



FINANCE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, September 5, 2006

4:00 p.m.

1. Roll Call
2. Approval of Minutes: August 1, 2006
July 18, 2006 Stand-up Committee Meeting
3. Departmental Matters
 - A. Don Lee, Director, Nursing Home
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution Authorizing the Nursing Home Administrator to Offer a Salary above the Starting Maximum Salary under the McLean County Personnel Ordinance (for a Facilities Maintenance Foreman) 1
 - 2) Items to be Presented for Information:
 - a) Monthly Reports 2-4
 - b) General Report
 - c) Other
 - B. Lee Newcom, County Recorder
 - 1) Items to be Presented for Information:
 - a) General Report 5-24
 - b) Other
 - C. 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 August 31, 2006
 - b) General Report
 - c) Other

- D. Peggy Ann Milton, County Clerk
 - 1) Items to be Presented for Information:
(Document to be provided at meeting)
 - a) Second Quarter Activity Report
 - b) General Report
 - c) Other

- E. Jennifer Ho, Risk Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Contract Agreement with Pinnacle Actuarial Resources, Inc. 25-47
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- F. John M. Zeunik, County Administrator
 - 1) Items to be Presented for Action:
 - a) EXECUTIVE SESSION: Collective Bargaining
 - 2) Items to be Presented for Information:
 - a) Discussion of Proposed County Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County 48-55
 - (1) Enforcement
 - (2) Rule on Smoking within 15-feet from entrance to buildings
 - (3) Schedule and Location of Public Hearings
 - b) General Report
 - c) Other

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

5. Adjournment

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE DIRECTOR OF THE NURSING HOME
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the Director of the Nursing Home has tried to recruit a Facilities Maintenance Foreman to fill a vacancy created by a resignation; and,

WHEREAS, after extensive recruiting and interviewing candidates for this position, the Director of the Nursing Home has not been successful in filling this critical position at the present pay grade and within the starting maximum salary limits set forth in the County's Personnel Policy Ordinance; and,

WHEREAS, the Director of the Nursing Home requested authorization from the Finance Committee to offer a salary above the starting maximum salary in order to recruit an experienced candidate for this position; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, September 5, 2006, approved the request of the Director of the Nursing Home to offer a salary above the starting maximum salary in order to recruit an experienced candidate for the position of Facilities Maintenance Foreman; now, therefore,

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

- (1) That the Director of the Nursing Home is hereby authorized to offer a starting salary at Step 70 of Grade 10 in order to recruit an experienced candidate for the position of Facilities Maintenance Foreman.
- (2) That the Director of the Nursing Home is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of September, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

McLEAN COUNTY NURSING HOME

ACCRUED EXPENDITURE

Prt Date August 28, 2006

	2006 BUDGET	2006 MONTHLY ALLOC	JULY,2006 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/06
SALARIES	3,335,996	283,331	310,865	1,937,496	2,083,544	1,252,452	1,252,452	62.46%	3,587,234
IMRF	286,229	24,310	26,672	166,248	178,768	107,461	12,520	62.46%	307,785
MED/LIFE	384,300	12,256	32,639	223,210	223,210	161,090	0	58.08%	384,300
SOC/SEC	255,204	21,675	23,781	148,228	159,391	95,813	11,163	62.46%	274,423
VAC LIAB	30,000	2,548	2,548	17,425	17,425	12,575	0	58.08%	30,000
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
PERSONNEL	4,291,730	344,119	396,506	2,492,607	2,662,338	1,629,392	169,731	62.03%	4,583,742
COMMODITIES	691,894	58,764	75,490	401,867	443,207	248,688	41,339	64.06%	762,746
CONTRACTUAL	1,377,186	115,710	112,164	799,900	760,871	616,315	(39,029)	55.25%	1,309,990
CAPITAL	188,770	16,287	0	111,384	34,141	154,629	(77,243)	18.09%	58,781
GRAND TOTAL	6,549,580	534,880	584,160	3,805,758	3,900,557	2,649,024	94,798	59.55%	6,715,258

McLEAN COUNTY NURSING HOME

ACCRUED REVENUE

Prt Date August 28, 2006

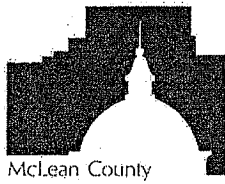
	2006 BUDGET	2006 MONTHLY ALLOC	JULY,2006 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	OF BUDGET SPENT	PROJECTED REVENUE 12/31/06
MEDICARE REVENUE	775,400	65,856	55,342	450,369	463,451	311,949	13,082	59.77%	797,922
IDPA REVENUE	2,581,280	219,232	287,442	1,499,264	1,925,195	656,085	425,931	74.58%	3,314,605
SCHOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
NDC LAUNDRY	7,100	603	2,106	4,124	5,598	1,502	1,474	78.85%	9,638
JDC FOOD	31,501	2,675	6,865	18,296	21,305	10,196	3,008	67.63%	36,680
MEALS	500	42	48	290	385	115	95	77.00%	663
PVT PAY REVENUE	1,862,960	158,224	168,540	1,082,048	1,098,032	764,928	15,984	58.94%	1,890,479
UNCLASS	7,300	620	110	4,240	670	6,630	(3,570)	9.18%	1,154
INTEREST EARNED	41,604	3,533	31,496	24,165	84,420	(42,816)	60,255	202.91%	145,346
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	424,373	36,043	51,244	246,485	345,284	79,089	98,799	81.36%	594,476
TELEPHONE REIMB	0	0	960	0	6,690	(6,690)	6,690	#DIV/0!	11,518
TOTAL ACC REVENUE	5,732,018	486,829	604,153	3,329,282	3,951,030	1,780,988	621,748	68.93%	6,802,481
TOTAL ACC REVENUE	5,732,018	486,829	604,153	3,329,282	3,951,030	1,780,988	621,748	68.93%	6,802,481
LESS ACCRUED EXPENSE	(6,549,580)	(534,880)	(584,160)	(3,805,758)	(3,900,557)	(2,649,024)	(94,798)	59.55%	(6,715,258)
ACC REV - (ACC EXP)	(817,562)	(48,051)	19,993	(476,477)	50,473	(868,036)	526,950		87,223
PLUS CAP EXP	0	16,287	0	111,384	34,141	154,629	(77,243)		58,781
ACC BALANCE	(817,562)	(31,764)	19,993	(365,092)	84,615	(713,407)	449,707		146,003

McLEAN COUNTY NURSING HOME

CENSUS Report - 2006

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	7.61	37.81	99.71	145.13	2.32	147.45	2.55
FEBRUARY	7.79	37.75	96.89	142.43	2.04	144.46	5.54
MARCH	9.58	38.81	93.94	142.32	1.16	143.48	6.52
APRIL	5.40	43.37	91.83	140.60	1.60	142.20	7.80
MAY	6.58	43.87	90.16	140.61	0.74	141.35	8.65
JUNE	5.67	43.47	94.10	143.23	0.93	144.17	5.83
JULY	4.84	40.52	96.94	142.29	1.19	143.48	6.52
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							

YTD AVERAGE 6.78 40.80 94.80 142.37 1.43 143.80 6.20
 % OF CAPACITY 4.52% 27.20% 63.20% 94.92% 0.95% 95.87% 4.13%



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

August 14, 2006

To: Honorable Members of the Finance Committee

From: Lee Newcom, County Recorder

For your information and approval at your September 5, 2006, meeting I present the following attached documents.

1. July 2006 monthly financial reports.

FOR THE MONTH OF JULY 2006

Description	Revenue Account #	GL Balance	Recorder's Rcpts	PLUS 06/30/2006	Less 07/31/2006	Total	Difference
		As Of 7/31/2006	For the Month Of July 2006	Rec Rcpts Dep To GL 07/05/2006	Rec Rcpts Dep To GL 08/01/2006		
Copy Fees	0001-0006-0008 0410-0008	1,499.20	1,533.25	90.95	(125.00)	1,499.20	-
Recording Fees	0001-0006-0008 0410-0029	49,301.00	49,595.00	2,302.00	(2,596.00)	49,301.00	-
County Revenue Stamps	0001-0006-0008 0410-0032	44,720.25	44,292.75	2,323.00	(1,895.50)	44,720.25	-
Micro Film Sales	0001-0006-0008 0410-0128						-
Compact Disc Sales	0001-0006-0008 0410-0132	180.00	280.00	-	(100.00)	180.00	-
Rental HSG Support Program	0001-0006-0008 0410-0195	2,954.00	2,948.00	147.00	(141.00)	2,954.00	-
Document Storage	0137-0006-0008 0410-0089	9,528.00	9,546.00	465.00	(483.00)	9,528.00	-
GIS Document Storage	0137-0006-0008 0410-0181	3,176.00	3,182.00	155.00	(161.00)	3,176.00	-
GIS Fund	0167-0006-0008 0410-0181	15,739.00	15,769.00	775.00	(805.00)	15,739.00	-
		(A)	(B)	(C)	(D)	Sum(B:D)=E	(A-E)

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

Note: The first business day of July 2006 was the 3rd. The 06/30/2006 and 07/03/2006 Recorder receipts were deposited with the Treasurer on 07/05/2006. 06/30/2006 deposit was delayed to allow Treasurer to create a deposit process to handle the new e-Filing recordings.

DON EVERHART
CHIEF DEPUTY RECORDER

Year-to-date Totals through July, 2006

Month-to-date Totals

Account #	Account Description	Cash/Check/Change	Charge	Charges Paid	Total	Cash/Check/Change	Charge	Charges Paid	Total
101-0-0-201-070-034I	Due Idor-Rental Hsg Prog	\$26,532.00	\$0.00	\$0.00	\$26,532.00	\$167,634.00	\$0.00	\$0.00	\$167,634.00
101-6-8-410-008-034I	Copy Fees	\$1,525.00	\$8.25	\$0.00	\$1,533.25	\$11,465.95	\$33.25	\$25.00	\$11,474.20
101-6-8-410-029-035I	Recording Fees	\$50,308.00	\$312.00	\$1,025.00	\$49,595.00	\$315,235.00	\$3,786.00	\$4,039.00	\$314,982.00
101-6-8-410-032-036I	County Revenue Stamps	\$44,292.75	\$0.00	\$0.00	\$44,292.75	\$259,960.25	\$0.00	\$0.00	\$259,960.25
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	\$0.00	\$0.00	\$0.00	\$0.00
101-6-8-410-132-100	Compact Disc Sales	\$280.00	\$0.00	\$0.00	\$280.00	\$2,060.00	\$0.00	\$0.00	\$2,060.00
101-6-8-410-195-035I	Rental Hsg Support Program	\$2,948.00	\$0.00	\$0.00	\$2,948.00	\$18,626.00	\$0.00	\$0.00	\$18,626.00
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	\$(23.00)	\$(23.00)	\$(23.00)	\$(23.00)
37-6-8-410-089-284I	Document Storage	\$9,822.00	\$153.00	\$429.00	\$9,546.00	\$62,133.00	\$1,590.00	\$1,770.00	\$61,953.00
37-6-8-410-181-100	Gis Document Storage	\$3,274.00	\$51.00	\$143.00	\$3,182.00	\$20,711.00	\$530.00	\$590.00	\$20,651.00
51-0-0-126-001-903	State Revenue Stamps	\$88,585.50	\$0.00	\$0.00	\$88,585.50	\$521,787.00	\$0.00	\$0.00	\$521,787.00
67-6-8-410-181-100	Gis Fund	\$15,968.00	\$117.00	\$316.00	\$15,769.00	\$102,010.00	\$1,318.00	\$1,438.00	\$101,890.00
Final Total :		\$243,535.25	\$641.25	\$1,913.00	\$242,263.50	\$1,481,599.20	\$7,234.25	\$7,839.00	\$1,480,994.45

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
		G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0008					
	7/05/2006	602666	RA	Copy Fees-	BEGINNING BALANCE	10,000.00	9,850.00-
		602666	RA	Copy Fees-	Copy Fees-Co. Recorder		90.95-
	7/06/2006	602673	RA	Copy Fees-	Copy Fees-Co. Recorder		8.75-
	7/07/2006	602697	RA	Copy Fees-	Copy Fees-Co. Recorder		77.25-
	7/10/2006	602713	RA	Copy Fees-	Copy Fees-Co. Recorder		41.50-
	7/11/2006	602736	RA	Copy Fees-	Copy Fees-Co. Recorder		74.00-
	7/12/2006	602774	RA	Copy Fees-	Copy Fees-Co. Recorder		124.00-
	7/13/2006	602806	RA	Copy Fees-	Copy Fees-Co. Recorder		247.95-
	7/14/2006	602817	RA	Copy Fees-	Copy Fees-Co. Recorder		30.25-
	7/17/2006	602824	RA	Copy Fees-	Copy Fees-Co. Recorder		212.20-
	7/18/2006	602855	RA	Copy Fees-	Copy Fees-Co. Recorder		140.25-
	7/19/2006	602882	RA	Copy Fees-	Copy Fees-Co. Recorder		38.85-
	7/20/2006	602902	RA	Copy Fees-	Copy Fees-Co. Recorder		96.50-
	7/20/2006	602916	RA	Copy Fees-	Copy Fees-Co. Recorder		27.50-
	7/24/2006	602916	RA	Copy Fees-	Copy Fees-Co. Recorder		15.75-
		602931	RA	Copy Fees-	Copy Fees-Co. Recorder		24.50-
	7/25/2006	602931	RA	Copy Fees-	Copy Fees-Co. Recorder		44.75-
	7/26/2006	602963	RA	Copy Fees-	Copy Fees-Co. Recorder		32.00-
	7/27/2006	602979	RA	Copy Fees-	Copy Fees-Co. Recorder		74.25-
	7/28/2006	602998	RA	Copy Fees-	Copy Fees-Co. Recorder		56.50-
		602998	RA	Copy Fee	Copy Fee Charges		8.25-
	7/31/2006	603008	RA	Copy Fees-	Copy Fees-Co. Recorder		33.25-
					MONTH TOTAL: JULY 2006	.00	1,499.20-
	8/01/2006	603023	RA	Copy Fees-	Copy Fees-Co. Recorder		125.00-
					MONTH TOTAL: AUGUST 2006	.00	125.00-
					Base Acct#/Detl Acct# TOTAL: Copy Fees	10,000.00	11,474.20-
					Sub-Dept. TOTAL : LEGAL REC	10,000.00	11,474.20-
					Department TOTAL : CO.RECORDR	10,000.00	11,474.20-
					Fund TOTAL : GEN. FUND	10,000.00	11,474.20-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0029							
	7/05/2006	602634	RA	ERecord-RF	BEGINNING BALANCE	600,000.00	263,127.00-
		602666	RA	Recording	Recording Fee		120.00-
		602666	RA	Recording	Recording Fees		2,182.00-
		602666	RA	Rec FeeCH	Recording Fee Charges		3,083.00-
	7/06/2006	602673	RA	Recording	Recording Fees		37.00-
	7/07/2006	602697	RA	Recording	Recording Fees		2,821.00-
		602697	RA	Rec FeeCH	Recording Fee Charges		2,717.00-
	7/10/2006	602713	RA	Recording	Recording Fees		20.00-
	7/11/2006	602736	RA	Recording	Recording Fees		2,258.00-
	7/12/2006	602774	RA	Recording	Recording Fees		1,557.00-
	7/13/2006	602806	RA	Recording	Recording Fees		2,310.00-
		602806	RA	ERecord-RF	ERecord-Recording Fee		2,139.00-
	7/14/2006	602817	RA	Recording	Recording Fees		108.00-
		602817	RA	Rec FeeCH	Recording Fee Charges		2,274.00-
	7/17/2006	602824	RA	Recording	Recording Fees		38.00-
		602824	RA	Rec FeeCH	Recording Fee Charges		2,600.00-
		602824	RA	ERecord-RF	ERecord-Recording Fee		5.00-
	7/18/2006	602855	RA	Recording	Recording Fees		108.00-
	7/19/2006	602882	RA	Recording	Recording Fees		2,494.00-
	7/20/2006	602902	RA	Recording	Recording Fees		2,758.00-
	7/24/2006	602916	RA	Recording	Recording Fees		2,422.00-
		602916	RA	ERecord-RF	ERecord-Recording Fee		2,212.00-
		602916	RA	Recording	Recording Fees		192.00-
	7/25/2006	602931	RA	Recording	Recording Fees		2,729.00-
		602931	RA	Rec FeeCH	Recording Fee Charges		1,938.00-
	7/26/2006	602963	RA	Recording	Recording Fees		148.00-
		602963	RA	Rec FeeCH	Recording Fee Charges		2,357.00-
	7/27/2006	602979	RA	ERecord-RF	ERecord-Recording Fee		13.00-
		602979	RA	Recording	Recording Fees		12.00-
		602979	RA	Rec FeeCH	Recording Fee Charges		2,205.00-
	7/28/2006	602998	RA	Recording	Recording Fees		22.00-
	7/31/2006	603008	RA	Recording	Recording Fees		2,926.00-
		603008	RA	Rec FeeCH	Recording Fee Charges		2,419.00-
		603008	RA	ERecord-RF	ERecord-Recording Fee		5.00-
		603008	RA	Recording	Recording Fees		72.00-
MONTH TOTAL: JULY 2006						.00	49,301.00-
	8/01/2006	603023	RA	Recording	Recording Fees		2,524.00-
		603023	RA	Rec FeeCH	Recording Fee Charges		24.00-
		603023	RA	ERecord-RF	ERecord-Recording Fee		48.00-
MONTH TOTAL: AUGUST 2006						.00	2,596.00-
Base Acct#/Detl Acct# TOTAL: Recording						600,000.00	315,024.00-
Sub-Dept. TOTAL : LEGAL REC						600,000.00	315,024.00-
Department TOTAL : CO.RECORDR						600,000.00	315,024.00-
Fund TOTAL : GEN. FUND						600,000.00	315,024.00-

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							
	7/05/2006	602666	RA	CountyRevs	County Rev Stamp Sales	375,000.00	213,344.50-
		602666	RA	CountyRevs	County Rev Stamp Sales		2,323.00-
	7/06/2006	602673	RA	CountyRevs	County Rev Stamp Sales		2,798.25-
	7/07/2006	602697	RA	CountyRevs	County Rev Stamp Sales		4,130.75-
	7/10/2006	602713	RA	CountyRevs	County Rev Stamp Sales		1,989.00-
	7/11/2006	602736	RA	CountyRevs	County Rev Stamp Sales		2,390.00-
	7/12/2006	602774	RA	CountyRevs	County Rev Stamp Sales		2,024.00-
	7/13/2006	602806	RA	CountyRevs	County Rev Stamp Sales		2,044.50-
	7/14/2006	602817	RA	CountyRevs	County Rev Stamp Sales		1,883.25-
	7/17/2006	602824	RA	CountyRevs	County Rev Stamp Sales		798.50-
	7/18/2006	602855	RA	CountyRevs	County Rev Stamp Sales		2,278.50-
	7/19/2006	602882	RA	CountyRevs	County Rev Stamp Sales		2,748.25-
	7/20/2006	602902	RA	CountyRevs	County Rev Stamp Sales		1,558.50-
	7/24/2006	602916	RA	CountyRevs	County Rev Stamp Sales		2,480.00-
		602916	RA	CountyRevs	County Rev Stamp Sales		646.75-
	7/25/2006	602931	RA	CountyRevs	County Rev Stamp Sales		4,571.50-
	7/26/2006	602963	RA	CountyRevs	County Rev Stamp Sales		1,713.25-
	7/27/2006	602979	RA	CountyRevs	County Rev Stamp Sales		1,321.50-
	7/28/2006	602998	RA	CountyRevs	County Rev Stamp Sales		1,590.25-
	7/31/2006	603008	RA	CountyRevs	County Rev Stamp Sales		3,408.50-
							2,022.00-
	MONTH TOTAL: JULY 2006					.00	44,720.25-
	8/01/2006	603023	RA	CountyRevs	County Rev Stamp Sales		1,895.50-
	MONTH TOTAL: AUGUST 2006					.00	1,895.50-
	Base Acct#/Detl Acct# TOTAL: Rev.Stamps					375,000.00	259,960.25-
	Sub-Dept. TOTAL : LEGAL REC					375,000.00	259,960.25-
	Department TOTAL : CO.RECORDR					375,000.00	259,960.25-
	Fund TOTAL : GEN. FUND					375,000.00	259,960.25-

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES	
=====								
G/L ACCOUNT NUMBER:	0001-0006-0008	0410-0132	DESCRIPTION: Compact Disk Sales					
	7/06/2006	602673	RA	CD Sales	BEGINNING BALANCE		1,780.00-	
	7/14/2006	602817	RA	CD Sales	Compact Disk Sales	3,000.00	100.00-	
					Compact Disk Sales		80.00-	
					MONTH TOTAL: JULY 2006	.00	180.00-	
	8/01/2006	603023	RA	CD Sales	Compact Disk Sales		100.00-	
					MONTH TOTAL: AUGUST 2006	.00	100.00-	
					Base Acct#/Detl Acct# TOTAL: CDiskSales	3,000.00	2,060.00-	
					Sub-Dept. TOTAL : LEGAL REC	3,000.00	2,060.00-	
					Department TOTAL : CO.RECORDR	3,000.00	2,060.00-	
					Fund TOTAL : GEN. FUND	3,000.00	2,060.00-	
						=====	=====	

PROJECT #	G/L DATE	JOURNAL	TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	REVENUES
G/L ACCOUNT NUMBER: 0001-0006-0008 0410-0195							
					DESCRIPTION: Rental Hsg Support Progra		
					BEGINNING BALANCE		
	7/05/2006	602634	RA	ERecord-RH	Rental HGS Support Progra	35,000.00	15,531.00-
		602666	RA	Hsg sppt	Rental Hsg Support Progra		10.00-
		602666	RA	Hsg sppt	Rental Hsg Support Progra		137.00-
		602673	RA	Hsg sppt	Rental Hsg Support Progra		180.00-
	7/06/2006	602697	RA	Hsg sppt	Rental Hsg Support Progra		164.00-
	7/07/2006	602713	RA	Hsg sppt	Rental Hsg Support Progra		173.00-
	7/10/2006	602736	RA	Hsg sppt	Rental Hsg Support Progra		122.00-
	7/11/2006	602736	RA	Hsg sppt	Rental Hsg Support Progra		89.00-
	7/12/2006	602774	RA	Hsg sppt	Rental Hsg Support Progra		134.00-
	7/13/2006	602806	RA	Hsg sppt	Rental Hsg Support Progra		126.00-
		602806	RA	ERecord-RH	ERecord-Rental Hsg Suppor		9.00-
	7/14/2006	602817	RA	Hsg sppt	Rental Hsg Support Progra		151.00-
	7/17/2006	602824	RA	Hsg sppt	Rental Hsg Support Progra		151.00-
		602824	RA	ERecord-RH	ERecord-Rental Hsg Suppor		9.00-
	7/18/2006	602855	RA	Hsg sppt	Rental Hsg Support Progra		147.00-
	7/19/2006	602882	RA	Hsg sppt	Rental Hsg Support Progra		164.00-
	7/20/2006	602902	RA	Hsg sppt	Rental Hsg Support Progra		145.00-
	7/24/2006	602916	RA	Hsg sppt	Rental Hsg Support Progra		137.00-
		602916	RA	ERecord-RH	ERecord-Rental Hsg Suppor		16.00-
	7/25/2006	602916	RA	Hsg sppt	Rental Hsg Support Progra		158.00-
	7/26/2006	602931	RA	Hsg sppt	Rental Hsg Support Progra		126.00-
		602963	RA	Hsg sppt	Rental Hsg Support Progra		136.00-
		602963	RA	ERecord-RH	ERecord-Rental Hsg Suppor		1.00-
	7/27/2006	602979	RA	Hsg sppt	Rental Hsg Support Progra		144.00-
	7/28/2006	602998	RA	Hsg sppt	Rental Hsg Support Progra		168.00-
	7/31/2006	603008	RA	Hsg sppt	Rental Hsg Support Progra		151.00-
		603008	RA	ERecord-RH	ERecord-Rental Hsg Suppor		6.00-
					MONTH TOTAL: JULY 2006	.00	2,954.00-
	8/01/2006	603023	RA	Hsg sppt	Rental Hsg Support Progra		137.00-
		603023	RA	ERecord-RH	ERecord-Rental Hsg Suppor		4.00-
					MONTH TOTAL: AUGUST 2006	.00	141.00-
					Base Acct#/Detl Acct# TOTAL: RntHsgPrgr	35,000.00	18,626.00-
					Sub-Dept. TOTAL : LEGAL REC	35,000.00	18,626.00-
					Department TOTAL : CO.RECORDR	35,000.00	18,626.00-
					Fund TOTAL : GEN. FUND	35,000.00	18,626.00-

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							
	7/05/2006	602634	RA	ERecord-DS	Document Storage	120,000.00	51,963.00-
		602666	RA	Recorder D	Recorder Document Storage		30.00-
		602666	RA	Recorder D	Recorder Document Storage		435.00-
		602666	RA	Doc St Ch	Document Storage Charges		585.00-
	7/06/2006	602673	RA	Recorder D	Recorder Document Storage		9.00-
	7/07/2006	602697	RA	Recorder D	Recorder Document Storage		513.00-
		602697	RA	Doc St Ch	Document Storage Charges		537.00-
	7/10/2006	602713	RA	Recorder D	Recorder Document Storage		12.00-
	7/11/2006	602736	RA	Recorder D	Recorder Document Storage		399.00-
	7/12/2006	602774	RA	Recorder D	Recorder Document Storage		285.00-
	7/13/2006	602806	RA	Recorder D	Recorder Document Storage		429.00-
		602806	RA	ERecord-DS	ERecord-Doc Storage		408.00-
	7/14/2006	602817	RA	Recorder D	Recorder Document Storage		27.00-
		602817	RA	Doc St Ch	Document Storage Charges		474.00-
	7/17/2006	602824	RA	Recorder D	Recorder Document Storage		21.00-
		602824	RA	Doc St Ch	Document Storage Charges		465.00-
		602824	RA	ERecord-DS	ERecord-Doc Storage		3.00-
	7/18/2006	602855	RA	Recorder D	Recorder Document Storage		27.00-
	7/19/2006	602882	RA	Recorder D	Recorder Document Storage		474.00-
	7/20/2006	602902	RA	Recorder D	Recorder Document Storage		513.00-
	7/24/2006	602916	RA	Recorder D	Recorder Document Storage		438.00-
		602916	RA	ERecord-DS	ERecord-Doc Storage		447.00-
		602916	RA	ERecord-DS	ERecord-Doc Storage		48.00-
	7/25/2006	602931	RA	Recorder D	Recorder Document Storage		48.00-
		602931	RA	Recorder D	Recorder Document Storage		513.00-
		602931	RA	Doc St Ch	Document Storage Charges		387.00-
	7/26/2006	602963	RA	Recorder D	Recorder Document Storage		84.00-
		602963	RA	Doc St Ch	Document Storage Charges		468.00-
		602963	RA	ERecord-DS	ERecord-Doc Storage		3.00-
	7/27/2006	602979	RA	Recorder D	Recorder Document Storage		3.00-
		602979	RA	Doc St Ch	Document Storage Charges		462.00-
	7/28/2006	602998	RA	Recorder D	Recorder Document Storage		12.00-
	7/31/2006	603008	RA	Recorder D	Recorder Document Storage		537.00-
		603008	RA	Doc St Ch	Document Storage Charges		459.00-
		603008	RA	ERecord-DS	ERecord-Doc Storage		3.00-
		603008	RA	ERecord-DS	ERecord-Doc Storage		18.00-
MONTH TOTAL: JULY 2006						.00	9,528.00-
	8/01/2006	603023	RA	Recorder D	Recorder Document Storage		465.00-
		603023	RA	Doc St Ch	Document Storage Charges		6.00-
		603023	RA	ERecord-DS	ERecord-Doc Storage		12.00-
MONTH TOTAL: AUGUST 2006						.00	483.00-
Base Acct#/Detl Acct# TOTAL: Doc Stora						120,000.00	61,974.00-
Sub-Dept. TOTAL : LEGAL REC						120,000.00	61,974.00-
Department TOTAL : CO.RECORDR						120,000.00	61,974.00-
Fund TOTAL : RECORD DOC						120,000.00	61,974.00-

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							
	7/05/2006	602634	RA	ERecord-GI	GIS Document Storage	.00	17,321.00-
		602666	RA	Rec-GIS DS	Recorder-GIS Doc Storage		10.00-
		602666	RA	Rec-GIS DS	Recorder-GIS Doc Storage		145.00-
		602666	RA	GIS Doc Ch	GIS Document Storage Char		195.00-
	7/06/2006	602673	RA	Rec-GIS DS	Recorder-GIS Doc Storage		3.00-
	7/07/2006	602697	RA	Rec-GIS DS	Recorder-GIS Doc Storage		171.00-
		602697	RA	GIS Doc Ch	GIS Document Storage Char		179.00-
	7/10/2006	602713	RA	Rec-GIS DS	Recorder-GIS Doc Storage		4.00-
	7/11/2006	602736	RA	Rec-GIS DS	Recorder-GIS Doc Storage		133.00-
	7/12/2006	602774	RA	Rec-GIS DS	Recorder-GIS Doc Storage		95.00-
	7/13/2006	602806	RA	Rec-GIS DS	Recorder-GIS Doc Storage		143.00-
		602806	RA	ERecord-GI	ERecord-GIS Doc Storage		136.00-
	7/14/2006	602817	RA	Rec-GIS DS	Recorder-GIS Doc Storage		9.00-
		602817	RA	GIS Doc Ch	GIS Document Storage Char		158.00-
	7/17/2006	602824	RA	Rec-GIS DS	Recorder-GIS Doc Storage		7.00-
		602824	RA	GIS Doc Ch	GIS Document Storage Char		155.00-
		602824	RA	ERecord-GI	ERecord-GIS Doc Storage		1.00-
	7/18/2006	602855	RA	Rec-GIS DS	Recorder-GIS Doc Storage		9.00-
	7/19/2006	602882	RA	Rec-GIS DS	Recorder-GIS Doc Storage		158.00-
	7/20/2006	602902	RA	Rec-GIS DS	Recorder-GIS Doc Storage		171.00-
	7/24/2006	602916	RA	Rec-GIS DS	Recorder-GIS Doc Storage		146.00-
		602916	RA	ERecord-GI	ERecord-GIS Doc Storage		149.00-
		602916	RA	Rec-GIS DS	Recorder-GIS Doc Storage		16.00-
	7/25/2006	602931	RA	Rec-GIS DS	Recorder-GIS Doc Storage		171.00-
		602931	RA	GIS Doc Ch	GIS Document Storage Char		129.00-
	7/26/2006	602963	RA	Rec-GIS DS	Recorder-GIS Doc Storage		28.00-
		602963	RA	GIS Doc Ch	GIS Document Storage Char		156.00-
		602963	RA	ERecord-GI	ERecord-GIS Doc Storage		1.00-
	7/27/2006	602979	RA	Rec-GIS DS	Recorder-GIS Doc Storage		1.00-
		602979	RA	GIS Doc Ch	GIS Document Storage Char		154.00-
	7/28/2006	602998	RA	Rec-GIS DS	Recorder-GIS Doc Storage		4.00-
	7/31/2006	603008	RA	Rec-GIS DS	Recorder-GIS Doc Storage		179.00-
		603008	RA	GIS Doc Ch	GIS Document Storage Char		153.00-
		603008	RA	ERecord-GI	ERecord-GIS Doc Storage		1.00-
		603008	RA	ERecord-GI	ERecord-GIS Doc Storage		6.00-
MONTH TOTAL: JULY 2006						.00	3,176.00-
8/01/2006		603023	RA	Rec-GIS DS	Recorder-GIS Doc Storage		155.00-
		603023	RA	GIS Doc Ch	GIS Document Storage Char		2.00-
		603023	RA	ERecord-GI	ERecord-GIS Doc Storage		4.00-
MONTH TOTAL: AUGUST 2006						.00	161.00-
Base Acct#/Detl Acct# TOTAL: GIS Doc Fe						.00	20,658.00-
Sub-Dept. TOTAL : LEGAL REC						.00	20,658.00-
Department TOTAL : CO.RECORDR						.00	20,658.00-
Fund TOTAL : RECORD DOC						.00	20,658.00-

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		
	7/05/2006	602634	RA	ERecordGIS	GIS Fund	220,000.00	85,360.00-
		602666	RA	Rec GIS Fu	Recorder-GIS Fund		50.00-
		602666	RA	Rec GIS Fu	Recorder-GIS Fund		725.00-
		602666	RA	GIS Fd Ch	GIS Fund Charges		975.00-
	7/06/2006	602673	RA	Rec GIS Fu	Recorder-GIS Fund		15.00-
	7/07/2006	602697	RA	Rec GIS Fu	Recorder-GIS Fund		855.00-
		602697	RA	GIS Fd Ch	GIS Fund Charges		8.00-
	7/10/2006	602713	RA	Rec GIS Fu	Recorder-GIS Fund		665.00-
	7/11/2006	602736	RA	Rec GIS Fu	Recorder-GIS Fund		475.00-
	7/12/2006	602774	RA	Rec GIS Fu	Recorder-GIS Fund		715.00-
	7/13/2006	602806	RA	Rec GIS Fu	Recorder-GIS Fund		680.00-
		602806	RA	ERecordGIS	ERecord-GIS Fund		45.00-
	7/14/2006	602817	RA	Rec GIS Fu	Recorder-GIS Fund		790.00-
		602817	RA	GIS Fd Ch	GIS Fund Charges		14.00-
	7/17/2006	602824	RA	Rec GIS Fu	Recorder-GIS Fund		775.00-
		602824	RA	GIS Fd Ch	GIS Fund Charges		2.00-
		602824	RA	ERecordGIS	ERecord-GIS Fund		45.00-
	7/18/2006	602855	RA	Rec GIS Fu	Recorder-GIS Fund		787.00-
	7/19/2006	602882	RA	Rec GIS Fu	Recorder-GIS Fund		855.00-
	7/20/2006	602902	RA	Rec GIS Fu	Recorder-GIS Fund		730.00-
	7/24/2006	602916	RA	Rec GIS Fu	Recorder-GIS Fund		745.00-
		602916	RA	ERecordGIS	ERecord-GIS Fund		80.00-
		602916	RA	Rec GIS Fu	Recorder-GIS Fund		855.00-
	7/25/2006	602931	RA	Rec GIS Fu	Recorder-GIS Fund		645.00-
		602931	RA	GIS Fd Ch	GIS Fund Charges		56.00-
	7/26/2006	602963	RA	Rec GIS Fu	Recorder-GIS Fund		780.00-
		602963	RA	GIS Fd Ch	GIS Fund Charges		2.00-
		602963	RA	ERecordGIS	ERecord-GIS Fund		5.00-
	7/27/2006	602979	RA	Rec GIS Fu	Recorder-GIS Fund		770.00-
		602979	RA	GIS Fd Ch	GIS Fund Charges		8.00-
	7/28/2006	602998	RA	Rec GIS Fu	Recorder-GIS Fund		895.00-
	7/31/2006	603008	RA	Rec GIS Fu	Recorder-GIS Fund		765.00-
		603008	RA	GIS Fd Ch	GIS Fund Charges		2.00-
		603008	RA	ERecordGIS	ERecord-GIS Fund		30.00-
MONTH TOTAL: JULY 2006						.00	15,739.00-
8/01/2006		603023	RA	Rec GIS Fu	Recorder-GIS Fund		775.00-
		603023	RA	GIS Fd Ch	GIS Fund Charges		10.00-
		603023	RA	ERecordGIS	ERecord-GIS Fund		20.00-
MONTH TOTAL: AUGUST 2006						.00	805.00-
Base Acct#/Detl Acct# TOTAL: GIS Doc Fe						220,000.00	101,904.00-
Sub-Dept. TOTAL : LEGAL REC						220,000.00	101,904.00-
Department TOTAL : CO.RECORDR						220,000.00	101,904.00-
Fund TOTAL : GIS FEES						220,000.00	101,904.00-

STATE STAMP INVENTORY AND RECEIPTS TO GENERAL LEDGER FOR JULY 2006					
RECORDER					
Inventory as of 06/30/2006	25,858.15	A			95,747.15 I
Inventory purchases for July 2006	85,223.00	B			19,920.85 J
Less stamps damaged or issued in error for July 2006	(27.00)	C			
Less inventory as of 07/31/2006	(22,468.65)	D			(26,227.50) K
Total Receipts for July 2006	88,585.50	E=SUM(A;D)			
Plus 06/30/2006 receipts	4,646.00	F			L
Less 07/31/2006 receipts	(3,791.00)	G			
Total	89,440.50	H=SUM(E;G)			89,440.50 M=SUM(I;L)
<p>B = Amount includes an IDOR credit of</p> <p>C = Stamps were voided and will be or have been submitted to IDOR for credit</p> <p>F = Receipts for the last business day of previous month</p> <p>G = Receipts for the last business day of report month</p> <p>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					

PROJECT #	G/L DATE JOURNAL	TRAN JRN	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
	G/L ACCOUNT NUMBER: 0151 0126-0001							
	7/05/2006	AP	JE	AcctsPaybl	Stamp Inventory			95,747.15
		RA	JE	State Revs	ILLINOIS D RECORDER/REAL	15,668.00		111,415.15
		RA	JE	State Revs	State Rev Stamp Sales		4,646.00	106,769.15
		RA	JE	State Revs	State Rev Stamp Sales		5,596.50	101,172.65
	7/06/2006	AP	JE	AcctsPaybl	ILLINOIS D RECORDER/REAL	4,252.85		105,425.50
		RA	JE	State Revs	State Rev Stamp Sales		8,261.50	97,164.00
		RA	JE	State Revs	State Rev Stamp Sales		3,978.00	93,186.00
		RA	JE	State Revs	State Rev Stamp Sales		4,780.00	88,406.00
		RA	JE	State Revs	State Rev Stamp Sales		4,048.00	84,358.00
		RA	JE	State Revs	State Rev Stamp Sales		4,089.00	80,269.00
		RA	JE	State Revs	State Rev Stamp Sales		3,766.50	76,502.50
		RA	JE	State Revs	State Rev Stamp Sales		1,597.00	74,905.50
		RA	JE	State Revs	State Rev Stamp Sales		4,557.00	70,348.50
		RA	JE	State Revs	State Rev Stamp Sales		5,496.50	64,852.00
		RA	JE	State Revs	State Rev Stamp Sales		3,117.00	61,735.00
		RA	JE	State Revs	State Rev Stamp Sales		4,960.00	56,775.00
		RA	JE	State Revs	State Rev Stamp Sales		1,293.50	55,481.50
		RA	JE	State Revs	State Rev Stamp Sales		9,143.00	46,338.50
		RA	JE	State Revs	State Rev Stamp Sales		3,426.50	42,912.00
		RA	JE	State Revs	State Rev Stamp Sales		2,643.00	40,269.00
		RA	JE	State Revs	State Rev Stamp Sales		3,180.50	37,088.50
		RA	JE	State Revs	State Rev Stamp Sales		6,817.00	30,271.50
		RA	JE	State Revs	State Rev Stamp Sales		4,044.00	26,227.50
					MONTH TOTAL: JULY	19,920.85	89,440.50	26,227.50
	8/01/2006	RA	JE	State Revs	State Rev Stamp Sales		3,791.00	22,436.50
					MONTH TOTAL: AUGUST	.00	3,791.00	22,436.50
					Base Acct#/Detl Acct# TOTAL: Supplies	19,920.85	93,231.50	22,436.50
					REV. STAMPS	19,920.85	93,231.50	22,436.50
Fund TOTAL								

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register + / (-)	Stamp Purchases
06/01/2006	43,119.15	7,087.00		
06/02/2006	37,780.65	5,338.50		
06/05/2006	31,322.15	6,458.50		
06/06/2006	21,777.15	9,545.00		
06/07/2006	15,881.15	5,896.00		
06/08/2006	12,043.65	3,837.50		
06/09/2006	7,200.15	4,843.50		
06/12/2006	81,571.65	3,850.50		78,222.00
06/13/2006	78,454.65	3,117.00		
06/14/2006	74,330.65	4,124.00		
06/15/2006	72,422.15	1,908.50		
06/16/2006	67,771.15	4,651.00		
06/19/2006	63,994.65	3,776.50		
06/20/2006	56,322.15	7,672.50		
06/21/2006	54,233.65	2,088.50		
06/22/2006	49,469.15	4,764.50		
06/23/2006	44,228.15	5,241.00		
06/26/2006	40,350.65	3,877.50		
06/27/2006	34,696.15	5,654.50		
06/28/2006	33,263.65	1,432.50		
06/29/2006	30,504.15	2,759.50		
06/30/2006	25,858.15	4,646.00		
June Total:		102,570.00	-	78,222.00
	Day Average:	4,662.27		

Don Everhart
Chief Deputy Recorder

MONTH OF June 15 2006

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
6/1	87381685	43119115	
6/2	87915535	3738065	
6/5	88561385	3132215	
6/6	89515885	2173715	
6/7	90105485	1588115	
6/8	90489235	1204365	
6/9	90973585	722015	
6/12	91032335	8483465	499515800
6/13	91358635	8157165	
6/15	91670335	7845465	
6/14	92082735	7433065	
6/15	92273585	724215	
6/16	92738685	6757115	
6/19	93116335	6399465	
6/20	93883585	5632215	
6/21	94092435	5423365	
6/22	94568885	4946915	
6/23	95092985	4422815	
6/26	95480735	4035065	
6/27	96046185	3429615	
6/28	96189435	3326365	
6/29	96465385	3050415	
6/30	96929985	2585815	

MONTH OF July 15 2006

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
7/3	97489635	2026165	
7/5	98315785	1200015	
7/6	98713585	0802215	
7/7	99191585	0329215	
7/10	999191585	846515	508038100
7/10	99596385	8441715	
7/15	000005285	8032815	
7/12	00381935	7656165	
7/13	00541635	7496465	
7/14	00997335	7040765	
7/15	01546885	6491115	
7/18	01861385	6176715	
7/19	02357385	5680715	
7/20	02486735	551365	
7/21	03401035	4637065	
7/22	03743685	4294415	
7/25	04007985	4030115	
7/26	04326035	3712065	
7/27	05007735	3030365	
7/28	05412135	2625965	
7/31	05791235	2246865	

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register +/- (-)	Stamp Purchases
07/03/2006	20,261.65	5,596.50		
07/05/2006	12,000.15	8,261.50		
07/06/2006	8,022.15	3,978.00		
07/07/2006	3,242.15	4,780.00		
07/10/2006	84,417.15	4,048.00		85,223.00
07/11/2006	80,328.15	4,089.00		
07/12/2006	76,561.65	3,766.50		
07/13/2006	74,964.65	1,597.00		
07/14/2006	70,407.65	4,557.00		
07/17/2006	64,911.15	5,496.50		
07/18/2006	61,767.15	3,117.00	27.00	
07/19/2006	56,807.15	4,960.00		
07/20/2006	55,513.65	1,293.50		
07/21/2006	46,370.65	9,143.00		
07/24/2006	42,944.15	3,426.50		
07/25/2006	40,301.15	2,643.00		
07/26/2006	37,120.65	3,180.50		
07/27/2006	30,303.65	6,817.00		
07/28/2006	26,259.65	4,044.00		
07/31/2006	22,468.65	3,791.00		
July Total:		88,585.50	27.00	85,223.00

don:everhart:
 Stamp damaged by PirAX machine. Stamp voided & will be submitted to IDQR for credit.
 File #: 2006-19163

Day Average: 4,429.28

Don Everhart
 Chief Deputy Recorder

Recorder's Receivable Reconciliation

July 2006

<u>Date</u>		<u>General</u> <u>0001</u>	<u>Doc Storage</u> <u>0137</u>	<u>GIS</u> <u>0167</u>
7/3/2006	Recorder	2,194.00	1,408.00	743.00
7/5/2006	General Ledger	2,194.00	1,408.00	743.00
	Difference	-	-	-
7/5/2006	Recorder	2,194.00	1,408.00	743.00
7/6/2006	General Ledger	2,194.00	1,408.00	743.00
	Difference	-	-	-
7/6/2006	Recorder	2,214.00	1,424.00	751.00
7/7/2006	General Ledger	2,214.00	1,424.00	751.00
	Difference	-	-	-
7/7/2006	Recorder	2,214.00	1,424.00	751.00
7/10/2006	General Ledger	2,214.00	1,424.00	751.00
	Difference	-	-	-
7/10/2006	Recorder	2,214.00	1,424.00	751.00
7/11/2006	General Ledger	2,214.00	1,424.00	751.00
	Difference	-	-	-
7/11/2006	Recorder	2,214.00	1,424.00	751.00
7/12/2006	General Ledger	2,214.00	1,424.00	751.00
	Difference	-	-	-
7/12/2006	Recorder	2,214.00	1,424.00	751.00
7/13/2006	General Ledger	2,214.00	1,424.00	751.00
	Difference	-	-	-
7/13/2006	Recorder	2,156.00	1,420.00	725.00
7/14/2006	General Ledger	2,156.00	1,420.00	725.00
	Difference	-	-	-
7/14/2006	Recorder	2,161.00	1,424.00	727.00
7/17/2006	General Ledger	2,161.00	1,424.00	727.00
	Difference	-	-	-
7/17/2006	Recorder	2,161.00	1,424.00	727.00
7/18/2006	General Ledger	2,161.00	1,424.00	727.00
	Difference	-	-	-
7/18/2006	Recorder	1,804.00	1,152.00	591.00
7/19/2006	General Ledger	1,804.00	1,152.00	591.00
	Difference	-	-	-
7/19/2006	Recorder	1,804.00	1,152.00	591.00
7/20/2006	General Ledger	1,804.00	1,152.00	591.00
	Difference	-	-	-

Recorder's Receivable Reconciliation

July 2006

<u>Date</u>		<u>General 0001</u>	<u>Doc Storage 0137</u>	<u>GIS 0167</u>	
7/20/2006	Recorder	1,439.00	1,044.00	531.00	
7/21/2006	General Ledger	1,804.00	1,152.00	591.00	
	Difference	(365.00)	(108.00)	(60.00)	
7/21/2006	Recorder	1,399.00	1,012.00	515.00	
7/24/2006	General Ledger	1,399.00	1,012.00	515.00	
	Difference	-	-	-	
7/24/2006	Recorder	1,547.00	1,124.00	571.00	
7/25/2006	General Ledger	1,547.00	1,124.00	571.00	
	Difference	-	-	-	
7/25/2006	Recorder	1,560.00	1,128.00	573.00	
7/26/2006	General Ledger	1,560.00	1,128.00	573.00	
	Difference	-	-	-	
7/26/2006	Recorder	1,582.00	1,144.00	581.00	
7/27/2006	General Ledger	1,582.00	1,144.00	581.00	
	Difference	-	-	-	
7/27/2006	Recorder	1,584.25	1,140.00	579.00	
7/28/2006	General Ledger	1,584.25	1,140.00	579.00	
	Difference	-	-	-	
7/28/2006	Recorder	1,428.25	1,020.00	519.00	
7/31/2006	General Ledger	1,428.25	1,020.00	519.00	
	Difference	-	-	-	
7/31/2006	Recorder	1,452.25	1,028.00	529.00	
8/1/2006	General Ledger	1,452.25	1,028.00	529.00	
	Difference	-	-	-	
	DON EVERHART				
	CHIEF DEPUTY RECORDER				
	Explanation of difference between 07/20/06 Recorder and 07/21/06 General Ledger: 07/20/06 receipts were deposited with Treasurer's office on 07/24/06.				

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	FISCAL YEAR TO DATE:	ACTUAL BALANCE
					Due From Recording Chrgs				
	7/05/2006	0001 0122-0022	RA	JE Rec FeeCH	Recording Fee Charges	37.00			2,157.00
	7/07/2006	602666	RA	JE Rec FeeCH	Recording Fee Charges	20.00			2,194.00
	7/14/2006	602697	RA	JE Record Rec	Recorder Receivable		96.00		2,214.00
	7/17/2006	602817	RA	JE Rec FeeCH	Recording Fee Charges	38.00			2,118.00
	7/19/2006	602824	RA	JE Rec FeeCH	Recording Fee Charges	5.00			2,156.00
	7/24/2006	602882	RA	JE Record Rec	Recorder Receivable		357.00		2,161.00
	7/25/2006	602916	RA	JE Record Rec	Recorder Receivable		365.00		1,804.00
	7/26/2006	602931	RA	JE Record Rec	Recorder Receivable	148.00			1,439.00
	7/27/2006	602963	RA	JE Rec FeeCH	Recording Fee Charges	13.00			1,399.00
	7/28/2006	602979	RA	JE Rec FeeCH	Recording Fee Charges	22.00			1,547.00
	7/31/2006	602998	RA	JE Record Rec	Recorder Receivable		6.00		1,582.00
		602998	RA	JE Copy Fee	Copy Fee Charges	8.25			1,576.00
		603008	RA	JE Record Rec	Recorder Receivable		161.00		1,584.25
		603008	RA	JE Rec FeeCH	Recording Fee Charges	5.00			1,423.25
						296.25		1,025.00	1,428.25
					MONTH TOTAL: JULY				
	8/01/2006	603023	RA	JE Rec FeeCH	Recording Fee Charges	24.00			1,452.25
					MONTH TOTAL: AUGUST				
						24.00		.00	1,452.25
					Base Acct#/Detl Acct# TOTAL: From Recrd	320.25		1,025.00	1,452.25
					Fund TOTAL	320.25		1,025.00	1,452.25

PROJECT #	G/L DATE	JOURNAL	TRAN JRN TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	FISCAL YEAR TO DATE:	ACTUAL BALANCE
					Due From Recording Chrgs				
	7/05/2006	602666	RA	JE Doc St Ch	Document Storage Charges	9.00			1,396.00
		602666	RA	JE GIS Doc Ch	Document Storage Charges	3.00			1,405.00
	7/07/2006	602697	RA	JE Doc St Ch	Document Storage Charges	12.00			1,408.00
		602697	RA	JE GIS Doc Ch	Document Storage Charges	4.00			1,420.00
	7/14/2006	602817	RA	JE Stg Rec	Storage Receivable		32.00		1,424.00
		602817	RA	JE Doc St Ch	Document Storage Charges	21.00			1,392.00
		602817	RA	JE GIS Doc Ch	Document Storage Charges	7.00			1,413.00
	7/17/2006	602824	RA	JE Doc St Ch	Document Storage Charges	3.00			1,420.00
		602824	RA	JE GIS Doc Ch	Document Storage Charges	1.00			1,423.00
	7/19/2006	602882	RA	JE Stg Rec	Storage Receivable		272.00		1,424.00
		602882	RA	JE Doc St Ch	Document Storage Charges	108.00			1,152.00
	7/24/2006	602916	RA	JE Stg Rec	Storage Receivable		32.00		1,044.00
		602916	RA	JE Doc St Ch	Document Storage Charges	84.00			1,012.00
	7/25/2006	602931	RA	JE Stg Rec	Storage Receivable				1,096.00
		602931	RA	JE Doc St Ch	Document Storage Charges	28.00			1,124.00
	7/26/2006	602963	RA	JE GIS Doc Ch	Document Storage Charges	3.00			1,127.00
		602963	RA	JE Doc St Ch	Document Storage Charges	1.00			1,128.00
	7/27/2006	602979	RA	JE Doc St Ch	Document Storage Charges	12.00			1,140.00
		602979	RA	JE GIS Doc Ch	Document Storage Charges	4.00			1,144.00
	7/28/2006	602998	RA	JE Stg Rec	Storage Receivable		4.00		1,140.00
		602998	RA	JE Doc St Ch	Document Storage Charges	3.00	124.00		1,016.00
	7/31/2006	603008	RA	JE Stg Rec	Storage Receivable				1,019.00
		603008	RA	JE Doc St Ch	Document Storage Charges	1.00			1,020.00
		603008	RA	JE GIS Doc Ch	Document Storage Charges				
					MONTH TOTAL: JULY	196.00	572.00		1,020.00
	8/01/2006	603023	RA	JE Doc St Ch	Document Storage Charges	6.00			1,026.00
		603023	RA	JE GIS Doc Ch	Document Storage Charges	2.00			1,028.00
					MONTH TOTAL: AUGUST	8.00	.00		1,028.00
					Base Acct#/Detl Acct# TOTAL: From Recrd	204.00	572.00		1,028.00
					RECORD DOC	204.00	572.00		1,028.00
					Fund TOTAL				

PROJECT #	G/L DATE	JOURNAL	TRAN JRN TYPE	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
G/L ACCOUNT NUMBER: 0167 0122-0022									
	7/05/2006	602666	RA	JE	GIS Fd Ch	Due From Recording Chrgs	15.00		728.00
	7/07/2006	602697	RA	JE	GIS Fd Ch	GIS Fund Charges	8.00		743.00
	7/14/2006	602817	RA	JE	GIS Rec	GIS Receivable		40.00	751.00
		602817	RA	JE	GIS Fd Ch	GIS Fund Charges	14.00		725.00
	7/17/2006	602824	RA	JE	GIS Fd Ch	GIS Fund Charges	2.00		727.00
	7/19/2006	602882	RA	JE	GIS Rec	GIS Receivable		136.00	591.00
	7/24/2006	602916	RA	JE	GIS Rec	GIS Receivable		60.00	531.00
		602916	RA	JE	GIS Rec	GIS Receivable		16.00	515.00
	7/25/2006	602931	RA	JE	GIS Fd Ch	GIS Fund Charges	56.00		571.00
	7/26/2006	602963	RA	JE	GIS Fd Ch	GIS Fund Charges	2.00		573.00
	7/27/2006	602979	RA	JE	GIS Fd Ch	GIS Fund Charges	8.00		581.00
	7/28/2006	602998	RA	JE	GIS Rec	GIS Receivable		2.00	579.00
	7/31/2006	603008	RA	JE	GIS Rec	GIS Receivable		62.00	517.00
		603008	RA	JE	GIS Fd Ch	GIS Fund Charges	2.00		519.00
MONTH TOTAL: JULY							107.00	316.00	519.00
	8/01/2006	603023	RA	JE	GIS Fd Ch	GIS Fund Charges	10.00		529.00
MONTH TOTAL: AUGUST							10.00	.00	529.00
Base Acct#/Detl Acct# TOTAL: From Recrd							117.00	316.00	529.00
Fund TOTAL							117.00	316.00	529.00



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

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

From: Jennifer Ho, Risk Manager *Jen Ho*

Date: August 31, 2006

Subject: Proposal for Actuarial Analysis – Self-funded Casualty Reserves

Your approval for the proposal for an actuarial analysis of the County's self-funded casualty reserves for workers compensation and liability lines of coverages is requested. The proposal and consulting agreement from Pinnacle Actuarial Resources Inc. is attached for your reference.

The 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. In accordance with best practices, a review is timely, because of the changes in the costs and in workers compensation benefits law. Our last actuarial review was conducted in May 1995 by the a local actuarial firm, now renamed Pinnacle Actuarial Resources Inc.

I will be available for your questions. Thank you.

**Proposal to Provide Actuarial Services for
Self-Funded Worker's Compensation and Liability of
McLean County**

August, 2006

Pinnacle Actuarial Resources, Inc.
2817 Reed Road, Suite #2
Bloomington, IL 61704
(309) 665-5010

Authorized Signature

Signature: _____

Name: Joseph A. Herbers, ACAS, MAAA

Title: Principal & Consulting Actuary

Date: August 28, 2006

Table of Contents

1	Background.....	1
1.1	Number of Years in Business	1
1.2	Name and Address of Firm	1
1.3	Client List with Public Entities	1
1.4	References	2
2	Project Scope	4
3	Key Personnel	5
4	Information Needed to Complete Actuarial Report.....	6
5	Additional Information	6
5.1	Technical Approach	6
5.2	Conflict of Interest	9
5.3	Peer Review & Customer Satisfaction.....	9
6	Exceptions.....	9
7	Pricing	10
8	M/WBE Documentation	11

APPENDICES

Appendix A – Biographies

IDENTIFICATION OF PREPARERS

This proposal was primarily prepared by Paul A. Vendetti, FCAS, MAAA. Assembly for shipping was provided by Daisy Pritchard. The proposal was also peer reviewed by Joseph A. Herbers, ACAS, MAAA, a principal at Pinnacle.

Pinnacle's single point of contact on this engagement will be:

Paul A. Vendetti, FCAS, MAAA
Pinnacle Actuarial Resources, Inc.
2817 Reed Road, Suite #2
Bloomington, IL 61704
P: 309.665.5010
F: 309.662.8116
pvendetti@pinnacleactuaries.com

1 Background

1.1 Number of Years in Business

Pinnacle Actuarial Resources, Inc. (Pinnacle) is an Illinois corporation which is privately owned by its professional actuarial staff. Pinnacle took its current corporate form on January 1, 2003, but our core operations and many of our customer relationships have been maintained continuously under various names since 1984. Pinnacle's actuaries have been performing reserving and funding analyses for municipalities and schools for more than twenty years.

1.2 Name and Address of Firm

We operate from our headquarters in Bloomington, Illinois, and from offices in Chicago, San Francisco, New York, New Jersey and Columbus, Ohio. We will primarily use staff from our Bloomington office in completing this assignment. The address and telephone number for this office is:

Pinnacle Actuarial Resources, Inc.
2817 Reed Road, Suite #2
Bloomington, IL 61704
(309) 665-5010

1.3 Client List with Public Entities

Our firm has over 300 active clients including insurers of all sizes, state insurance regulators, government insurance programs, captive insurance companies, self-insured entities, municipal pools, and risk retention groups. Following is a list of selected clients:

Allied Property/Casualty Ins. Company	Los Angeles Department of Water and Power
Allstate	Louisiana Insurance Rating Commission
American Insurance Association	Michigan Division of Insurance
City of Bloomington, IL	Michigan University Self-Insured Corp.
City of Champaign, IL	Midwestern Higher Education Commission (MHEC)
Educational School Insurance Cooperative (ESIC)	New Mexico Insurance Division
EMC Insurance Companies	Ohio Department of Insurance
Farmers Insurance Group	Oklahoma Department of Insurance
Governmental Interinsurance Exchange	Pilgrims Pride
Iowa Department of Insurance	State Farm Insurance Company
Illinois State Toll Highway Authority	Southwest Agency Risk Management
	21 st Century Insurance Co

Pinnacle's client base includes self-insured entities, captive insurers, municipalities, public authorities, universities, school districts, state insurance departments and other regulatory bodies, insurance companies, law firms, banks, transportation firms, retailers, manufacturers, and contractors. Key clients include the cities of Bloomington (IL) and Champaign (IL), the Midwestern Higher Education Commission (MHEC), which insures most of the large universities in Michigan, Illinois, Minnesota, Missouri, Nebraska and several other Midwestern states; the Michigan Universities Self Insured Corporation whose members include public universities in the state of Michigan. We have also served several different insurance departments, including the insurance regulators in Texas, Iowa, Oklahoma, and the National Association of Insurance Commissioners (NAIC).

Our actuaries have provided loss reserve analysis studies and funding studies for commercial insurers, self-insured entities and captive insurance companies for more than twenty years. Many of our self-insured clients are municipalities and other public entities. As a part of this practice area, we are well versed on GASB Statement No. 10 "which establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local

governmental entities, including public entity risk pools.” Our report and analysis will be in full compliance with GASB 10. We also serve as appointed actuaries and provide public Statements of Actuarial Opinion for a number of insurers in accordance with NAIC Annual Statement instructions.

We have also provided consulting services for numerous state insurance departments. This work has ranged from loss reserve analyses to rate reviews to staff training seminars. Also included among our practice specialties is the costing of proposed legislation. In this regard, we have performed costing studies of proposed insurance legislation in California, Colorado, Florida, Hawaii, Louisiana, Maryland, New Jersey, New York, Pennsylvania, and Virginia.

1.4 Three References (Current Clients)

Through the years we have provided consulting services for numerous government entities and school districts. This work has ranged from loss reserve analyses to funding analyses to captive feasibility studies. Several references are included below:

- | | | |
|---------------------|--|-----------------------------------|
| Name: | City of Champaign (IL) | Biennially since June 2001 |
| Contact: | Mr. Larry Krause
Risk Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820
PSD@ci.champaign.il.us
217.403.8770 | |
| Description: | Actuarial reserve, funding study/cost allocations for City of Champaign, IL, including an allocation of funding by various divisions. The City is self-insured for its liability, property and casualty exposure. Total payroll for the City was \$32 million and approximate operating expenditures (excluding capital improvements) were \$123 million for 2006. | |
| Name: | Southwest Agency for Risk Management (SWARM) Annually since 1994 | |
| Contact: | Ms Ann Carroll, Vice President
Mesirow Financial
350 North Clark Street
Chicago, IL 60610
312.595.7167 | |

Description: Analysis of required funding levels and loss and loss adjustment expense reserves for the self-insurance program of eight municipalities and villages in Will County, Illinois. Total payroll for these 8 entities was \$45 million for 2006 and aggregate operating expenditures approximated \$200 million.

Name: Michigan Universities Self-Insured Corporation (M.U.S.I.C.)

Contact: Mr. Jerry McKay (313) 393-6822
600 Renaissance Center, Suite 2100
Detroit MI 48243

Description: Actuarial reserve and funding allocation study for the casualty (general liability, errors and omissions, automobile liability) exposures for 11 public universities in Michigan. The total number of faculty and staff for 2006 was approximately 20,700.

2 Project Scope

The scope of the project is to provide the County of McLean, Illinois with separate analysis of the Self-Funded Workers Compensation program and the Self-Funded Liability program. Liability includes general liability, auto liability, professional liability and law enforcement legal liability

1. An actuarial analysis will include the following schedules.
 - a. Total Annual Loss Projections.
 - b. Estimated Unpaid Case Reserves and Unpaid IBNR at Year End.
 - c. Calculation of Discounted and Non-Discounted Unpaid Liabilities at Year End.
 - d. Calculation of Annual Required Contributions
2. A formal presentation will be made if desired by the County.
3. Each actuarial report will be performed in accordance with GASB No. 10 Statement.

3 Key Personnel

Currently we have a total of thirty-seven personnel, including eighteen consultants, seven actuarial analysts working toward their professional designations, as well as technical and clerical support staff. Our staff currently ranks among the ten largest property & casualty consulting firms in the United States. This level of size and staffing allows us to focus on a high level of customer service and timely response on all of our client assignments.

Our lead actuary for this engagement will be Mr. Paul Vendetti, FCAS, MAAA. Mr. Vendetti is a consulting actuary on Pinnacle's commercial lines practice team. His eleven years of actuarial experience includes reinsurance treaty pricing and reserve analysis for general liability, professional liability, property catastrophe and workers compensation lines of business. He also has expertise in product development and pricing of large commercial accounts. He is a member of the Casualty Actuarial Society's Reinsurance Research Committee.

Mr. Vendetti will be assisted in this assignment by the remainder of Pinnacle's professional consulting staff, which includes thirteen Fellows of the Casualty Actuarial Society and two Associates of the Casualty Actuarial Society. We anticipate that Mr. Erich A. Brandt, FCAS, MAAA will serve a key role on this engagement. Mr. Brandt's experience has been almost exclusively self-insurance programs, particularly public entity programs, which makes him ideally suited to contributing on this project.

Joseph A. Herbers, ACAS, MAAA will peer review all aspects of this project, including adherence to professional standards. Mr. Herbers currently serves as an actuarial advisor to scores of individual and group self-insurance programs, many of them government entities. He has served the profession as Chair of the Program Planning Committee of the Casualty Actuarial Society and brings a tremendous wealth of experience and industry knowledge of self-insurance programs generally and municipality programs specifically to the project.

These individuals are committed to full availability during the course of this project. The remainder of our professional staff will also be available if needed. The size of Pinnacle's

professional staff will allow us to perform the work required in a timely manner if awarded this contract. Biographies of the professional staff for this assignment are attached as Appendix A.

4 Information Needed To Complete the Actuarial Report

The following data elements will be needed to perform all methodologies we envision for the analysis.

- 1) Most recent actuarial report
- 2) Claims Summaries by coverage and policy period, including
 - a. Paid Losses
 - b. Case Reserves
 - c. Paid Allocated Loss Adjustment Expenses

(Note: current valuations are necessary, historical valuations or existing loss development triangles will make the analysis go much more quickly)

- 3) Individual Claims Detail regarding losses above each year's retention
- 4) McLean Counties most recent audited financial statement.
- 5) Summary of Held IBNR by Policy Year and Coverage, and
- 6) Historical exposure bases by year.

As previously mentioned, the results of Pinnacle's analysis will be summarized into an actuarial report as well as an oral presentation of findings. The report's findings will be compliant with GASB Statement No. 10 "which establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local governmental entities, including public entity risk pools."

5 Additional Information

5.1 Technical Approach

In order to identify key areas of review for this project, we will begin our work by meeting with the McLean County's risk management staff to plan our work strategy and prepare a written plan of work. During this preliminary meeting, we will work with McLean County risk management staff to identify significant exposures of the county and any other unique liability issues, such as changes in legal immunities or judicial decisions. A key purpose of this meeting is to allow us to gain insight into any shifts in exposure, overall growth and trends in exposure, changes in

underlying risks, changes in claims handling procedures or any other significant operational changes which might impact the focus of our review.

Following these preliminary steps, we will conduct an analysis of the McLean County's reserve and funding position. This work will begin with a review of the data sources provided to us for the analysis and a comparison of that data to the detailed supporting schedules of the McLean County's financial statements. The most variable element of our actual costs on a project such as this is the initial data examination to validate the data provided and manipulate it into a form that will be most effective for our analysis. We will work with the McLean County and its data managers to develop a user-friendly format for the delivery of data for this project. Once we are satisfied as to the integrity of the data, we will organize the data for the analysis of historic development patterns and determine our reserve analysis methodology.

There are several different methods we may employ in the development of estimated ultimate losses. Given satisfactory data, these methods will include:

- Paid Loss Development
- Incurred Loss Development
- Paid Counts and Averages Development
- Incurred Counts and Averages Development, and
- Bornhuetter-Ferguson Method.

The paid and incurred loss development methods use losses as of the current valuation date for each policy year to project losses to an ultimate basis. These extrapolations are developed using loss development patterns selected based on an analysis of historical loss payment and reporting patterns and an understanding of any material changes in claims handling that can cause anticipated development patterns to shift from historical patterns. These payment patterns also provide a basis for estimating cash outflows in the coming year as well as the estimates of overall claim payment timing that is necessary to estimate the expected investment income that will be generated by McLean County between the establishment of the claim reserves and the payment of the claim.

Under the counts and averages methods, claim counts and severities are projected to ultimate separately by policy year in a method similar to the loss development methods described earlier. Estimated ultimate paid (reported) counts are then multiplied by estimated ultimate paid (reported) severities to produce estimated ultimate losses. This method takes advantage of more stable claim count development patterns.

Under the Bornhuetter-Ferguson method (B-F method), actual paid (or reported) losses to date are increased by a provision for incurred-but-not-reported (IBNR) claims in order to arrive at an ultimate loss estimate. The provision for incurred but not reported claim costs is not dependent on actual claims experience, but rather relies on previous loss estimates, typically from prior funding studies. This method is useful in situations where anticipated future development is not related to prior actual development. The B-F method produces reserve estimates that are less responsive to large losses and thus more stable over time.

The specific methodologies employed and any adjustments made to the historic data (such as an adjustment to reflect changes in case reserve adequacy) will depend on the data available, any material changes in risk management operations or claims handling uncovered through discussions with McLean County personnel, and our own analysis of the data. Communication with McLean County personnel will be essential in allowing us to accurately address the effects of such changes. We will use the historic data and the insights gained through conversations with McLean County personnel to determine best estimate reserve indications. We will also compare our estimates of ultimate losses to those from the previous report and strive to better understand the causes of any material changes (e.g. increases in case reserves, reopened claims, significantly reduced settlement value below prior case estimate).

The methodology used to allocate the overall funding estimate will be based on both historical losses and expected losses based on historical exposures by line of business. Also, statistical methods that reflect both process and parameter risk will be used to adjust the estimated reserve and funding needs at higher levels of statistical confidence. We use a number of different methods to estimate risk margins including individual loss simulations, the Murphy method, the Mack method, and the Myers-Heckman method.

5.2 Conflict of Interest

We have endeavored to determine the existence of any potential conflict of interests which may exist that would impair our ability, or perceived ability, to render objective actuarial services. We have identified no conflict of interest with regard to any officer or employee of the companies involved including McLean County.

5.3 Peer Review & Customer Satisfaction

Pinnacle adheres to a strict peer review protocol for all consulting assignments. The intent of the peer review process is to foster the maintenance of high professional standards and practices and to consistently apply these standards to all assignments. Mr. Joseph A. Herbers, ACAS, MAAA will serve as the peer reviewer for this customer relationship.

The review is a mandatory part of each project. A copy of our peer review procedures and requirements is available upon request.

Pinnacle also prides itself on its long standing reputation for exceptional customer service. Client referrals, renewals and expansions of services make up the vast majority of our clients. To assess the quality of our customer service, including our accessibility and responsiveness, we regularly receive evaluations from customers with recently completed projects, particularly government agencies. We have never had a contract cancelled for non-performance. We strive to clearly understand our client's expectations at the inception of a project using a project kickoff meeting and we seek our customers' input on their satisfaction at the conclusion of an assignment.

6 Exceptions

Pinnacle takes no exceptions to this Request for Proposal.

7 Pricing

7.1 Hourly Rate

The quoted “not to exceed” costs were derived based on the following expected employee assignments, project roles, and proposed hourly rates for the first contract year:

- Paul Vendetti, Project Leader (\$300)
- Joe Herbers, Project Peer Review (\$450)
- Erich Brandt, Project Consultant (\$300)
- Greg Fears, Project Technical Analyst (\$180)
- Technicians (\$140) – as needed
- Clerical Support (\$75) – as needed

The rates used to develop our cost estimate are the best offered to any client for this type of actuarial services by Pinnacle. The fees proposed are guaranteed for 180 calendar days from the date of the proposal (August 24, 2006).

In addition to the professional fees, we will also bill separately for any out-of-pocket expenses which might involve postage and handling (including overnight shipping expenses), access to industry benchmark data, and travel expenses (if necessary). We propose these costs on a “not to exceed” basis at \$500 annually, assuming two trips to McLean County a year.

7.2 Maximum Amount

We propose fees for this work to be on an actual time and expense basis with a “not to exceed” cost for each year of \$9,000 or the professional fees. This “not to exceed” cost excludes additional projects or services beyond those specifically described in the RFP and out-of-pocket expenses. Our billings will reflect the actual hours spent and the proposed hourly rates below, even if less than the “not to exceed” amount.

It is Pinnacle's practice to invoice our clients monthly for all work in progress with invoices payable within 15 days. Amounts remaining unpaid at the time of preparing the next monthly invoice will be charged a 1% monthly administration fee.

BIOGRAPHY

PAUL A. VENDETTI

Mr. Vendetti is a Consultant with Pinnacle Actuarial Resources, Inc., in the Bloomington, Illinois office. He holds a Bachelor of Arts Degree in Political Science from Amherst College. He also has graduate level coursework in Applied Mathematics from DePaul University. He has eleven years experience as an actuary in the property/casualty industry.

Mr. Vendetti is a Fellow of the Casualty Actuarial Society and is a member of the American Academy of Actuaries.

Prior to joining Pinnacle Actuarial Resources, Paul was employed by Zurich North America. Prior to Zurich Paul worked at American Agricultural Insurance Company. His background includes primary lines and reinsurance pricing, loss reserving and catastrophe modeling. Paul's pricing experience includes pricing commercial warranty, crop hail and Multi-Peril Crop Insurance (MPCI). His loss reserving experience includes: loss reserve analyses for both primary and reinsurance companies. His experience also includes catastrophe modeling primarily focused on catastrophe pricing and accumulation management.

BIOGRAPHY

JOSEPH A. HERBERS

Mr. Herbers is a Principal and Consultant with Pinnacle Actuarial Resources, Inc., in the Bloomington, Illinois, office. He holds a Bachelor's Degree in Mathematics from the University of Missouri. He has more than eighteen years of consulting experience and 20+ years experience in the insurance industry.

Mr. Herbers is an Associate of the Casualty Actuarial Society and a member of the American Academy of Actuaries. He is past Chair of the Program Planning Committee of the Casualty Actuarial Society and a current member of the Committee on Property and Liability Financial Reporting of the American Academy of Actuaries.

Mr. Herbers' past employment includes State Farm Insurance Company, Tillinghast/Towers Perrin and Miller, Herbers, Lehmann, & Associates, Inc. He has been responsible for funding and risk retention studies for professional liability, general liability, auto liability, property and workers compensation exposures for municipal pools, hospitals, universities, corporations, and other self-insured entities. He has considerable experience in the areas of reserving and ratemaking studies for captive insurance companies; personal and commercial lines reserving and ratemaking; pricing of auto insurance reform measures, including choice no-fault initiatives; and private passenger auto classification analysis using statistical and multivariate methods.

Mr. Herbers has given presentations and speeches on a variety of topics and has written articles on Dynamic Financial Analysis, loss cost projections for captive insurance companies, use of Geographic Information Systems in personal lines insurance pricing, choice no-fault plans for automobile insurance, and Catastrophes & Solvency. His published articles include "Choice No-Fault: Actuarial Costing Methods," *CAS Forum* 1994; "A Model for Estimating Loss Costs for Alternative Market Risks," 1996 CAS Discussion Paper Program – Alternative Markets/Self-Insurance; and "Building a Public Access PC-Based DFA Model," *CAS Forum*, Summer 1997, Volume 2 and "Materiality and Statements of Actuarial Opinion," *CAS Forum*, Fall 2002.

BIOGRAPHY***ERICH A. BRANDT***

Mr. Brandt is a Consultant with Pinnacle Actuarial Resources, Inc., in the Bloomington, Illinois, office. He holds a Bachelor's Degree in mathematics from Illinois State University in Normal, Illinois. He has five years of experience as an actuary.

Mr. Brandt is a Fellow of the Casualty Actuarial Society and is a member of the American Academy of Actuaries.

Mr. Brandt has considerable experience in assignments involving Loss Reserving, Funding Studies, Cost Allocation Mechanisms, Loss Cost Projections, Competitive Analysis, Captive Feasibility Studies, Personal Lines Ratemaking and Financial Analysis of Insurance Companies.

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 September 19, 2006; 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.
- Calculation of Discounted and Non-Discounted Unpaid Liabilities at Year End.
- Calculation of Annual Required Contributions

The report is to be completed within thirty (30) days of the receipt of the data required for the analysis. A formal presentation of the findings will be done if requested by the County.

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 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 September 19, 2006 and remain in effect till September 19, 2007 or earlier in accordance with Section 8. A study utilizing new data will constitute a separate and new undertaking outside the boundaries 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 \$9,000 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.

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.

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.

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.

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

104 West Front Street
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. Joseph A. Herbers, Principal & 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

Pinnacle Actuarial Resources, Inc.

By: _____

Title: Principal & Consulting Actuary

Date: _____

CLIENT

McLean County

By: _____

Title: _____

Date: _____

**AN ORDINANCE REGULATING SMOKING IN PUBLIC PLACES
AND PLACES OF EMPLOYMENT IN THE
UNINCORPORATED AREAS OF McLEAN COUNTY**

DRAFT

WHEREAS, the City of Bloomington and Town of Normal have adopted strict no smoking ordinances to protect the health of their citizens; and

WHEREAS, secondhand smoke, which contains 4,000 chemicals, 63 of which cause cancer, is the third leading cause of preventable death in the United States, and the National Cancer Institute determined in 2000 (Monograph #10) that secondhand smoke is responsible for the early deaths of as many as 65,000 Americans annually; and

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart, stroke, respiratory disease, and lung cancer; and

WHEREAS, the Public Health Service's National Toxicology Program has listed secondhand smoke as a known carcinogen (U. S. DHHS, 2000, citing Cal. EPA, 1997); and

WHEREAS, the ills of smoking and secondhand smoke are well documented in all of the independent medical studies and secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

WHEREAS, children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden death syndrome, developmental abnormalities, and cancer; and

WHEREAS, the Americans with Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability; and

WHEREAS, (1) the U. S. Surgeon General has determined that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke, (2) the Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation, (3) air cleaners, which are only capable of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke, (4) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) bases its ventilation standards on totally smoke-free environments because it cannot determine a safe level of exposure to secondhand smoke, which contains cancer-causing chemicals, and ASHRAE acknowledges that the technology does not exist that can remove chemicals from the air that cause cancer; and

WHEREAS, a recently promulgated ASHRAE Position Document on Environmental Tobacco Smoke concludes that at present, the only means of eliminating health risks associated with indoor exposure is to ban all smoking activity; and

WHEREAS, the ASHRAE Position Document further concludes that no current ventilation, air cleaning or other technologies have been demonstrated to control health risks from environmental tobacco smoke exposure in spaces where smoking occurs; and

WHEREAS, a significant amount of secondhand smoke exposure occurs in the workplace, and employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and a measurable decrease in lung function; and

WHEREAS, smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates and increased liability claims for diseases related to exposure to secondhand smoke; and

WHEREAS, numerous economic analyses examining restaurant and hotel receipts and controlling for economic variables have shown either no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke-free; and

WHEREAS, creation of smoke-free workplaces is sound economic policy and provides the maximum level of employee health and safety; and

WHEREAS, smoking is a potential cause of fires, cigarette and cigar burns and ash stains on merchandise and fixtures and contributes to the economic damage of businesses; and

WHEREAS, on June 25, 2006, the Illinois Governor signed into law Senate Bill 2400 which gives non-home rule counties the ability to regulate smoking in public places and places of employment; and

WHEREAS, enacting an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County will eliminate secondhand smoke exposure in all workplaces and public places including without limitation restaurants and bars; and

WHEREAS, the County Board of McLean County, Illinois finds and declares that the purposes of this Ordinance are (1) to protect the public health and welfare by prohibiting smoking in all public places and places of employment, and (2) to guarantee the right of nonsmokers to breathe smoke-free air which shall have priority over the desire to smoke; now, therefore,

BE IT ORDAINED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS
as follows:

The McLean County Code is hereby amended by adding a new Chapter 39 to read as follows:

Section 39 - 1 Title.

This Chapter shall be known as the Regulation of Smoking in Public Places and Places of Employment.

Section 39 - 2 Definitions.

The following words and phrases whenever used in Chapter shall have the following meanings:

“Adult Day Care Home” means a private residence which receives for care one or more aging or disabled adults, not related to the family.

“Business” means any sole proprietorship, partnership, joint venture, corporation, limited liability company or other business entity formed for profit-making purposes, including without limitation retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

“Child Day Care Home” means a private residence which receives for care one or more children under the age of 12, not related to the family.

“Church” means a facility primarily and regularly used for religious worship or religious instruction.

“Employee” means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

“Employer” means any person, business, partnership, association, corporation, including without limitation a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

“Enclosed Area” means all space in any structure or building that is enclosed on all sides by any combination of walls, half walls, windows, or doorways extending from floor to the ceiling, regardless of whether they are open or closed.

“Facility” means any enclosed structure or building intended for human occupancy.

“Health care facility” means any office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, rehabilitation hospitals, clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and other specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms and wards within health care facilities.

“Place of employment” means any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, and hallways. A private residence is not a “place of employment” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Private Club or Lodge” means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and if alcoholic beverages are sold such sale is incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, any business, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, service line, shopping malls, sports arenas, theaters, waiting rooms and common areas in multiple family residences. A private residence is not a “public place” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Retail tobacco store” means any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.

“Service line” means any indoor line at which one (1) or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

“Shopping mall” means any enclosed walkway or hall area that serves to connect retail or professional establishments.

“Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah or other lighted tobacco product in any manner or in any form.

“Sports Arena” means any enclosed sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley and other similar places where members of the general public assemble to participate in or witness sports, cultural, recreational or other events.

Section 39 - 3 McLean County Owned Facilities.

Smoking shall be prohibited in any McLean County government facility and any McLean County government vehicle, including without limitation facilities and vehicles owned, leased, or operated by McLean County government.

Section 39 - 4 Prohibition of Smoking in Public Places and Places of Employment.

Smoking shall be prohibited in all enclosed public places and places of employment within the unincorporated areas of McLean County, except as provided in Section 39 - 5.

Section 39 - 5 Where Smoking is not Regulated.

Notwithstanding any other provision of this Chapter to the contrary, the following enclosed indoor areas shall be exempt from the provisions of Section 39 - 4.

1. Private residences, except when used as a licensed child day care home, adult care home, health care facility, or a home-based business of any kind open to the public; provided, however, private sleeping rooms in nursing homes and assisted living centers are not subject to Section 39 - 4, unless a roommate objects to smoking in the room.
2. Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than twenty-five per cent (25%) of the rooms rented to guests in a hotel or motel may be so designated.
3. Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of any section of this Chapter.
4. Private clubs or lodges.
5. Churches.

Section 39 - 6 Declaration of Establishment as Non-Smoking.

Notwithstanding any other provisions of this Chapter, an owner, operator, manager, or other person in control of any enclosed indoor area described in Section 39 - 5 may declare that entire indoor area as a non-smoking place.

Section 39 - 7 Non-Retaliation.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Chapter or reports or attempts to prosecute a violation of this Chapter.

Section 39 - 8 Enforcement.

A. Notice of the provisions of this Chapter shall be given to all applicants for a liquor license in McLean County.

B. Any citizen who desires to register a complaint under this Chapter may file a police report with the McLean County Sheriff.

C. McLean County shall have the authority, while a public place or place of employment is undergoing an otherwise mandated inspection, to inspect for compliance with this Chapter.

D. An owner, manager, operator or employee of a public place or place of employment regulated by this Chapter shall inform persons violating this Chapter of the appropriate provisions thereof. The posting of a no smoking sign that conforms with this Chapter shall be considered adequate notice.

E. In addition to the remedies provided by this Chapter, the McLean County Board Chairman or any person aggrieved by the failure of the owner, operator, manager or other person in control of a public place or a place of employment to comply with the provisions of this Section may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Section 39 - 9 Posting of Signs.

Every public place and place of employment where smoking is prohibited by this Chapter, shall have posted at every public entrance a conspicuous sign clearly stating that smoking is prohibited. The international "no smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar diagonally across it shall be considered acceptable under this Section.

Section 39 - 10 Violations and Penalties.

A. A person who smokes in an area where smoking is prohibited by this Chapter shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

B. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to prohibit smoking shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

An owner, manager, operator or person in control of a place subject to this Chapter shall be deemed to have permitted a violation of the Chapter if a violation has occurred while the owner, manager, operator or person in control is physically present at the location at the time of the violation. It shall be a defense to this charge that the owner, manager, operator or person in control of the premises has told the smoking offender that smoking is prohibited, and if the smoker does not stop smoking, the owner, manager, operator or person in control has called the McLean County Sheriff's Department at the time of the violation and reported the refusal to comply with the Ordinance.

C. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to post a sign in conformance with the provisions of this Division shall be guilty of an infraction punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

D. Each day on which a violation of this Chapter occurs shall be considered a separate and distinct violation.

Section 39 - 11 Public Education.

McLean County, through the McLean County Health Department, shall engage in a continuing program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide owners, operators, and managers in their compliance with it.

Section 39 - 12 Other Applicable Laws.

This Chapter shall not be interpreted or be construed to permit smoking where it is otherwise restricted by other applicable laws.

Section 39 - 13 Severability.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid by a court of competent

jurisdiction, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 39 - 14 Effective Date.

That this Ordinance shall take effect January 1, 2007.

Section 39 - 15 Date of Adoption.

That this Ordinance is adopted this ____ day of _____, 2006.

APPROVED:

Chairman, McLean County Board

ATTEST:

Clerk of the McLean County Board