

FINANCE COMMITTEE AGENDA

Room 400, Government Center Wednesday, July 1, 2009 4:00 p.m.

1.	Roll (Call					
2.	Approval of Minutes: June 2, 2009 May 19, 2009 Stand-up						
3.	Depa	ertmental Matters					
	A.	Phil Dick, Director, Building and Zoning 1) Items to be Presented for Action: a) Request Approval of an Application for Capital Assistance to the Illinois Department of Transportation to provide Rural Public Transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties 2) Items to be Presented for Information: a) General Report b) Other	1-12				
	B.	Peggy Ann Milton, County Clerk 1) Items to be Presented for Action: a) EXECUTIVE SESSION: Personnel Matter b) Request Approval of a Resolution of the McLean County Board Authorizing the County Clerk to Offer a Salary Above the Starting Maximum Salary 2) Items to be Presented for Information: a) Monthly Report, May 2009 b) General Report c) Other	13 14				
	C.	Jennifer Ho, Risk Management 1) Items to be Presented for Action: a) Request Approval of Agreement between McLean County and Pinnacle Actuarial Resources, Inc. to complete an Actuarial Analysis of the County's Self-funded Casualty Reserves for Workers Compensation and					

Liability Lines of Coverages

15-22

	2)	Items (a) b)	to be Presented for Information: General Report Other	
D.	Becky 1)	Items a)	il, County Treasurer to be Presented for Information: Accept and place on file County Treasurer's Monthly Financial Reports as of June 30, 2009 CDAP Revolving Loan Fund Quarterly Report	
		b) c) d) e)	Employee Benefit Fund Quarterly Report General Report Other	,
E.	Rober 1)		an, Supervisor of Assessments to be Presented for Information: McLean County Land Sales Report General Report Other	23-28
F.	Lee No		, County Recorder to be Presented for Information: General Report Other	29-31
G.	Matt F		Director, Nursing Home to be Presented for Information: Monthly Reports General Report Other	32-34
Recor	nmend	Payme	ent of Bills and Transfers, if any, to County Board	
Other	Busine	ess and	Communication	
Adjou	rnment			

4.

5.

6.

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INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO:

Chairman Owens and Members of the Finance Committee

FROM:

Philip Dick, AICP, Director

DATE:

June 24, 2009

RE:

Rural Public Transportation by SHOW BUS

SHOW BUS is submitting an application for capital assistance to the Illinois Department of Transportation in order to provide rural public transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties.

This application will require a public hearing at 9:00 AM at the County Board meeting on July, 21, 2009. A notice of the public hearing is attached to the application and will be published in the Pantagraph on Saturday, June 27th.

X:\IDOT2009\Finance Committee 0709

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

Business # 309-747-2454

Reservation # 800-525-2454

June 23, 2009

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

Dear Mr. Owens:

Attached please find the following:

IDOT Capital Assistance Application

This application will provide vehicles, computers and bus radios to be used in the provision of rural public transportation for DeWitt County, Ford County, Iroquois County, Livingston County and the rural areas of McLean County. A Public Hearing will be held at the upcoming McLean County Board meeting.

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

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

Sincerely,

∠aura Dick

cc: McLean County Building and Zoning Dept.

04.55

ILLINOIS DEPARTMENT OF TRANSPORTATION

CAPITAL ASSISTANCE APPLICATION

May 2009

INTRODUCTION

Required application items are listed on the attached checklist. The applicant will be advised of any missing or supplemental information required with respect to checklist items, or other supporting documentation. The Department considers the application as representing the applicant's intent to undertake the proposed project promptly if approved.

In the course of its review and evaluation of an application, the Department may require the applicant to submit additional information in support of the proposed project. When the Department is satisfied that all information necessary for evaluation of the application has been submitted, a final review will be undertaken. Projects will be judged on the basis of consistency with, and achievement of state and regional program goals and objectives, public transportation system needs, regional impact, and funding availability.

Once review of the application is complete, the Department will recomend its approval to the Governor. Upon approval by the Governor, the Department will process grant contracts for execution by the applicant and the Department.

Application for Capital Assistance Grant

Checklist

Instructions for this application are contained in Appendix F.

Below is a checklist provided to assist preparers of applications in meeting all of the requirements of the application process. All items are required unless otherwise indicated. Completed applications should be sent to the following address.

Director
Illinois Department of Transportation
Division of Public and Intermodal Transportation
J. R. Thompson Center, Suite 6-600
100 W. Randolph
Chicago, IL 60601

<u>List</u>	Key : √ Item Enclosed ⁿ /a Not Applicable
1. Com	pleted Application Form
	A. Project Description
	B. Project Justification
	C. Use of "Innovative/Green" Technology
	D. Proposed Project Budget
	E. Implementation Schedule
2. Publ	ic Notice (Appendix A and B)
3. Histo	oric Preservation (Appendix C)
4. Opin	ion of Counsel (Appendix D)
5. Appl	icant's Governing Board Resolution (Appendix E)
	1. Com 2. Publ 3. Histor 4. Opin

Note: Include this checklist with the application submittal (indicate by cover letter items which are pending).

State of Illinois Department of Transportation Division of Public and Intermodal Transportation

Application for Capital Assistance Grant

Legal Name of App	olicant	·	Date of Application
McLean County			June 15, 2009
Street Address, Cit	y, and Zip Code		June 13, 2009
McLean County La	w and Justice Center		•
104 West Front Str	eet; POBox 2400		
Bloomington, IL 61	702-2400		
Contact Person	Title		Telephone Number
Mike Behary	McLean County	Planner	309-888-5160
Laura Dick	SHOW BUS Director (Ope	erator)	309-747-2454
 Project De Purchase (1 Purchase B 	sached and are considered a passeription (attach additional passeription) Medium Duty and (2) Superus Radios computer Equipment	ges if necessary)	sit Vehicles
In support of this required. I certify complete.	application, I offer the above that the statements herein and	e data and attached su d in the supporting doc	pporting documents as uments are correct and
McLean County Applicant		Date	·
Matt Sorensen Name of Authorized		McLean County Board Title	Chair
Signature		Attest	

B. Project Justification (attach additional pages if necessary)

Through an intergovernmental agreement, McLean County now provides service in DeWitt, Ford, Iroquois and Livingston Counties as well as providing service in non urbanized areas of McLean County. McLean and Iroquois Counties are the two largest counties in the state of Illinois. The following equipment will be used in provision of these services:

- 1. Purchase (1) Medium Duty and (2) Super Medium Duty Paratransit Vehicles: These vehicles will be used to replace (1) Light Duty (VIN 1FDWE35L33HB8076) and (2) Medium Duty (VIN 1FDXE45F5YHC01227 and VIN 1FDXE45F03HB88038) Paratransit vehicles that have met the IDOT funded Vehicle Replacement Criteria #1 of mileage.
- 2. Purchase Bus Radios: The fleet is curently equipped with bus communication/dispatch radios that were either purchased through small state capital grants in 2001 and 2002 (CAP-00-731-ILL or CAP-00-776-ILL) or they are equipped with rebuilt radios. These radios (and the related bus radios and hand held supervisor radio) are obsolete, and other than the few that have been rebuilt, they are well beyond their useful life. The radios are critical in maintaining safety and responsiveness over the extensive area served.
- 3. Purchase Computer Equipment: Due to a lack of small capital funding, aging computers have been replaced out of funds badly needed for operating costs. Due to the aging of equipment, expanding service needs (increased routes, increased service area, increased need to track and document in house maintenance, need to ensure accessibility through enhanced technology of a client-friendly website) the investment in computers is critical to maintaining a high level of safe and efficient service.

C. Use of "Innovative/Green" Technology

Please describe by project the use of innovative or green technology to be incorporated into the project.

- 1. The vehicles will be purchased through IDOT's Consolidated Vehicle Procurement program. IDOT considers innovative and green technology in the construction of these vehicles as much as economically possible. Obviously, public transportation is, by its nature, supportive of green technology
- 2. The "next generation" radios meet Project 25 standards, are Analog/Digital and are enabled to upgrade to the next generation of IP based mobile applications.
- 3. Computers continue to be critical to broad based social innovations. A few of the newer technologies that will be accessed include:
 - a. Vehicle maintenance needs tracked with nearly real time responsiveness
 - b. Website maintenance allowing access by a variety of adaptive software for those with communication barriers
 - c. Nearly real time tracking of service requests

D. Proposed Project Budget

ı	A -4: ::	T ===	,	7		·
	Activity	TOTAL	Federal	State	Local	Estimated % of DBE Participation*
	Purchase of (1) Medium Duty and (2) Super Medium Duty Paratransit Vehicles	\$255,000	\$255,000	·		
	Purchase Bus Radios	\$40,000	\$40,000			.07%
-	Purchase Computer Equipment	\$10,000	\$10,000			.07%
	- · · · · · · · · · · · · · · · · · · ·	İ				
-			,			
			·	·		
-						
	TOTAL	\$305,000	\$305,000			
			,			

^{*} Not applicable for any rolling stock purchase.

10	Implementation Schedule	
ID.	illiblementation Schedille	
L	1	

<u>Implementation Schedule</u> - Show anticipated contract obligations and cash disbursements by fiscal quarter after project approval. Percentages may be used, but please include dollar amounts as well.

(Example: 2009	Major Activity Initiated Contract Ob		
	Vehicles will be ordered once the grant cont		
award	within one year of the grant contract date.\$2	55, 000	e e
1 st Qtr after	Bus radios will be bid, awarded \$40,000		
award			· · · · · · · · · · · · · · · · · · ·
	Computers will be bid, awarded \$10,000		•
award	-		
2 nd Qtr after	Bus radios will be purchased		
	· · · · · · · · · · · · · · · · · · ·		
	Computers will be purchased		
	rd Vehicles will be delivered		3255,000

Appendix B: Public Hearing Notice

COUNTY PUBLIC TRANSPORTATION NOTICE

- I. Notice is hereby given that a public hearing will be held by McLean County on July 21, 2009 at 9:00 A.M. in Room 400, Government Center, 115 E. Washington St. Bloomington, IL concerning a Capital Assistance Grant Application for Improvements to McLean County Non Urban Public Transportation Service in DeWitt, Ford, Iroquois, Livingston and McLean Counties for the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to its Capital Grants Program. The project is generally described as follows:
 - A. Project Description: To purchase two super medium duty (22 passenger each) and one medium duty (14 passenger) passenger paratransit vehicles to be used in the provision of rural public transportation. The total cost of the vehicles is projected to be \$255,000. To purchase bus radios and computers to be used in the provision of rural public transportation. The total cost of the bus radios is projected to be \$40,000 and the total cost of the computers is projected to be \$10,000.
 - B. Relocation: Relocation Assistance will not be required.
 - C. Environment: This project is being implemented to minimize environmental impacts.
 - D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.
 - E. Elderly and Handicapped: All new facilities included in this project will be accessible to the elderly and handicapped.
- II. At the public hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of the project. Interested persons may submit orally or in writing evidence and recommendations with respect to said project.
- III. McLean County requests that any hearing impaired person wishing to attend this Public Hearing notify Mike Behary (phone 309-888-5160) at least one week before the scheduled hearing date so that arrangements can be made to provide an interpreter.
- IV. The application is available for review in Room M102, Government Center, contact Mike Behary, Planner phone 309-888-5160.

Appendix D: Opinion of Counsel

Opinion of Counsel

I, the undersigned am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for McLean County. In this capacity, my opinion has been requested concerning the eligibility of McLean County for grant assistance under the provisions of the Civil Administrative Code of Illinois [20 ILCS 2705/49 et seq.]. You are hereby advised as follows:

- 1. McLean County is an eligible recipient as defined in state regulations.
- 2. There are no provisions in McLean County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit McLean County from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.
- 3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit McLean County from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that McLean County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Signature:

(Attorney's Name)

Attorney for: McLean County

Date: 4/24/09

Appendix E: Governing Board Resolution

Resolution

No.____

under the Illinois Department of Transport	or a Public Transportation Capital Assistance Grant attion's general authority to make such Grants.
WHEREAS, The provision and impressible the development of a safe, efficient, function	ovement of public transportation assets is essential to onal public transportation system; and
WHEREAS, The Illinois Department makes funds available to offset certain transportation assets; and	t of Transportation's authority to make such Grants, a capital costs of providing and improving public
WHEREAS, Grants for said funds will	impose certain obligations upon the recipient.
NOW, THEREFORE, BE IT RESOLUTION.	VED BY THE GOVERNING BOARD OF MCLEAN
riansportation, Department of Transporta	e made to the Division of Public and Intermodal tion, State of Illinois, for a financial assistance grant tation's general authority to make such Grants, for the ortation capital costs of McLean County.
Section 2. That the County Board Cl request, the Vice Chair) of McLean County on behalf of McLean County such applicat	hair (or in the absence of the Chair or by the Chair's y is hereby authorized and directed to execute and file ion.
request, the vice Chair) of McLean Count	nair (or in the absence of the Chair or by the Chair's by is authorized to furnish such additional information blic and Intermodal Transportation in connection with
request, the vice Chair) of McLean Count	nair (or in the absence of the Chair or by the Chair's y is hereby authorized and directed to execute and file I Grant Agreements with the Illinois Department of
PRESENT and ADOPTED this 21st day of	July, 2009
ATTEST:	APPROVED:
Peggy Ann Milton County Clerk McLean County, IL	Matt Sorensen Chair McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE COUNTY CLERK TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the County Clerk has recruited a candidate with skills, knowledge and experience above the minimum required for the position of Office Support Specialist II in the Elections Program, upon the resignation of the incumbent; and,

WHEREAS, the County Clerk has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy in order to adequately and competitively compensate the person she has chosen for this position; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, July 1, 2009, recommended approval of the request of the County Clerk to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of Office Support Specialist II in the Elections Program; now, therefore,

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

- (1) That the County Clerk is hereby authorized to offer a starting salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of Office Support Specialist II in the Elections Program.
- (2) That the County Clerk is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate to fill the position of Office Support Specialist II in the Elections Program.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Clerk's Office, the County Treasurer, and the County Administrator.

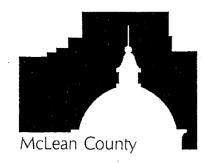
ADOPTED by the McLean County Board this 21st day of July, 2009.

ATTEST:	APPROVED:
Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois	Matt Sorensen, Chairman McLean County Board

McLean County Clerk 2009 Monthly Activity Report (For Period Ending May 31, 2009)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2008 YTD	2009 YTD	2009 Percent of Budget
Example	Number Processed	sed			,										
Assumed Names	20	22	24	23	21								141	110	
\$3.00	\$60.00	\$66.00	\$72.00	\$69.00	\$63.00								\$422.00	\$330.00	33.00%
*Birth Record Requests	909	299	700	615	610								3,930		
\$13.00/\$7.00	\$6,973.00	\$7,208.00	\$8,232.00	\$7,171.00	\$7,192.00	!							\$32,906.00	\$36,776.00	39.12%
*Death Record Requests	93	71	61	81	41								323	284	
\$11.00/\$5.00	\$276.00	\$640.00	\$575.00	\$681.00	\$385.00								\$1,776.00	\$2,557.00	51.14%
Liquor Licenses	0	0	1	0	19								4	20	
Amount Varies	\$0.00	\$0.00	\$305.00	\$0.00	\$11,575.00								\$4,125.00	\$11,880.00	72.00%
Marriage License Applications	37	41	54	83	114								351	329	
\$22.00	\$814.00	\$902.00	\$1,197.00	\$1,826.00	\$2,508.00								\$7,722.00	\$7,247.00	32.94%
*Marriage Record Requests	121	152	1771	183	271								696	904	
\$13.00/\$7.00	\$1,371.00	\$1,694.00	\$1,959.00	\$1,941.00	\$2,817.00								\$7,140.00	\$9,782.00	28.77%
Notary Public Commissions	38	33	45	58	41				-				260	212	:
\$10.00/\$5.00	\$200.00	\$200.00	\$290.00	\$340.00	\$240.00						_		\$1,500.00	\$1,270.00	42.33%
Take Notices	268	281	92	0	0								658	641	
\$15.32	\$4,105.76	\$4,304.92	\$1,413.44	\$0.00	\$0.00								\$9,627.93	\$9,824.12	111.64%
Tax Redemption Fees	98	76	72	106	40								428	401	
\$70.00	\$6,020.00	\$6,790.00	\$5,040.00	\$7,420.00	\$2,800.00								\$29,960.00	\$28,070.00	46.78%
Taxes Redeemed	\$278,927.35	\$278,927.35 \$393,717.56 \$466,273.63 \$317,107.82 \$156,222	\$466,273.63	\$317,107.82	\$156,222.31								\$1,431,206.61	\$1,431,206.61 \$1,612,248.67	N/A
Voter Registrations/ Address Changes/ Cancellations	524	488	685	547	376								6,771	2,620	N/A

* NOTE: Vital record fees increased per County Board Ordinance on January 1, 2009.



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940 FAX: (309) 888-5949 E-

Jennifer.ho@mcleancountyil.gov

E-MAIL:

Memo To:

Matt Sorensen, Chairman, Finance Committeee

Members. Finance Committee

From:

Jennifer Ho, Risk Manager

Date:

June 22, 2009

Subject:

Proposal for Actuarial Analysis - Self-funded Casualty Reserves

Your approval for engaging Pinnacle Actuarial Resources ("Pinnacle") to complete an actuarial analysis of the County's self-funded casualty reserves for workers compensation and liability lines of coverages is requested. The cost for the study is capped at \$7,000, a reduction by \$2,000 from the cost of the study performed in 2007. The proposed agreement is attached for your review.

An analysis of the County's self-funded liabilities fulfills two goals – to comply with GASB 10 and to satisfy the underwriting requirements of prospective excess insurance carriers. A review is necessary to ensure that our reserves are adequate and an accurate loss forecast for future years. As we indicated last February 2007, we need to maintain a conservative approach in funding our self-insured liabilities due to a). the impact of legal fees for outside counsel for tort cases in 2007; and b). the impact of increased benefits and average severity of workers compensation claims.

Our last actuarial review was completed in February 2007 by Pinnacle. Pinnacle was formed from the reorganization of the original firm that performed our actuarial study in 1995. Pinnacle was selected based on its track record, references by other public entities and cost considerations, then and now.

The cost of the study will be capped at a maxium fee of \$7,000.00. A reduction in cost from the 2007 study is possible because of a reduction in set-up costs. The firm will be able to use the templates set up for the 2007 study. Furthermore, the contract contains the provision to keep costs capped at \$7,000 for the next three years, which works well for updating our reserves.

I will be available at our regular meeting for your questions. You may also contact me prior to our meeting via email or phone as provided above. Thank you.

Consulting Agreement

This agreement is entered into by and between McLean County (hereinafter the County) and Pinnacle Actuarial Resources, Inc. (hereinafter Consultant or Pinnacle) as of July 21, 2009. The County desires to retain the services of Pinnacle as an independent contractor in a consulting capacity to perform the services described below.

Pinnacle and the County agree as follows:

1). Description of Services

Pinnacle agrees to conduct an actuarial review of the County's loss and loss adjustment for the self-funded Workers Compensation program and the self-funded Liability program.

The project will be performed in accordance with GASB Statement 10, as amended by GASB Statement 30 and include:

- Total Annual Loss Projections.
- Estimated Unpaid Case Reserves and Unpaid IBNR at Year End 2008.
- Calculation of Discounted and Non-Discounted Unpaid Liabilities at Year End 2008.
- Calculation of Annual Required Contributions

The report is to be completed within fifteen (15) days of the receipt of the data required for the analysis. A formal presentation to the county board will be completed if requested.

2). Production of Data and Information

The County agrees to provide all information relevant to Pinnacle's determination of any conflict of interest.

The County further agrees to provide the complete and accurate data and information requested by Pinnacle necessary for Pinnacle to conduct a thorough actuarial review of the County's loss and loss adjustment expense reserves. The County agrees that failure to provide complete and accurate information may extend all the due dates for Pinnacle's work products and may increase the total expected fees charged for the work.

3). Qualifications and Limitations

The County acknowledges that there is inherent uncertainty in any estimate of loss and loss adjustment expenses and agrees that Pinnacle can provide no guarantee that actual loss emergence will match the reasonable expectations underlying Pinnacle's reserve estimates.

The County agrees that Pinnacle's reserve estimates and reports are for the internal use of the County only and will not further distribute the estimates and reports without the prior written consent of Pinnacle.

Pinnacle hereby agrees that the report may be released to the County vendors without further written approval, but only if the report is released in their entirety (i.e., with all exhibits and appendices). Furthermore, such third parties must be made aware that our report is not a substitute for their own due diligence and they should place no reliance on the report that would result in the creation of any duty or liability by Pinnacle to such third party.

4). Term and Extension

This agreement shall be effective as of July 21, 2009 and remain in effect until December 31, 2009 unless terminated earlier in accordance with Section 8. The agreement may be extended at the County's option for up to three years from the effective date of this agreement.

5). Place of Performance

Pinnacle will perform the services at a location of Pinnacle's choice.

6). Compensation

The County will pay Pinnacle fees based on accrued charges for professional fees and certain out-of-pocket expenses (such as travel and express mail). The maximum professional fees are to be \$7,000 plus out of pocket expenses. Out of pocket expenses are limited to \$500. Pinnacle will invoice the County monthly; the invoice will be due and payable 30 days following receipt of the invoice. Any invoiced amount remaining unpaid at the time of preparing the following monthly invoice will be increased by a 1% per month administration charge.

The maximum professional fees will be maintained for the three optional renewal periods by Pinnacle.

Any additional services outside the scope of the services detailed in the Description of Services section will be billed at Pinnacles standard hourly rate.

7). Control of Consultant Work Product

Pinnacle will conduct its review of the County's loss and loss adjustment expense reserves and prepare its report using generally accepted actuarial procedures and practices. At the conclusion of the engagement, Pinnacle is required by its governing professional body to maintain for a reasonable period of time sufficient documentation of its opinions and analyses such that another qualified person could reasonably follow the analysis. These documentation files, including all reports and worksheets created by Pinnacle, shall remain the property of Pinnacle. The documentation files will be maintained so as to protect the confidentiality of the County and will be made available to the County upon request, subject to usual and standard limitations on use.

In the course of the engagement, Pinnacle may utilize newly created or existing software, electronic worksheets, or analytical methods which increase the efficiency and accuracy of

its work, all to the benefit of the County. At all times, Pinnacle is and shall remain the sole owner of any software, electronic worksheets or analytical methods used in connection with the engagement even if such software, electronic worksheets or analytical methods were developed as part of the engagement.

We recognize that during the course of our engagement we will likely become a holder of data and information confidential to County. We will take reasonable measures to protect the confidentiality of the data and information provided to us. All Pinnacle employees are required to sign a confidentiality agreement as a condition of employment that is designed to protect the confidentiality of our clients' data and information.

8). Termination

The County may terminate this Agreement with 30 days advance notice for (1) Pinnacle's misconduct, including but not limited to fraud, theft, dishonesty, harassment, unethical conduct; or (2) Pinnacle's breach of this Agreement. Pinnacle may terminate this Agreement with 30 days advance notice for any material breach of this Agreement by the County.

9). Indemnity

The County shall compensate Pinnacle, at its normal hourly billing rates, for subsequent involvement relating to demands, claims, suits, and damages, arising out of or in connection with Pinnacle's performance of the duties provided for herein, unless caused by the negligence or other wrongful conduct of Pinnacle.

Pinnacle shall hold-harmless and indemnify the County for incurred expenses relating to demands, claims, suits and damages arising from Pinnacle's negligent or wrongful conduct with regard to the performance of the duties provided for herein.

10). Limitation of Damages

The County agrees that if the County terminates the Agreement for any reason other than the negligence of the consultant, Pinnacle is entitled to receive payment for all work completed and in process as of the date of termination, all reasonable and necessary out-of-pocket expenses, incurred as of the date of termination, and all software/computer access expenses incurred as of the date of termination.

This Agreement does not create a joint venture, partnership, employment or agency relationship between County and Pinnacle.

11). Compliance With All Laws/Partial Invalidity

a.' Compliance:

Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

b. Partial Invalidity:

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then this Agreement shall nevertheless remain in full force and effect and such term or provision shall be deemed stricken.

12). Governing Law

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Illinois.

No failure or delay by either party hereto to exercise any right, power or privilege provided hereunder or under applicable law shall operate as a waiver thereof. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

13). Notices

All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered personally or when deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested, addressed as set forth below:

a. If to the County:

McLean County

115 East Washington St Bloomington, IL 61702-2400

Attn: Ms. Jennifer Ho, Risk Manager

b. If to PINNACLE:

Pinnacle Actuarial Resources, Inc.

P.O. Box 6139

Bloomington, IL 61702-6139

Attn: Mr. Paul A. Vendetti, Consulting Actuary

Either party may change the address to which communications are to be sent by giving notice to such change of address in conformity with the provisions of this section.

14). Assignment

Neither Pinnacle nor the County shall assign or transfer any rights or obligations under this Agreement without the other party's prior written consent, and any attempt of assignment or transfer without such consent shall be void.

15). Dispute Resolution

a. Negotiation. The parties will attempt in good faith to resolve any controversy, dispute, claim or question arising out of or in relation to this Agreement, including without limitation, its interpretation, performance or non-performance by either party,

termination, or any breach thereof (hereinafter, collectively "Controversy") promptly by negotiation between designated representatives of the parties who have authority to settle the Controversy and do not have direct responsibility for administration of this Agreement.

The disputing party shall give the other party written notice of the Controversy. Within twenty (20) days after receipt of the above notice, the receiving party shall submit to the other a written response. The notice and response shall include (i) a statement of each party's position, and (ii) the name and title of each party's designated representative. The designated representatives will meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Controversy.

- b. Mediation. If the Controversy has not been resolved by negotiation within forty-five (45) days of the disputing party's notice, or the party receiving the notice will not meet within thirty (30) days, either party may, upon written notice by one party to the other, initiate mediation of the Controversy in accordance with the Commercial Mediation Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this Section. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in this regard from the American Arbitration Association if they are unable to agree upon such appointment with twenty (20) days of the notice of mediation. The parties agree to participate in good faith in the mediation and negotiations thereto for a period of thirty (30) days after the appointment of the mediator. The parties shall share equally the cost of the mediation.
- c. Binding Arbitration. If the Controversy has not been resolved by mediation within thirty (30) days of the appointment of the mediator, or if a mediator is not appointed within thirty (30) days of the notice of mediation, upon written notice, either party may elect to submit the Controversy to binding arbitration conducted in the city where the services are being performed. The parties to this Agreement, by entering into it, are expressly waiving their rights to have any Controversy decided in a court of law and/or equity before a judge or jury, and instead are accepting the use of binding arbitration. Such arbitration shall be governed by the provisions of the Commercial Arbitration Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this Section.

In the event the parties cannot agree upon a single arbitrator within thirty (30) days of the written notice of arbitration above, each party shall choose one (1) arbitrator within fifteen (15) working days after the expiration of such thirty (30) day period and the two (2) arbitrators so chosen shall choose a third arbitrator. If either party refuses or otherwise fails to choose an arbitrator within such fifteen (15) working day period, the requesting party may choose a total of two (2) arbitrators who shall choose the third. If the two (2) arbitrators chosen fail to select the third arbitrator within ten (10) working days after both have been named, each arbitrator shall name three (3) candidates, of whom the other shall decline two (2), and the decision shall be made by drawing lots. The arbitrator(s) chosen shall act as neutral arbitrator(s). In the event of the death,

disability or incapacity of any arbitrator, a replacement shall be named pursuant to the process which resulted in the selection of the arbitrator to be replaced.

If the arbitrator(s) or the parties determine, at any stage of the proceedings, that specialized expertise is necessary to fully evaluate and decide the Controversy, a neutral advisor with the experience and qualifications necessary to assist the arbitrator(s) to decide the Controversy may be selected provided that the use of an expert neutral advisor is approved by all parties. Once the determination to utilize an expert neutral advisor is made, the arbitrator(s) shall propose such a neutral advisor. Either party may veto the neutral advisor proposed by the arbitrator(s) within five (5) working days of receiving notice of the proposal. Absent such a veto, the neutral advisor proposed by the arbitrator(s) shall be retained. If the neutral advisor proposed by the arbitrator(s) is vetoed by one or both of the parties, the arbitrator(s) shall continue to propose neutral advisors until one is accepted.

The arbitration hearing shall be held within thirty (30) days following appointment of the final arbitrator, unless otherwise agreed to by the parties. If either party refuses or otherwise fails to participate in such an arbitration hearing, such hearing shall proceed and shall be fully effective in accordance with this Section, notwithstanding the absence of such party. The arbitrator(s) shall determine the Controversy in accordance with the substantive law of the State in which the services are being performed, excluding the conflicts provisions of such law. The arbitrator(s) may abstain from following the strict rules of evidence. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The decision of the arbitrator, or a majority of the arbitration panel, shall be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each party.

This Dispute Resolution process shall be the sole and exclusive means for resolving any Controversy provided, however, that either party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the parties will continue to participate in good faith in this Dispute Resolution process. The initiation of this Dispute Resolution process shall toll the running of the statute of limitations for any cause of action arising from the Controversy. All time limitations contained in the Dispute Resolution sections above, may be altered by mutual agreement of the parties.

16). Attorneys' Fees

If either party seeks judicial relief in respect to this Agreement, then the prevailing party in such action shall be entitled to recover reasonable attorney' fees and the costs from the non-prevailing party.

17). Entire Agreement

This Agreement constitutes the entire contract between the parties. This Agreement fully replaces and supersedes any and all prior agreements between the parties. The County and Pinnacle have not relied upon any other statement, agreement or contract, whether written or oral, in deciding to enter into this Agreement. No modification or amendment hereto shall be valid unless executed in writing by each of the parties to the Agreement. This Agreement is not effective until signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

CONSULTANT	CLIENT	
Pinnacle Actuarial Resources, Inc.	McLean County	
Ву:	Ву:	
Title: Consulting Actuary	Title:	
Date:	Date:	

McLean County Supervisor of Assessments

Memo

To: Honorable Members of the Finance Committee

From: Robert T. Kahman

cc: file

Date: June 19, 2009

Re: Sample acreage land sales across McLean County March and April 2009

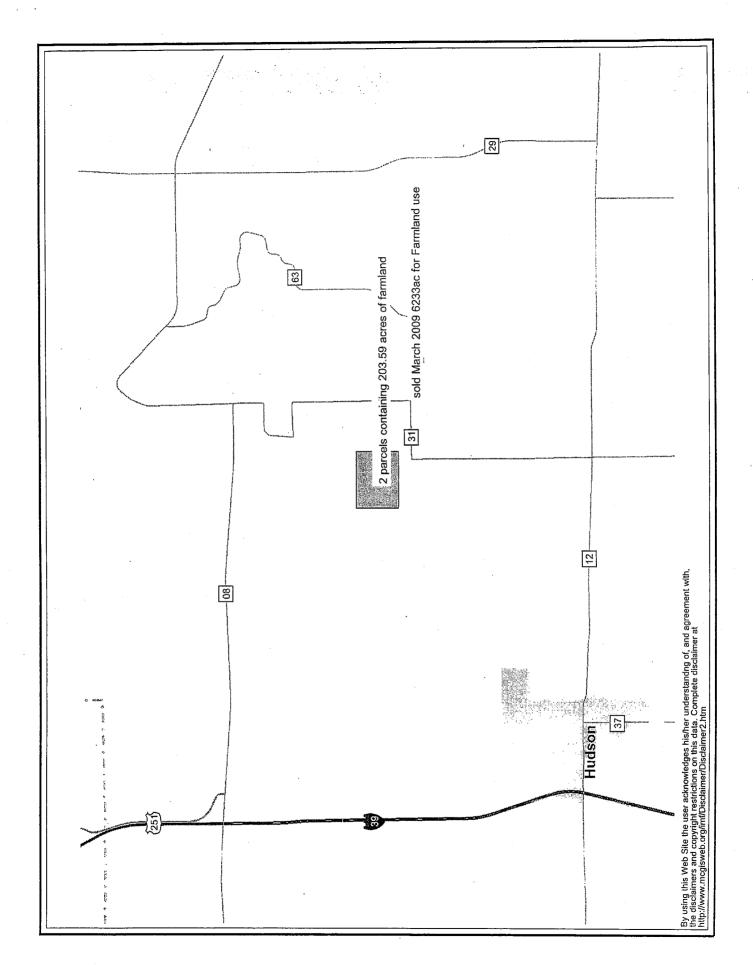
I have been following land sales as part of my overall watch on the state of real estate value in McLean County during the recession. Four sales of acreage have crossed by desk that I feel give us a good snapshot view of current acreage values.

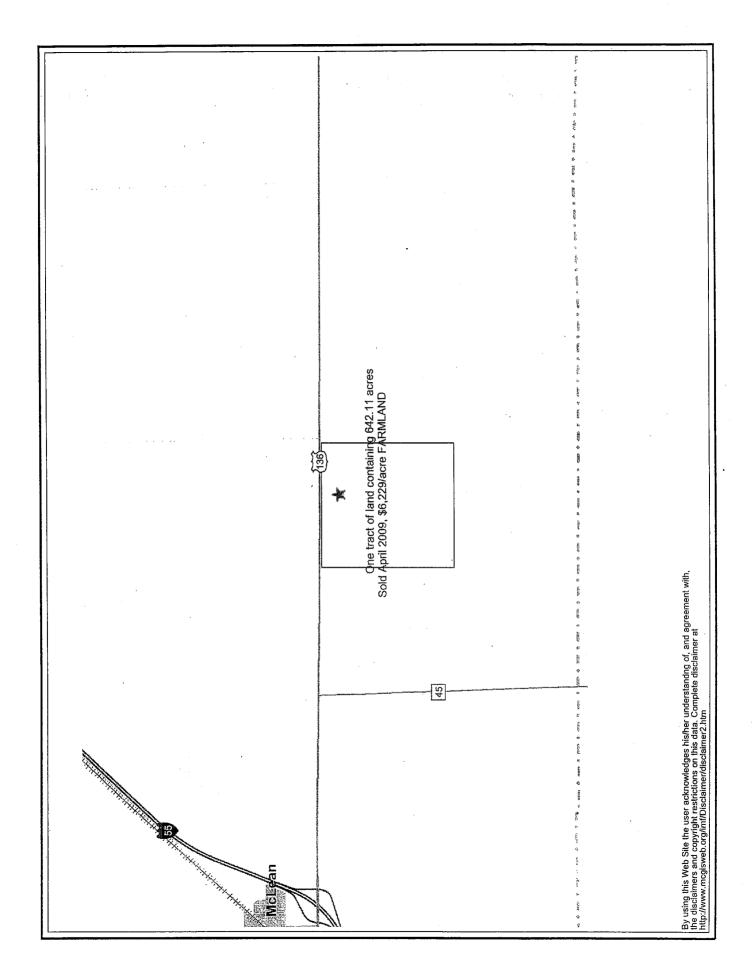
- 1. Rural Hudson. This is a sale of 203.59 acres that sold in March. The land sold for \$6,233 per acre for use as farmland.
- 2. Rural McLean. This is the sale of 642.11 acres that sold in April. The land sold for \$6,229 per acre for use as farmland.
- 3. Normal Township. This is the sale of a tract of land at the North end of Hershey Road in Normal. It sold for \$26,931 per acre for 102.8 acres of farmland. The land will be developed. This parcel is East of Menards and zoned R2.
- 4. Heyworth in Randolph Township. This 99 acre sale consists of a tract that has already had some infrastructure improvements and is already platted and subdivided. It sold in March for \$40,498 per acre for development.

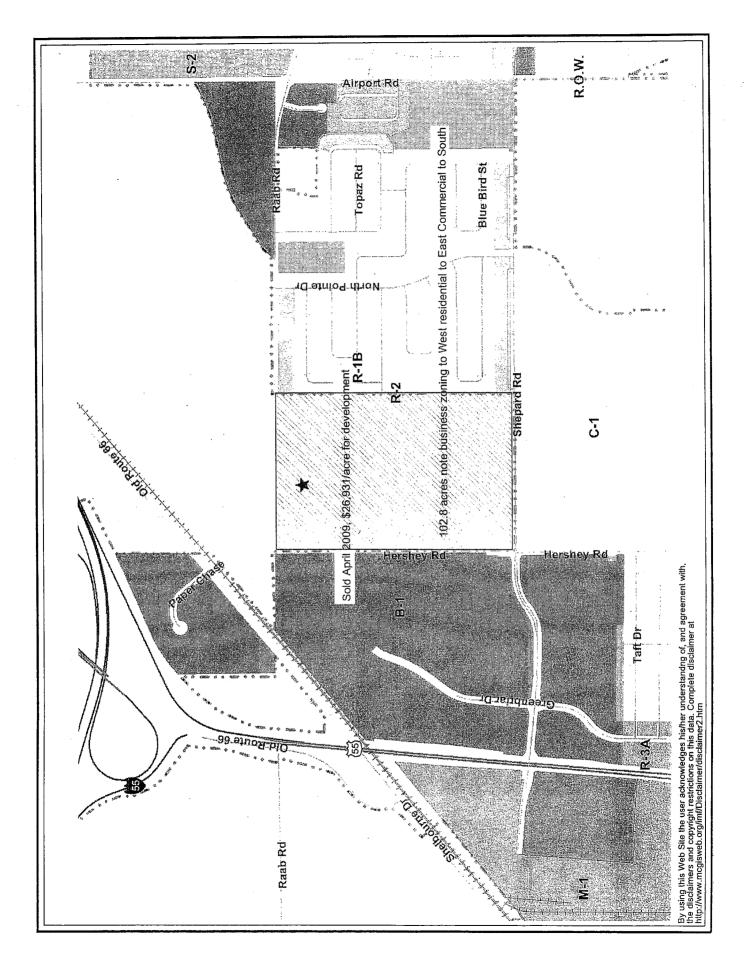
The farmland sales have consistently been coming in at \$6,000 plus for farm use. The development sales range from the \$27,000 raw farmland sale in Normal to the \$40,000 tract in Heyworth that has site improvements and roads.

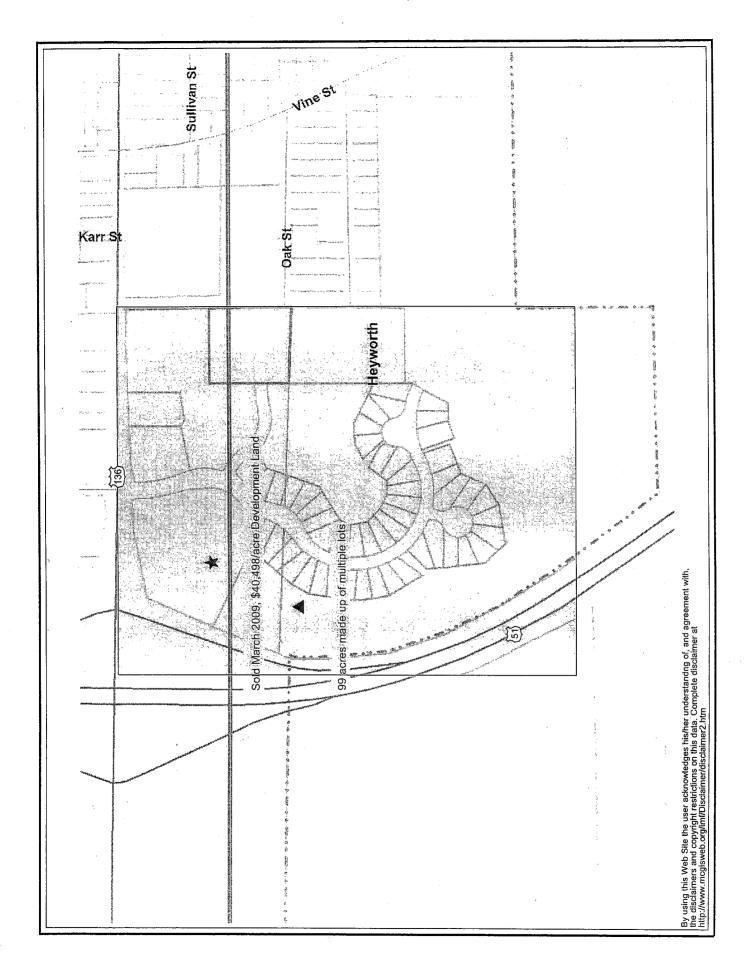
I have included 5 map prints of these sites, with an ortho-photo of the Heyworth site so you can see the site improvements that were in place in 2008 when the photos were created.

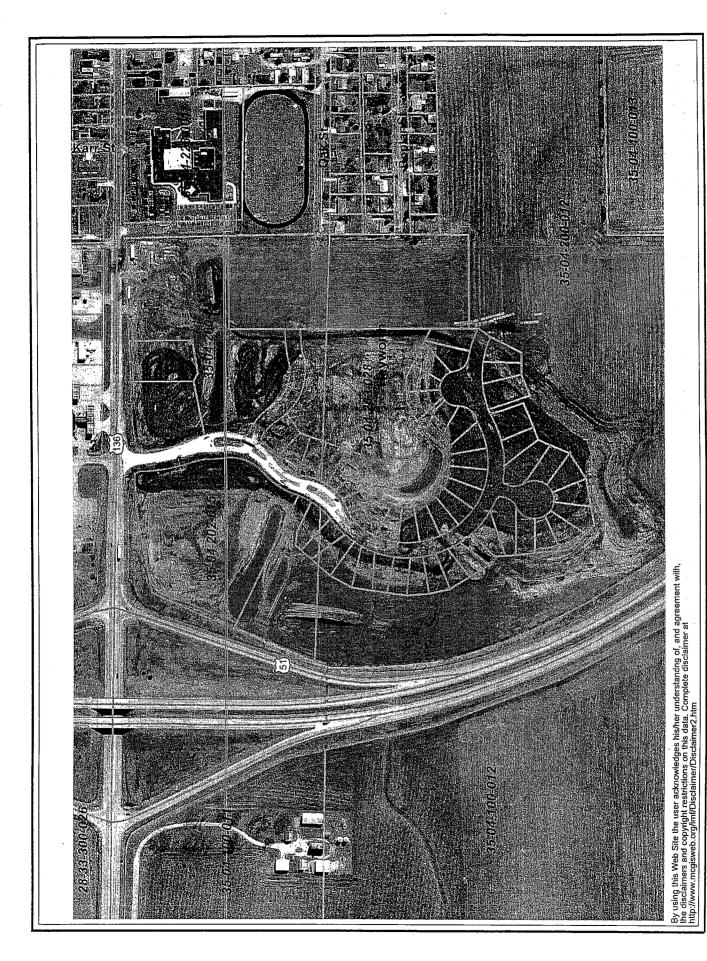
My analysis is that these sales across the county demonstrate that land in McLean County remains desirable for both farming and development. The values have held strong and continue to support the notion that we as a county are weathering the recession well.













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

June 12, 2009

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

Please be advised for the month of May 2009 that revenue, state stamp inventory and receipts, and receivables reconcile with the general ledger.

A copy of May 2009's "Monthly Account Balances" is attached.



H. LEE NEWCOM COUNTY RECORDER

115 East Washington Street, Room M-104 • PO Box 2400 • Bloomington, Illinois 61702-2400 Phone (309) 888-5170 • Fax (309) 888-5927

Email: recorder@mcleancountyil.gov • Website: www.mcleancountyil.gov/recorder

MONTHLY REPORT OF OFFICIAL RECEIPTS

TO THE COUNTY BOARD OF MCLEAN COUNTY

I, H. Lee Newcom, Recorder, in and for the County of McLean and the State of Illinois, respectfully present the following report of all fees received for the Recorder's office, for and during the period of May 1, 2009 through May 31, 2009

office, for any daring the party	•	•
RECEIPTS:		
Due IDOR-Rental Housing Program	\$	29,934.00
Copy Fees	\$	654.55
Recording Fees	\$	55,994.00
County Revenue Stamps	\$	20,609.25
Microfilm Sales	\$	-
Data Sales	\$	280.00
Recorder Receivable	\$	52.00
Rental Housing Support Program	\$	3,326.00
Document Storage	\$	10,464.00
GIS Document Storage	\$	3,488.00
Document Storage Receivable	\$	40.00
State Revenue Stamps	\$	41,218.50
GIS Fund	\$	17,437.00
GIS Receivable	\$	20.00
Unclassified Revenue	\$	
Total Receipts	\$	183,517.30
	_	100 517 00
Deposited with County Treasurer	\$	183,517.30
Balance on hand:	œ	50.00
Cash	\$	1,265.00
Accounts Receivable	\$ \$	1,315.00
Total	Φ	1,315.00

Respectfully submitted this 12th day of June 2009

H. Lee Newcom McLean County Recorder FILED
MCLEAN COUNTY, ILLINOIS

JUN 12 2009

County CLERK

Final For 05/2009

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Metern Course											
			Monti	Month-to-date Totals	tals			Year-to-date	Year-to-date Totals through May, 2009	May, 2009	
		Cash/Check/		Charges	Other Pay		Cash/Check/		Charges	Other Pay	
Account #	Account Description	Change	Charge	Paid	Method	Total	Change	Charge	Paid	Method	Total
01-0-0-201-070-034	01-0-0-201-070-034	\$29,403.00	\$0.00	\$0.00	\$531.00	\$29,934.00	\$132,417.00	\$0.00	\$0.00	\$2.034.00	\$134 451 00
01-6-8-410-008-034 Copy Fees	Copy Fees	\$654,55	\$4.00	\$0.00	\$0.00	\$658.55	\$4,205.80	\$6.25	\$0.00	\$0.00	\$4 212 05
01-6-8-410-029-035	Recording Fees	\$55,104.00	\$754.00	\$52.00	\$942.00	\$56,748.00	\$249,837.00	\$2,453.00	\$2,054.00	\$3,560,00	\$253.796.00
01-6-8-410-032-036	County Revenue Stamps	\$20,609.25	\$0.00	\$0.00	\$0.00	\$20,609.25	\$89,788.00	80.00	\$0.00	\$0.00	\$89.788.00
01-6-8-410-111-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	80.00	\$0.00	00 08
01-6-8-410-128-100	Microfilm Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	\$0.00	\$0.00	\$0.00
01-6-8-410-132-100	Data Sales	\$280.00	\$0.00	\$0.00	\$0.00	\$280.00	\$1,300.00	\$0.00	\$0.00	SO 00	\$1 300 00
01-6-8-410-195-035	01-6-8-410-195-035 Rental Hsg Support Progrm	\$3,267.00	\$0.00	\$0.00	\$59.00	\$3,326.00	\$14,713.00	\$0.00	80.00	\$226.00	\$1,300.00 \$14 930 00
16-8-4-102-222-222	16-8-4-102-222-222 Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30 OU	00.66.4
16-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	00.0%	\$0.00
37-6-8-410-089-284	Document Storage	\$10,317.00	\$252.00	\$30.00	\$177.00	\$10,716.00	\$48,261.00	\$1,218.00	\$1.161.00	\$693.00	\$0.00
37-6-8-410-181-100	37-6-8-410-181-100 Gis Document Storage	\$3,439.00	\$84.00	\$10.00	\$59.00	\$3,572.00	\$16,087.00	\$406.00	\$387.00	\$231.00	\$48,011.00
51-0-0-126-001-903	51-0-0-126-001-903 State Revenue Stamps	\$41,218.50	\$0.00	\$0.00	\$0.00	\$41,218.50	\$179,576.00	\$0.00	80.00	00.15.2	2170 578 0018
67-6-8-410-181-100 Gis Fund	Gis Find	\$17 169 00	\$171.00	\$20 DD	4000	947 000 00	0				00.070,010

\$80,458.00 \$823,868.05

\$1,155.00 \$7,899.00

\$789.00 \$4,391.00

\$4,907.25 \$824.00

\$79,268.00 \$815,452.80

\$17,608.00 \$184,670.30

\$2,063.00 \$295.00

\$112.00 \$20.00

Final Total: \$181,454.30

\$171.00 \$1,265.00

\$17,162.00

67-6-8-410-181-100 Gis Fund

McLEAN COUNTY NURSING HOME	HOME								
ACCRUED EXPENDITURE Prt Date: June 16, 2009	2009 BUDGET	2009 MONTHLY ALLOC	MAY,2009 ACCRUED EXPENSE	YTD	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/09
. !			000	100 100 1	4 666 560	2 420 652	104 802	7010/7	4 039 462
SALARIES	3,787,221	321,305	3/3,081	1,304,307	123 003	457 777	7 425	44.01%	7020,718
MXF	697'1.87	23,931	110,12	000,000	123,993	201,101	024.	11 2797	400 580
MED/LIFE	490,580	15,847	41,666	702,952	202,932	070,107	0 202 7	41.37.76	490,000
SOC/SEC	289,722	24,607	28,603	119,858	127,493	162,230	cco',	44.01%	300,177
VAC LIAB	30,000	2,548	2,548	12,411	12,411	17,589	0	41.37%	30,000
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
	4 870 203	388 238	474 525	2 016 755	2 133 418	2 745 875	116.662	43.72%	5.156.937
PERSOINIEL	4,019,233	500,230	800.08	338 608	340.011	478 697	1 312	41.53%	821 880
	1 444 650	101,00	242 823	597,654	1 290 205	154 454	692,552	89.31%	3 118 709
CAPITAL	351,270	29,834	29,954	145,320	61,758	289,512	(83,562)	17.58%	149,282
GRAND TOTAL	7,493,930	609,046	808,208	3,098,427	3,825,392	3,668,539	726,964	51.05%	9,246,807
McLEAN COUNTY NURSING HOME	3 HOME								
ACCRUED REVENUE		2009	MAY,2009		ADJUSTED	- 1	YTD	PER CENT	PROJECTED
Prt Date: June 16, 2009	2009 BUDGET	MONTHLY ALLOC	ACCRUED REVENUE	YTD	YTD REVENUE	REMAINING BUDGET	VARIANCE	OF BUDGET	REVENUE 12/31/09
MEDICARE REVENUE	766.500	65.100	65.076	317.100	374,426	392,074	57,326	48.85%	902,069
S IDPA REVENUE	3.153.600	267.840	539,364	1,304,640	2,654,679	498,921	1,350,039	84.18%	6,416,938
	0	0	0	0	0	0	0	#DIV/0i	0
JDC LAUNDRY	8,439	717	694	3,491	2,565	5,874	(926)	30.40%	6,201
JDC FOOD	35,000	2,973	2,984	14,479	10,424	24,576	(4,056)	29.78%	25,197
MEALS	009	51	193	248	1,000	(400)	752	166.67%	2,417
PVT PAY REVENUE	2,151,675	182,745	119,390	890,145	603,421	1,548,254	(286,724)	28.04%	1,458,601
UNCLASS	12,000	1,019	181	4,964	1,238	10,762	(3,727)	10.32%	2,992
INTEREST EARNED	97,990	8,322	0 (40,538	35,430	095'29	(5,109)	36.16%	85,642
SALE OF ASSETS	0	0 1	0	0 000	800	(006)	900	#O1V/O:	2,173
TRANSFER IN TELEPNONE REIMB	5/9,004	49,176 0	66,826 840	623,533	300,007 4,410	(4,410)	4,410	53.27% #DIV/01	10,660
TOTAL ACC REVENUE	6,804,808	577,943	795,548	2,815,140	3,996,500	2,808,308	1,181,360	58.73%	9,660,414
THE CONTRACT	700	. 11	705 540	0 04 0 440	3 006 500	808 808 6	1 181 360	708.43	0.660.414
IOIAL ACC REVENUE	6,804,808	5/1/943	/ 83,346	7,013,140	000,088,0	2,000,300	000,101,1	8/C 1.00	5,000,414
LESS ACCRUED EXPENS	(7,493,930)	(609,046)	(808,208)	(3,098,427)	(3,825,392)	(3,668,539)	(726,964)	51.05%	(9,246,807)
ACC REV - (ACC EXP)	(689,122)	(31,103)	(12,660)	(283,287)	171,109	(860,231)	454,396		413,607
PLUS CAP EXP	0	29,834	29,954	145,320	61,758	289,512	(83,562)		149,282
ACC BAI ANCE	(689 122)	(1.269)	17 294	(137 968)	232.866	(570.719)	370.834		562,889
	(200) (27)	(202(1)	276.1	(2001)		/			

McLEAN COUNTY NURSING HOME
MAY 31 DAYS

DAILY CENSUS

125.0 19 62 62 2828 27 0 22 28 0 91 80 92 ő g PP B/H-PD PP B/H-NON PD FARBED HOLD TOT IN HOUSE TOTAL
MEDICARE
HUMANA/OSF
PA SKILL
PA INT
PP SKILL MEDICARE HUMANA/OSF PA SKILL PA INT
PP SKILL
PP INT
SUB TOTAL PP INT SUB TOTAL NON-CERT PA SKILL PA INT TNI dd

McLEAN COUNTY NURSING HOME
CENSUS Report - 2009

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MONTH	MEDICARE	HUM/OSF	PVT PAY	IDPA	IN HOUSE	BED HOLD	CENSUS	VACANT
JANUARY	6.13	00.0	27.52	87.45	121.10	22.0	121.87	28.13
FEBRUARY	9.18	00.0	23.93	89.50	122.61	0.79	123.39	26.61
MARCH	7.81	00.0	27.68	93.45	128.94	0.10	129.03	20.97
APRIL	5.40	08.0	26.80	92.67	125.67	1.37	126.23	23.77
MAY	68.3	0.61	25.81	93.23	125.03	0.45	124.87	25.13
JUNE								
JULY								
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER					,	٧		
DECEMBER								
1	1	,	1				1	
YTD AVERAGE	6.78	0.28	26.35	91.26	124.67	0.69	125.08	24.92
% OF CAPACITY	4.52%	0.19%	17.56%	60.84%	83.11%	0.46%	83.39%	16.61%