System, Illinois Department of Human Services, Life Center for Independent Living (LIFE-CIL), Faith in Action, McLean County Regional Planning Commission, McLean County Chamber of Commerce, East Central Illinois Area Agency on Aging (ECIAAA) and YWCA. The council explores transportation needs, emphasizing coordination of services and review of any transportation gaps.**

**SHOW BUS also participates in the United Way of McLean County's Executive Council, which is made up of executives from thirty area social service agencies, some of which may receive Federal transportation assistance for passenger transportation.**

**In Livingston County, SHOW BUS participates in a Transportation Committee hosted by LIFE-CIL. The committee has similar aims as McLean County's**

Transportation Advisory Council and involves representatives from the local hospital (St. James), Livingston Public Health Department, LIFE-CIL, Futures and Mosaic (two entities serving individuals with disabilities), Institute for Human Resources (a mental health center), local taxi services and local governmental representatives. Some of these entities may receive Federal assistance for passenger transportation.

In DeWitt County, SHOW BUS participates in the ongoing planning strategies as directed by the "ICCT" process as overseen by the Illinois Rural Transportation Assistance Center (IRTAC). In addition, SHOW BUS participates in a monthly meeting of representatives from local social service agencies, nursing homes, hospitals and governmental units to share information and to coordinate service efforts.

In Ford County, a newly developed Ford County Transportation Committee involving such entities as Ford-Iroquois Public Health Department, Telecare, Community Resources and Counseling Center, local school and governmental officials has begun meeting to review transportation needs. And in Iroquois County, a similar group of social service agencies, schools and governmental entities will hold its first meeting in May, 2009.

SHOW BUS has been active in the Region Six and Region Eight Human Services Transportation Plan (HSTP), with the SHOW BUS Director acting as Chair of the Technical Committee in Region Six.

SHOW BUS also participates in transportation related organizations that encompass areas wider than the five county area. They include ECIAAA, Illinois Public Transportation Association (IPTA), and Illinois Rural Transit Assistance Center (IRTAC).

#### **B. Effort to Involve the Private Sector in Public Transit Service Delivery**

Section 5323(a)(1) of the Federal Mass Transit Act of 1964, as amended, requires that FTA funded projects "to the maximum extent feasible" provide for "the participation of private mass transportation companies." While FTA no longer prescribes a particular private sector participation process, the basic requirement still stands.

Describe the project's efforts to involve the private sector below.

Please see attached letters sent out.

Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as Attachment II to the application.

## VI. Labor Protection

### A. Special Warranty

For almost all Federal transit programs involving transit operations, including the Section 5311 program, 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. The Department of Labor (DOL) is responsible under Federal law for the administration of Section 5333(b).

There is a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program. DOL and DOT agreed upon a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979.

Before undertaking a project, the applicant for Section 5311 funding (or a legally responsible entity designated by the state) must agree in writing to the Special Warranty. IDOT is responsible for assuring that each grantee has a currently valid signed Special Warranty and for certifying this to DOL for each grant.

The text of the Special Warranty is included in Exhibit E. An acceptance certification form is included in this section. Please note that each grantee or operator must also post the Special Warranty where affected employees may see it.

**The executed "Acceptance of the Special Warranty" form must be included as Exhibit E to the application.**

### B. Labor Organizations in the Service Area

The Special Warranty also requires that IDOT "provide to DOL and maintain at all times 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."

**Union Name and Local Number**  
Amalgamated Transit Union

**Transit Organization Represented**  
Bloomington-Normal Transit System

## VII. LOCAL PLANNING EFFORTS

### A. Planning Efforts to Support this Application

Describe what role local planning activities/initiatives played in the development of the proposed FY09 Section 5311 program. Also, what general area development plans were used in the development of this program. (Example: county comprehensive plans, ridership surveys, technical studies, etc.)

**SHOW BUS is included in McLean County's TIP annually. As indicated above, SHOW BUS participates in various transportation related organizations. Through county based transportation committees, information is funneled to the HSTP in order to be included in that plan.**

**From 2001 to 2006, SHOW BUS participated in the Administration on Aging's Model State Performance Outcomes Measurement System Project (POMP). The project studied client satisfaction and needs over a broad spectrum of services. SHOW BUS, as a participant, received annual reports summarizing client comments and findings. The results became part of the planning strategy for SHOW BUS.**

**In January, 2007, with the technical assistance of IRTAC, SHOW BUS began a system wide survey of transportation needs. Over 700 surveys were sent to social service agencies, transportation providers, medical providers, churches and governmental agencies. A second wave of surveys involved community riders. In March of 2008, public meetings began to be held in all communities in the five county area with a population over 1,500. Some of those meetings resulted in further interest in the county based transportation committees. Another series of public meetings will be held in the Summer of 2009. The results of the surveys, public meetings and transportation committee meetings will be incorporated in future planning. Again, as mentioned previously, planning will continue in DeWitt County, following the "ICCT" process as implemented by IRTAC.**

### B. Planning Efforts in the Last Five (5) Years

Describe your planning efforts over the past 5 years.

**Please see comments above. In addition, SHOW BUS has maintained relationships with various county boards and township, village and city officials in the five county area.**

### C. Ridership and Service Demand Surveys

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize.

**Please see comments above.**

## VIII. Project Cost and Revenue Proposal

### A. Program Cost Comparison

For each proposed operator involved in the project, please provide the information requested below.

Note: Programmed Services are all of the operator's services provided on a regular basis including transportation. Annual Program Budget is the total amount budgeted for the listed program. Percentage of Total Budget is the percentage of the operator's Total Programmed Services budget represented by the listed program. Attach additional pages if necessary. Include all programmed service: transportation, nutrition, training, etc.

#### Operator's Proposed Program Budget Activity Report: FY 2010

Programmed Services	Annual Program Budget	Percent (%) of Total Program Budget
Transportation SHOW BUS	1,820,421	100%
<b>Total Operator Expenditures</b>	<b><u>\$1,820,421</u></b>	<b>100%</b>

**B. Operator Organization and Level of Human Resource Effort**

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

**Operator's Proposed Transportation Employee Utilization: FY 2010**

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director/Asst. Director	Direct	Admin	1.75
Office Mgr/Bookkeeper	Direct	Admin	1.5
Clerical	Direct	Admin	4.5
Dispatch	Direct	Op	1
Drivers	Direct	Op	17
Driver/Support	Direct	Op	.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

**C. Project Revenue**

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary) **PLEASE NOTE:** All non-DOT federal grants with a transportation funding component could be used to match federal DOT funds. Federal DOT funds cannot be used as match for another federal DOT grant.

**Note:** All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

<b>Contract or Revenue Source</b>	<b>Total Contract Amount</b>	<b>Expected Revenue for the Section 5311 Program</b>
Agency Contracts	250,000	250,000
Local Government	50,750	50,750
State Grants	910,200	910,200
United Way, Contributed Cash	79,786	79,786

<b>TOTALS</b>	<b>\$ 1,290,736.00</b>	<b>1,290,736.00</b>
---------------	------------------------	---------------------

**D. Fare Structure**

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

**Senior and Adult \$5 Round Trip Base Fare, travel within one county (slightly lower if travel is within a municipality), \$7 Round Trip Base Fare, travel beyond one county, \$14.52+ Special Service Round Trip (SSRT). A portion of senior fares is reported to Area Agency on Aging vs. IDOT. The fare is not mandatory for seniors in McLean, Livingston, Ford and DeWitt.**

**IROQUOIS COUNTY**

**Adult \$3.50+ Round Trip Base Fare, \$14.52+ SSRT-Iroquois County**

**Child Sliding Scale**

**Multi-ride discounts are being explored**

**E. Proposed FY 2010 Budget Instructions – Exhibit B**



## IX. Intercity Bus Capital/Operating Assistance Requests

### A. Project Description

Existing Component       Expanded       New

Detailed Description of Proposed Intercity Bus Service. For existing service the applicant must submit a printed schedule or timetable for intercity bus service. (Attach additional pages if necessary)

**Please see attached schedule.**

### B. Geographical Service Area

Please provide a description of the geographical areas to be served by the intercity bus project (attach additional pages if necessary):

**Please refer to the attached schedule.**

### C. Project Justification

Please provide the project justification for this intercity bus project (attach additional pages if necessary).

**Other than the service provided by SHOW BUS, there are no other public transportation systems offering service between the noted destinations. In most instances, people are traveling to destinations offering medical or shopping opportunities not available in their smaller home communities.**

### D. Proposed Intercity Bus Project Operating Assistance Budget

Use the following budget format for Proposed Intercity Bus Operating Assistance requests.

Preparers of this application are advised to consult the IDOT 5310/5311 Grant Management Manual for further guidance on this section.

Attachment to Page 29

Detailed Description of Proposed Intercity Bus Service. For existing service, the applicant must submit a printed schedule or timetable for intercity bus service.

**SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 800-525-2454.**

#### **FORD COUNTY**

**Monday (2nd and 4th of the month)**

**9:50 Paxton to Champaign/Urbana**

**2:30 Champaign/Urbana to Paxton**

**Wednesday (2nd and 4th of the month)**

**9:00 Paxton and Gibson City to Bloomington/Normal**

**2:30 Bloomington/Normal to Paxton and Gibson City**

**Thursday**

**9:30 Gibson City to Paxton**

**11:00 Paxton to Gibson City**

**1:45 Gibson City to Paxton**

**3:15 Paxton to Gibson City**

#### **LIVINGSTON COUNTY**

**Monday**

**9:15 Fairbury to Bloomington/Normal**

**3:15 Bloomington/Normal to Fairbury**

**Wednesday**

**8:30 Dwight to Bloomington/Normal**

**2:30 Bloomington/Normal to Dwight**

**Friday**

**9:00 Pontiac to Bloomington/Normal**

**3:15 Bloomington/Normal to Pontiac**

#### **MCLEAN COUNTY**

**Monday, Wednesday and Friday**

**9:30 Chenoa and Lexington to Bloomington/Normal**

2:30 Bloomington/Normal to Chenoa and Lexington

Tuesday

9:30 LeRoy to Bloomington/Normal

2:30 Bloomington/Normal to LeRoy

Friday (2nd and 4th of the month)

9:30 Heyworth to Bloomington/Normal

2:30 Bloomington/Normal to Heyworth

#### IROQUOIS COUNTY

Monday, Wednesday and Friday

8:15 Watseka to Kankakee

3:15 Kankakee to Watseka

Tuesday

8:30 Watseka to Champaign/Urbana

2:30 Champaign/Urbana to Watseka

#### DEWITT COUNTY

Monday through Friday

7:00-9:00 Farmer City to Clinton

3:00 Clinton to Farmer City

Monday

9:45 Clinton and Farmer City to Champaign/Urbana

2:30 Champaign/Urbana to Farmer City and Clinton

Tuesday

8:30 Farmer City to Bloomington/Normal

Tuesday and Thursday

9:45 Clinton to Bloomington/Normal

2:15 Bloomington/Normal to Clinton

Wednesday and Friday

9:45 Clinton to Decatur

2:15 Decatur to Clinton

## Estimated Intercity Bus Project Financing

### FY 2010 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	D <u>600,00</u>
B.	Projected Total Intercity Bus Mileage	E <u>108,000</u>
C.	Percentage Intercity Bus (E divided by D)	F <u>18%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit)	\$ <u>177,685</u>
H.	Intercity Bus Operating Component (F x G)	\$ <u>31,983</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	\$ <u>210,000</u>
J.	Intercity Bus Administrative Component (F x I)	\$ <u>37,800</u>
K.	Total Local Share (total non FTA/IDOT funds)	\$ <u>1,432,736</u>
L.	Total Intercity Bus Component (H + J)	\$ <u>69,783</u>
M.	Total Non Intercity Bus (G+I-L)	\$ <u>317,902</u>
	Total Program Cost (K+ L+ M)	\$ <u>1,820,421</u>

### Estimated Intercity Bus Special Deviated Route Project

A.	Projected Total Special Deviated Route Project (SDRP) Mileage	<u>N/A</u>
B.	SDRP Mileage percentage of total Intercity Bus Mileage	<u>N/A</u>
C.	Total Projected SDRP Operating & Administrative Costs	<u>\$N/A</u>
	SDRP Operating Costs	<u>\$N/A</u>
	SDRP Administrative Costs	<u>\$N/A</u>

## Forms, Certifications and Assurances

### **A. Applicant's Certification of Intent**

All applicants must complete and submit the Certification of Intent form, contained in Exhibit G.

### **B. Board Resolution**

Each public body submitting a grant application to the Illinois Department of Transportation under the Section 5311 program must pass a resolution by the governing board authorizing the filing of the application, execute and file grant agreement, and file such documents to perform agreement and receive the grant. A sample resolution is contained in Exhibit D.

### **C. Sample Ordinance**

Illinois Compiled Statutes 740/2-1 et seq. authorizes an applicant to provide for public transportation within their service area limits. If a county is applying for Section 5311 funds on behalf of another county within the service area, each county is required to pass an ordinance authorizing the project. A sample ordinance is contained in Exhibit H.

### **D. Standard FTA Assurances and Certifications**

As a condition of receipt of Federal financial assistance, all applicants (both grantees and operators) must agree to all terms and conditions imposed by the Federal Transit Administration based on all applicable laws, regulations, and Executive Orders. A copy of the applicable terms and conditions, along with a certification, is contained in Exhibit C. This certification must be submitted by all grantees and operators.

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Applicaton Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: McLean County		Organizational Unit:	
Address (give city, county, State and zip code): McLean County Law & Justice Center 104 W Front Street; POBox 2400 Bloomington, IL 61702-2400		Name and telephone number of person to be contacted on matters involving this application (give area code) Mike Behary 309-888-5160	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6001569		7. TYPE OF APPLICANT: (enter appropriate letter) <u>B</u>	
8. TYPE OF APPLICATION: _ New X Continuation _ Revision If Revision, enter appropriate letter(s) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify):		A. State H. Independent School District B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organizer G. Special District N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 <u>20 - 509</u> TITLE: Operating Assistance Program		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties and cities in the downstate Illinois area.		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.	
13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF:		
Start Date Ending Date 7/1/2009 to 6/30/2010	a. Applicant Johnson, Halvorson	b. Project Johnson, Halvorson	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 387,685.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE <u>1</u> 19-May-09	
b. Applicant	\$	b. NO. <u>  </u> PROGRAM IS NOT COVERED BY E. O. 12372 <u>  </u> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$ 910,200	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
d. Local	\$ 380,536.00	<u>  </u> Yes If "Yes," attach an explanation <u>X</u> No	
e. Other	\$		
f. Program Income	\$ 142,000.00		
g. TOTAL	\$ 1,820,421.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative Matt Sorensen	b. Title Chairman, McLean County Board	c. Telephone Number 309-888-5110	
d. Signature of Authorized Representative		e. Date Signed	

NOTE: ONLY ENTER DATA IN HIGHLIGHTED CELLS

GRANTEE: **MCLEAN COUNTY**

Exhibit B

Note: Only enter data in highlighted cells

FINANCIAL DATA

PROPOSED

FY 2010 BUDGET

REVENUES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
401.01	Full Adult Fare	\$57,000	\$57,000	\$57,000	
401.02	Senior Citizen Fares	85,000	85,000	85,000	
401.03	Student Fares		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	250,000	250,000		250,000
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	50,750	50,750		50,750
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	910,200	910,200		910,200
412.00	State Special Fare Assistance		0		
413.00	Federal Cash Grants (Section 18)	387,685	0		
413.99	Other Federal Financial Assistance		0		
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	79,786	79,786		79,786
440.00	Subsidy From Other Sources		0		
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
	(Exclude grey areas from total)				
	TOTAL REVENUE 401 - 440	\$1,432,736	\$1,432,736	\$142,000	\$1,290,736

NOTE: ONLY ENTER DATA IN HIGHLIGHTED CELLS

PROPOSED

(continued) FY 2010

MCLEAN COUNTY

Exhibit B

**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	\$450,000	\$450,000		\$450,000
501.02	Training Salaries & Wages	0	0		
501.03	Dispatcher's Salaries & Wages	30,000	30,000		30,000
501.04	Administrative Salaries & Wages	236,000	236,000	236,000	
501.99	Other Salaries & Wages	10,000	10,000	10,000	
	<b>TOTAL</b>	<b>\$726,000</b>	<b>\$726,000</b>	<b>\$246,000</b>	<b>\$480,000</b>
<b>FRINGE BENEFITS:</b>					
502.01	FICA	\$53,500	\$53,500	\$18,500	\$35,000
502.02	Pensions & Long Term Disability	6,500	6,500	2,500	4,000
502.03	Health Insurance	60,000	60,000	30,000	30,000
502.04	Dental Plans	0	0		
502.05	Life Insurance	2,500	2,500	1,000	1,500
502.06	Short Term Disability	0	0		
502.07	Unemployment Insurance	38,000	38,000	13,000	25,000
502.08	Worker's Compensation	28,000	28,000	1,000	27,000
502.09	Sick Leave	0	0		
502.10	Holiday	0	0		
502.11	Vacation	53,500	53,500	20,000	33,500
502.12	Other Paid Absence	0	0		
502.13	Uniform Allowance	10,000	10,000	500	9,500
502.99	Other Fringe Benefits	2,000	2,000	1,000	1,000
	<b>TOTAL</b>	<b>\$254,000</b>	<b>\$254,000</b>	<b>\$87,500</b>	<b>\$166,500</b>
<b>SERVICES:</b>					
503.01	Management Services	0	\$0		
503.02	Advertising Services	2,000	2,000	2,000	
503.03	Professional & Technical Services	38,042	38,042	38,042	
503.04	Temporary Services	13,200	13,200	6,000	7,200
503.05	Contract Maintenance	88,000	88,000	3,000	85,000
503.06	Custodial Services	0	0		
503.07	Security Services	0	0		
503.99	Other Services	18,000	18,000	1,000	17,000
	<b>TOTAL</b>	<b>\$159,242</b>	<b>\$159,242</b>	<b>\$50,042</b>	<b>\$109,200</b>



NOTE: ONLY ENTER DATA IN HIGHLIGHTED CELLS

PROPOSED

(continued) FY 2010

MCLEAN COUNTY

Exhibit B

**EXPENSES:**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>MATERIALS &amp; SUPPLIES:</b>					
504.01	Fuel & Lubricants Consumed	\$373,579	\$373,579		\$373,579
504.02	Tires & Tubes Consumed	10,500	10,500		10,500
504.03	Inventory Purchases	25,000	25,000	\$20,000.00	5,000
504.99	Other Materials & Supplies		0		
	<b>TOTAL</b>	<b>\$409,079</b>	<b>\$409,079</b>	<b>\$20,000</b>	<b>\$389,079</b>
<b>UTILITIES:</b>					
505.02	Telephone	\$17,000	\$17,000	\$17,000	
505.99	Other, i.e. Natural Gas, Electric, etc.	10,000	10,000	4,000	6,000
	<b>TOTAL</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$21,000</b>	<b>\$6,000</b>
<b>CASUALTY &amp; LIABILITY:</b>					
506.01	Physical Damage Insurance	\$65,500	\$65,500	\$65,500	
506.03	Liability & Property Insurance	84,000	84,000	84,000	
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>\$149,500</b>	<b>\$149,500</b>	<b>\$149,500</b>	<b>\$0</b>
<b>TAXES:</b>					
507.00	<b>TOTAL</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	
<b>PURCHASED TRANSPORTATION:</b>					
508.00	<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>		
<b>MISCELLANEOUS:</b>					
509.01	Dues & Subscriptions	\$3,000	\$3,000	\$3,000	
509.02	Travel & Meetings	8,000	8,000	8,000	
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	16,000	16,000	16,000	
509.99	Other Miscellaneous Expense		0		
	<b>TOTAL (Excluding Grey Areas)</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$0</b>

NOTE: ONLY ENTER DATA IN HIGHLIGHTED CELLS

**PROPOSED EXPENSES**

(continued) FY 2010

MCLEAN COUNTY

Exhibit B

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	9,500	9,500	9,500	
	<b>TOTAL</b>	<b>\$9,500</b>	<b>\$9,500</b>	<b>\$9,500</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	9,000	9,000		9,000
512.06	Operating Yards or Stations	40,000	40,000		40,000
512.07	Maintenance Facilities		0		
512.10	Data Processing Facilities		0		
512.11	Revenue Collection Facilities		0		
512.12	Other Administrative Facilities	9,600	9,600	9,600	
	<b>TOTAL</b>	<b>\$58,600</b>	<b>\$58,600</b>	<b>\$9,600</b>	<b>\$49,000</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>					
513.00	<b>TOTAL</b>				
<b>CONTRIBUTED SERVICES</b>					
530.00	<b>TOTAL</b>				
<b>INELIGIBLE EXPENSES</b>					
550.00	<b>TOTAL</b>				
<b>DIRECT EXPENSE SUB-TOTAL</b>		<b>\$1,820,421</b>	<b>\$1,820,421</b>	<b>\$620,642</b>	<b>\$1,199,779</b>
<b>ICR</b>	<b>Indirect Cost Rate</b>	0.00% <b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>(Exclude grey areas from total)</b>		<b>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>SECTION 5311 ADMINISTRATION (Proposed)</b>	<b>SECTION 5311 OPERATING (Proposed)</b>
<b>TOTAL EXPENSES 501 - 530 &amp; ICR</b>		<b>\$1,820,421</b>	<b>\$1,820,421</b>	<b>\$620,642</b>	<b>\$1,199,779</b>

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

Contracts and Service Agreements	\$ Amount
Vehicle Liability Insurance	130,000
Health Insurance	60,000
Workers Comp	28,000
Audit	15,000
	<b>\$233,000</b>

FEDERAL FISCAL YEAR 2009 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Melean County

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	Infrastructure Finance Projects.	_____
24.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.	_____

**FEDERAL FISCAL YEAR 2009 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: McLean County

Name and Relationship of Authorized Representative: McLean County Board Chair, Matt Sorenson

BY SIGNING BELOW, on behalf of the Applicant, I 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 and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2009.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2009.

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 Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

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 Matt Sorenson  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, 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 Eric T. Ruud Date: 4-29-09

Name Eric T. Ruud  
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

# Board Resolution

(Revised 1/05)

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 (or, in the Chair's absence or by the Chair's request, the Vice-Chair) 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 (or, in the Chair's absence or by the Chair's request, the Vice-Chair) 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 (or, in the Chair's absence or by the Chair's request, the Vice-Chair) 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 (or, in the Chair's absence or by the Chair's request, the Vice-Chair) 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

\_\_\_\_\_  
Matt Sorensen  
Chair  
McLean County Board

## 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 19th day of May, 2009.  
Officer or Official of Applicant

---

Signature of Authorized Official

Chair, McLean County Board  
Title

---

Date

### Applicant's Certification Of Intent

Applicant: McLean County

Address: 104 W Front Street, POBox 2400

Bloomington, IL 61702-2400

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

309-888-5768

Fax Number

mike.behary@mcleancountyil.gov

E-Mail Address

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

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

Officer or Official of Applicant

\_\_\_\_\_  
Signature

McLean County Board Chair

Title

\_\_\_\_\_  
Date

## 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 Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) 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 Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) 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 19th day of May, 2009, and deposited and filed in the office of the County Clerk of said County on that date.

Attest:

Approved:

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

\_\_\_\_\_  
Matt Sorensen  
Chair  
McLean County Board





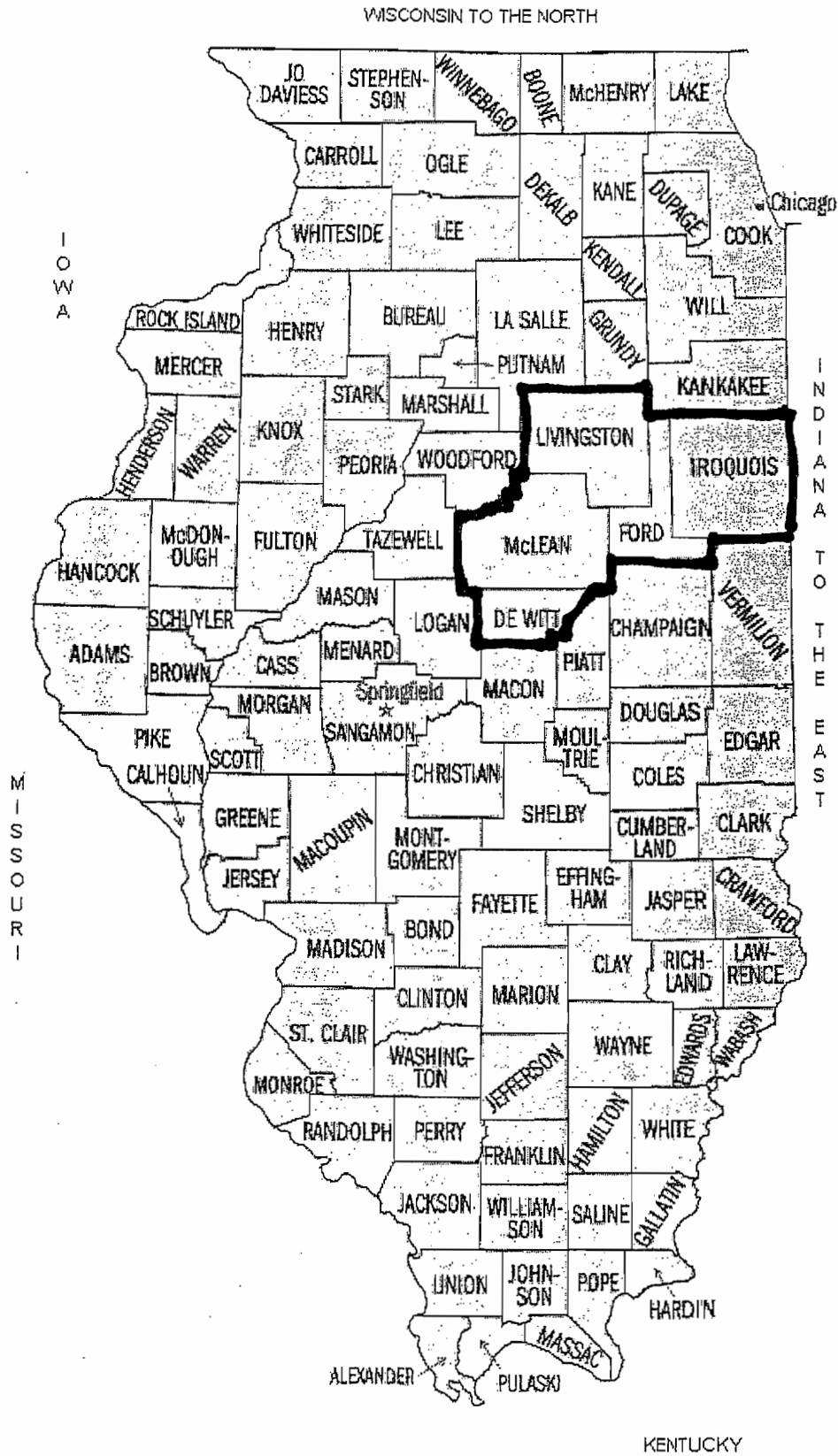
EXHIBIT J (5311) / OP-6E & OP-6G (DSU)  
MC LEAN COUNTY

SECTION 5311 VEHICLE INVENTORY SUMMARY

VEHICLE CONDITION CODE    VEHICLE STATUS CODE  
EXCELLENT                    ACTIVE    A  
GOOD                          RESERVE   RV  
FAIR                            OUT OF SERVICE   O  
POOR                            REPLACED   RPL  
INOPERABLE                  DISPOSED   D

DISPOSED VEHICLES: VIN	TITLE HOLDER OWNER	OPERATOR	BUS FLEET #	CHASSIS YEAR	CHASSIS MANUF.	VEHICLE TYPE	VEHICLE LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	Acquisition COST	Dollars Of FEDERAL Participation	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE REPLACEMENT DATE	CURRENT MILEAGE	VEHICLE CONDITION	DATE OF LAST IDOT INSPECTION	VEHICLE STATUS
Paratransit Vehicles																	
286X031241K184688	Meadows/SHOW BUS McLean County	SHOW BUS	4	96	Dodge	Raised roof van	20'	CAP-95-535	IL-16-0015	33,233.00	26,586.50	10/17/96	1996	106,645	POOR	04/15/09	O
1FDXE40F3VH891379	McLean County	SHOW BUS	15	98	Ford	Medium Duty	23.3'	CAP-98-616		53,197.00	\$-	12/14/98	1998	150,027	POOR	04/15/09	RPL
287L83125WK158253	McLean County	SHOW BUS	16	98	Dodge	Raised roof van	20'	CAP-98-616		36,417.00	\$-	12/14/98	1998	176,473	POOR	04/15/09	RPL
286L83125YK124040	Meadows/SHOW BUS	SHOW BUS	17	2000	Dodge	Raised roof van	20'	ECJAAALOCAL		45,000.00	\$-	07/10/00	2000	141,672	POOR	04/15/09	O
287L83127YK168458	McLean County	SHOW BUS	18	2000	Dodge	Raised roof van	20'	CAP-00-690-ILL		37,684.00	\$-	07/20/00	2000	107,135	POOR	04/15/09	O
1FDXE45FVHC01202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		54,698.00	\$-	11/03/00	2000	170,934	FAIR	04/15/09	A
1FDXE45FYHC01227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		54,698.00	\$-	11/27/00	2000	128,791	FAIR	04/15/09	A
1FDWE33L33H88076	McLean County	SHOW BUS	24	2003	Ford	Medium Duty	23.3'	CAP-03-855-CVP	IL-18-X018	54,404.53	43,523.63	02/20/04	2004	130,933	GOOD	04/15/09	A
1FDXE45F03H88038	McLean County	SHOW BUS	25	2003	Ford	Medium Duty	23.3'	CAP-03-855-CVP	IL-18-X018	45,619.83	36,495.86	04/08/04	2004	132,849	GOOD	04/15/09	A
1FDXE45F02H80551	Meadows/SHOW BUS	SHOW BUS	26	2003	Ford	Medium Duty	23.3'	194 CVP		58,435.00	58,435.00	06/30/04	2004	118,537	GOOD	04/15/09	A
1FDXE45FXH831752	McLean County	SHOW BUS	27	2005	Ford	Medium Duty	23.3'	CAP-04-878-CVP	IL-16-0030	58,435.00	58,435.00	11/04/05	2005	84,282	EXCELLENT	04/15/09	A
1FDXE45FXH831752	McLean County	SHOW BUS	28	2005	Ford	Medium Duty	23.3'	CAP-04-878-CVP	IL-18-X021	58,435.00	58,435.00	11/04/05	2005	42,651	EXCELLENT	04/15/09	A
1FDWE30X3H850204	Bloomington Normal Tr.	SHOW BUS	30	1999	Ford	Mini Van	16.6'					11/30/06	2006	39,305	FAIR	04/15/09	A
1HVBTFAM33H85213	Meadows/SHOW BUS	SHOW BUS	31	2003	International	Super Medium Duty	29'					04/18/08	2008	76,101	FAIR	04/15/09	A
1HVBTFAM33H85219	DeWitt County HRC	SHOW BUS	32	2002	International	Super Medium Duty	29'					04/18/08	2008	76,093	FAIR	04/15/09	A
1BAGGSA2WF074436	DeWitt County HRC	SHOW BUS	33	1998	Blue Bird							04/18/08	2008	105,272	FAIR	04/15/09	A
1FDXE45L98DA13350	McLean County	SHOW BUS	34	2008	Ford	Light Duty	20'	CAP-07-899-CVP	IL-18-0023	46,866.00	46,866.00	05/20/08	2008	28,280	EXCELLENT	04/15/09	A
1FDXE45L98DA13351	McLean County	SHOW BUS	35	2008	Ford	Light Duty	20'	CAP-07-899-CVP	IL-18-0023	46,866.00	46,866.00	05/20/08	2008	22,223	EXCELLENT	04/15/09	A
1FDXE45P8B093287	McLean County	SHOW BUS	36	2008	Ford	Medium Duty	23.3'	CAP-07-879-CVP	IL-18-0024	62,733.00	58,551.00	12/04/08	2008	6,069	EXCELLENT	04/15/09	A
1FDXE45P8B093288	McLean County	SHOW BUS	37	2008	Ford	Medium Duty	23.3'	CAP-07-879-CVP	IL-18-0024	62,733.00	58,551.00	12/04/08	2008	7,478	EXCELLENT	04/15/09	A
1FDXE45P18DB38209	McLean County	SHOW BUS	38	2008	Ford	Medium Duty	23.3'	CAP-07-879-CVP	IL-18-0024	62,733.00	58,551.00	12/04/08	2008	3,938	EXCELLENT	04/15/09	A
5309 Vehicles:																	
1FDXE45F22H840538	McLean County	SHOW BUS	22	2002	Ford	Medium Duty	23.3'	CAP-02-791-CVP	IL-03-0225	52,561.00	42,049.00	01/24/03	2003	148,777	FAIR	04/15/09	A
1FDXE45F42H840539	McLean County	SHOW BUS	23	2002	Ford	Medium Duty	23.3'	CAP-01-743-CVP	IL-03-0213	52,561.00	42,049.00	01/24/03	2003	185,455	FAIR	04/15/09	A
DISPOSED VEHICLES: VIN	TITLE HOLDER OWNER	OPERATOR	BUS FLEET #	CHASSIS YEAR	CHASSIS MANUFACTURE	VEHICLE TYPE	VEHICLE LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	Acquisition COST	Dollars Of FEDERAL Participation	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE REPLACEMENT DATE	CURRENT MILEAGE	VEHICLE CONDITION	DATE OF DISPOSITION	VEHICLE STATUS
1FTJ534GRH878592	McLean County	SHOW BUS	3	94	Ford	Raised roof van	20'	CAP-94-480-ILL	IL-16-0016	\$35,597.00	\$-	12/01/94	06/16/05	SOLD	SOLD	07/21/04	SOLD
4CD054E22F2108426	Meadows/SHOW BUS	SHOW BUS	11	93	MST	Heavy Duty		CAP-92-401 FED	IL-16-0016	65,192.00	52,122.00	05/93	1993	SOLD	SOLD	02/27/05	SOLD
1FDLE40F2VH832790	Meadows/SHOW BUS	SHOW BUS	14	97	Ford	Medium Duty	23.3'	IL-97-559 FED	IL-16-0021	52,657.00	42,126.00	07/97	1997	SOLD	SOLD	02/22/05	SOLD
1FDWE35L2H832792	McLean County	SHOW BUS	21	2003	Ford	Light Duty	20'	CAP-02-791-CVP	IL-03-0225	44,353.00	35,482.00	12/02	2002	WRECKED	SOLD	01/25/07	SOLD

All Vehicles Funded with Federal Sec. 5309 funds and awarded under State of Illinois grant contracts.



Illinois Counties    ● County Finder    At Ancestry: ● US Map Collection 1513-1990    ● Illinois Maps



COPY

DEPARTMENT OF BUILDING & ZONING  
(309) 888-5160 Fax (309) 888-5768 [www.mcleancountyil.gov](http://www.mcleancountyil.gov)  
115 E. Washington, Room M102 P.O. Box 2400 Bloomington, Illinois 61702-2400

April 23, 2009

Beyer Twin City Cab & Circle City Cab  
1001 West Washington Street  
Bloomington, IL 61701

**RE:** Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford, DeWitt & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the five above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992. DeWitt County was added in 2007

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the five county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the five county area.

Please contact me by May 11, 2009 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Mike Behary".

Mike Behary, County Planner  
Grantee Project Manager

SHOW BUS ORGANIZATIONAL CHART

SHOW BUS NFP

SHOW BUS Board

SHOW BUS Director/President

Advisory Council

Asst. Director

Office Mgr/Bookkeeper

Dispatch

Drivers

Volunteers

Secretarial

DOWNSTATE  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

APPLICATION FORM OP-1  
COVER LETTER

\*\*\*\*\*

FOR IDOT OFFICE USE ONLY

Grant Applic. Number \_\_\_\_\_ Expenses \_\_\_\_\_  
Date Received \_\_\_\_\_ Revenues \_\_\_\_\_  
Appropriation \_\_\_\_\_ Deficit \_\_\_\_\_  
65% of Expenses \_\_\_\_\_

\*\*\*\*\*

Application for operating assistance grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.) for costs incurred during the period July 1, 2009 through June 30, 2010.

APPLICANT'S NAME: McLean County

STREET ADDRESS: 104 W Front Street, POBox 2400

Bloomington, IL 61702-2400 309-888-5160  
CITY STATE ZIP CODE TELEPHONE NUMBER

The applicant hereby applies to the State of Illinois through the Division of Public & Intermodal Transportation for grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.).

I hereby certify that I have reviewed this Application including all attached exhibits and information, and have found it to be true and correct.

\_\_\_\_\_  
Signature (same as #1 on Form OP-2)

Chair, McLean County Board  
Title (same as #1 on Form OP-2)

\_\_\_\_\_  
Date



## INSTRUCTIONS FOR COMPLETING FORM OP-2

### DEFINITIONS:

Service Area: A participant's territorial boundaries, plus any eligible Service Extensions, plus any Contiguous-Area Service. (See 30 ILCS 740.)

Contiguous-Area Service Service provided by a participant within any county that is contiguous to its territorial boundaries as defined by the Department and subject to Departmental approval. Participant must certify to the Department that any such contiguous-area service provided after July 1, 2007, meets the requirements of 30 ILCS 740/2-5.1 in order to receive reimbursement for the service. (See 30 ILCS 740/2-7(b-20).)

Service Extensions: Service that is provided beyond the participant's territorial boundaries, where one end of a passenger trip (either origin or destination) is within the territorial boundaries. (See 70 ILCS 3615 and 30 ILCS 740/2-5.)

#### Territorial Boundaries for:

Municipal Participants: The municipal or corporate boundaries of the participant.

Mass Transit Districts: The district boundaries on file with the Illinois Secretary of State's Office. (See 70 ILCS 3610/5.)

### INELIGIBLE SERVICE

- Service operated totally outside a participant's territorial boundaries, unless it is Contiguous Area Service allowed for under 30 ILCS 740/2-7(b-20).
- Effective FY2002: Service extensions beyond a Mass Transit District's territorial limits which do not have documented approval of the required governing bodies. (See 70 ILCS 3610/5.)
- Service extensions beyond a Section 5311 recipient's territorial boundaries which are non-incident service within urbanized areas. (See Section 5311 program guidelines.)



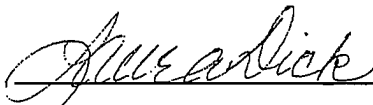
FORM OP-3

SUMMARY OF TOTALS FOR REVENUES AND EXPENSES

Total Eligible Expense reported on 5311 Exhibit B (Column A, pg. 9 of OP-5 Tab)	\$ <u>1,820,421</u> (a)
Total Eligible Revenue reported on 5311 Exhibit B (Column A, pg. 7 of OP-5 Tab)	\$ <u>522,536</u> (b)
Section 5311 Funding requested in 5311 Application	\$ <u>387,685</u> (c)
Downstate Operating Assistance Deficit (a) – (b+c)	\$ <u>910,200</u> (d)
65% of Eligible Operating Expenses	\$ <u>1,183,274</u> (e)
Downstate Operating Assistance requested (lesser of (d) or (e))	\$ <u>910,200</u>

\*\*\*\*\*

I hereby certify that the total operating revenues and expenses reported in this Form are estimated to be incurred in the provision of public transportation services within the State of Illinois during FISCAL YEAR 2010. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expenses.

Prepared by:   
Certified by: \_\_\_\_\_  
(same as #3 on Form OP-2)  
Date: \_\_\_\_\_

FORM 501 OPERATING LABOR SUMMARY (Page 1 of 2)

[To Be Submitted on Accrual Method of Accounting]

The amounts shown for each line item total in FORM 501 OPERATING LABOR SUMMARY must agree with the corresponding line item in Form OP-5 and line item 501 in the 5311 Exhibit B (5311 Budget).

501 Labor

.01 Operator's Salaries and Wages

Are your operators unionized?                      YES [ ]      NO [x]

If Yes, give expiration date contract \_\_\_\_\_

NOTE: PLEASE ATTACH COPY OF MOST RECENT LABOR CONTRACT.

IF THE MOST RECENT CONTRACT IS ON FILE, PLEASE CHECK BOX [ ]

	Number of Operators	FULL TIME Average Hourly Wage	Annual Total Wages
Est. FY 2010	<u>Nine</u>	<u>\$12.50</u>	(1) <u>\$204,750</u>

	Number of Operators	PART TIME Average Hourly Wage	Annual Total Wages
Est. FY 2010	<u>Fifteen</u>	<u>\$12.50</u>	(2) <u>\$245,250</u>

Est. FY 2010	<u>Operators' overtime</u>		(3)_____
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	CATEGORY TOTAL 501.01	<u>\$450,000</u> (Add 1, 2 & 3)
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FORM 501 OPERATING LABOR SUMMARY (Page 2 of 2)

.02 Other Salaries and Wages:

<u>Job Title</u>	<u>No. of Employees in this Position</u>	<u>Estimated FY 2010 Salary</u>
Director/Asst	1.75	\$87,500
Office Manager/Bookkeeper	1.5	\$54,900
Clerical	4.5	\$93,600
Dispatch	1	\$30,000
Trainees	varied	\$10,000

Total 501.02    \$276,000

CATEGORY TOTAL 501

\$726,000.00  
(Add .01 & .02)

GRANTEE:

MCLEAN COUNTY

Form OP-5 FINANCIAL DATA AND OPERATING REVENUE & INCOME PROJECTION REPORT

	A Projected Eligible Revenues FY 2010	B Projected Revenues Not Eligible FY 2010
401 Passenger Fares for Transit Services	\$142,000	
402 Special Transit Fares	250,000	
403 School Bus Service Revenues	0	
404 Freight Tariffs		\$0.00
405 Total Charter Service Revenues	0	
406 Auxiliary Transportation Revenues	0	
407 Non-Transportation Revenues	0	
407 .99 Sec. 5307 Force Account & Administration Cost Reimb.	0	
408 Taxes Levied Directly by Transit System		\$0.00
409 Local Cash Grants & Reimbursements		\$130,536.00
410 Local Special Fare Assistance		\$0.00
411 State Cash Grants & Reimbursements		\$910,200.00
412 State Special Fare Assistance		\$0.00
413 Federal Cash Grants & Reimbursements	\$0.00	
413 .99 Sec. 5307 Capital Funds for State Eligible Operating Expenses	\$0.00	
430 Contributed Services		\$0.00
440 Subsidy from other Sectors of Operations		\$0.00
TOTAL	\$392,000.00	\$1,040,736.00

**MCLEAN COUNTY**

Form OP-5 FINANCIAL DATA AND OPERATING EXPENSE PROJECTION REPORT

	A Projected Eligible Expenses FY 2010	B Projected Expenses Not Eligible FY 2010
501 Labor (.01 + .02)	\$726,000	
502 Fringe Benefits	\$254,000	
503 Services	\$159,242	
504 Materials and Supplies Consumed (.01 + .02 + .99)	\$409,079	
505 Utilities	\$27,000	
506 Casualty and Liability Cost	\$149,500	
507 Taxes		
.01 Federal Income Taxes		\$0.00
.02 State Income Taxes		\$0.00
.03 Property Taxes		\$0.00
.04 Vehicle Licensing & Registration Fees	\$500	
.05 Fuel & Lubricant Taxes		
.06 Electric Power Taxes		
.99 Other Taxes		
508 Purchased Transportation Services	\$0	
509 Miscellaneous Expenses		
.01 Dues & Subscription	\$3,000	\$0.00
.02 Travel & Meetings	8,000	
.03 Bridge, Tunnel & Highway Tolls	0	
.04 Entertainment Expenses		\$0.00

**MCLEAN COUNTY**

Form OP-5 FINANCIAL DATA AND OPERATING EXPENSE PROJECTION REPORT

Expenses Continued	A Projected Eligible Expenses FY 2010	B Projected Expenses Not Eligible FY 2010
.05 Charitable Expenses		\$0.00
.06 Fines & Penalties		\$0.00
.07 Bad Debt Expenses		\$0.00
.08 Advertising/Promotion Media	16,000	
.99 Other Miscellaneous Expenses	0	
511 Interest Expense		
.01 Long Term Debt Obligation		\$0.00
.02 Short Term Debt Obligation	9,500	
512 Leases, Rentals, & Purchase-Lease	\$58,600	
TOTAL	\$1,820,421	\$0.00

Please provide breakdown of ineligible expenses; if not detailed above.

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6B. VEHICLE USE:	Estimated FY10 Revenue Vehicle Miles (1)	Estimated FY10 Peak Vehicles Required	Estimated FY10 Revenue Vehicle Hours (1)
Regular Route			
Special Routes			
Paratransit Service Provided by Participant	600,000	22	36,000
Paratransit Service from Purchase of Service Contracts			
<b>TOTAL</b>	<b>600,000</b>	<b>22</b>	<b>36,000</b>

(1) This should not include deadhead miles or hours

6C PASSENGERS	Estimated FY10
Adult	
Child	
Senior Citizens and Disabled (Reduced Fare)	
Student (Reduced Fare)	
Token, Ticket or Pass	
Paratransit Service Provided by Participant	80,000
Paratransit Service from Purchase of Service Contracts	
<b>TOTAL PASSENGERS</b>	<b>80,000</b>

Transfers should be counted and included as separate trips in the appropriate category

**PURCHASE OF SERVICE AGREEMENT  
FOR THE RURAL GENERAL PUBLIC  
TRANSPORTATION**

**under the Section 5311 Operating and Assistance program**

**between**

**McLean County**

**and**

**SHOW BUS**

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

**State Fiscal Year 2010**



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<u>Exhibit A</u>	- <u>Final Approved Service Plan</u>	
<u>Exhibit B</u>	- <u>Approved Project Budget</u>	
<u>Exhibit C</u>	- <u>Drug-Free Workplace Certification</u>	
<u>Exhibit D</u>	- <u>Special Provisions to the Agreement</u>	

This Agreement is made by and between McLean County, (hereinafter referred to as "Grantee") and SHOW BUS (hereinafter referred to as "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, Divisions 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 Services 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 2010 in the provisions of public transportation services approved by the Grantee. In no even shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project is approximately \$ 1,820,421.

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 of 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, 2010 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 this 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 as 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 provision 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 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 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, 2009, by their respective duly authorized officials.

Provider's Name & Address

Grantee's Name & Address

SHOW BUS  
24883 Church Street  
Chenoa, IL 61726

McLean County Board  
115 E. Washington Street  
Bloomington, IL 61702-2400

By: \_\_\_\_\_  
President/Director

By: \_\_\_\_\_  
Matt Sorensen,  
County Board Chairman

Attest:

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

# MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois July 1, 2009

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and SHOW BUS, (the "Lessee"):

## WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

## DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038
2003	FORD	ELDORADO	1FDWE35L33HB88076
2005	FORD	ELDORADO	1FDXE45PX5HB31762
2005	FORD	ELDORADO	1FDXE45P15HB26630
2008	FORD	ELDORADO	1FD3E35L98DA13350
2008	FORD	ELDORADO	1FD3E35L08DA13351
2009	FORD	ELDORADO	1FD4E45P88DB38207
2009	FORD	ELDORADO	1FD4E45PX8DB38208
2009	FORD	ELDORADO	1FD4E45P18DB38209

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 24883 Church Street, Chenoa, IL 61726.

1. **TERM** The term of this lease is three years from the date first set out above. The lease term expires on July 1, 2012, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
2. **RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
3. **LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.
4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$1,000 comprehensive and \$1,000 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.
5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.
6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.
7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.



8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. **LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. **TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

11. **DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

**SHOWBUS**  
Lessee

\_\_\_\_\_  
Laura Dick, Director/President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

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

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Raffles Act, 230 ILCS 15/0.01 et. seq., authorizes units of local government to license and regulate raffles within their jurisdictions and in the manner prescribes therein; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. authorizes public agencies of the State of Illinois to enter into intergovernmental agreements with units of local government; and

WHEREAS, the County of McLean is a unit of local government and the Board of Trustees of Illinois State University ("ISU") is a public agency within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the Illinois State University Foundation ("Foundation") is a registered 501(c)3 charity, managed by an independent volunteer board of directors who are responsible for ensuring gifts are used as donors have directed. The Foundation was created to assist in developing and increasing education opportunities and the facilities of Illinois State University and to receive, hold, and administer gifts with the primary objective of serving the education purposes of the University; and

WHEREAS, the County of McLean has enacted an *Ordinance to License and Regulate Raffles* pursuant to 230 ILCS 15/0.01 et. seq. which operates within all of the area of McLean County outside of the jurisdictional limits of any other public agency and also within the jurisdictional limits of any public agency in McLean County where there is in effect an intergovernmental agreement between the governing body of said public agency and the County Board of McLean County for the licensing of organizations to conduct raffles; and

WHEREAS, it is the desire of ISU, Foundation and the County of McLean to regulate and license raffles conducted within the jurisdictional limits of ISU and those which would be used by the Foundation, and to do so in an expeditious and efficient manner; and

WHEREAS, a transfer of ISU's authority to license and regulate raffles pursuant to 230 ILCS 15/0.01 et. seq., to the County of McLean will provide a means to those ends, now, therefore

IT IS AGREED by and between ISU, Foundation, and the County of McLean as follows:

1. ISU and Foundation transfer their authority to license and regulate raffles within ISU's jurisdictional limits to the County of McLean.
2. The County of McLean accepts this transfer of authority from ISU and Foundation to license and regulate raffles within the jurisdictional limits of ISU.
3. The licensing and regulation of raffles within the jurisdictional limits of ISU and the Foundation on behalf of ISU shall be conducted by the County of McLean

through its *Ordinance to License and Regulate Raffles* enacted April 20, 1982, as amended, and as may be amended from time to time.

4. The County shall be entitled to retain all license fees, fines, and penalties collected pursuant to its licensing and regulation authority under said Ordinance.
5. Either party may terminate this intergovernmental agreement by giving written notice of its intent to do so to the other party. Termination shall take effect thirty (30) days after the delivery of written notice and shall be effective as to all raffles which have not been licensed prior to the effective date.
6. This Agreement is executed pursuant to the authority of 230 ILCS 15/0.01 et. seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**APPROVED:**

**THE BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY**

\_\_\_\_\_  
Stephen M. Bragg, Vice President  
for Finance and Planning

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

**APPROVED:**

**COUNTY OF McLEAN**

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

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

ATTEST:

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa M. Huson, General Counsel  
Illinois State University

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Civil Assistant State's Attorney  
McLean County, Illinois

THE ILLINOIS STATE UNIVERSITY FOUNDATION

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

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



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

May 6, 2009

To: Honorable members of the McLean County Board Finance Committee

From: Lee Newcom, County Recorder 

Re: Emergency Appropriation for 0137 Fund

Last fall the Recorder's office issued a national Request for Proposals to accomplish the following:

- To redact (block from view) Social Security numbers from our database of over 3.7 million document images.
- To index into our recording system a portion of more than 100,000 documents, which had gone through the office over a 20 year period, but had never been entered into the electronic database of the office. This incomplete work rendered those documents as if they did not exist as they could not be found in our office records. The legal role of the recorder's office is to place all recorded documents in the public, searchable record. This project indexes, or enters into our recording system, that document data which was missing. In this project we have not completed all documents found, but the most easily identifiable block of over 75,000 of those documents. Indexing of other found documents will be accomplished in future budget years.

Cott Systems was the low bidder to accomplish these two tasks and the contract was approved by the County Board at your September, 2008, meeting. The total cost in the contract was estimated at \$237,206, which we specified as a limit to the amount that would be reimbursed to Cott. The Social Security Number redaction portion of the project was completed on April 10<sup>th</sup> of this year and the indexing portion of the project should be complete by the end of May, 2009.

With amounts paid-to-date, a balance of \$192,206 remains. The funds, in the 0137 Document Storage Fund, were originally appropriated in 08 and must be re-appropriated in 09 as the work has been completed in 09. This is a specific use fund, paid for with a \$3 per document fee on all recorded documents, and is dedicated to this and similar purposes in the Recorder's office. The funds exist in that account and were planned for in the 09 budget. No General Fund monies are involved.

I request approval of the attached Emergency Appropriation Ordinance of the County Board for the above purposes.

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
County Recorder's Document Storage Fund 0137, County Recorder's Office 0006**

**WHEREAS**, the McLean County Board, on November 18, 2008, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Document Storage Fund; and,

**WHEREAS**, the Finance Committee, at a meeting on May 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Recorder's Document Storage Fund in the amount of \$192,206.00 to fund a contract with Cott Systems to index documents and redact Social Security numbers from documents; now, therefore,

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

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$ 192,206.00
2. That the County Treasurer is directed to amend the fiscal year 2009 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000 Unappropriated Fund Balance	\$ 30,030.00	\$ 192,206.00	\$222,236.00

3. That the County Auditor is directed to amend the fiscal year 2009 Combined Annual Appropriation and Budget Ordinance by adjusting the following line-item appropriations:

	<u>ADOPTED</u>	<u>CHANGE</u>	<u>AMENDED</u>
0137-0006-0008-0706.0001 Contractual Services	\$ 0.00	\$ 192,206.00	\$192,206.00

(2)

4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

**ADOPTED** by the McLean County Board this 19<sup>th</sup> day of May, 2009.

**ATTEST:**

**APPROVED:**

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

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Matt Sorensen, Chairman  
McLean County Board

ea\_recorder\_docstor\_may09.fin.doc



MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

RESOLUTION ESTABLISHING THE BUDGET POLICY  
FOR FISCAL YEAR 2010

**WHEREAS**, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

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

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

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

**WHEREAS**, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2011-2013, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2010; now, therefore,

**BE IT RESOLVED** by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year 2010 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 2010 revenues shall be sufficient to meet required expenditures for Fiscal Year 2010, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2010, the County Administrator shall make every effort to hold the 2009 County overall property tax rate as close to the 2008 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 2010 Budget.

### 12.22-3 Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2010 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year 2010, 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 2011, Fiscal Year 2012, and Fiscal Year 2013 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

### 12.22-4 Enterprise Fund - Nursing Home

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

## 12.23 FUND BALANCES

### 12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to 10% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (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, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History, and for the annual debt service payment due 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.

(4)

- (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 shall provide sufficient funding to pay 100% of the expected claims' cost and/or the premium cost for the County's Employee Health Benefit 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 2010 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 2010 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

(5)

equipment items shall be consolidated in a single Countywide bid document:

- (1) Purchase of Furnishings/Office Equipment;
  - (2) Lease/Purchase of Office Equipment;
  - (3) Purchase of Computer Equipment;
  - (4) Lease/Purchase of Computer Equipment;
  - (5) Purchase of Computer Software;
- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

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

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

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

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

## **12.27 PERSONNEL**

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

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2010 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

To ~~recognize the prepare for a potential~~ recognize the need to manage staffing levels, the County Administrator is hereby directed to evaluate all current full-time equivalent staffing levels in every County Office/Department and recommend adjustments in full-time equivalent levels.

(6)

The County Administrator shall review employee compensation and the associated costs of employee healthcare benefits and employee pension costs, specifically Social Security (F.I.C.A.) and Illinois Municipal Retirement Fund (I.M.R.F.).

Every County Office/Department shall review its Fiscal Year 2009 Full-Time Equivalent Staffing levels with a goal of justifying every full-time equivalent position and identifying opportunities for savings in all personnel-related expenses for the Fiscal Year 2010 budget.

Every County Office/Department shall work with the County Administrator to develop an accurate Organization Chart that shows the structure and relationships of positions within the department.

It is anticipated that there will be no funding for new positions or reclassifications in the Fiscal Year 2010 Recommended Budget.

Any vacancies that exist or occur will be held vacant for as long as possible without jeopardizing the work of the department within which they exist.

#### **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 2010, 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 December 18, 2007, shall govern the preparation of the Fiscal Year 2010 Budget.
- (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 2010 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.

(7)

- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year 2009, adopted by the County Board on December 16, 2008, 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 2010 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~~
  - ~~(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 2009 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2010 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 OTHER EXPENDITURES**

### **12.28-1 Spending Levels**

- (A) All Fiscal Year 2010 budget requests for the Account Classifications entitled "Supplies" (600's), "Services" (700's), and "Capital Assets" (800's) will be targeted at 98% of 2009 levels for each Account Classification. Any requests beyond this level will need to be fully justified during budget preparation meetings.

## **12.29 COMPLIANCE WITH BUDGET PROCEDURES**

- (A) All County offices and departments shall prepare and submit their Fiscal Year 2010 Budget requests in accordance with the Fiscal Year 2010 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 98% of Fiscal Year 2009 budgeted expenditures/revenues less any known non-recurring expenditures.

## **12.30 FISCAL YEAR 2010 BUDGET ADOPTION**

- (A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2010 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.



(9)

**12.31 EFFECTIVE DATE AND REPEAL**

(A) This resolution shall supersede the Fiscal Year 2009 Budget Policy Resolution.

**ADOPTED** by the County Board of McLean County, Illinois, this 19th day of May, 2009.

**ATTEST:**

**APPROVED:**

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

---

Matt Sorensen, Chairman  
McLean County Board

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SCHEDULE A

CALENDAR FOR PREPARATION OF THE  
FISCAL YEAR 2010 BUDGET,  
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,  
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 19, 2009	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2010
May 29, 2009	Department Head Meeting with Administrator - Distribution of Fiscal Year 2010 Budget Manual of Instructions
June 2-5, 2009	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2010 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.</p>
June 8, 2009	Departments begin entering and revising Fiscal Year 2010 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 26, 2009	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p><u>PLEASE NOTE:</u> Department personnel will <b>NOT</b> 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 <b>June 26, 2009</b>.</p>

MONTH/DATE

ACTIVITY TO BE COMPLETED

July 10, 2009

Personnel expenses (500 series line-item accounts) will be entered into the computer by July 17, 2009 and transmitted to the departments during the week of July 20, 2009.

Department Narrative Description, **Organization Chart(s)** and 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 2011, Fiscal Year 2012, and Fiscal Year 2013 completed and entered into computer.

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

July 10, 2009

Budget Data Entry System locked by Information Services. All Fiscal Year 2010 Budget data and Recommended Three Year Budget data should be completed and entered.

July 22, 2009  
through  
August 21, 2009

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

September 7, 2009

County Administrator advises departments of revenue/expenditure status.

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 15, 2009

Recommended Fiscal Year 2010 Budget presented to the County Board.

September 16, 2009  
through  
November 6, 2009

Oversight Committees and Executive Committee review the Recommended Budget.

November 10, 2009

Review of Fiscal Year 2010 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 17, 2009

County Board approves and adopts Fiscal Year 2010 Combined Annual Budget and Appropriation Ordinance, 2009 Property Tax Levy Ordinance, and Amendment to the Full-Time Equivalent Positions Resolution for Fiscal Year 2010.

December 31, 2009

Fiscal Year 2010 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

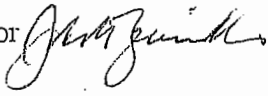


**OFFICE OF THE ADMINISTRATOR**

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

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

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

From: John M. Zeunik, County Administrator 

Date: April 27, 2009

Re: Emergency Appropriation Ordinance Amending FY 2009 General Fund Budget

Pursuant to the Board's approval of a Resolution to reduce General Fund budgeted expenditures to more closely reflect projected General Fund revenues, we have prepared an Emergency Appropriation Ordinance that reduces General Fund spending by \$661,694. This represents 132% of our \$500,000 targeted expenditure reduction goal and 2.04% of the Fiscal Year 2009 General Fund Adopted Budget of \$32,384,028. The elected officials and appointed department heads whose departments are supported by the General Fund worked diligently to identify savings in every area of their budgets.

The County Administrator will target an additional \$300,000 in General Fund savings through management of attrition. Attrition savings will be generated through a cooperative effort, working with Department Heads to identify positions for which replacement can be delayed. Factors to be considered include negative impact upon public safety, revenue production, or the primary mission of the Departments and whether the current workload can be distributed among remaining staff.

An additional \$289,127 will be restored to the Fund Balance by cancelling non-essential projects that were carried forward. These projects have been identified as cases where contractual commitments or emergency needs are not deemed to outweigh the benefit of reversing such encumbrances.

A total of \$150,000 has been identified from revenue sources not previously included in the Fiscal Year 2009 budget. An application for a new Special Use Permit to expand the Twin Groves Wind Farm north of Route 9 is projected to generate \$110,000 in permit fees during Fiscal Year 2009. Also, the Court's recent requirement in Bond Orders that the bond fee be paid prior to an individual leaving jail is expected to provide an additional \$40,000 in Fiscal Year 2009 revenue.

Given the continuing economic uncertainty at the state and national levels, it may be necessary to recommend further actions later this year. We will continue to monitor these areas and will provide regular budget status reports to you for the remainder of Fiscal Year 2009.

Should you have any questions concerning the attached exhibits or the proposed Emergency Appropriation Ordinance, please call me at 888-5110.

Thank you.

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001**

WHEREAS, the McLean County Board, on November 18, 2008, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for all departments and agencies within the General Fund 0001; and,

WHEREAS, reductions in revenue received from the State of Illinois for sales and use tax, income tax and personal property tax replacement have caused Fiscal Year 2009 General Fund revenue to decline by \$314,384.00 after the first three months of Fiscal Year 2009; and,

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2009 General Fund Annual Appropriation and Budget Ordinance to reflect these circumstances; and,

WHEREAS, the Finance Committee, on Wednesday, May 6<sup>th</sup>, 2009, and the Executive Committee, on Tuesday, 12<sup>th</sup>, 2009, recommended approval of an Emergency Appropriation Ordinance to reflect these circumstances; now, therefore,

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

1. That the County Auditor is directed to reduce and otherwise amend the appropriated budgets of the General Fund 0001 departments as follows:

County Board (0001)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0001	0599 0005	EMP. RECREATION BENEFIT	\$8,000.00	\$6,000.00	\$2,000.00
0001	0629 0001	LETTERHEAD/PRINTED FORMS	\$1,500.00	\$500.00	\$1,000.00
0001	0706 0001	CONTRACT SERVICES	\$35,000.00	\$10,000.00	\$25,000.00
0001	0715 0001	DUES AND MEMBERSHIPS	\$15,000.00	\$1,500.00	\$13,500.00
0001	0718 0001	SCHOOLING & CONFERENCES	\$10,000.00	\$2,000.00	\$8,000.00

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County Administrator (0002)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0002	0503 0001	FULL-TIME EMPLOYEES SAL.	\$364,920.00	\$20,000.00	\$344,920.00
0002	0620 0001	OPERATING/OFFICE SUPPLIES	\$4,400.00	\$1,000.00	\$3,400.00
0002	0718 0001	SCHOOLING & CONFERENCES	\$3,000.00	\$500.00	\$2,500.00

County Auditor (0003)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0003	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$700.00	\$200.00	\$500.00
0003	0621 0001	NON-MAJOR EQUIPMENT	\$800.00	\$300.00	\$500.00
0003	0701 0001	ADVERTISING/LEGAL NOTICES	\$320.00	\$100.00	\$220.00
0003	0715 0001	DUES AND MEMBERSHIPS	\$1,500.00	\$400.00	\$1,100.00
0003	0718 0001	SCHOOLING & CONFERENCES	\$9,500.00	\$2,000.00	\$7,500.00

County Treasurer (0004)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0004	0526 0001	OVERTIME PAY	\$1,000.00	\$500.00	\$500.00
0004	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$300.00	\$300.00	\$0.00
0004	0628 0001	COPYING EXPENSES	\$300.00	\$300.00	\$0.00
0004	0715 0001	DUES AND MEMBERSHIPS	\$800.00	\$230.00	\$570.00
0004	0718 0001	SCHOOLING & CONFERENCES	\$4,700.00	\$500.00	\$4,200.00
0004	0719 0015	NOTARY BOND	\$100.00	\$100.00	\$0.00

County Clerk (0005)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0006	0621 0001	NON-MAJOR EQUIPMENT	\$2,225.00	\$1,000.00	\$1,225.00
0006	0626 0001	ELECTION SUPPLIES	\$13,500.00	\$7,000.00	\$6,500.00
0006	0629 0001	LETTERHEAD/PRINTED FORMS	\$51,250.00	\$25,000.00	\$26,250.00
0006	0762 0001	ELECTION EXP - SERVICES	\$120,160.00	\$60,000.00	\$60,160.00



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County Recorder (0006)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0008	0630 0001	POSTAGE	\$18,150.00	\$1,500.00	\$16,650.00
0008	0718 0001	SCHOOLING & CONFERENCES	\$7,200.00	\$1,500.00	\$5,700.00
0008	0795 0003	TELEPHONE SERVICE	\$3,000.00	\$500.00	\$2,500.00

Circuit Clerk (0015)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0011	0526 0001	OVERTIME PAY	\$4,000.00	\$1,000.00	\$3,000.00
0011	0620 0001	OPERATING/OFFICE SUPPLIES	\$27,750.00	\$500.00	\$27,250.00
0011	0630 0001	POSTAGE	\$43,250.00	\$1,000.00	\$42,250.00
0011	0757 0002	EMPLOYEE MEDICAL EXPENSE	\$250.00	\$250.00	\$0.00
0012	0526 0001	OVERTIME PAY	\$6,000.00	\$5,000.00	\$1,000.00

Circuit Court (0016)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0016	0516 0001	OCCASIONAL/SEASONAL EMP.	\$7,020.00	\$3,600.00	\$3,420.00
0016	0795 0003	TELEPHONE SERVICE	\$31,296.00	\$3,000.00	\$28,296.00

Jury Commission (0018)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0017	0516 0001	OCCASIONAL/SEASONAL EMP.	\$8,463.00	\$4,000.00	\$4,463.00

State's Attorney (0020)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0019	0503 0001	FULL-TIME EMPLOYEES SAL.	\$1,967,222.00	\$30,000.00	\$1,937,222.00

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Public Defender (0021)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0023	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$5,265.00	\$4,000.00	\$1,265.00
0023	0621 0001	NON-MAJOR EQUIPMENT	\$3,335.00	\$1,000.00	\$2,335.00
0023	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$1,122.00	\$1,000.00	\$122.00
0023	0628 0001	COPYING EXPENSES	\$4,076.00	\$3,000.00	\$1,076.00
0023	0629 0001	LETTERHEAD/PRINTED FORMS	\$2,329.00	\$1,500.00	\$829.00
0023	0715 0001	DUES AND MEMBERSHIPS	\$4,852.00	\$1,500.00	\$3,352.00
0023	0725 0001	SUBPOENA EXPENSE	\$1,508.00	\$1,000.00	\$508.00
0023	0726 0001	WITNESS EXPENSE	\$2,550.00	\$2,000.00	\$550.00
0023	0793 0001	TRAVEL EXPENSE	\$3,000.00	\$2,000.00	\$1,000.00

Court Services (0022)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0022	0601 0001	CLOTHING/EMPLOYEES	\$1,500.00	\$1,000.00	\$500.00
0022	0601 0002	CLOTHING/NON-EMPLOYEES	\$4,080.00	\$2,000.00	\$2,080.00
0022	0607 0001	FOOD	\$43,760.00	\$2,500.00	\$41,260.00
0022	0610 0001	LINEN AND BEDDING	\$1,020.00	\$500.00	\$520.00
0022	0620 0002	COMPUTER HARDWARE-DP	\$250.00	\$250.00	\$0.00
0022	0621 0001	NON-MAJOR EQUIPMENT	\$3,790.00	\$1,000.00	\$2,790.00
0022	0623 0002	DIETARY UTENSILS	\$500.00	\$250.00	\$250.00
0022	0624 0001	CLEANING SUPPLIES	\$1,300.00	\$500.00	\$800.00
0022	0624 0002	PERSONAL HYGIENE SUPPLIES	\$2,250.00	\$1,000.00	\$1,250.00
0022	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$600.00	\$200.00	\$400.00
0022	0741 0001	OFFICE EQUIP/FURN. MAINT.	\$500.00	\$100.00	\$400.00
0022	0764 0001	LAUNDRY AND CLEANING	\$9,550.00	\$500.00	\$9,050.00
0022	0793 0001	TRAVEL EXPENSE	\$300.00	\$100.00	\$200.00
0022	0795 0003	TELEPHONE SERVICE	\$10,400.00	\$500.00	\$9,900.00
0024	0601 0002	CLOTHING/NON-EMPLOYEES	\$500.00	\$500.00	\$0.00
0024	0607 0001	FOOD	\$3,750.00	\$750.00	\$3,000.00
0024	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$750.00	\$100.00	\$650.00
0024	0621 0001	NON-MAJOR EQUIPMENT	\$1,000.00	\$100.00	\$900.00
0024	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$100.00	\$100.00	\$0.00

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0024 0627 0001	PHOTO SUPPLIES/FILM PROC.	\$100.00	\$100.00	\$0.00
0024 0706 0001	CONTRACT SERVICES	\$100.00	\$100.00	\$0.00
0024 0718 0001	SCHOOLING & CONFERENCES	\$7,000.00	\$1,000.00	\$6,000.00
0024 0720 0001	CARE DEPENDENT CHILDREN	\$120,000.00	\$5,000.00	\$115,000.00
0024 0723 0001	PSYCHIATRIC/PSYCHO. EXP.	\$4,000.00	\$1,000.00	\$3,000.00
0024 0741 0001	OFFICE EQUIP/FURN. MAINT.	\$200.00	\$50.00	\$150.00
0024 0752 0001	DENTAL SERVICES	\$100.00	\$100.00	\$0.00
0024 0760 0002	NON-TRAVEL BUSINESS MEALS	\$150.00	\$100.00	\$50.00
0068 0620 0001	OPERATING/OFFICE SUPPLIES	\$1,000.00	\$500.00	\$500.00
0068 0621 0001	NON-MAJOR EQUIPMENT	\$515.00	\$515.00	\$0.00
0068 0629 0001	LETTERHEAD/PRINTED FORMS	\$2,500.00	\$1,000.00	\$1,500.00
0068 0630 0001	POSTAGE	\$1,500.00	\$1,000.00	\$500.00

Sheriff (0029)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0027	0841 0001	PURCHASE OF POLICE EQUIP.	\$14,800.00	\$3,200.00	\$11,600.00
0029	0503 0001	FULL-TIME EMPLOYEES SAL.	\$679,424.00	\$21,828.00	\$657,596.00
0031	0503 0001	FULL-TIME EMPLOYEES SAL.	\$3,204,852.00	\$66,114.00	\$3,138,738.00
0033	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$130,000.00	\$10,000.00	\$120,000.00

Coroner (0031)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0038	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$9,000.00	\$1,500.00	\$7,500.00
0038	0612 0001	BOOKS/VIDEOS/PUBLICATIONS	\$900.00	\$200.00	\$700.00
0038	0621 0001	NON-MAJOR EQUIPMENT	\$3,500.00	\$800.00	\$2,700.00
0038	0711 0001	MICROFILMING SERVICES	\$6,500.00	\$3,250.00	\$3,250.00
0038	0757 0002	EMPLOYEE MEDICAL EXPENSE	\$500.00	\$200.00	\$300.00

Building & Zoning (0038)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0040	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$3,200.00	\$500.00	\$2,700.00
0040	0706 0001	CONTRACT SERVICES	\$5,000.00	\$2,000.00	\$3,000.00
0040	0718 0001	SCHOOLING & CONFERENCES	\$5,000.00	\$500.00	\$4,500.00
0040	0726 0002	EXPERT WITNESS EXPENSE	\$500.00	\$500.00	\$0.00
0040	0728 0001	TRANSCRIPT EXPENSE	\$500.00	\$500.00	\$0.00

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Parks & Recreation (0040)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0042	0790 0004	EQUIPMENT RENTAL	\$10,500.00	\$4,500.00	\$6,000.00
0042	0838 0001	PURCH. MACHINERY & EQUIP.	\$10,000.00	\$10,000.00	\$0.00

Facilities Management (0041)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0022	0801 0001	CAPITAL IMPROVEMENTS	\$5,580.00	\$5,580.00	\$0.00
0045	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$6,000.00	\$1,000.00	\$5,000.00
0046	0601 0001	CLOTHING/EMPLOYEES	\$600.00	\$600.00	\$0.00
0046	0625 0001	BLDG/GROUNDS/EQUIP.SUPPLY	\$31,830.00	\$2,500.00	\$29,330.00
0050	0503 0001	FULL-TIME EMPLOYEES SAL.	\$796,868.00	\$3,593.00	\$793,275.00
0050	0601 0001	CLOTHING/EMPLOYEES	\$1,500.00	\$500.00	\$1,000.00
0050	0795 0002	GAS SERVICE	\$175,000.00	\$5,000.00	\$170,000.00
0050	0801 0001	CAPITAL IMPROVEMENTS	\$5,500.00	\$5,500.00	\$0.00
0050	0832 0001	PUR.FURNISHINGS/OFF.EQUIP	\$70,000.00	\$70,000.00	\$0.00
0050	0835 0001	PURCH. KITCH/LNDRY EQUIP.	\$15,000.00	\$11,000.00	\$4,000.00
0050	0838 0001	PURCH. MACHINERY & EQUIP.	\$6,000.00	\$6,000.00	\$0.00
0050	0850 0001	CAPITALIZED ASSETS	\$75,300.00	\$20,000.00	\$55,300.00
0115	0503 0001	FULL-TIME EMPLOYEES SAL.	\$284,909.00	\$15,616.00	\$269,293.00
0115	0526 0001	OVERTIME PAY	\$28,000.00	\$10,000.00	\$18,000.00

Information Technologies (0043)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0047	0706 0001	CONTRACT SERVICES	\$139,000.00	\$18,000.00	\$121,000.00
0047	0795 0005	DATA COMMUNICATIONS (T-1)	\$34,000.00	\$5,000.00	\$29,000.00
0047	0833 0002	PURCHASE/COMPUTER EQUIP.	\$85,000.00	\$20,000.00	\$65,000.00
0047	0850 0001	CAPITALIZED ASSETS	\$115,000.00	\$80,000.00	\$35,000.00

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Emergency Management Agency (0047)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0052	0601 0001	CLOTHING/EMPLOYEES	\$1,000.00	\$300.00	\$700.00
0052	0608 0001	GASOLINE/OIL/DIESEL FUEL	\$5,000.00	\$1,000.00	\$4,000.00
0052	0840 0001	PURCHASE OF VEHICLES	\$2,000.00	\$2,000.00	\$0.00

Assessment Office (0049)

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0054	0503 0001	FULL-TIME EMPLOYEES SAL.	\$382,581.00	\$19,118.00	\$363,463.00
0054	0627 0001	PHOTO SUPPLIES/FILM PROC.	\$300.00	\$300.00	\$0.00
0054	0706 0006	TEMP EMPLOYMENT SRVC	\$800.00	\$800.00	\$0.00
0054	0718 0001	SCHOOLING & CONFERENCES	\$15,000.00	\$2,000.00	\$13,000.00

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

**ADOPTED** by the County Board of McLean County this 19<sup>th</sup> day of May, 2009.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> Emergency Management		<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant	
<u>Granting Agency:</u> IEMA / ITTF / TCIP		<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: April 1, 2009 End: June 30, 2010
<u>Grant Title:</u> Interoperability Communications Grant			
<u>Grant Amount:</u> \$47,000.00		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Match Amount (if applicable):</u> Required Match :\$ Overmatch: \$		<u>Expected Initial Receipt Date:</u>	
<u>Grant Total Amount:</u> \$47,000.00		<u>Source of Matching Funds (if applicable):</u>	
<u>Will it be likely to obtain this grant again next FY?</u> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td>\$</td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td>\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td>\$</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	<b>Total Personnel Cost</b>	\$	<b>Additional Expenses</b>		Subcontractors	\$	Equipment	\$	Other	\$	<b>Total Additional Expenses</b>	\$	<b>GRANT TOTAL</b>	\$	<u>Description of equipment to be purchased:</u> To develop a countywide Interoperable Communication Plan. Working with all response agencies  <u>Description of subcontracting costs:</u>  <u>Other requirements or obligations:</u>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
<b>Total Personnel Cost</b>	\$																										
<b>Additional Expenses</b>																											
Subcontractors	\$																										
Equipment	\$																										
Other	\$																										
<b>Total Additional Expenses</b>	\$																										
<b>GRANT TOTAL</b>	\$																										

*Grant Total must match "Grant Total Amount" from General Grant Information*

Responsible Personnel for Grant Reporting and Oversight: Curtis Hawk

Curtis Hawk  
Department Head Signature

4/21/09  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

## NOTICE OF GRANT AGREEMENT

### **PART I - Notice of Grant Award to McLean County**

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and McLean County, (Grantee), 104 West Front Street, Bloomington, Illinois 61701-2400.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 Interoperable Emergency Communications Grant Program (IECGP), CFDA #97.001.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$47,000.00 for the period from April 1, 2009, to June 30, 2010. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

### **PART II - Term**

The term of this Grant Agreement shall be from April 1, 2009, to June 30, 2010.

### **PART III - Scope of Work**

The Grantee agrees to complete the following activities by the conclusion of the performance period. All expenses paid submitted to the Grantor will be directly associated with the implementation of the activities listed in Part III of this agreement.

Develop and enhance interoperability communications; deliver and evaluation training, implement homeland security program; overtimes and backfill for TICP training; conduct an exercise; and implementation of HSEEP.

The Budget Detail Worksheet, provided in Attachment A, outlines the expenditures necessary to complete the Scope of Work (Part III) for this project and for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$47,000.00.

#### **PART V - Terms and Conditions**

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

**EQUIPMENT:** Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

**METHOD OF COMPENSATION:** The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **June 30, 2010**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to



State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall 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, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

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

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

**LIABILITY:** The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

**ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE:** The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

**PART VI - Assurances**

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment

activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

## **PART VII - Certification**

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 37-6001569 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent                            |
| <input type="checkbox"/> Sole Proprietorship           | <input checked="" type="checkbox"/> Governmental Entity               |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization<br>(IRC 501(a) only) |
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Trust or Estate                              |
| <input type="checkbox"/> Not-for-profit Corporation    |   |
| <input type="checkbox"/> Medical and Health Care       |   |
| <input type="checkbox"/> Services Provider Corporation |   |

### Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: **McLean County**

By: \_\_\_\_\_  
Andrew Velasquez III, Director

By: \_\_\_\_\_  
Matt Sorensen, Chairman

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**OFFICE OF THE ADMINISTRATOR**

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

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

May 6, 2009

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

From: John M. Zeunik 

Re: Final Property Tax Rate and Equalized Assessed Valuation

County Treasurer Becky McNeil announced that property tax bills will be mailed on Friday, May 8th. The first installment will be due on June 8th and the second installment will be due on September 8th. For your information and review, I have attached a spreadsheet showing the final overall tax rate, the total levy for County government, and the final equalized assessed valuation used to calculate the property tax rate. Please note that the County's overall property tax rate dropped to \$0.89659 cents per \$100 of equalized assessed value. This decrease is attributable to the 5.49% increase in the County's adjusted equalized assessed value from \$3,248,544,091 in 2008 to \$3,426,850,406 this year.

Thank you.



McLEAN COUNTY PROPERTY TAX LEVY: 2007 - 2009

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY IN 2007		PROPERTY TAX LEVY IN 2008		PROPERTY TAX LEVY IN 2009		CHANGE FROM PRIOR YEAR		% CHANGE
		PAYABLE	AMOUNT	PAYABLE	AMOUNT	PAYABLE	AMOUNT	TAX RATE	INCREASE/(DECREASE) AMOUNT	
General Fund 0001	\$0.25000	\$ 0.22933	\$ 7,043,374.52	\$ 0.23283	\$ 7,563,585.00	\$ 0.24580	\$ 8,423,198.30	\$ 0.01297	\$ 859,613.30	11.37%
Persons/Dev. Disabilities 0110	\$0.10000	\$ 0.01958	\$ 601,357.32	\$ 0.01898	\$ 616,503.00	\$ 0.01844	\$ 631,911.21	-\$0.00054	\$ 15,408.21	2.50%
TB Care & Treatment 0111	\$0.07500	\$ 0.00968	\$ 297,300.25	\$ 0.00955	\$ 310,179.00	\$ 0.00842	\$ 288,540.80	-\$0.00113	\$ (21,638.20)	-6.98%
Health Department 0112	\$0.15000	\$ 0.08679	\$ 2,665,566.98	\$ 0.08981	\$ 2,917,596.00	\$ 0.08633	\$ 2,958,399.96	-\$0.000348	\$ 40,803.96	1.40%
County Highway 0120	\$0.07500	\$ 0.07360	\$ 2,260,464.68	\$ 0.07320	\$ 2,377,782.00	\$ 0.07284	\$ 2,496,117.84	-\$0.00036	\$ 118,335.84	4.98%
Bridge Matching 0121	\$0.05000	\$ 0.04977	\$ 1,528,577.81	\$ 0.04867	\$ 1,581,000.00	\$ 0.04844	\$ 1,659,966.34	-\$0.00023	\$ 78,966.34	4.99%
County Matching 0122	\$0.03750	\$ 0.03712	\$ 1,140,060.45	\$ 0.03623	\$ 1,177,000.00	\$ 0.03604	\$ 1,235,036.89	-\$0.00019	\$ 58,036.89	4.93%
Children's Advocacy 0129	\$0.00400	\$ 0.00399	\$ 122,544.21	\$ 0.00391	\$ 127,000.00	\$ 0.00398	\$ 136,388.65	\$0.00007	\$ 9,388.65	7.39%
F I C A 0130	NONE	\$ 0.06825	\$ 2,096,151.01	\$ 0.06199	\$ 2,013,618.00	\$ 0.06360	\$ 2,179,476.86	\$0.00161	\$ 165,858.86	8.24%
I M R F 0131	NONE	\$ 0.07339	\$ 2,254,014.98	\$ 0.07565	\$ 2,457,534.00	\$ 0.07530	\$ 2,580,418.36	-\$0.00035	\$ 122,884.36	5.00%
Historical Museum 0134	\$0.00200	\$ 0.00199	\$ 61,118.54	\$ 0.00196	\$ 63,807.00	\$ 0.00193	\$ 66,138.21	-\$0.00003	\$ 2,331.21	3.65%
Tort Judgment 0135	NONE	\$ 0.07452	\$ 2,288,720.49	\$ 0.07336	\$ 2,383,049.00	\$ 0.07156	\$ 2,452,254.15	-\$0.00180	\$ 69,205.15	2.90%
Veterans Assistance 0136	\$0.03000	\$ 0.00524	\$ 160,935.28	\$ 0.00490	\$ 159,109.00	\$ 0.00494	\$ 169,286.41	\$0.00004	\$ 10,177.41	6.40%
L & J Debt Service 0161	NONE	\$ 0.06888	\$ 2,115,500.10	\$ 0.05187	\$ 1,685,000.00	\$ 0.04917	\$ 1,684,982.34	-\$0.00270	\$ (17.66)	0.00%
L & J Add'l Rental 0162	NONE	\$ 0.06488	\$ 1,992,648.75	\$ 0.06656	\$ 2,162,298.00	\$ 0.06213	\$ 2,129,102.16	-\$0.00443	\$ (33,195.84)	-1.54%
Gov't Center Debt Service 0161	NONE	\$ 0.01713	\$ 526,110.87	\$ 0.01619	\$ 526,027.00	\$ 0.01252	\$ 429,041.67	-\$0.00367	\$ (96,985.33)	-18.44%
Gov't Center Add'l Rental 0162	NONE	\$ 0.01271	\$ 390,360.14	\$ 0.01380	\$ 448,219.00	\$ 0.01311	\$ 449,260.09	-\$0.00069	\$ 1,041.09	0.23%
Cooperative Extension 0133	\$0.05000	\$ 0.01531	\$ 470,213.51	\$ 0.01498	\$ 486,700.00	\$ 0.01570	\$ 538,015.51	\$0.00072	\$ 51,315.51	10.54%
ETSB 911 Debt Service	NONE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00000	\$ -	0.00%
ETSB 911 Surcharge Abatement	NONE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00000	\$ -	0.00%
Old Courthouse Add'l Rental 0162	NONE	\$ 0.00711	\$ 218,368.26	\$ 0.00654	\$ 212,477.00	\$ 0.00634	\$ 217,262.32	-\$0.00020	\$ 4,785.32	2.25%
<b>TOTAL:</b>		\$ 0.91927	\$ 28,233,388.13	\$ 0.90097	\$ 29,268,483.00	\$ 0.89659	\$ 30,724,798.07	-\$0.00438	\$ 1,456,315.07	4.98%

Equalized Assessed Valuation: \$ 3,382,503,012.00  
 Adjusted EAV for Computing Tax Rates: \$ 3,071,283,531.00