



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

Tuesday, December 6, 2005

4:00 p.m.

1. Roll Call
2. Approval of Minutes: November 1, 2005
September 20, 2005 (Stand-up Meeting)
September 29, 2005 (Special Meeting)
3. Departmental Matters
 - A. Robert Kahman, Supervisor of Assessments
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Supervisor Of Assessments Office 0049 – Property Assessment/Review Program 0054 1-4
 - 2) Items to be Presented for Information:
 - a) General Report 5-7
 - b) Other
 - B. Don Lee, Director, Nursing Home
 - 1) Items to be Presented for Action:
 - a) Request Approval of the FY'2006 Private Pay Rate Increase to \$123.00 per day Effective January 1, 2006 8
 - 2) Items to be Presented for Information:
 - a) Monthly Reports 9-11
 - b) General Report
 - c) Other
 - C. Lee Newcom, County Recorder
 - 1) Items to be Presented for Information:
 - a) General Report 12-32
 - b) Other

- D. Jerry Vogler, Director, Veterans' Assistance Commission
- 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065 33-34
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- E. Jackie Dozier, County Auditor
- 1) Items to be Presented for Information:
 - a) Audit of Domestic Violence Multi-Disciplinary Grant 35-37
 - b) General Report
 - c) Other
- F. Becky McNeil, County Treasurer
- 1) Items to be Presented for Information:
(Documents to be provided at meeting)
 - a) Accept and place on file County Treasurer's Monthly Financial Reports as of November 30, 2005
 - b) General Report
 - c) Other
- G. Peggy Ann Milton, County Clerk
- 1) Items to be Presented for Action:
 - a) Request Approval to Increase Fees for Birth and Marriage Certificates from \$8.00 to \$10.00 and Increase Death Certificates from \$6.00 to \$8.00 38-41
 - b) Request Approval to award Bid Received from Fidler Election Company for the Purchase of DRE Voting System 42-49
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- H. John M. Zeunik, County Administrator
- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution Adopting the McLean County Cafeteria Plan, Section 125 of the Internal Revenue Service Code 50-110
 - b) Request Approval a Resolution Approving Qualified Parking Expenses as an Exclusion From the Employee's Gross Income and Establishing a Parking Expense Benefit Program 111-116

- c) Request Approval of Class D Raffle License for Central Catholic High School 117-128
- d) EXECUTIVE SESSION: Collective Bargaining
- 2) Items to be Presented for Information
 - a) Report on ASSIST First-Time Homebuyer Down Payment Assistance Program 129-136
 - b) General Report
 - c) Other

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

5. Adjournment

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Supervisor of Assessments
P.O. Box 2400
Bloomington, Illinois 61702-2400
Phone (309) 888-5130 Fax (309) 888-5208
E-mail assessor@mcleancountyil.gov

November 29, 2005

TO: Honorable Members of the McLean County Board Finance Committee

FROM: Robert T. Kahman, Supervisor of Assessments *RTK*

RE: Emergency Appropriation for Contract Services

In November 2003 the McLean County Board approved an amendment to our service contract with The Sidwell Company for conversion of the cadastral map to a digital format, which would be used in conjunction with the Geographic Information System (GIS). We anticipated most of the work in the conversion would be completed in fiscal year 2004. However, due to a backlog in cadastral maintenance, much of the conversion took place, and was completed in 2005.

Therefore, we request an emergency appropriation to cover the cost of completing the digital conversion, in the amount of \$40,395.00.

Thank you for your kind consideration.

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2005
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001, Supervisor of Assessments Office 0049
 Property Assessment/Review Program 0054

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Supervisor of Assessments Office 0049, Property Assessment/Review Program 0054; and,

WHEREAS, pursuant to a contract approved by the McLean County Board, The Sidwell Corporation agreed to update the cadastral layer of the Geographic Information System (the "GIS") in order to provide the Supervisor of Assessments Office with an accurate, up-to-date cadastral map for use during the assessment of properties in the County; and,

WHEREAS, the contract agreement provided that work on the cadastral layer of the GIS would begin during fiscal year 2004 and the work would be completed during fiscal year 2005; and,

WHEREAS, the Supervisor of Assessments Office budgeted sufficient funds in fiscal year 2004 to cover the expenses anticipated to be incurred during that fiscal year; and,

WHEREAS, as a result of a delay by the Regional Planning Commission in providing The Sidwell Corporation with needed information to begin the work on updating the cadastral layer of the GIS, the expenses incurred in fiscal year 2005 are greater than the amount budgeted by the Supervisor of Assessments Office; and,

WHEREAS, it is necessary to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance in order to appropriate sufficient funds to pay The Sidwell Corporation for the work completed on updating the cadastral layer of the GIS; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0400.0000			
Unappropriated Fund Balance	\$ 0.00	\$40,395.00	\$40,395.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Supervisor of Assessments Office 0049, Property Assessment/Review 0054 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0049-0054-0706.0001			
Contract Services	\$102,000.00	\$40,395.00	\$142,395.00

(2)

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

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

McGIS Mapping System Service Account

McLean County	\$19.00/Parcel	\$15.00/Lot	
ParcelsPast_polygon	2626		\$49,894.00
Parcels_polygon (3848 Total)			
@ Platted Sub Rate		1184	\$17,760.00
@ Reg. Pct Rate	2664		\$50,616.00
CondoImprove	907		\$17,233.00
CondoImprovePast	1		\$19.00

\$135,522.00 Total Billings Thru 07/31/2005

-\$29,127.00 Less Invoice 51807 3/18/2005

\$106,395.00

\$ 66,000.00 ← BALANCE AVAILABLE IN SUPERVISOR OF ASSESSMENTS CONTRACT SERVICES USE-17

\$ 40,395.00 ←

→ AMOUNT NEEDED TO COVER FY'2005 EXPENSES

Assessment Status Report

Township	Book to		To		Publisher	Newspaper	Date of		Final	2004		2005		Complaints		Books
	S/A	Printer	Printer	Publisher			Publication	Filing Date		Factor	Factor	Filed	Closed			
Allin	10/10/05	11/10/05	11/11/05	11/11/05	Pantagraph	Pantagraph	11/16/05	12/16/05	1.0000	1.0341	0	0				
Anchor	10/24/05	11/25/05	11/25/05	11/25/05	Ridgeview Review	Ridgeview Review	12/01/05	01/03/06	1.0322	1.0491	0	0				
Arrowsmith	07/25/05	10/05/05	10/04/05	10/04/05	Pantagraph	Pantagraph	10/11/05	11/10/05	1.1189	1.0000	5	5				
Bellflower	08/31/05	10/05/05	10/05/05	10/05/05	LeRoy Journal	LeRoy Journal	10/12/05	11/14/05	1.0000	1.0000	1	1				
Bloomington	09/12/05	11/10/05	11/11/05	11/11/05	Pantagraph	Pantagraph	11/16/05	12/16/05	1.0000	1.0128	9	9				
Blue Mound	08/08/05	08/25/05	08/25/05	08/25/05	Ridgeview Review	Ridgeview Review	09/01/05	10/03/05	1.0704	1.1040	32	32				
Cheney's Grove	09/02/05	10/10/05	10/10/05	10/10/05	Ridgeview Review	Ridgeview Review	10/13/05	11/14/05	1.0417	1.0000	9	9				
Chenoca	09/26/05	11/25/05	11/25/05	11/25/05	Chenoca Town Crier	Chenoca Town Crier	12/01/05	01/03/06	1.0000	1.0297	0	0				
City	10/24/05	11/11/05	11/11/05	11/11/05	Pantagraph	Pantagraph	11/16/05	12/16/05	1.0406	1.0300	36	36				
Cropsey	10/24/05	11/25/05	11/25/05	11/25/05	Ridgeview Review	Ridgeview Review	12/01/05	01/03/06	1.0000	1.1033	0	0				
Dale	10/17/05	11/10/05	11/11/05	11/11/05	Pantagraph	Pantagraph	11/16/05	12/16/05	1.0514	1.0158	2	2				
Danvers	09/30/05	11/15/05	11/15/05	11/15/05	Quill	Quill	11/24/05	12/27/05	1.0420	1.0044	1	1				
Dawson	09/13/05	10/07/05	10/07/05	10/07/05	Pantagraph	Pantagraph	10/13/05	11/14/05	1.1189	1.0732	20	20				
Downs	08/29/05	09/01/05	09/01/05	09/01/05	Pantagraph	Pantagraph	09/07/05	10/07/05	1.0498	1.0000	7	7				
Dry Grove	10/24/05	11/10/05	11/10/05	11/10/05	Quill	Quill	11/17/05	12/19/05	1.0729	1.0000	0	0				
Empire	11/17/05	11/28/05	11/28/05	11/28/05	LeRoy Journal	LeRoy Journal	11/30/05	12/30/05	1.0286	1.0210	0	0				
Funk's Grove	11/28/05	11/28/05	11/28/05	11/28/05	Heyworth Star	Heyworth Star	12/01/05	01/03/06	1.0000	1.0000	0	0				
Gridley	10/40/05	11/08/05	11/08/05	11/08/05	Gridley Village Times	Gridley Village Times	11/10/05	12/12/05	1.0432	1.0590	1	1				
Hudson	09/12/05	10/17/05	10/17/05	10/17/05	Quill	Quill	10/20/05	11/21/05	1.0248	1.0603	6	6				
Lawndale	10/25/05	11/25/05	11/25/05	11/25/05	Ridgeview Review	Ridgeview Review	12/01/05	01/03/06	1.0450	1.0157	0	0				
Lexington	10/06/05	11/25/05	11/25/05	11/25/05	Lexingtonian	Lexingtonian	12/01/05	01/03/06	1.0405	1.0315	0	0				
Martin	08/05/05	08/24/05	08/24/05	08/24/05	Ridgeview Review	Ridgeview Review	09/01/05	10/03/05	1.0000	1.0000	3	3				
Money Creek	10/05/05	11/18/05	11/18/05	11/18/05	Lexingtonian	Lexingtonian	11/24/05	12/27/05	1.0057	1.0815	0	0				
Mount Hope	11/28/05	11/28/05	11/28/05	11/28/05	Heyworth Star	Heyworth Star	12/01/05	01/03/06	1.0151	1.0277	0	0				
Normal	08/31/05	09/20/05	09/20/05	09/20/05	Normalite	Normalite	09/29/05	10/31/05	1.0122	1.0422	234	234				
Old Town	09/14/05	10/12/05	10/12/05	10/12/05	Pantagraph	Pantagraph	10/19/05	11/18/05	1.0432	1.0327	24	24				
Randolph	07/05/05	10/11/05	10/11/05	10/11/05	Heyworth Star	Heyworth Star	10/20/05	11/21/05	1.0400	1.0073	12	12				
Towanda	09/19/05	10/20/05	10/20/05	10/20/05	Pantagraph	Pantagraph	10/26/05	11/28/05	1.0361	1.0350	11	11				
West	08/29/05	09/02/05	09/02/05	09/02/05	LeRoy Journal	LeRoy Journal	09/07/05	10/07/05	1.1160	1.1036	3	3				
White Oak	08/30/05	09/29/05	09/29/05	09/29/05	Quill	Quill	10/06/05	11/07/05	1.0538	1.0731	16	16				
Yates	10/25/05	11/25/05	11/25/05	11/25/05	Chenoca Town Crier	Chenoca Town Crier	12/01/05	01/03/06	1.0377	1.0319	0	0				
														432		

EAV Change Current vs Prior Year

Township	2004 FINAL	2005 Tentative value	% change by the ASSR + MULTIPLIER
Allin	\$17,636,055	\$17,601,143	99.80%
Anchor	\$9,214,830	\$8,951,418	97.14%
Arrowsmith	\$12,113,979	\$11,670,293	96.34%
Bellflower	\$15,791,199	\$15,163,901	96.03%
Bloomington	\$257,487,557	\$253,451,350	98.43%
Blue Mound	\$13,087,894	\$13,160,877	100.56%
Cheney's Grove	\$15,706,055	\$15,458,030	98.42%
Chenoa	\$30,485,162	\$31,134,038	102.13%
City	\$1,352,690,251	\$1,440,858,330	106.52%
Cropsey	\$4,849,033	\$4,802,259	99.04%
Dale	\$35,519,041	\$36,326,679	102.27%
Danvers	\$34,827,585	\$34,967,564	100.40%
Dawson	\$16,291,321	\$16,729,336	102.69%
Downs	\$27,999,872	\$27,411,908	97.90%
Dry Grove	\$59,724,297	\$59,161,913	99.06%
Empire	\$69,507,099	\$72,037,377	103.64%
Funk's Grove	\$13,164,863	\$12,668,531	96.23%
Gridley	\$38,005,868	\$39,221,064	103.20%
Hudson	\$52,892,692	\$57,204,749	108.15%
Lawndale	\$7,589,579	\$7,131,793	93.97%
Lexington	\$43,724,728	\$45,072,996	103.08%
Martin	\$20,328,778	\$20,152,926	99.13%
Money Creek	\$41,555,600	\$44,638,409	107.42%
Mount Hope	\$23,693,043	\$23,477,719	99.09%
Normal	\$667,945,628	\$720,405,567	107.85%
Old Town	\$71,848,657	\$77,031,916	107.21%
Randolph	\$69,823,358	\$71,479,371	102.37%
Towanda	\$23,765,020	\$23,965,275	100.84%
West	\$11,218,551	\$10,815,832	96.41%
White Oak	\$15,140,686	\$16,180,616	106.87%
Yates	\$8,522,071	\$8,411,247	98.70%
TOTAL	\$3,082,150,352	\$3,236,744,427	105.02%

***Publication Date
Current vs Prior Year***

Median Pub Date:	10/07/04	11/16/05
	Date of	Date of
Township	2004 Publication	2005 Publication
Blue Mound	09/02/04	09/01/05
Martin	09/02/04	09/01/05
Anchor	09/02/04	12/01/05
Cropsey	09/02/04	12/01/05
Lawndale	09/02/04	12/01/05
Yates	09/02/04	12/01/05
Hudson	09/02/04	10/20/05
Normal	09/16/04	09/29/05
Downs	09/22/04	09/07/05
Allin	09/22/04	11/16/05
Arrowsmith	09/22/04	10/11/05
Dawson	09/22/04	10/13/05
Old Town	09/29/04	10/19/05
White Oak	09/30/04	10/06/05
West	10/06/04	09/07/05
Danvers	10/07/04	11/24/05
Gridley	10/21/04	11/10/05
Money Creek	10/21/04	11/24/05
Lexington	10/21/04	12/01/05
Towanda	10/21/04	10/26/05
Chenoa	10/21/04	12/01/05
Randolph	10/27/04	10/20/05
Bellflower	10/27/04	10/12/05
Empire	10/27/04	11/30/05
Dale	10/27/04	11/16/05
Cheney's Grove	10/28/04	10/13/05
Funk's Grove	11/03/04	12/01/05
Mount Hope	11/03/04	12/01/05
Dry Grove	11/04/04	11/17/05
City	11/20/04	11/16/05
Bloomington	11/22/04	11/16/05



NURSING HOME
 (309) 888-5380
 901 N. Main Normal, Illinois 61761

November 29, 2005

To: Matt Sorenson, Chairman, Finance Committee
 Members of the Finance Committee

From: Don Lee, Administrator
 McLean County Nursing Home

Re: 2006 Private Pay Rate

Each year, as the budget is reviewed, the Committee also reviews the charges for care at the McLean County Nursing Home to make certain that the Private Pay rate is adequate to cover the cost of providing care. The proposed increase was incorporated into the revenue projections of the 2006 proposed budget.

The rate is determined by a mathematical computation. The total approved budget is divided by the anticipated number of patient days to arrive at an average cost per patient day. This is then recommended to the McLean County Board for adoption as the new Private Pay rate. Below is the computation used for the 2006 fiscal year:

1. 2006 Budget		\$6,270,506
Less proposed capital expenditures		-188,770
Plus 2004 depreciation		<u>166,014</u>
Projected 2006 Cost of Operation		6,247,750
2. Average census	139 residents per day	
3. Projected days	50735 (139 X 365 days per year)	
4. Cost per day	123.14 (\$6,247,750 / 50,735)	

Because we never expend the budget request, I recommend the Committee approve the rate of \$123.00 per day effective January 1, 2006, and forward that recommendation to the McLean County Board for approval.

The daily rate for the Medicare Certified section is established at an arbitrary amount above the Private Pay rate and is only used for cost reporting purposes. I recommend that the McLean County Board maintain the daily rate for the Medicare Certified section at \$150.00 per day effective January 1, 2006.

McLEAN COUNTY NURSING HOME

ACCRUED EXPENDITURE

Prt Date November 29, 2005

	2005 BUDGET	2005 MONTHLY ALLOC	OCT,2005 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET OF BUDGET SPENT	PROJECTED EXPENSE 12/31/05
SALARIES	3,220,595	273,530	294,285	2,682,191	2,891,933	328,662	328,662	89.79%	3,472,222
IMRF	209,339	17,779	19,129	174,353	188,097	21,242	13,744	89.85%	225,840
MED/LIFE	365,085	11,643	31,007	304,071	304,047	61,038	(24)	83.28%	365,056
SOC/SEC	246,376	20,925	22,513	205,200	221,376	25,000	16,175	89.85%	265,797
VAC LIAB	25,000	2,123	2,123	20,822	20,805	4,195	(17)	83.22%	24,980
SELLBACK	0	0	0	0	0	61,226	0	0.00%	#DIV/0!
PERSONNEL	4,066,394	326,001	369,057	3,386,638	3,687,483	440,137	239,620	90.68%	4,353,895
COMMODITIES	642,965	54,608	53,816	535,511	518,012	124,953	(17,499)	80.57%	621,955
CONTRACTUAL	1,297,036	109,395	106,381	1,080,271	910,413	386,623	(169,858)	70.19%	1,093,094
CAPITAL	189,438	16,089	(1,448)	157,778	90,674	98,764	(67,104)	47.86%	0
GRAND TOTAL	6,195,833	506,093	527,807	5,160,198	5,206,582	989,251	46,385	84.03%	6,068,944

McLEAN COUNTY NURSING HOME

ACCRUED REVENUE

Prt Date November 29, 2005

	2005 BUDGET	2005 MONTHLY ALLOC	OCT,2005 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	OF BUDGET OF BUDGET SPENT	PROJECTED REVENUE 12/31/05
MEDICARE REVENUE	775,400	65,856	50,727	645,813	579,208	196,192	(66,604)	74.70%	695,431
IDPA REVENUE	2,581,280	219,232	297,355	2,149,888	2,685,731	(104,451)	535,843	104.05%	3,224,644
SCHOOLING REIMB	0	0	0	0	265	(265)	265	#DIV/0!	318
WDC LAUNDRY	7,100	603	0	5,913	5,171	1,929	(743)	72.82%	6,208
JDC FOOD	31,501	2,675	0	26,236	22,168	9,333	(4,069)	70.37%	26,616
MEALS	500	42	9	416	488	12	72	97.65%	586
PVT PAY REVENUE	1,862,960	158,224	142,798	1,551,616	1,656,086	206,874	104,470	88.90%	1,988,393
UNCLASS	7,300	620	88	6,080	3,736	3,564	(2,344)	51.18%	4,486
INTEREST EARNED	41,604	3,533	7,599	34,651	65,235	(23,631)	30,584	156.80%	78,325
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	424,373	36,043	42,078	353,450	415,002	9,371	61,552	97.79%	498,276
TELEPHONE REIMB	0	0	960	0	11,040	(11,040)	11,040	#DIV/0!	13,255
TOTAL ACC REVENUE	5,732,018	486,829	541,613	4,774,064	5,444,129	287,889	670,065	94.98%	6,536,537
TOTAL ACC REVENUE	5,732,018	486,829	541,613	4,774,064	5,444,129	287,889	670,065	94.98%	6,536,537
LESS ACCRUED EXPENSE	(6,195,833)	(506,093)	(527,807)	(5,160,198)	(5,206,582)	(989,251)	(46,385)	84.03%	(6,068,944)
ACC REV - (ACC EXP)	(463,815)	(19,264)	13,806	(386,133)	237,547	(701,362)	623,681		467,593
PLUS CAP EXP	0	16,089	(1,448)	157,778	90,674	98,764	(67,104)		0
ACC BALANCE	(463,815)	(3,174)	12,359	(228,355)	328,222	(602,599)	556,576		467,593

McLEAN COUNTY NURSING HOME
 OCTOBER 31 DAYS
 DAILY CENSUS 2005

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

CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
MEDICARE	5	5	5	5	5	5	4	4	4	4	4	3	3	4	4	4	5	5	4	4	3	3	3	3	4	4	4	5	5	5	6	131	
PA SKILL	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	65	
PA INT	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	127		
PP SKILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PP INT	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0		
SUB TOTAL	13	13	13	12	13	14	13	13	13	14	13	11	11	11	12	12	11	13	14	13	14	13	13	13	13	14	14	14	15	15	15	409	

NON-CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
PA SKILL	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	62	
PA INT	89	89	89	88	89	88	88	87	87	87	88	89	89	89	89	89	89	89	89	89	90	89	89	89	90	90	90	90	90	90	90	2759	
PP SKILL	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	93		
PP INT	36	36	36	36	36	36	36	36	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	36	36	36	36	35	1099			
SUB TOTAL	130	130	130	129	130	129	129	127	127	127	128	129	129	129	129	129	129	129	129	129	130	129	129	130	131	131	131	131	131	130	4013		

TOTAL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG
MEDICARE	5	5	5	5	5	5	4	4	4	4	4	3	3	4	4	4	5	5	4	4	3	3	3	3	4	4	4	5	5	5	6	131	
PA SKILL	5	5	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	127		
PA INT	93	93	93	92	94	95	94	94	93	94	94	94	94	94	94	94	93	93	94	94	95	96	95	95	96	96	96	96	96	95	2926		
PP SKILL	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	93		
PP INT	37	37	37	37	37	37	37	37	36	36	36	36	36	36	36	36	37	37	37	37	37	37	37	37	38	38	38	38	37	1145			
TOT IN HOUSE	143	143	143	141	143	144	142	142	140	141	141	140	140	141	141	141	142	143	143	142	143	142	142	143	143	145	145	146	146	145	4422		
PP BED HOLD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2		
PA BED HOLD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL CENSUS	143	143	143	143	144	144	143	143	142	143	142	141	141	142	142	142	144	144	143	143	143	143	143	144	145	145	146	146	146	146	143.5		
VACANCIES	7	7	7	7	6	6	7	7	8	7	8	9	9	8	8	8	6	6	7	7	7	7	7	6	5	5	5	4	4	4	4		

McLEAN COUNTY NURSING HOME

CENSUS Report - 2005

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	10.94	46.48	87.16	144.58	2.45	147.03	2.97
FEBRUARY	9.36	46.64	88.68	144.68	0.68	145.36	4.64
MARCH	6.16	50.26	90.61	147.03	1.26	148.29	1.71
APRIL	4.43	45.50	90.37	140.30	1.23	141.53	8.47
MAY	5.45	43.39	89.32	138.16	1.19	139.35	10.65
JUNE	5.27	45.57	92.07	142.90	1.77	144.67	5.33
JULY	4.03	46.90	92.13	143.06	1.35	144.42	5.58
AUGUST	4.26	43.97	93.23	141.45	1.23	142.68	7.32
SEPTEMBER	5.47	41.73	97.90	145.10	1.07	146.17	3.83
OCTOBER	4.23	39.94	98.48	142.65	0.81	143.45	6.55
NOVEMBER							
DECEMBER							
YTD AVERAGE	5.96	45.04	91.99	142.99	1.30	144.29	5.71
% OF CAPACITY	3.97%	30.03%	61.33%	95.33%	0.87%	96.20%	3.80%



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

December 6, 2005

To: Honorable Members of the Finance Committee

From: Lee Newcom, County Recorder

For your information and approval at your December 6, 2005, meeting I present the following attached documents and action items.

- I. Information:
 - A. October monthly financial reports.

FOR THE MONTH OF OCTOBER 2005

Description	Revenue Account #	GL Balance	Recorder's Rcpts	PLUS 09/30/2005	Less 10/31/2005	Total	Difference
		As Of 10/31/2005	For the Month Of October 2005	Rec Rcpts Dep To GL 10/03/2005	Rec Rcpts Dep To GL 11/01/2005		
Copy Fees	0001-0006-0008 0410-0008	1,364.10	1,373.40	40.00	(28.30)	1,385.10	(21.00)
Recording Fees	0001-0006-0008 0410-0029	52,880.00	52,912.00	3,205.00	(3,237.00)	52,880.00	-
County Revenue Stamps	0001-0006-0008 0410-0032	41,666.75	42,158.75	2,106.00	(2,598.00)	41,666.75	-
Micro Film Sales	0001-0006-0008 0410-0128	-	-	-	-	-	-
Compact Disc Sales	0001-0006-0008 0410-0132	280.00	280.00	-	-	280.00	-
Rental HSG Support Program	0001-0006-0008 0410-0195	3,094.00	3,109.00	174.00	(189.00)	3,094.00	-
Document Storage	0137-0006-0008 0410-0089	10,218.00	10,191.00	618.00	(591.00)	10,218.00	-
GIS Document Storage	0137-0006-0008 0410-0181	3,406.00	3,397.00	206.00	(197.00)	3,406.00	-
GIS Fund	0167-0006-0008 0410-0181	16,745.00	16,718.00	1,012.00	(985.00)	16,745.00	-

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

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

Explanation of Differences: The above difference is due to write off on October 05, 2005 of NSF checks from D. Stork, Ck #2446, dated 07/30/04, for the amount of \$10, and Ck #2450, dated 08/09/04, for the amount of \$11. The offices of the Treasurer and the State's Attorney were unable to collect.

DON EVERHART
CHIEF DEPUTY RECORDER



Year-to-date Totals through October, 2005

Account #	Account Description	Month-to-date Totals			Year-to-date Totals through October, 2005				
		Cash/Check/Change	Charge	Charges Paid	Total	Cash/Check/Change	Charge	Charges Paid	Total
101-0-0-201-070-034	Due Idor-Rental Hsg Prog	\$27,981.00	\$0.00	\$0.00	\$27,981.00	\$82,296.00	\$0.00	\$0.00	\$82,296.00
101-6-8-410-008-034	Copy Fees	\$1,373.40	\$0.00	\$0.00	\$1,373.40	\$21,446.40	\$25.00	\$25.00	\$21,441.40
101-6-8-410-029-035	Recording Fees	\$52,626.00	\$328.00	\$42.00	\$52,912.00	\$496,960.00	\$3,103.00	\$2,737.00	\$497,326.00
101-6-8-410-032-036	County Revenue Stamps	\$42,158.75	\$0.00	\$0.00	\$42,158.75	\$371,374.75	\$0.00	\$0.00	\$371,374.75
101-6-8-410-111-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-6-8-410-128-100	Microfilm Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$2,145.00	\$0.00	\$0.00	\$2,145.00
101-6-8-410-132-100	Compact Disc Sales	\$280.00	\$0.00	\$0.00	\$280.00	\$1,260.00	\$0.00	\$0.00	\$1,260.00
101-6-8-410-195-035	Rental Hsg Support Progm	\$3,109.00	\$0.00	\$0.00	\$3,109.00	\$9,144.00	\$0.00	\$0.00	\$9,144.00
116-8-4-102-222-222	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
116-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-6-8-410-089-284	Document Storage	\$10,029.00	\$186.00	\$24.00	\$10,191.00	\$97,696.00	\$1,707.00	\$1,558.00	\$97,845.00
37-6-8-410-181-100	Gis Document Storage	\$3,343.00	\$62.00	\$8.00	\$3,397.00	\$32,444.00	\$505.00	\$398.00	\$32,551.00
51-0-0-126-001-903	State Revenue Stamps	\$84,317.50	\$0.00	\$0.00	\$84,317.50	\$742,725.50	\$0.00	\$0.00	\$742,725.50
67-6-8-410-181-100	Gis Fund	\$16,610.00	\$124.00	\$16.00	\$16,718.00	\$94,179.00	\$1,106.00	\$978.00	\$94,307.00
Final Total:		\$241,827.65	\$700.00	\$90.00	\$242,437.65	\$1,951,670.65	\$6,441.00	\$5,696.00	\$1,952,415.65

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0032							
DESCRIPTION: Sale Of Revenue Stamps							
BEGINNING BALANCE							
	10/03/2005	504030	RA	CountyRevs	County Rev Stamp Sales	375,000.00	327,110.00-
	10/04/2005	504050	RA	CountyRevs	County Rev Stamp Sales		2,106.00-
	10/05/2005	504092	RA	CountyRevs	County Rev Stamp Sales		3,097.25-
	10/06/2005	504121	RA	CountyRevs	County Rev Stamp Sales		2,426.50-
	10/07/2005	504138	RA	CountyRevs	County Rev Stamp Sales		2,729.00-
	10/10/2005	504151	RA	CountyRevs	County Rev Stamp Sales		1,498.25-
	10/11/2005	504178	RA	CountyRevs	County Rev Stamp Sales		393.00-
	10/12/2005	504212	RA	CountyRevs	County Rev Stamp Sales		1,865.00-
	10/13/2005	504230	RA	CountyRevs	County Rev Stamp Sales		3,232.50-
	10/14/2005	504256	RA	CountyRevs	County Rev Stamp Sales		2,219.25-
	10/17/2005	504276	RA	CountyRevs	County Rev Stamp Sales		2,611.50-
	10/18/2005	504297	RA	CountyRevs	County Rev Stamp Sales		968.75-
	10/19/2005	504337	RA	CountyRevs	County Rev Stamp Sales		3,542.00-
	10/20/2005	504360	RA	CountyRevs	County Rev Stamp Sales		2,180.50-
	10/21/2005	504377	RA	CountyRevs	County Rev Stamp Sales		3,469.00-
	10/24/2005	504389	RA	CountyRevs	County Rev Stamp Sales		1,358.50-
	10/25/2005	504411	RA	CountyRevs	County Rev Stamp Sales		1,674.25-
	10/26/2005	504449	RA	CountyRevs	County Rev Stamp Sales		1,051.50-
	10/27/2005	504461	RA	CountyRevs	County Rev Stamp Sales		1,465.50-
	10/28/2005	504481	RA	CountyRevs	County Rev Stamp Sales		2,163.00-
	10/31/2005	504492	RA	CountyRevs	County Rev Stamp Sales		966.50-
							649.00-
MONTH TOTAL: OCTOBER 2005						.00	41,666.75-
	11/01/2005	504507	RA	CountyRevs	County Rev Stamp Sales		2,598.00-
	11/02/2005	504541	RA	CountyRevs	County Rev Stamp Sales		1,406.00-
	11/03/2005	504569	RA	CountyRevs	County Rev Stamp Sales		2,773.75-
MONTH TOTAL: NOVEMBER 2005						.00	6,777.75-
Base Acct#/Detl Acct# TOTAL: Rev.Stamps						375,000.00	375,554.50-
Sub-Dept. TOTAL : LEGAL REC.						375,000.00	375,554.50-
Department TOTAL : CO.RECORDR						375,000.00	375,554.50-
Fund TOTAL : GEN. FUND						375,000.00	375,554.50-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0132							
	10/05/2005	504092	RA	CD Sales	BEGINNING BALANCE	.00	980.00-
	10/14/2005	504256	RA	CD Sales	Compact Disk Sales		100.00-
	10/17/2005	504276	RA	CD Sales	Compact Disk Sales		100.00-
					Compact Disk Sales		80.00-
	MONTH TOTAL: OCTOBER 2005					.00	280.00-
	11/03/2005	504569	RA	CD Sales	Compact Disk Sales		100.00-
	MONTH TOTAL: NOVEMBER 2005					.00	100.00-
	Base Acct#/Det1 Acct# TOTAL: CDiskSales						
	Sub-Dept. TOTAL : LEGAL REC.					.00	1,360.00-
	Department TOTAL : CO.RECORDR					.00	1,360.00-
	Fund TOTAL : GEN. FUND					.00	1,360.00-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0195							
DESCRIPTOR: Rental Hsg Support Progra							
BEGINNING BALANCE							
	10/03/2005	504030	RA	Hsg sppt	Rental Hsg Support Progra	.00	5,861.00-
	10/04/2005	504050	RA	Hsg sppt	Rental Hsg Support Progra		174.00-
	10/05/2005	504092	RA	Hsg sppt	Rental Hsg Support Progra		119.00-
	10/06/2005	504121	RA	Hsg sppt	Rental Hsg Support Progra		166.00-
	10/07/2005	504138	RA	Hsg sppt	Rental Hsg Support Progra		179.00-
	10/10/2005	504151	RA	Hsg sppt	Rental Hsg Support Progra		156.00-
	10/11/2005	504178	RA	Hsg sppt	Rental Hsg Support Progra		119.00-
	10/12/2005	504212	RA	Hsg sppt	Rental Hsg Support Progra		161.00-
	10/13/2005	504230	RA	Hsg sppt	Rental Hsg Support Progra		138.00-
	10/14/2005	504256	RA	Hsg sppt	Rental Hsg Support Progra		177.00-
	10/17/2005	504276	RA	Hsg sppt	Rental Hsg Support Progra		190.00-
	10/18/2005	504297	RA	Hsg sppt	Rental Hsg Support Progra		109.00-
	10/19/2005	504337	RA	Hsg sppt	Rental Hsg Support Progra		133.00-
	10/20/2005	504360	RA	Hsg sppt	Rental Hsg Support Progra		165.00-
	10/21/2005	504377	RA	Hsg sppt	Rental Hsg Support Progra		151.00-
	10/24/2005	504389	RA	Hsg sppt	Rental Hsg Support Progra		117.00-
	10/25/2005	504411	RA	Hsg sppt	Rental Hsg Support Progra		130.00-
	10/26/2005	504449	RA	Hsg sppt	Rental Hsg Support Progra		167.00-
	10/27/2005	504461	RA	Hsg sppt	Rental Hsg Support Progra		139.00-
	10/28/2005	504481	RA	Hsg sppt	Rental Hsg Support Progra		155.00-
	10/31/2005	504492	RA	Hsg sppt	Rental Hsg Support Progra		122.00-
							127.00-
							3,094.00-
							189.00-
							130.00-
							164.00-
							483.00-
							9,438.00-
							9,438.00-
							9,438.00-
							9,438.00-
							9,438.00-

MONTH TOTAL: OCTOBER 2005

MONTH TOTAL: NOVEMBER 2005

Base Acct#/Detl Acct# TOTAL: Rnt1HsgPrg
 Sub-Dept. TOTAL : LEGAL REC.
 Department TOTAL : CO.RECORDR

Fund TOTAL : GEN. FUND

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0137-0006-0008 0410-0089							
DESCRIPTION: Document Storage Fees							
BEGINNING BALANCE							
	10/03/2005	504030	RA	Recorder D	Recorder Document Storage	120,000.00	87,033.00-
		504030	RA	Doc St Ch	Document Storage Charges		612.00-
	10/04/2005	504050	RA	Recorder D	Recorder Document Storage		6.00-
	10/05/2005	504092	RA	Recorder D	Recorder Document Storage		408.00-
		504092	RA	Doc St Ch	Document Storage Charges		558.00-
	10/06/2005	504121	RA	Recorder D	Recorder Document Storage		9.00-
	10/07/2005	504138	RA	Recorder D	Recorder Document Storage		543.00-
	10/10/2005	504151	RA	Recorder D	Recorder Document Storage		519.00-
		504151	RA	Doc St Ch	Document Storage Charges		390.00-
	10/11/2005	504178	RA	Recorder D	Recorder Document Storage		3.00-
		504672	RA	Doc St Ch	Document Storage Charges		504.00-
	10/12/2005	504212	RA	Recorder D	Recorder Document Storage		6.00-
	10/13/2005	504230	RA	Recorder D	Recorder Document Storage		438.00-
	10/14/2005	504256	RA	Recorder D	Recorder Document Storage		552.00-
	10/17/2005	504276	RA	Recorder D	Recorder Document Storage		612.00-
		504276	RA	Doc St Ch	Document Storage Charges		366.00-
	10/18/2005	504297	RA	Recorder D	Recorder Document Storage		9.00-
	10/19/2005	504337	RA	Recorder D	Recorder Document Storage		420.00-
	10/20/2005	504360	RA	Recorder D	Recorder Document Storage		507.00-
		504676	RA	Doc St Ch	Document Storage Charges		483.00-
	10/21/2005	504377	RA	Recorder D	Recorder Document Storage		21.00-
		504377	RA	Doc St Ch	Document Storage Charges		366.00-
	10/24/2005	504389	RA	Recorder D	Recorder Document Storage		63.00-
		504389	RA	Doc St Ch	Document Storage Charges		408.00-
	10/25/2005	504411	RA	Recorder D	Recorder Document Storage		12.00-
		504411	RA	Doc St Ch	Document Storage Charges		519.00-
	10/26/2005	504449	RA	Recorder D	Recorder Document Storage		33.00-
		504449	RA	Doc St Ch	Document Storage Charges		438.00-
	10/27/2005	504461	RA	Recorder D	Recorder Document Storage		30.00-
	10/28/2005	504481	RA	Recorder D	Recorder Document Storage		489.00-
	10/31/2005	504492	RA	Recorder D	Recorder Document Storage		477.00-
							417.00-
MONTH TOTAL: OCTOBER 2005						.00	10,218.00-
MONTH TOTAL: NOVEMBER 2005						.00	1,554.00-
Base Acct#/Detl Acct# TOTAL: Doc Stora						120,000.00	98,805.00-
Sub-Dept. TOTAL : LEGAL REC.						120,000.00	98,805.00-
Department TOTAL : CO.RECORDR						120,000.00	98,805.00-
Fund TOTAL : RECORD DOC						120,000.00	98,805.00-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0137-0006-0008 0410-0181							
DESCRIPTION: GIS Document Fees							
BEGINNING BALANCE							
	10/03/2005	504030	RA	Rec-GIS DS	Recorder-GIS Doc Storage	.00	28,947.00-
		504030	RA	GIS Doc Ch	GIS Document Storage Char		204.00-
	10/04/2005	504050	RA	Rec-GIS DS	Recorder-GIS Doc Storage		2.00-
	10/05/2005	504092	RA	Rec-GIS DS	Recorder-GIS Doc Storage		136.00-
		504092	RA	GIS Doc Ch	GIS Document Storage Char		186.00-
	10/06/2005	504121	RA	Rec-GIS DS	Recorder-GIS Doc Storage		3.00-
	10/07/2005	504138	RA	Rec-GIS DS	Recorder-GIS Doc Storage		181.00-
	10/10/2005	504151	RA	Rec-GIS DS	Recorder-GIS Doc Storage		173.00-
		504151	RA	GIS Doc Ch	GIS Document Storage Char		130.00-
	10/11/2005	504178	RA	Rec-GIS DS	Recorder-GIS Doc Storage		1.00-
		504178	RA	GIS Doc Ch	GIS Document Storage Char		168.00-
	10/12/2005	504672	RA	Rec-GIS DS	Recorder-GIS Doc Storage		2.00-
	10/13/2005	504212	RA	Rec-GIS DS	Recorder-GIS Doc Storage		146.00-
	10/14/2005	504230	RA	Rec-GIS DS	Recorder-GIS Doc Storage		184.00-
	10/14/2005	504256	RA	Rec-GIS DS	Recorder-GIS Doc Storage		204.00-
	10/17/2005	504276	RA	Rec-GIS DS	Recorder-GIS Doc Storage		122.00-
		504276	RA	GIS Doc Ch	GIS Document Storage Char		3.00-
	10/18/2005	504297	RA	Rec-GIS DS	Recorder-GIS Doc Storage		140.00-
	10/19/2005	504337	RA	Rec-GIS DS	Recorder-GIS Doc Storage		169.00-
	10/20/2005	504360	RA	Rec-GIS DS	Recorder-GIS Doc Storage		161.00-
		504676	RA	Rec-GIS DS	Recorder-GIS Doc Storage		7.00-
	10/21/2005	504377	RA	Rec-GIS DS	Recorder-GIS Doc Storage		122.00-
		504377	RA	GIS Doc Ch	GIS Document Storage Char		21.00-
	10/24/2005	504389	RA	Rec-GIS DS	Recorder-GIS Doc Storage		136.00-
		504389	RA	GIS Doc Ch	GIS Document Storage Char		4.00-
	10/25/2005	504411	RA	Rec-GIS DS	Recorder-GIS Doc Storage		173.00-
		504411	RA	GIS Doc Ch	GIS Document Storage Char		11.00-
	10/26/2005	504449	RA	Rec-GIS DS	Recorder-GIS Doc Storage		146.00-
		504449	RA	GIS Doc Ch	GIS Document Storage Char		10.00-
	10/27/2005	504461	RA	Rec-GIS DS	Recorder-GIS Doc Storage		163.00-
	10/28/2005	504481	RA	Rec-GIS DS	Recorder-GIS Doc Storage		159.00-
	10/31/2005	504492	RA	Rec-GIS DS	Recorder-GIS Doc Storage		139.00-
MONTH TOTAL: OCTOBER 2005						.00	3,406.00-
MONTH TOTAL: NOVEMBER 2005						.00	518.00-
Base Acct#/Detl Acct# TOTAL: GIS Doc Fe						.00	32,871.00-
Sub-Dept. TOTAL : LEGAL REC.						.00	32,871.00-
Department TOTAL : CO.RECORDR						.00	32,871.00-
Fund TOTAL : RECORD DOC						.00	32,871.00-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0167-0006-0008 0410-0181							
DESCRIPTION: GIS Document Fees							
					BEGINNING BALANCE		
	10/03/2005	504030	RA	Rec GIS Fu	Recorder-GIS Fund	100,000.00	76,575.00-
		504030	RA	GIS Fd Ch	GIS Fund Charges		1,008.00-
	10/04/2005	504050	RA	Rec GIS Fu	Recorder-GIS Fund		4.00-
	10/05/2005	504092	RA	Rec GIS Fu	Recorder-GIS Fund		662.00-
		504092	RA	GIS Fd Ch	GIS Fund Charges		900.00-
	10/06/2005	504121	RA	Rec GIS Fu	Recorder-GIS Fund		6.00-
	10/07/2005	504138	RA	Rec GIS Fu	Recorder-GIS Fund		905.00-
	10/10/2005	504151	RA	Rec GIS Fu	Recorder-GIS Fund		862.00-
		504151	RA	GIS Fd Ch	GIS Fund Charges		650.00-
	10/11/2005	504178	RA	Rec GIS Fu	Recorder-GIS Fund		2.00-
		504672	RA	GIS Fd Ch	GIS Fund Charges		837.00-
	10/12/2005	504212	RA	Rec GIS Fu	Recorder-GIS Fund		4.00-
	10/13/2005	504230	RA	Rec GIS Fu	Recorder-GIS Fund		727.00-
	10/14/2005	504256	RA	Rec GIS Fu	Recorder-GIS Fund		920.00-
	10/17/2005	504276	RA	Rec GIS Fu	Recorder-GIS Fund		1,020.00-
		504276	RA	GIS Fd Ch	GIS Fund Charges		607.00-
	10/18/2005	504297	RA	Rec GIS Fu	Recorder-GIS Fund		6.00-
	10/19/2005	504337	RA	Rec GIS Fu	Recorder-GIS Fund		697.00-
	10/20/2005	504360	RA	Rec GIS Fu	Recorder-GIS Fund		842.00-
		504676	RA	GIS Fd Ch	GIS Fund Charges		802.00-
	10/21/2005	504377	RA	Rec GIS Fu	Recorder-GIS Fund		14.00-
	10/24/2005	504389	RA	Rec GIS Fu	Recorder-GIS Fund		610.00-
		504389	RA	GIS Fd Ch	GIS Fund Charges		42.00-
	10/25/2005	504411	RA	Rec GIS Fu	Recorder-GIS Fund		677.00-
		504411	RA	GIS Fd Ch	GIS Fund Charges		8.00-
	10/26/2005	504449	RA	Rec GIS Fu	Recorder-GIS Fund		862.00-
		504449	RA	GIS Fd Ch	GIS Fund Charges		22.00-
	10/27/2005	504461	RA	Rec GIS Fu	Recorder-GIS Fund		730.00-
	10/28/2005	504481	RA	Rec GIS Fu	Recorder-GIS Fund		20.00-
	10/31/2005	504492	RA	Rec GIS Fu	Recorder-GIS Fund		812.00-
MONTH TOTAL: OCTOBER 2005						.00	16,745.00-
	11/01/2005	504507	RA	Rec GIS Fu	Recorder-GIS Fund		985.00-
	11/02/2005	504541	RA	Rec GIS Fu	Recorder-GIS Fund		714.00-
		504541	RA	GIS Fd Ch	GIS Fund Charges		2.00-
	11/03/2005	504569	RA	Rec GIS Fu	Recorder-GIS Fund		865.00-
		504569	RA	GIS Fd Ch	GIS Fund Charges		6.00-
MONTH TOTAL: NOVEMBER 2005						.00	2,572.00-
Base Acct#/Detl Acct# TOTAL: GIS Doc Fe						100,000.00	95,892.00-
Sub-Dept. TOTAL : LEGAL REC.						100,000.00	95,892.00-
Department TOTAL : CO.RECORDR						100,000.00	95,892.00-
Fund TOTAL : GIS FEES						100,000.00	95,892.00-

STATE STAMP INVENTORY AND RECEIPTS TO GENERAL LEDGER FOR OCTOBER 2005				
RECORDER				
Inventory as of 09/30/2005	36,327.15	A		40,924.15 I
Inventory Purchases for October 2005	137,290.00	B		136,905.00 J
Less stamps damaged or issued in error for October 2005	-	C		
Less inventory as of 10/31/2005	(89,299.65)	D		
Total Receipts for October 2005	84,317.50	E=SUM(A:D)		(94,495.65) K
Plus 09/30/2005 Receipts	4,212.00	F		
Less 10/31/2005 Receipts	(5,196.00)	G		
Total	83,333.50	H=SUM(E:G)		83,333.50 M=SUM(I:K)
<p>B = Amount includes an IDOR credit of \$385.00 C = Stamps were voided and will be or have been submitted to IDOR for credit F = Receipts for the last business day of previous month G = Receipts for the last business day of report month Adjustments are made by F & G because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.</p>				
DON EVERHART				
CHIEF DEPUTY RECORDER				

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register +/- (-)	Stamp Purchases
10/03/2005	30,132.65	6,194.50		
10/04/2005	25,279.65	4,853.00		
10/05/2005	19,821.65	5,458.00		
10/06/2005	94,877.15	2,996.50		78,052.00
10/07/2005	94,091.15	786.00		
10/10/2005	90,361.15	3,730.00		
10/11/2005	83,896.15	6,465.00		
10/12/2005	79,457.65	4,438.50		
10/13/2005	74,234.65	5,223.00		
10/14/2005	72,297.15	1,937.50		
10/17/2005	65,213.15	7,084.00		
10/18/2005	60,852.15	4,361.00		
10/19/2005	53,914.15	6,938.00		
10/20/2005	51,197.15	2,717.00		
10/21/2005	47,848.65	3,348.50		
10/24/2005	45,745.65	2,103.00		
10/25/2005	42,814.65	2,931.00		
10/26/2005	38,488.65	4,326.00		
10/27/2005	95,793.65	1,933.00		59,238.00
10/28/2005	94,495.65	1,298.00		
10/31/2005	89,299.65	5,196.00		
October Total:	84,317.50	84,317.50	-	137,290.00

Day Average: 4,015.12

don.everhart:
 \$ 385.00 IDOR credit (Sept 16, 2005)
 \$ 77667.00 purchase

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register +/- (-)	Stamp Purchases
09/01/2005	57,229.65	4,598.00		
09/02/2005	53,003.65	4,226.00		
09/06/2005	47,044.65	5,959.00		
09/07/2005	44,079.65	2,965.00		
09/08/2005	40,771.15	3,308.50		
09/09/2005	35,439.15	5,332.00		
09/12/2005	35,439.15	-		
09/13/2005	35,439.15	-		
09/14/2005	35,439.15	-		
09/15/2005	31,833.65	3,605.50		
09/16/2005	25,075.65	6,373.00	385.00	
09/19/2005	19,272.65	5,803.00		
09/20/2005	77,608.65	6,096.00		
09/21/2005	69,422.15	8,186.50		
09/22/2005	63,566.65	5,855.50		
09/23/2005	57,010.65	6,556.00		
09/26/2005	51,852.15	5,158.50		
09/27/2005	48,290.65	3,561.50		
09/28/2005	42,876.15	5,414.50		
09/29/2005	40,539.15	2,337.00		
09/30/2005	36,327.15	4,212.00		
September Total:		89,547.50	385.00	64,432.00
	Day Average:	4,264.17		

don.everhart:
Stamp issued in excess. Stamp voided & will be submitted to IDOR for credit.
File # 2005-27402

don.everhart:
\$ 128.00 IDOR credit (Aug 18, 2005)
\$ 64304.00 purchase

DON EVERHART
CHIEF DEPUTY RECORDER

19 2005

MONTH OF OCTOBER

DATE	(A)		TOTAL OF COLUMNS (A) AND (B)
	ASCENDING REGISTER	DESCENDING REGISTER	
10/3	27624935	3013265	
10/4	28110235	2527965	
10/5	28656035	1982165	
10/6	28955685	9487715	
10/7	29034285	9409115	
10/10	29407285	9036115	
10/11	30053785	8389615	
10/12	30497635	7945765	
10/13	31019935	7423465	
10/14	31213685	7229715	
10/17	31922085	6521315	
10/18	32358185	6085215	
10/19	33051985	5391415	
10/20	33323685	5119715	
10/21	33658535	4784865	
10/24	33868835	4574565	
10/25	34161935	4281865	
10/26	34594535	3848865	
10/27	34787835	9579365	
10/28	34917635	9449565	
10/31	35437235	8929965	

19 2005

MONTH OF SEPTEMBER

DATE	(A)		TOTAL OF COLUMNS (A) AND (B)
	ASCENDING REGISTER	DESCENDING REGISTER	
9/1	18472036	51722965	
9/2	18894635	5300365	
9/6	19490535	4704465	
9/7	19787035	4407965	
9/8	20117885	4077115	
9/9	20651085	3543915	
9/15	21071635	3183365	
9/16	21687435	2507565	
9/19	22267735	1927265	
9/20	22877335	1760865	
9/21	23695985	1694215	
9/22	24281535	1635665	
9/23	24937135	15701065	
9/24	25452985	15185215	
9/27	25809135	14829065	
9/28	26350585	14287615	
9/29	26584285	14053915	
9/30	27005485	13632715	

METER RECORD BOOK (STATE REVENUE STAMPS) FOR SEPTEMBER 2005 AND OCTOBER 2005

Recorder's Receivable Reconciliation

Oct 05

<u>Date</u>		<u>General 0001</u>	<u>Doc Storage 0137</u>	<u>GIS 0167</u>
10/03/2005	Recorder	1,402.00	1,060.00	530.00
10/04/2005	General Ledger	1,402.00	1,060.00	530.00
	Difference	-	-	-
10/04/2005	Recorder	1,417.00	1,072.00	536.00
10/05/2005	General Ledger	1,417.00	1,072.00	536.00
	Difference	-	-	-
10/05/2005	Recorder	1,417.00	1,072.00	536.00
10/06/2005	General Ledger	1,417.00	1,072.00	536.00
	Difference	-	-	-
10/06/2005	Recorder	1,412.00	1,068.00	534.00
10/07/2005	General Ledger	1,412.00	1,068.00	534.00
	Difference	-	-	-
10/07/2005	Recorder	1,417.00	1,072.00	536.00
10/10/2005	General Ledger	1,417.00	1,072.00	536.00
	Difference	-	-	-
10/10/2005	Recorder	1,427.00	1,080.00	540.00
10/11/2005	General Ledger	1,427.00	1,080.00	540.00
	Difference	-	-	-
10/11/2005	Recorder	1,427.00	1,080.00	540.00
10/12/2005	General Ledger	1,427.00	1,080.00	540.00
	Difference	-	-	-
10/12/2005	Recorder	1,427.00	1,080.00	540.00
10/13/2005	General Ledger	1,427.00	1,080.00	540.00
	Difference	-	-	-
10/13/2005	Recorder	1,427.00	1,080.00	540.00
10/14/2005	General Ledger	1,427.00	1,080.00	540.00
	Difference	-	-	-
10/14/2005	Recorder	1,416.00	1,072.00	536.00
10/17/2005	General Ledger	1,416.00	1,072.00	536.00
	Difference	-	-	-
10/17/2005	Recorder	1,416.00	1,072.00	536.00
10/18/2005	General Ledger	1,416.00	1,072.00	536.00
	Difference	-	-	-
10/18/2005	Recorder	1,416.00	1,072.00	536.00
10/19/2005	General Ledger	1,416.00	1,072.00	536.00
	Difference	-	-	-

Recorder's Receivable Reconciliation

Oct 05

<u>Date</u>		<u>General 0001</u>	<u>Doc Storage 0137</u>	<u>GIS 0167</u>
10/19/2005	Recorder	1,451.00	1,100.00	550.00
10/20/2005	General Ledger	1,451.00	1,100.00	550.00
	Difference	-	-	-
10/20/2005	Recorder	1,556.00	1,184.00	592.00
10/21/2005	General Ledger	1,556.00	1,184.00	592.00
	Difference	-	-	-
10/21/2005	Recorder	1,578.00	1,200.00	600.00
10/24/2005	General Ledger	1,578.00	1,200.00	600.00
	Difference	-	-	-
10/24/2005	Recorder	1,647.00	1,244.00	622.00
10/25/2005	General Ledger	1,647.00	1,244.00	622.00
	Difference	-	-	-
10/25/2005	Recorder	1,688.00	1,276.00	638.00
10/26/2005	General Ledger	1,688.00	1,276.00	638.00
	Difference	-	-	-
10/26/2005	Recorder	1,688.00	1,276.00	638.00
10/27/2005	General Ledger	1,688.00	1,276.00	638.00
	Difference	-	-	-
10/27/2005	Recorder	1,688.00	1,276.00	638.00
10/28/2005	General Ledger	1,688.00	1,276.00	638.00
	Difference	-	-	-
10/28/2005	Recorder	1,688.00	1,276.00	638.00
10/31/2005	General Ledger	1,688.00	1,276.00	638.00
	Difference	-	-	-
10/31/2005	Recorder	1,688.00	1,276.00	638.00
11/01/2005	General Ledger	1,688.00	1,276.00	638.00
	Difference	-	-	-
DON EVERHART				
CHIEF DEPUTY RECORDER				

PROJECT #	G/L DATE	JOURNAL	TRAN JRN	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
G/L ACCOUNT NUMBER: 0001 0122-0022									
	10/03/2005	504030	RA	JE Rec Feech	Due From Recording	Chrgs			1,392.00
	10/05/2005	504092	RA	JE Rec Feech	Recording Fee Charges		10.00		1,402.00
	10/07/2005	504138	RA	JE Record Rec	Recorder Fee Charges		15.00		1,417.00
	10/10/2005	504151	RA	JE Rec Feech	Recording Fee Charges			5.00	1,412.00
	10/11/2005	504672	RA	JE Rec Feech	Recording Fee Charges		10.00		1,417.00
	10/17/2005	504276	RA	JE Record Rec	Recorder Receivable			27.00	1,427.00
	10/20/2005	504676	RA	JE Rec Feech	Recording Fee Charges		16.00		1,400.00
	10/21/2005	504377	RA	JE Rec Feech	Recording Fee Charges		35.00		1,416.00
	10/24/2005	504389	RA	JE Rec Feech	Recording Fee Charges		105.00		1,451.00
	10/25/2005	504411	RA	JE Rec Feech	Recording Fee Charges		22.00		1,556.00
	10/26/2005	504449	RA	JE Record Rec	Recorder Receivable		69.00		1,578.00
			RA	JE Rec Feech	Recording Fee Charges		51.00	10.00	1,647.00
									1,637.00
									1,688.00
							338.00	42.00	1,688.00
	11/02/2005	504541	RA	JE Rec Feech	Recording Fee Charges		6.00		1,694.00
	11/03/2005	504569	RA	JE Rec Feech	Recording Fee Charges		16.00		1,710.00
							22.00	.00	1,710.00
							360.00	42.00	1,710.00
							360.00	42.00	1,710.00

Fund TOTAL : GEN. FUND

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

PROJECT #	G/L DATE	JOURNAL	TRAN JRN	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
G/L ACCOUNT NUMBER:	0137	0122-0022				Due From Recording Chrgs		FISCAL YEAR TO DATE:	
	10/03/2005	504030	RA	JE	Doc St Ch	Document Storage Charges	6.00		1,052.00
		504030	RA	JE	Doc St Ch	Document Storage Charges			1,058.00
	10/05/2005	504092	RA	JE	Doc St Ch	Document Storage Charges	2.00		1,060.00
		504092	RA	JE	Doc St Ch	Document Storage Charges	9.00		1,069.00
	10/07/2005	504138	RA	JE	Stg Rec	Storage Receivable	3.00		1,072.00
	10/10/2005	504151	RA	JE	Doc St Ch	Document Storage Charges	3.00	4.00	1,068.00
		504151	RA	JE	Doc St Ch	Document Storage Charges	1.00		1,071.00
	10/11/2005	504151	RA	JE	Doc St Ch	Document Storage Charges	1.00		1,072.00
		504672	RA	JE	Doc St Ch	Document Storage Charges	6.00		1,078.00
	10/17/2005	504276	RA	JE	Stg Rec	Storage Receivable	2.00		1,080.00
		504276	RA	JE	Doc St Ch	Document Storage Charges	9.00	20.00	1,060.00
		504676	RA	JE	Doc St Ch	Document Storage Charges	3.00		1,069.00
	10/20/2005	504676	RA	JE	Doc St Ch	Document Storage Charges	21.00		1,072.00
		504676	RA	JE	Doc St Ch	Document Storage Charges	7.00		1,093.00
	10/21/2005	504377	RA	JE	Doc St Ch	Document Storage Charges	63.00		1,100.00
		504377	RA	JE	Doc St Ch	Document Storage Charges	21.00		1,163.00
	10/24/2005	504389	RA	JE	Doc St Ch	Document Storage Charges	12.00		1,184.00
		504389	RA	JE	Doc St Ch	Document Storage Charges	4.00		1,196.00
	10/25/2005	504411	RA	JE	Doc St Ch	Document Storage Charges	33.00		1,200.00
		504411	RA	JE	Doc St Ch	Document Storage Charges	11.00		1,233.00
	10/26/2005	504449	RA	JE	Stg Rec	Storage Receivable	30.00	8.00	1,236.00
		504449	RA	JE	Doc St Ch	Document Storage Charges	10.00		1,266.00
		504449	RA	JE	Doc St Ch	Document Storage Charges			1,276.00
						MONTH TOTAL: OCTOBER	256.00	32.00	1,276.00
	11/02/2005	504541	RA	JE	Doc St Ch	Document Storage Charges	3.00		1,279.00
		504541	RA	JE	Doc St Ch	Document Storage Charges	1.00		1,280.00
	11/03/2005	504569	RA	JE	Doc St Ch	Document Storage Charges	9.00		1,289.00
		504569	RA	JE	Doc St Ch	Document Storage Charges	3.00		1,292.00
						MONTH TOTAL: NOVEMBER	16.00	.00	1,292.00
						Base Acct#/Detl Acct# TOTAL: From Recrd	272.00	32.00	1,292.00
Fund TOTAL						RECORD DOC	272.00	32.00	1,292.00

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
County Veterans' Assistance Fund 0136, Veterans' Assistance Office 0065**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Veterans' Assistance Office; and,

WHEREAS, the McLean County Veterans Assistance Officer advises that the original fiscal year 2005 appropriation of \$53,000.00 for the Emergency Veterans Assistance Account will be insufficient to meet the emergency assistance needs of eligible veterans; and,

WHEREAS, the audited unappropriated fund balance in the Veterans' Assistance Fund was \$69,851.00 as of December 31, 2004; and,

WHEREAS, the Finance Committee, at its regular meeting on December 6 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$6,000.00 to cover the remaining costs of said contract for the balance of Fiscal Year 2005 now, therefore

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the Veterans' Assistance Fund 0136 in the amount of \$6,000.00

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0136-0065-0074-0400.0000 Unappropriated Fund Balance	\$ 0.00	\$ 6,000.00	\$ 6,000.00

2. That the County Auditor is hereby directed to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation:

0136-0065-0074-0779.0002 Veterans Emergency Assistance	\$ 53,000.00	\$ 6,000.00	\$ 59,000.00
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(2)

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Veterans Assistance Officer, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

ea_veterans_emerasst.dec05.fin.doc
11/29/05

McLean County Auditor's Office
Domestic Violence Multi-Disciplinary Team Program Audit:
Project Coordinator's Grant Reporting Responsibilities

Abstract

After auditing the McLean County Domestic Violence Multi-Disciplinary Team Program, our office is concerned that the grant operates without a central reporting agent who accepts full responsibility for the grant reporting process. All the departments involved agree the grant does not operate as efficiently as it could. Our office recommends the requirement that a "grant information form" be on file with the Administrator's Office before a McLean County department or agency engages in any grant application process.

Overview of the Grant & Audit

An audit of the McLean County Domestic Violence Multi-Disciplinary Team Program (MDV Grant) was initially conducted to assist the Administrator's Office in obtaining preliminary budget figures for 2006. The MDV Grant is a unique program that encompasses activities between McLean County Government departments as well as external entities. The McLean County Government departments involved in the MDV Grant include the State's Attorney's Office, Sheriff's Department, and County Court Services.

Difficulties in obtaining preliminary budget figures pressed our office to investigate the MDV Grant. The information obtained in this audit include the September 2004 grant agreements, copies of the checks, copies of the quarterly reports, and interviews with the McLean County departments involved. The interviews questioned key personnel about the flow of information between departments, coordination of the grant, and the grant reporting process. Our primary concern in this audit was to determine if McLean County is in compliance with the MDV Grant agreement.

At the center of the MDV Grant is a Project Coordinator (PC) who is employed within the State's Attorney's Office. By examining the grant agreement between McLean County and the Illinois Criminal Justice Information Authority (ICJIA), the PC has a significant role in all functions associated with the MDV Grant. The PC's responsibilities, as outlined by the grant agreement, include:

- Standardization of domestic violence protocols
- Raising awareness of domestic violence in the community
- Obtaining and inputting relevant data into the Electronic Justice System (EJS)
- Facilitate all team meetings
- Maintain an informational website
- Responsible for quarterly grant reporting

Concerns with the Grant

Through our office's interviews with all of the McLean County departments associated with the MDV Grant, we noticed an overall disorganization sensation. All of the

departments interviewed mention a communication breakdown at the ICJIA or PC level. The PC responded that miscommunications are caused by information changing quickly at the ICJIA level. As stated in an interview on October 7th, 2005, the PC mentioned communication breakdowns were a topic addressed at a recent team meeting.

Difficulties in communications are to be expected with the size of this project. After our latest discussion, it appears the PC is taking the appropriate steps to minimize the impact of communication breakdowns and alleviate the overall disorganization sensation.

Before the program was implemented, the grant reporting process was to revolve around the PC. The PC would obtain fiscal information from each department and use that information to compile numerous grant reports. A change in the grant agreement just prior to implementing the program shifted the reporting responsibility to the individual departments instead of the PC. The current role of the PC, in regards to grant reporting, consists of collecting, inspecting, and organizing department grant reports and submitting them to the ICJIA.

Our concern is that the MDV Grant functions without a central reporting agent who accepts full responsibility for the grant reporting process. While the grant is functional, all involved departments agree the way the grant is operating is not as efficient as it could be.

Recommendation

To remedy our concerns, the Auditor's Office recommends the requirement that a "grant information form" be filed with the Administrator's Office before any McLean County Government entity applies for a grant.

All departments and agencies interested in applying for a new grant or grant renewal/extension would provide preliminary grant information by filling out the grant information form. The information provided by the form would then be analyzed by the Administrator's Office and Auditor's Office to examine additional personnel costs, understand additional requirements of obtaining the grant, and serve as a means to recognize how grant reporting will be handled. The form will also give McLean County oversight boards a chance to question departments and agencies about a grant before any commitments are made.

A copy of the suggested grant information form is attached.



PeggyAnn Milton
McLean County Clerk

(309) 888-5190

Fax (309) 888-5932

Tax Administration (309) 888-5187

Elections Administration (309) 888-5186

104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400

E-mail: peggyann@mclean.gov Website: www.mclean.gov/countyclerk

We've moved to:

Government Center

115 E Washington Street, Room 102

PO Box 2400

Bloomington, IL 61702-2400

www.mcleancountyil.gov/countyclerk

peggyann.milton@mcleancountyil.gov

DATE: November 29, 2005

TO: Chairman Sorensen
Honorable Members of the Finance Committee

FROM: PeggyAnn Milton

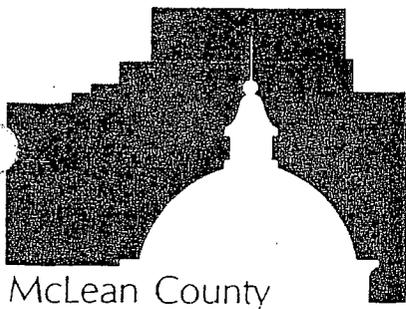
RE: Increase in Fees

We respectfully request to increase our fees for the first copies of birth and marriage certificates from \$8.00 to \$10.00 and our death certificates from \$6.00 to \$8.00. This increase will be consistent with the McLean County Health Department's fees and still falls within the findings of the Maximus fee study which was given to us on December 18, 2001.

Thank you for your consideration of this matter.

Enclosures

"We look forward to serving you."



Health Department

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

June 6, 2005

Peggy Ann Milton, County Clerk
Government Center
McLean County Clerk's Office
115 E Washington Street, Room 102
PO Box 2400
Bloomington, IL 61702-2400

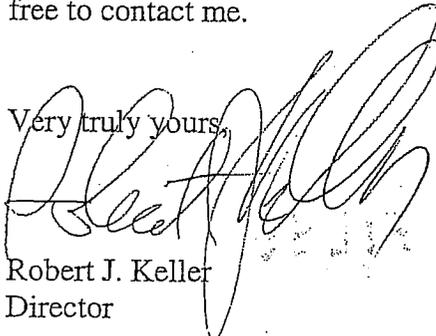
Dear Peggy Ann:

Pursuant to our meeting of June 3rd, I wish to convey my support for your office's move to increase fees charged for first copies of certified birth and death certificates from \$10 to \$12 as part of the 2006 budget development process. The Health Department also plans to propose increasing charges for first copies for 2006 to mirror your proposed changes and will increase its charges for second certified copies of birth and death certificates to parallel the fees currently charged by the County Clerk.

I appreciate greatly the cooperation exhibited by your office in planning for these changes. I also value the cooperative posture you and your staff has taken in coordinating vital records operations within the county.

If I can be of any assistance to you during the budget development process, please feel free to contact me.

Very truly yours,


Robert J. Keller
Director

Cc: Nancy Hannah, Office Support Specialist II
Donalda Voss, Administrative Support Supervisor II

Findings

	Annual Demand	Current Revenue		Actual Cost		Difference	
		Unit Price	Total	Unit Cost	Total	Per one	Total
1st copy of any record (incl. B/D/M)	11,155	\$5.00	\$55,775	\$20.14	\$224,671	\$15.14	\$168,896
Fireworks permits	3	\$5.00	\$15	\$20.80	\$62	\$15.80	\$47
Class E Liquor Licenses	13	\$5.00	\$67	\$20.80	\$277	\$15.80	\$211
Marriage License	1,100	\$15.00	\$16,500	\$24.85	\$27,337	\$9.85	\$10,837
Cancel tax sale, issue cert of redemption	1,000	\$3.00	\$3,000	\$72.82	\$72,819	\$69.82	\$69,819
Attend tax sale, issue cert & seal per tract or town lot	1,000	\$5.00	\$5,000	\$14.99	\$14,990	\$9.99	\$9,990
Total			\$80,357		\$340,158		\$259,801

Automation fund charges apply to services in the County Clerk's office. These fees, authorized by statute, should continue to be charged in addition to the fees for services determined in our study. The current revenues and actual costs listed above do not include automation fund charges.

Approach

Our approach to determining the cost of fee services included review of the budget and other financial reports, personal interviews with the County Clerk and Chief Deputy County Clerk, and development of models to account for the costs of services. The models consider how many times each service is performed annually, the effort and labor cost of service, the cost of non-labor line items from the department's budget, and allocations of cost from other county departments.

Labor Costs The analysis of labor costs is Exhibit 1 to this report. Individual employee compensation data has been hidden, for the privacy of the individuals involved. It is based on current pay rates. We will make this information available upon request, but absent any such request, see no reason to publish this information.

The model reports labor cost of fee services. Activity by activity, we document what the department told us about who works on each service and how long they spend at each activity. The model then determines the labor costs of all staff related to each activity.

The following narrative describes the technical details of the models. The models list services in columns across the top of each page: 1) "General & Administrative," 2) the

Pascua, Maria

From: Bruce B Cowans/MAXIMUS [brucecowans@maximus.com]
Sent: Wednesday, July 06, 2005 1:41 PM
To: Pascua, Maria
Subject: Permissibility of fee increase based on earlier study

Dear Maria:

You asked if our 2001 fee study may be used for a fee increase in 2005. The answer is "yes" if the following conditions apply:

- The County did not implement prices in 2001 as high as actual cost,
- The new increase does not exceed the cost of services determined in the prior study, and
- The department's budget is at least as large as it was in the prior study.

Please call me at 847-513-5508 if you have additional questions.

Yours truly,
Bruce Cowans
Senior Vice President
MAXIMUS, Inc.
6000 Vere Drive, Suite 200
Northbrook, IL 60062



PeggyAnn Milton
McLean County Clerk

(309) 888-5190

Fax (309) 888-5932

Tax Administration (309) 888-5187

Elections Administration (309) 888-5186

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PO Box 2400

Bloomington, IL 61702-2400

www.mcleancountyil.gov/countyclerk

peggyann.milton@mcleancountyil.gov

DATE: December 1, 2005

TO: Honorable Chairman and Members of the Finance Committee

FROM: PeggyAnn Milton 

RE: Request for Bid for DRE Voting System and Proposal

Enclosed you will find a Proposal from Fidlar Election Co. Our RFB was mailed (certified) to all vendors seeking State Board of Elections certification; a publication was in the Pantagraph, and the RFB was available on our website. Fidlar Election Co. is the only vendor that responded with a bid (bid will be available for review at the finance meeting).

As you are aware, we currently administer our election process with Fidlar's registration system as well as their optical scan election equipment. Should this proposal be accepted, a seamless integration is expected when incorporating the DRE system in our polling places. It is our plan to use DRE equipment for early voting as well. At this time we anticipate early voting in our office, Town of Normal, and possibly ISU.

If you have any questions, please let me know. Also, Fidlar will be available should you desire them to be present at our December Board Meeting.

Your consideration of the enclosed proposal is appreciated.

Thank you.

Enclosures

cc: John Zeunik
Terry Lindberg

"We look forward to serving you."



November 28, 2005

The Honorable Peggy Ann Milton
McLean County Clerk
115 East Washington Street – Room 102
Bloomington, IL 61702-2400

Dear Ms. Milton:

Fidlar Election Company is pleased to provide McLean County with a proposal for DRE Voting System.

Fidlar is committed to the successful implementation and conduct of elections. We fully understand that successful elections just don't happen but are a result of careful planning, thorough training and extensive testing. This kind of commitment is critical when converting to a new voting system.

Help America Vote Act (HAVA) has placed additional responsibilities and challenges on election authorities, our plan is to make this transition as painless as possible.

In conjunction with Diebold Election Systems, Inc. (DESI) we are proposing the AccuVote-TS touch screen voting system. DESI manufactures the AccuVote equipment in the United States and is the developer of the Global Election Management System (GEMS) application software. Fidlar is the exclusive dealer of the DESI product line in Illinois and is responsible for the sales and support of the AccuVote System.

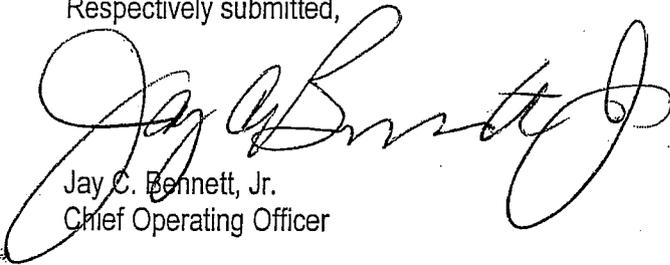
The equipment proposed herein is certified by the independent testing agencies. The AccuVote System also meets or exceeds the Federal Election Commission Voting System Standards and is approved by *National Association of State Election Directors* (NASED).

The AccuVote System has a very successful track record across the nation. A customer list is enclosed for your reference. We encourage you to contact the election authority in *any* of these accounts. This is not a reference list of selected accounts but a complete customer list.

We have read the RFP and acknowledge the conditions and requirements stated therein. We have clearly noted any deviations and/or provided clarification where necessary.

We sincerely appreciate your consideration and look forward to continuing our long and successful business relationship with McLean County.

Respectively submitted,

A handwritten signature in cursive script, appearing to read "Jay C. Bennett, Jr.", written in black ink.

Jay C. Bennett, Jr.
Chief Operating Officer



Peggy Ann Milton
 County Clerk
 McLean County
 115 E. Washington Street, Room 102
 Bloomington, IL 61702

Dear Peggy Ann,

Fidlar Election Company is pleased to offer the following voting system proposal for your review and consideration:

66 Precincts
 52 Polling Places
 57,000 Registered Voters

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
66	341-2111 TSX Touch Screen- 663-1141,541-2213 Voting Booth with Power Cord, 642-2113 128MB Memory Card	\$ 326,700.00
66	144-111,312-3111 VIBS Kit	Included
66	VV-PAT AccuVote Printer Module	Included
66	Optical Scan Accumulation Adapter	Included
66	642-1123KCT Software License	Included
66	Project Coordination and Management	Included
76	Voter Card Encoder	Included
10	Supervisor Cards	Included
520	Voter Cards	Included
10	Security Cards	Included
	Total ADA Compliance	\$ 326,700.00

Total Price for Voting Solution:	\$ 326,700.00
Less HAVA Reimbursement: (ADA)	\$ (326,700.00)
Remaining Balance Due March 1, 2006	\$ -

Financing Options available net of HAVA reimbursements.

Accepted

Y N	1	Staff Training Per Day (Plus Expenses)	Included
Y N	2	Train The Trainer (2 Days)	Included

FOB Manufacturer

Contract contingent upon County receiving HAVA reimbursement funds

ACCEPTED:

McLean County

Fidlar Election Company

Peggy Ann Milton

County Clerk

Date: _____



Dana Clark

Account Manager

Date: 11/29/2005

SCHEDULE B

Software License and Hardware Maintenance Services Provided by Fidlar Election Company

Starting January 2007 per AccuVote unit

Annual Software Use License

	0	AccuVote OS	\$ 11.00	\$	-
	66	AccuVote TSx	\$ 5.00	\$	330.00
Accepted					
Y N	0	Annual Maintenance of OS unit	\$ 275.00	\$	-
Y N	66	Annual Maintenance of TSx unit	\$ 125.00	\$	8,250.00

* This amount or a prorated amount will be billed upon contract signing.

Client agrees to purchase, and Fidlar Election Company agrees to furnish, required annual software use license and specified hardware service on equipment listed above.

All equipment listed and its components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule B. Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule B.

ACCEPTED:
McLean County

Peggy Ann Milton
County Clerk
Date: _____

Fidlar Election Company



Dana Clark
Account Manager
Date: 11/29/2005

VOTING EQUIPMENT REIMBURSEMENT APPLICATION				
1	Name of Jurisdiction*:	McLean County		
	Payable to:	McLean County		
2	Primary Contact:	Peggy Ann Milton		
3	Title:	County Clerk		
4	Mailing Address:	115 E. Washington Street, Room 102		
		Bloomington, IL 61702		
	Mailing Address For Payment (if different from above)			
5	Telephone Number:			
6	Fax Number:			
7	E-Mail:			
	*Specify payment payable to (if different from Jurisdiction)			
	Office use only:			
	Jurisdiction ID # _____			
	Date Received by the State Board of Elections _____			

Are you:	Purchasing accessible equipment that has been certified by the State Board of Elections			
	Yes: <u>X</u>		No: _____	
	Vendor: <u>Fidlar Election Company</u>			
	Type of Equipment: <u>DRE Touch Screen</u>			
	Actual cost to McLean County			
	Cost per unit for equipment \$4,950.00 x number of precincts 66=			
	TOTAL ACTUAL COST			\$ 326,700.00
	Allocation for McLean County			
	Number of precincts at November 2004 election <u>66</u>			
	x \$5,000 = Total amount allocated to jurisdiction			\$ 330,000.00
	TOTAL AMOUNT APPROVED			\$ 326,700.00
<p>These HAVA funds <u>must</u> be paid in full (either as a purchase amount or a lease down payment) to your vendor within thirty days of receipt of the funds or by the contract due date, whichever is earlier. A copy of your check to the vendor and paid invoice from the vendor <u>must</u> be sent to Becky Glazier within thirty days of your paying the vendor.</p>				



OFFICE OF THE ADMINISTRATOR

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

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

Memorandum

To: Chairman and Members, Finance Committee
From: Terry Lindberg
Date: December 1, 2005
Re: Request to Approve Section 125 Cafeteria Plan and Parking Reimbursement Plan

Section 125 of the Internal Revenue Service Code allows employers to establish what are known as cafeteria plans to enable employees to pay for certain health and family expenses on a pre-tax basis. McLean County has offered this benefit since 1993, and from time to time we have amended the plan to take advantage of new legal provisions.

We respectfully request your approval of the attached Section 125 plan, which incorporates the following changes:

- Employee contributions set aside during the plan year may be applied to eligible expenses claimed during the first three months of the following year. This will reduce the chance of forfeiting excess contributions.
- The new plan sponsor is fully integrated with our health insurance provider and will offer on-line claims processing and on-line access to employee accounts
- Plan administration and reporting will be provided at no cost to the County.

On a related matter, we are also implementing a similar benefit which will allow County employees to pay their parking expenses on a pre-tax basis, whether they are on payroll deduction or they make payments directly to a parking provider. We also respectfully request your approval of a resolution approving this program.

RESOLUTION ADOPTING THE McLEAN COUNTY CAFETERIA PLAN

WHEREAS, pursuant to Section 125 of the Internal Revenue Service Code, the McLean County Board, at their regular meeting on December 21, 1994, approved a resolution adopting the McLean County Cafeteria Plan, including a Dependent Care Flexible spending Account, effective March 1, 1994; and

WHEREAS, pursuant to Section 125 of the Internal Revenue Service Code, the McLean County Board is required to approve a Resolution adopting and amending the Section 125 Cafeteria Plan; and

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on December 6, 2005 recommended approval of the Resolution Adopting the McLean County Cafeteria Plan and amendments thereto; now, therefore

BE IT RESOLVED by the McLean County Board as follows:

1. The form of Cafeteria Plan, including a Dependent Care Flexible Spending Account and Health Flexible Spending Account, effective January 1, 2006, is hereby approved and adopted and the duly authorized agents of McLean County are hereby authorized and directed to execute and deliver to the Plan Administrator one or more counterparts of the Plan.
2. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan and set up adequate accounting and administrative procedures to provide benefits under the Plan.
3. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the Summary Description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.
4. Attached to this Resolution as Exhibits A and B respectively are true copies of the McLean County, Illinois Cafeteria Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing Resolution.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

EXHIBIT A

MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY.....3
2.2 EFFECTIVE DATE OF PARTICIPATION3
2.3 APPLICATION TO PARTICIPATE4
2.4 TERMINATION OF PARTICIPATION.....4
2.5 CHANGE OF EMPLOYMENT STATUS.....4
2.6 TERMINATION OF EMPLOYMENT5
2.7 DEATH.....5

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION6
3.2 APPLICATION OF CONTRIBUTIONS.....6
3.3 PERIODIC CONTRIBUTIONS.....6

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS.....7
4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT.....7
4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT.....7
4.4 HEALTH INSURANCE BENEFIT7
4.5 DENTAL INSURANCE BENEFIT8
4.6 NONDISCRIMINATION REQUIREMENTS8

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS.....9
5.2 SUBSEQUENT ANNUAL ELECTIONS.....9
5.3 FAILURE TO ELECT.....10
5.4 CHANGE IN STATUS10

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN.....	13
6.2	DEFINITIONS	13
6.3	FORFEITURES.....	14
6.4	LIMITATION ON ALLOCATIONS.....	14
6.5	NONDISCRIMINATION REQUIREMENTS	14
6.6	COORDINATION WITH CAFETERIA PLAN.....	15
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS	15

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1	ESTABLISHMENT OF ACCOUNT.....	16
7.2	DEFINITIONS	16
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	18
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	18
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	18
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	18
7.7	ANNUAL STATEMENT OF BENEFITS.....	18
7.8	FORFEITURES.....	18
7.9	LIMITATION ON PAYMENTS	18
7.10	NONDISCRIMINATION REQUIREMENTS	19
7.11	COORDINATION WITH CAFETERIA PLAN.....	19
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS.....	20

ARTICLE VIII
BENEFITS AND RIGHTS

8.1	CLAIM FOR BENEFITS.....	21
8.2	APPLICATION OF BENEFIT PLAN SURPLUS	22

ARTICLE IX
ADMINISTRATION

9.1	PLAN ADMINISTRATION.....	22
9.2	EXAMINATION OF RECORDS	23
9.3	PAYMENT OF EXPENSES	23

9.4	INSURANCE CONTROL CLAUSE.....	24
9.5	INDEMNIFICATION OF ADMINISTRATOR.....	24

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1	AMENDMENT	24
10.2	TERMINATION	24

ARTICLE XI
MISCELLANEOUS

11.1	PLAN INTERPRETATION.....	25
11.2	GENDER AND NUMBER	25
11.3	WRITTEN DOCUMENT.....	25
11.4	EXCLUSIVE BENEFIT	25
11.5	PARTICIPANT'S RIGHTS.....	25
11.6	ACTION BY THE EMPLOYER	25
11.7	EMPLOYER'S PROTECTIVE CLAUSES	25
11.8	NO GUARANTEE OF TAX CONSEQUENCES	26
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	26
11.10	FUNDING	26
11.11	GOVERNING LAW	27
11.12	SEVERABILITY.....	27
11.13	CAPTIONS.....	27
11.14	CONTINUATION OF COVERAGE.....	27
11.15	FAMILY AND MEDICAL LEAVE ACT.....	27
11.16	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	27
11.17	UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT	27
11.18	COMPLIANCE WITH HIPAA PRIVACY STANDARDS	27
11.19	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS	30

MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2006, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on February 1, 1994. The Plan shall be known as McLean County, Illinois Section 125 Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.

1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance or under Code Section 152 (as modified by Code Section 105(b)).

1.8 "Effective Date" means February 1, 1994.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

Employees who work less than 1,000 hours per year shall not be eligible to participate in the Plan.

1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means McLean County Treasurer and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan.

1.13 "Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.15 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.17 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 "Plan" means this instrument, including all amendments thereto.

1.20 "Plan Year" means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.

1.22 "Premium Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 "Spouse" means "spouse" as defined in an Insurance or the legally married husband or wife of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.6;
- (b) The end of the Plan Year during which he became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) His death, subject to the provisions of Section 2.7; or
- (d) The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

(d) With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Participant's Spouse, one of his Dependents or a representative of his estate.

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.6.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her spouse, and his or her Dependents.

(b) The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be treated in the following manner:

(a) With regard to Benefits available under the Plan for which no Premium Expenses apply, such Participant shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

5.4 CHANGE IN STATUS

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

(b) Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's spouse

or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's spouse or dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a spouse's, former

spouse's or dependent's employer if (1) the cafeteria plan or other benefits plan of the spouse's, former spouse's or dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a spouse's, former spouse's or dependent's employer.

A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) "Health Flexible Spending Account" means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant may be reimbursed.

(b) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's spouse or individual policies maintained by the Participant or his spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, no more than \$5,000 may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor

discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) All Medical Expenses incurred by a Participant shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and the Grace Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

(d) Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be

made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(e) Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 45 days after the end of the Grace Period.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for

which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a dependent of such Participant or such Participant's Spouse.

(d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) If a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and the Grace Period, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) Any claim for Benefits underwritten by an Insurance Contract shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. If a Participant fails to submit a claim within the 45 day period immediately following the end of the Plan Year and Grace Period (if applicable), those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan;
- (f) To approve reimbursement requests and to authorize the payment of benefits; and
- (g) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 45 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual

insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations.

11.15 FAMILY AND MEDICAL LEAVE ACT

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) If the Health Flexible Spending Account under this Cafeteria Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

(d) The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

IN WITNESS WHEREOF, this Plan document is hereby executed this
_____ day of _____.

By _____
Chairman, McLean County Board

Attest: _____
McLean County Clerk

ADOPTING RESOLUTION

The undersigned McLean County Treasurer (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2006, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of McLean County, Illinois Section 125 Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

Chairman, McLean County Board

McLean County Clerk

Date: _____

EXHIBIT B

MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

I ELIGIBILITY

1. When Can I Become a Participant in the Plan?	1
2. What Are the Eligibility Requirements for Our Plan?	2
3. When Is My Entry Date?	2
4. Are There Any Employees Who Are Not Eligible?	2
5. What Must I Do to Enroll in the Plan?	2

II OPERATION

1. How Does This Plan Operate?	2
--------------------------------------	---

III CONTRIBUTIONS

1. How Much of My Pay May the Employer Redirect?	2
2. What Happens to Contributions Made to the Plan?	3
3. When Must I Decide Which Accounts I Want to Use?	3
4. When Is the Election Period for Our Plan?	3
5. May I Change My Elections During the Plan Year?	3
6. May I Make New Elections in Future Plan Years?	4

IV BENEFITS

1. What Benefits Are Available?	5
---------------------------------------	---

V BENEFIT PAYMENTS

1. When Will I Receive Payments From My Accounts?	7
2. What Happens If I Don't Spend All Plan Contributions During the Plan Year?	7
3. Family and Medical Leave Act (FMLA)	7
4. Uniformed Services Employment and Reemployment Rights Act	8
5. What Happens If I Terminate Employment?	8
6. Will My Social Security Benefits Be Affected?	8

VI
HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do Limitations Apply to Highly Compensated Employees?.....8

VII
PLAN ACCOUNTING

1. Periodic Statements.....9

VIII
GENERAL INFORMATION ABOUT OUR PLAN

1. General Plan Information.....9
2. Employer Information.....9
3. Plan Administrator Information.....10
4. Service of Legal Process.....10
5. Type of Administration.....10
6. Claims Submission.....10

IX
ADDITIONAL PLAN INFORMATION

1. Claims Process.....10

X
CONTINUATION COVERAGE RIGHTS UNDER COBRA

1. What is COBRA Continuation Coverage?11
2. Who Can Become a Qualified Beneficiary?.....11
3. What is a Qualifying Event?12
4. What factors should be considered when determining to elect COBRA continuation coverage?13
5. What is the Procedure for Obtaining COBRA Continuation Coverage?.....13
6. What is the Election Period and How Long Must It Last?14
7. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?14
8. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?16
9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?16

10. When May a Qualified Beneficiary's COBRA Continuation Coverage be Terminated?	16
11. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?.....	17
12. Under What Circumstances Can the Maximum Coverage Period Be Expanded?	18
13. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?.....	18
14. Does the Plan Require Payment for COBRA Continuation Coverage?	18
15. Must the Plan Allow Payment for COBRA Continuation Coverage to be Made in Monthly Installments?	18
16. What is Timely Payment for payment for COBRA Continuation Coverage?.....	18
17. Must a Qualified Beneficiary be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?	19
18. How is My Participation in the Health Flexible Spending Account Affected?.....	19

XI
SUMMARY

MCLEAN COUNTY, ILLINOIS SECTION 125 PLAN

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When Can I Become a Participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What Are the Eligibility Requirements for Our Plan?

You will be eligible to join the Plan as of your date of hire with us. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When Is My Entry Date?

You can join the Plan on the day you meet the eligibility requirements.

4. Are There Any Employees Who Are Not Eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who work less than 1,000 hours per year

5. What Must I Do to Enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II
OPERATION**

1. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the section entitled "General Information About Our Plan" for the definition of "Plan Year.")

**III
CONTRIBUTIONS**

1. How Much of My Pay May the Employer Redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. These amounts will be deducted from your pay over the course of the year.

2. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When Must I Decide Which Accounts I Want to Use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When Is the Election Period for Our Plan?

Your election period will start on the date you first meet the eligibility requirements and end 30 days after your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and

-- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I Make New Elections in Future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. What Benefits Are Available?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year:

Health Flexible Spending Account:

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents. In addition, you may claim reimbursement for your drug costs, including "over-the-counter" drugs. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$5,000. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Dependent Care Flexible Spending Account:

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws:

(b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

(c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents). Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

Premium Expense Account:

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

V
BENEFIT PAYMENTS

1. When Will I Receive Payments From My Accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What Happens If I Don't Spend All Plan Contributions During the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "grace period." The "grace period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the grace period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the grace period for which you seek reimbursement after the end of such Plan Year and grace period will be paid first before any amount is forfeited. However, you must make your requests for reimbursement no later than 45 days after the end of the grace period. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and

are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses for the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate.
- (c) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

6. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor

the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

McLean County, Illinois Section 125 Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2006. Your Plan was originally effective on February 1, 1994.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

McLean County Treasurer
Room M101, 115 E. Washington Street
Bloomington, Illinois 61702-2400
E994994605

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

McLean County Treasurer
Room M101, 115 E. Washington Street
Bloomington, Illinois 61702-2400
309-888-5113

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

McLean County Treasurer
Room M101, 115 E. Washington Street
Bloomington, Illinois 61702-2400

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Benefit Planning Consultants, Inc.
P. O. Box 7500, 2110 Clearlake Blvd., Suite 200
Champaign, IL 61826-7500

**IX
ADDITIONAL PLAN INFORMATION**

1. Claims Process

You should submit reimbursement claims during the Plan Year, but in no event later than 45 days after the end of a Plan Year and the grace period (if it applies). Any claims submitted after that time will not be considered.

Claims for benefits that are insured will be reviewed in accordance with procedures contained in the policies. All other general claims or requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your

beneficiary may submit a written request for reconsideration of the application to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X

CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA Continuation Coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who Can Become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered

Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the Procedure for Obtaining COBRA Continuation Coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified

Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

6. What is the Election Period and How Long Must It Last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

Note: If a covered employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a new tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,

- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) enrollment of the employee in any part of Medicare,

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

McLean County Treasurer
Room M101, 115 E. Washington Street
Bloomington, Illinois 61702-2400

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation

coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When May a Qualified Beneficiary's COBRA Continuation Coverage be Terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).

(f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under What Circumstances Can the Maximum Coverage Period Be Expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan Require Payment for COBRA Continuation Coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan Allow Payment for COBRA Continuation Coverage to be Made in Monthly Installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for payment for COBRA Continuation Coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an

arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is My Participation in the Health Flexible Spending Account Affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and

RESOLUTION APPROVING QUALIFIED PARKING EXPENSES
as an EXCLUSION from the EMPLOYEE'S GROSS INCOME and
ESTABLISHING a PARKING EXPENSE BENEFIT PROGRAM

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, qualified parking expenses are eligible to be excluded from an employee's gross income; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, qualified parking expenses are expenses incurred for parking on or near the employer's business premises, or at a location from which the employee commutes to work by carpool, commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, McLean County, as the employer, may establish a Parking Expense Benefit Program and may reimburse an employee for qualified parking expenses in accordance with such program; and,

WHEREAS, pursuant to Section 132 of the Internal Revenue Service Code, employees of McLean County who elect to participate in a Parking Expense Benefit Program may have qualified parking expenses deducted from gross income on a pre-tax basis; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on December 6, 2005 recommended approval of the Resolution Approving Qualified Parking Expenses as an Exclusion from the Employee's Gross Income and Establishing a Parking Expense Benefit Program; now, therefore,

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

1. The McLean County Board, pursuant to Section 132 of the Internal Revenue Service Code, hereby approves qualified parking expenses as an exclusion from the employee's gross income and hereby establishes a Parking Expense Benefit Program for the benefit of the employees of McLean County.
2. The Section 125 Cafeteria Plan Administrator for McLean County shall be instructed to take such actions that are deemed necessary and proper in order to implement the Parking Expense Benefit Program and to set up adequate accounting and administrative procedures to provide benefits under the Program.
3. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Parking Expense Benefit Program by delivering to each employee a copy of the Summary Description of the Parking Expense Benefit Program in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.
4. Attached to this Resolution as Exhibit A is a true copy of the McLean County, Illinois Parking Expense Benefit Program, as approved and adopted in the foregoing Resolution.

(2)

5. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the County Treasurer, County Auditor, County Administrator, and the Section 125 Cafeteria Plan Administrator for McLean County.

ADOPTED by the McLean County Board this 20th day of December, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:ann\res\parkingexpense_benefit122005.cbd

EXHIBIT A

McLean County, IL Parking Expense Benefit Program

Your employer is pleased to announce that they have established a Parking Expense Benefit Program for you starting Jan 1, 2006. Under this program Qualified parking expenses you pay can be excluded from your gross income under IRC Sec. 132.

What type of parking expenses may be excluded from gross income?

Qualified parking expenses are expenses incurred for parking:

- On or near the employer's business premises; or
- At a location from which the employee commutes to work by carpool, commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means.

The IRS regulations released in January 2001 state that parking expenses which qualify for exclusion from income because they are a) a working condition fringe benefit or b) an expense under an accountable plan under IRC 162-2 may not be reimbursed as a qualified parking expense.

Is there a limit on the amount of parking expenses that can be excluded from gross income?

Yes. For tax years beginning in 2006, no more than \$205 per month in qualified parking expenses may be excluded from an employee's gross income. The monthly exclusion amount may not be combined to allow deduction of parking expenses in excess of the statutory monthly limit. For example, an employee incurs \$150 in parking expenses for January and \$210 in February. The employer must include \$5 in the employee's gross income for the month of February, even though the employee did not use the full exclusion allowed for the month of January.

Who is eligible?

Employees who work at least 1000 hours per year are eligible to enroll.

How do I enroll?

You must submit a completed enrollment form to the Human Resources Department prior to the first day of the month you want to start having parking expenses deducted from your paycheck.

How do I change my election?

Revocation or changes of participation in the Plan can only be made on a monthly basis. Requests for changes/revocation in Parking Expense Fringe Benefit program are effective on the first of the month following receipt of new enrollment form by your Human Resources department. Changes cannot be made retroactively.

Completion of The Claim Form

- Complete all information on the claim form for each amount claimed for reimbursement. Please provide documentation in the form of a receipt for parking expenses including the date(s) of service(s) and name of service provider(s). Canceled checks and credit card statements are not acceptable. It is your responsibility to provide support for this claim in the event of an audit by the IRS.
- You must sign and date the claim form.
- Claim forms should be faxed or mailed to Benefit Planning Consultants, Inc. The information on where to submit the claim is on the bottom of the claim form.

Qualified Parking Expenses—A Fringe Benefit?

As a rule, items of value received from an employer are included in an employee's gross income. IRC Sec.132 provides an exception to this rule. Qualified parking expenses paid by either the employer or employee can be excluded from an employee's gross income.

What type of parking expenses may be excluded from gross income?

Qualified parking expenses are expenses incurred for parking:

- On or near the employer's business premises; or
- At a location from which the employee commutes to work by carpool, commuter highway vehicle, mass transit facilities, transportation provided by any person in the business of transporting persons for compensation or hire, or by any other means.

The IRS regulations released in January 2001 state that parking expenses which qualify for exclusion from income because they are a) a working condition fringe benefit or b) an expense under an accountable plan under IRC 162-2 may not be reimbursed as a qualified parking expense.

Is there a limit on the amount of parking expenses that can be excluded from gross income?

Yes. For tax years beginning in 2005, no more than \$200 per month in qualified parking expenses may be excluded from an employee's gross income. The monthly exclusion amount may not be combined to allow deduction of parking expenses in excess of the statutory monthly limit. For example, an employee incurs \$150 in parking expenses for January and \$205 in February. The employer must include \$5 in the employee's gross income for the month of February, even though the employee did not use the full exclusion allowed for the month of January.

Who may take advantage of this exclusion?

Common law and statutory employees may take advantage of this exclusion. While partners, shareholders, and independent contractors cannot deduct qualified parking expenses, they may be able to deduct these expenses as a de minimis fringe benefit. Benefit Planning Associates welcomes the opportunity to help your organization examine its plan design(s) and make recommendations for improvement.

May an employer offer parking expense fringe benefits to a select group of employees?

Yes, employers may choose to offer parking expense fringe benefits to all or only a select group of its employees. Qualified parking expense benefits may not be included in a Section 125 plan. Therefore, qualified expense benefits are not subject to non-discrimination and mid year election change rules.

Can an employer reimburse an employee for qualified parking expenses?

Yes, but an employer must follow reasonable reimbursement procedures. For example, the employee must present the employer with a receipt for parking that is located on or near the employer's business premises. The employee must also certify that he or she used the parking. The employer cannot have any reason to doubt the employee's certification.

As an alternative to reimbursing the employee for incurred parking expenses, the employer may choose to pay the parking facility operator directly. An employer, however, may not advance cash to the employee for payment of the parking expense.

Can an employee take advantage of this exclusion even when the employer does not pay for the parking expenses?

Yes. If an employee is offered a choice between cash compensation and qualified parking expenses, the amount of qualified parking expenses is not included in gross income if:

- A written election is made under a Compensation Reduction Arrangement;
- The amount of the election does not exceed the statutory monthly limit;
- The election is made before the employee is able to receive the cash compensation; and
- The election is irrevocable after the date the employee is able to receive the cash compensation.

What is an acceptable Compensation Reduction Arrangement?

The following is just one example of an acceptable Compensation Reduction Arrangement:

Employer pays its employees on the 1st and 15th of every month. Before the first of every month, employees are permitted to reduce cash compensation in an amount not greater than \$200 for the upcoming month. Employees complete a written election form, which remains in force unless revoked. Revocations are effective the first of the month following the date received. Unused money withheld for qualified parking expenses may be carried over, but in no event may the employer reimburse the employee more than \$200 per month.

Sample election and reimbursement forms are available.

What if the employer provides parking on premises it owns or leases?

As long as the value of parking benefit is not more than \$200 per month, this is acceptable. The value of parking is equal to the amount a non-employee would pay in an arm's-length transaction.

What should an employee consider before choosing to elect qualified parking expense fringe benefits?

The employee must weigh the advantages and disadvantages of electing to receive qualified parking expense fringe benefits. The advantage to the employee is tax savings. Whether the employer pays the parking expenses from its own funds or allows the employee to reduce his or her gross income in exchange for payment of parking expenses, the employee realizes a tax savings. In either case, the amount of parking expenses incurred within the statutory limit is removed from gross income. The employee should weigh the tax savings against the impact a reduction of gross income may have on social security, life insurance, pension, and 401(k) benefits.

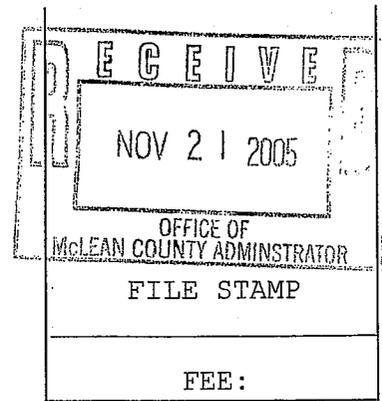
What factors should an employer consider before choosing to offer qualified parking expense fringe benefits?

The employer will benefit from a reduction of employee gross income because it lessens the employer's payroll tax liability. While employees may appreciate the tax savings, the employer should consider the administrative time involved and whether or not its payroll system can accommodate such an arrangement. Employers may consider using the services of a third party administrator.

Benefit Planning Associates welcomes the opportunity to help your organization examine its plan design(s) and make recommendations for improvement.

This copy of Plan Designs is not meant to be provided as legal advice. Readers seeking legal advice should contact an attorney.

**APPLICATION FOR A LICENSE TO
OPERATE A RAFFLE**



Application is hereby made to operate a raffle under the regulations of the McLean County Ordinance to License and Regulate Raffles.

LICENSE REQUESTED

- Class A
- Class B
- Class C
- Class D

APPLICANT

NAME OF ORGANIZATION Central Catholic High School

MAILING ADDRESS 1201 Airport Road, Bloomington, IL 61704

TELEPHONE NUMBER (309) 661-7000

This organization was established 1968 and has been in existence
(date)
continuously since that time with a bonafide membership engaged in carrying out its objectives.
(Section 24.64-5)

DESIGNATED RAFFLE MANAGER

NAME Chuck Schanaberger - Director of Development

ADDRESS 1201 Airport Road, Bloomington, IL 61704

TELEPHONE (309) 661-7000

RAFFLE MANAGER'S BOND (Check one)

- Fidelity Bond in the amount of \$300,000.00 attached as required in Section 24.67-1.
- Waiver of bond requested. (**Class A Raffles Only!** Attach sworn statement attesting to the unanimous vote of the members as required in Section 24.67-2.)

OPERATION OF RAFFLE

The area in which raffle chances will be sold or issued within the territory of McLean County which is under the jurisdiction of the Ordinance as of this date will be:

All of McLean County

(List the unincorporated areas of McLean County and/or the name of any incorporated city, town, or village in which raffle chances are proposed to be sold or issued.)

We, Joy Allen the presiding officer
and Jeanne Osterbuhr the secretary of the

Central Catholic High School
(exact name of applicant organization)

being duly sworn, hereby attest that the aforesaid organization is a

non-profit (Check one only: see Sections 24.62 and 24.64-5 of Ordinance for definitions.)

- | | | | |
|---|------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Charitable | <input type="checkbox"/> Religious | <input type="checkbox"/> Veterans | <input type="checkbox"/> Business |
| <input checked="" type="checkbox"/> Educational | <input type="checkbox"/> Fraternal | <input type="checkbox"/> Labor | <input type="checkbox"/> Hardship |

organization as defined in the McLean County Ordinance to License and Regulate Raffles; that we have received a copy of such Ordinance and that the raffle for which this application is made will be operated in accordance with all the provisions thereof; and that the organization is eligible for a license under Section 24.64-7 of said Ordinance. We further attest that all statements and answers to questions in the foregoing application are made in full and are true and correct in every respect.

Joy Allen
(signature, Presiding Officer)

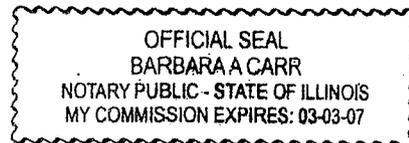
Date 11/21/05

Jeanne Osterbuhr
(signature, Secretary)

Date 11/21/05

Subscribed and sworn to before me this 21 day of November 2005.

Barbara A Carr
Notary Public



This application is to be filed with the McLean County Board Office, accompanied by the appropriate license fee and bond, if any, as set forth in Sections 24.65 and 24.67 of the Ordinance. Checks should be made payable to the **McLean County Treasurer**.

FIDELITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Chuck Schanaberger, the Raffle Manager as principal, and Joy Allen and Jeanne Osterbuhr as sureties, held and firmly bound to Fidelity and Deposit Company of Maryland

(organization conducting raffle) in the sum of \$300,000.00, lawful money of the United States, a sum equal to the aggregate retail value of all prizes or merchandise to be awarded in said raffle, for the payment of which, well and truly to be made, we do bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally, and firmly by these presents.

Signed with our hands and sealed with our seals, this 21st day of November A.D. 2005.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said principal, Chuck Schanaberger, has been duly designated as raffle manager by Central Catholic High School (organization conducting raffle), in the County of McLean, State of Illinois.

NOW, THEREFORE, If Chuck Schanaberger, the said principal and raffle manager, abides by the condition of this fidelity bond, honestly performs the duties of raffle manager, and faithfully observes the provisions of the McLean County Ordinance to License and Regulate Raffles, Section 24.61 et seq., and all laws of the State of Illinois and the United States of America applying to raffles to the best of his skill and ability, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Notice shall be given in writing to the County of McLean not less than thirty (30) days prior to the cancellation of this bond.

-over-



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE for Miscellaneous Term Bonds

Bond No. 08662328

Central Catholic High School

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____

08662328 dated the, 22nd day of December, 2003

in the penalty of Three Hundred Thousand and XX/100 Dollars (\$ 300,000.00),

in favor of McClean County

_____, do hereby continue said bond in force for the further

term of one year beginning on the 22nd day of December, 2005

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 28th day of October, 2005

Witness:

[Handwritten Signature]

Central Catholic High School

[Handwritten Signature] (SEAL)
Principal

Principal

Principal (SEAL)

Principal

Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Handwritten Signature]

By. [Handwritten Signature]
Melissa K. Hanes

LPM90001ZZ0500F

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Helen P. PARKER, James A. ROE, Allen J. GRAU, Pamela Y. MAJORS and Melissa K. HANES, all of Indianapolis, Indiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Helen P. Parker, James A. Roe, Allen J. Grau, Pamela Y. Majors, Melissa K. Hanes, dated August 13, 2002.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

Paul C. Rogers

Vice President

State of Maryland }
City of Baltimore } ss:

On this 2nd day of July, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2005

STATEMENT OF PURPOSE

The purpose of the proposed raffle is to generate money to support the educational activities and programs offered by Central Catholic High School in Bloomington, McLean County, Illinois. At present, the primary fund raising activities of the school are the Annual Campaign and an auction and dinner known as "Saints Alive". These activities are supported by a number of other fund raising activities including: Market Days (i.e. wholesale food sales), a magazine drive, bingo, and casino night. The goal of the school's development office is to reduce the number of fund raising activities and increase the contributions generated by the two principle fund raising activities.

The proposed raffle would be conducted as part of the annual Saints Alive event. The raffle drawing and the award of prizes would take place as part of that weekend. The projected gross proceeds and estimated costs would be:

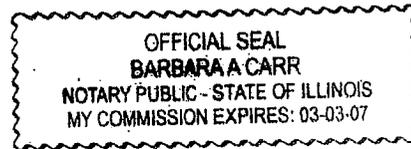
I. Gross Proceeds:		
2000 shares at \$150.00 each		\$300,000.00
II. Estimated Administrative Costs:		
A. Application Fee	\$ 500.00	
B. Raffle Manager Bond	4,500.00	
C. Postage (est.)	6,300.00	
D. Printing (est.)	4,200.00	
E. Advertising (est.)	13,200.00	
		<u>\$ 28,700.00</u>
III. Estimated Net Proceeds:		\$271,300.00
A. Labor for Construction (est.)	\$ 71,500.00	
B. Construction materials (est.)	113,400.00	
C. Permits & fees (est.)	700.00	
D. Prizes (cash)	25,500.00	
		<u>\$211,100.00</u>
IV. Estimated Net to Central Catholic		<u>\$ 60,200.00</u>

AGREEMENT

IN CONSIDERATION OF receiving a Class D Raffle Permit from the County Board of McLean County, Illinois to conduct a raffle where the first prize is real estate, the CENTRAL CATHOLIC HIGH SCHOOL on behalf of itself, its members, directors, officers, employees, agents, and assigns hereby unconditionally agrees to indemnify and hold harmless the County of McLean, its Board members, officers, employees, agents, and attorneys from any claim or cause of action (whether State or Federal) for injury or damages arising out of, resulting from, or in any way related to, the aforementioned raffle or to any property (real and/or personal) given or conveyed by CENTRAL CATHOLIC HIGH SCHOOL, its representative, or nominee pursuant to said raffle.

CENTRAL CATHOLIC HIGH SCHOOL expressly agrees that this indemnity agreement is intended to be as broad and inclusive as permitted by law and if any portion of this agreement be declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement at Bloomington, Illinois this 21 day of November, 2005.



CENTRAL CATHOLIC HIGH SCHOOL,

By: Joy Allen
Its Authorized Officer

Barbara A Carr Notary

THE COUNTY OF McLEAN,

ATTEST

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

AFFIDAVIT

I, MARTI A. RAVE, being first duly sworn, depose and state as follows;

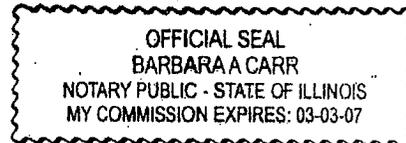
1. That I am owner of real estate located at: Lot No. 44
AT 2512 MONICA LANE
2. That to the best of my knowledge and belief the fair market value of the above-described real estate is \$200,000.00.
3. That CENTRAL CATHOLIC HIGH SCHOOL has applied to the McLean county Board to obtain a permit to raffle the above-described real estate as a first prize.
4. That CENTRAL CATHOLIC HIGH SCHOOL and its raffle manager, agents, employees and assigns have full authority to make the above-described real estate the subject of said raffle and to give and/or convey said real estate to the first prize winner of the raffle.

Further affiant sayeth not.

x Marti A. Rave

Subscribed and sworn to before me
This 21st day of November, 2005

Barbara A Carr
Notary Public



Internal Revenue Service

Department of the Treasury

District
Director

> Attn: MARK DUNN

Person to Contact: R. D. Morris

Telephone Number: 488-3100

Refer/Reply to: EP/EO:7204

Date: June 11, 1987

United States Catholic Conference
1312 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Dear Sir:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church Official Catholic Directory for 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 1987 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a nonprofit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1987 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

TOP

Legal Services Office, 5-50,
101 W. Jefferson Street
Springfield, Illinois 62702

September 15, 1995

CATHOLIC SCHOOLS DIOCESE OF PEORIA
MOST REVEREND JOHN J. MYERS
607 N E MADISON AVE - BOX 1406
PEORIA IL 61655

SEP 1995
RECEIVED

We have received your recent letter; and based on the information you furnished, we believe

CATHOLIC SCHOOLS DIOCESE OF PEORIA
OF
PEORIA, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and Service Use Tax in Illinois. The organization is not, however, exempt from Illinois Hotel Operators' Occupation Tax.

We have issued your organization the following tax exemption identification number: 89991-6103-03. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on October 1, 2000, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Legal Services Office
Illinois Department of Revenue

STS-49 (N-1/95)
IL-492-3458

1t-0000063

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220 West Huron Street
Suite 500 East
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Fax: 312.664.5650

November 11, 2005

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

Re: **Assist First-Time Homebuyer Down Payment Assistance Program**

Dear John:

The Assist program is doing extremely well in McLean County. During the past 5 months the program has helped 58 families purchase homes in McLean County totaling more than \$6.3 million. In the year prior to that period the program helped 107 families purchase homes in McLean County totaling more than \$11.2 million. Summaries of those originations as well as maps plotting the loans are enclosed. In the near future we will be sending you an updated lender list and program outline.

Thanks for your continued support of Assist in McLean County, John, and we look forward to working with you and the city in the year to come.

Best Regards,



David S. Rasch
Managing Director

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

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

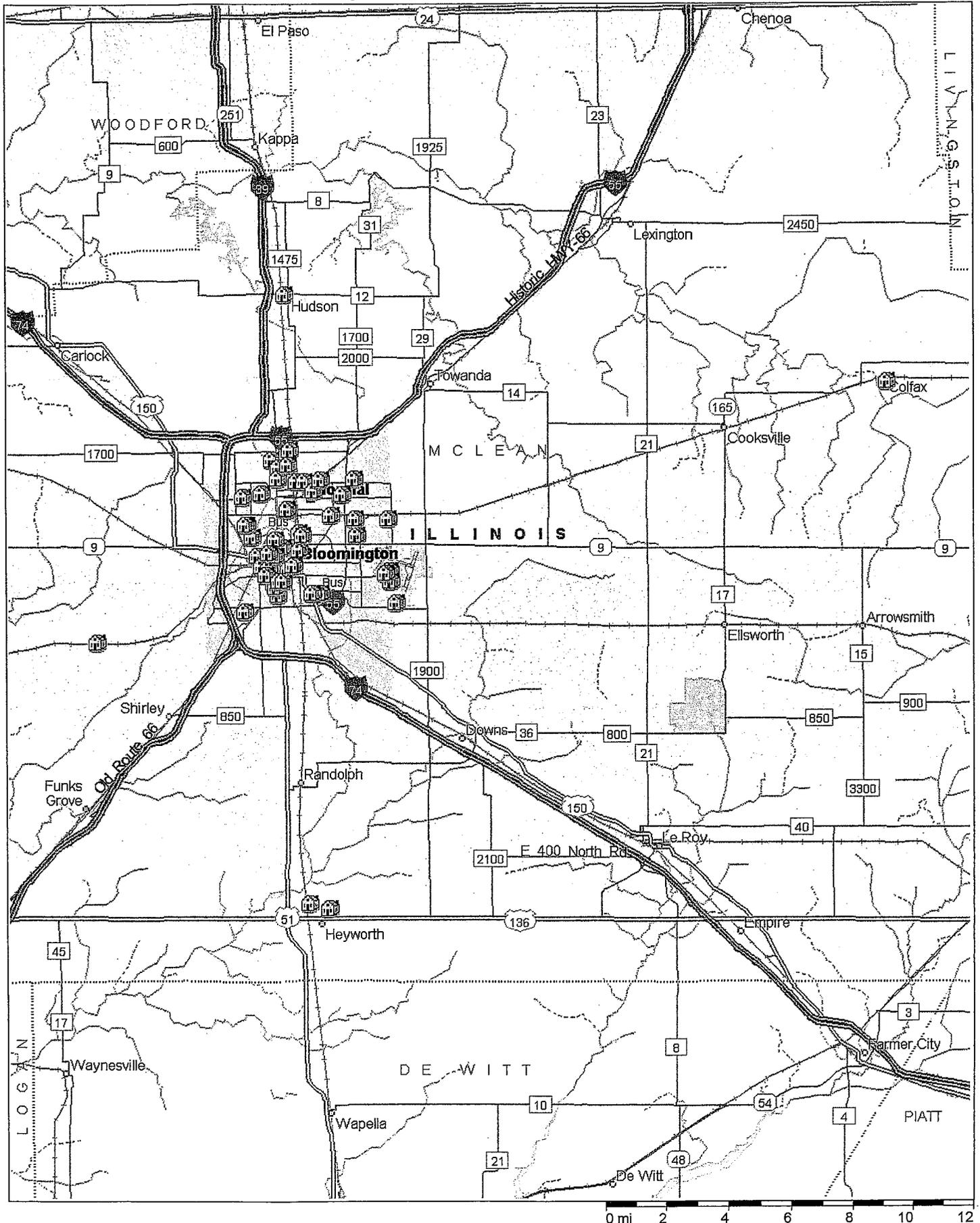
	ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
1	. 101 S EAST STREET	ARROWSMITH	IL	61722	\$78,764.00
2	. 404 UNION STREET	BLOOMINGTON	IL	61701	\$83,256.00
3	. 220 MEADOWBROOK DRIVE	BLOOMINGTON	IL	61701	\$105,952.00
4	. 1704 N COTTAGE AVENUE	BLOOMINGTON	IL	61701	\$106,879.00
5	. 1614 S MADISON STREET	BLOOMINGTON	IL	61704	\$91,680.00
6	. 9256 ORION DRIVE	BLOOMINGTON	IL	61704	\$128,905.00
7	. 1114 DORAL AVENUE	BLOOMINGTON	IL	61701	\$140,882.00
8	. 1217 KOCH STREET	BLOOMINGTON	IL	61701	\$116,955.00
9	. 1210 GETTYSBURG DRIVE	BLOOMINGTON	IL	61704	\$123,068.00
10	. 430 STANDISH DRIVE	BLOOMINGTON	IL	61704	\$125,230.00
11	. 303 S MCLEAN STREET	BLOOMINGTON	IL	61701	\$88,203.00
12	. 8 EDGEWOOD COURT	BLOOMINGTON	IL	61701	\$152,081.00
13	. 717 W LOCUST STREET	BLOOMINGTON	IL	61701	\$64,401.00
14	. 1002 W FRONT STREET	BLOOMINGTON	IL	61701	\$65,264.00
15	. 1205 W MULBERRY STREET	BLOOMINGTON	IL	61701	\$78,764.00
16	. 2812 GILL STREET	BLOOMINGTON	IL	61704	\$147,417.00
17	. 1505 N LINDEN STREET	BLOOMINGTON	IL	61701	\$119,492.00
18	. 1104 S LEE STREET	BLOOMINGTON	IL	61701	\$92,669.00
19	. 1224 LOW STREET	BLOOMINGTON	IL	61701	\$87,220.00
20	. 819 W MILL STREET	BLOOMINGTON	IL	61701	\$87,696.00
21	. 1234 MOUNT VERNON DRIVE	BLOOMINGTON	IL	61704	\$100,079.00
22	. 3604 BALLYFORD DRIVE	BLOOMINGTON	IL	61704	\$128,189.00
23	. 1534 MARTIN LUTHER KING SDRIVE	BLOOMINGTON	IL	61701	\$123,198.00
24	. 10 MOONSTONE COURT	BLOOMINGTON	IL	61704	\$121,089.00
25	. 614 N ROOSEVELT AVENUE	BLOOMINGTON	IL	61701	\$91,344.00
26	. 906 S CENTER STREET	BLOOMINGTON	IL	61701	\$103,666.00
27	. 802 WRIGHT STREET	BLOOMINGTON	IL	61701	\$75,586.00
28	. 8 ROCK GARDEN COURT #2	BLOOMINGTON	IL	61704	\$119,928.00
29	. 808 E CHESTNUT STREET	BLOOMINGTON	IL	61701	\$97,615.00
30	. 1014 N PRAIRE STREET	BLOOMINGTON	IL	61701	\$144,434.00
31	. 3410 MCNIFF DRIVE	BLOOMINGTON	IL	61704	\$133,119.00
32	. 803 E FRONT STREET	BLOOMINGTON	IL	61701	\$118,196.00
33	. 1001 E EMERSON STREET	BLOOMINGTON	IL	61701	\$78,845.00
34	. 1642 MARTIN LUTHER KING DRIVE	BLOOMINGTON	IL	61701	\$127,893.00
35	. 109 W FIFER STREET	COLFAX	IL	61728	\$79,687.00
36	. 10826 JANE LANE	COVELL	IL	61704	\$90,081.00
37	. 4634 CIRCLE DRIVE	HEYWORTH	IL	61745	\$107,539.00
38	. 706 ARROWHEAD	HEYWORTH	IL	61745	\$98,708.00
39	. 113 S WEST STREET	HUDSON	IL	61748	\$135,502.00
40	. 905 FAIRCHILD AVENUE	NORMAL	IL	61761	\$98,618.00
41	. 1102 PERRY LANE	NORMAL	IL	61761	\$152,047.00
42	. 211 W RAAB ROAD	NORMAL	IL	61761	\$137,243.00
43	. 25 ETHELL PARKWAY	NORMAL	IL	61761	\$116,023.00
44	. 1101 BAKEWELL AVENUE	NORMAL	IL	61761	\$115,862.00
45	. 1104 HENRY STREET	NORMAL	IL	61761	\$136,060.00
46	. 1617 SCHOOL STREET	NORMAL	IL	61761	\$115,101.00
47	. 1811 JACOBSEN DRIVE	NORMAL	IL	61761	\$112,484.00
48	. 1711 ROCKINGHAM DRIVE #B	NORMAL	IL	61761	\$94,100.00
49	. 1020 N LINDEN STREET	NORMAL	IL	61761	\$115,710.00
50	. 1712 LINDA LANE	NORMAL	IL	61761	\$86,100.00

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

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

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
51 . 909 N BEECH STREET	NORMAL	IL	61761	\$103,073.00
52 . 504 MANCHESTER ROAD	NORMAL	IL	61761	\$111,497.00
53 . 219 MARTIN STREET	NORMAL	IL	61761	\$153,823.00
54 . 1204 GEORGE DRIVE	NORMAL	IL	61761	\$137,938.00
55 . 1564 HUNT DRIVE #E	NORMAL	IL	61761	\$96,360.00
56 . 1556 HUNT DRIVE #E	NORMAL	IL	61761	\$94,900.00
57 . 1506 NORTHBROOK #204	NORMAL	IL	61761	\$58,100.00
58 . 203 W MONROE STREET	NORMAL	IL	61761	\$133,119.00
		TOTAL:		\$6,327,634.00
		AVERAGE:		\$109,097.14

Assist Originations in McLean County, Illinois



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MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

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

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

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

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

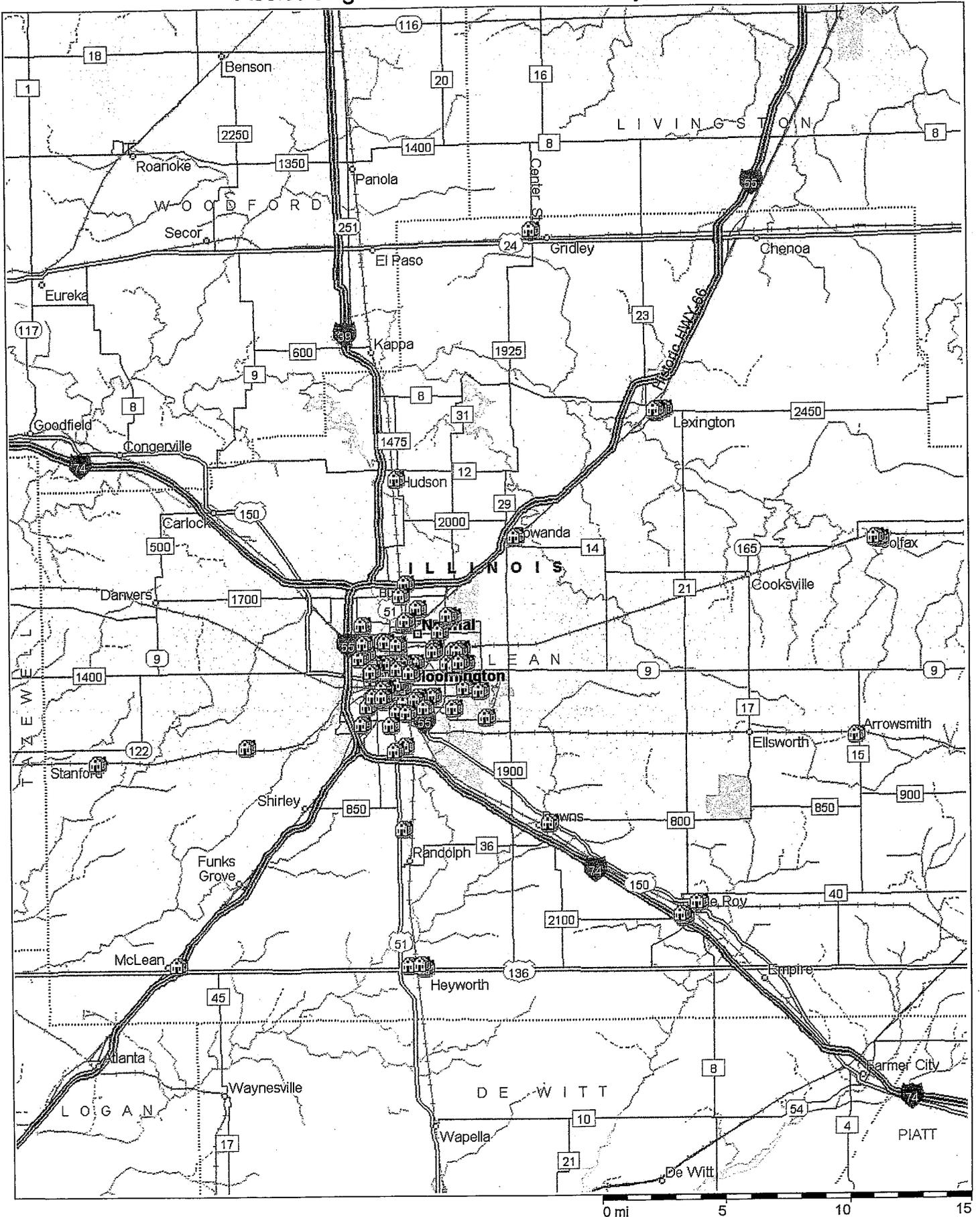
ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
51 . 503 E MONROE STREET	BLOOMINGTON	IL	61701	\$87,121.00
52 . 1514 N WESTERN AVENUE	BLOOMINGTON	IL	61701	\$114,593.00
53 . 506 E GRAHAM STREET	BLOOMINGTON	IL	61701	\$108,529.00
54 . 1226 SANDBURG DRIVE	BLOOMINGTON	IL	61704	\$121,267.00
55 . 1101 W MACARTHUR AVENUE	BLOOMINGTON	IL	61701	\$117,029.00
56 . 811 W GROVE STREET	BLOOMINGTON	IL	61701	\$94,141.00
57 . 903 E WALNUT STREET	BLOOMINGTON	IL	61701	\$96,069.00
58 . 401 MAIZEFIELD AVENUE	BLOOMINGTON	IL	61701	\$92,162.00
59 . 9 YOTZONOT DRIVE	BLOOMINGTON	IL	61704	\$134,233.00
60 . 3412 MCNIFF DRIVE	BLOOMINGTON	IL	61704	\$132,675.00
61 . 410 STANDISH DRIVE	BLOOMINGTON	IL	61704	\$125,200.00
62 . 1229 BANCROFT DRIVE	BLOOMINGTON	IL	61704	\$137,735.00
63 . 204 W FIFER STREET	COLFAX	IL	61728	\$85,209.00
64 . 304 E WOOD STREET	COLFAX	IL	61728	\$59,885.00
65 . 115 MALLARD ROAD	DOWNNS	IL	61736	\$156,665.00
66 . 111 W 7TH STREET	GRIDLEY	IL	61744	\$77,309.00
67 . 202 CONSTITUTION AVENUE	HEYWORTH	IL	61745	\$123,258.00
68 . 304 W CLARKE STREET	HEYWORTH	IL	61745	\$90,193.00
69 . 507 E PEASE STREET	HEYWORTH	IL	61745	\$93,126.00
70 . 506 S MCLEAN STREET	HUDSON	IL	61748	\$96,475.00
71 . 511 E NORTH STREET	LEROY	IL	61752	\$58,464.00
72 . 505 S HEMLOCK STREET	LEROY	IL	61752	\$105,952.00
73 . 502 S BUCK ROAD	LEROY	IL	61752	\$76,277.00
74 . 112 N VINE STREET	LEXINGTON	IL	61753	\$82,215.00
75 . 107 S CHERRY STREET	LEXINGTON	IL	61753	\$94,141.00
76 . 110 WEST STREET	LEXINGTON	IL	61753	\$92,821.00
77 . 202 S BENSON STREET	LEXINGTON	IL	61753	\$64,885.00
78 . 107 N 2ND STREET	MCLEAN	IL	61754	\$81,274.00
79 . 909 E SHELBOURNE DRIVE	NORMAL	IL	61761	\$118,937.00
80 . 903 N LINDEN STREET APT 129	NORMAL	IL	61761	\$88,470.00
81 . 1123 OGELTHORPE AVENUE	NORMAL	IL	61761	\$132,660.00
82 . 9 PAYNE PLACE	NORMAL	IL	61761	\$115,608.00
83 . 1713 JACOBSSSEN DRIVE	NORMAL	IL	61761	\$113,680.00
84 . 1301 OGELTHORPE AVENUE	NORMAL	IL	61761	\$136,965.00
85 . 302 E POPLAR STREET	NORMAL	IL	61761	\$89,167.00
86 . 726 DALE STREET	NORMAL	IL	61761	\$102,971.00
87 . 111 CROSSING DRIVE	NORMAL	IL	61761	\$90,639.00
88 . 1111 OGELTHORPE AVENUE	NORMAL	IL	61761	\$148,799.00
89 . 413 W HOVEY AVENUE	NORMAL	IL	61761	\$93,560.00
90 . 1117 OGELTHORPE AVENUE	NORMAL	IL	61761	\$113,172.00
91 . 1627 ERIN DRIVE	NORMAL	IL	61761	\$131,344.00
92 . 1706 3 ROCKINGHAM DRIVE	NORMAL	IL	61761	\$90,716.00
93 . 1219 ROLAND DRIVE	NORMAL	IL	61761	\$120,988.00
94 . 1700 COOK DRIVE	NORMAL	IL	61761	\$144,942.00
95 . 5 HALE COURT	NORMAL	IL	61761	\$86,072.00
96 . 1912 PARKWEST	NORMAL	IL	61761	\$151,755.00
97 . 1167 BLUE BILL WAY	NORMAL	IL	61761	\$150,639.00
98 . 104 E POPLAR STREET	NORMAL	IL	61761	\$104,037.00
99 . 1560 HUNT DRIVE APT E	NORMAL	IL	61761	\$93,600.00
100 . 1114 CHIPPEWA STREET	NORMAL	IL	61761	\$123,887.00

MCLEAN COUNTY, ILLINOIS
Collateralized Single Family Mortgage Revenue Bonds

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

ADDRESS	CITY	STATE	ZIP	LOAN AMOUNT
101 . 1907 PARK WEST DRIVE	NORMAL	IL	61761	\$162,578.00
102 . 27 ETHELL PARKWAY	NORMAL	IL	61761	\$133,119.00
103 . 9914 DRAYTON STREET	NORMAL	IL	61761	\$134,436.00
104 . 1823 JOHNSON DRIVE	NORMAL	IL	61761	\$121,504.00
105 . 1716 TAFT DRIVE	NORMAL	IL	61761	\$122,307.00
106 . 413 W MAIN STREET	STANFORD	IL	61774	\$58,774.00
107 . 109 E NORTH STREET	TOWANDA	IL	61776	\$107,425.00
		TOTAL:		<u>\$11,265,735.00</u>
		AVERAGE:		<u>\$105,287.24</u>

Assist Originations in McLean County, Illinois



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