



McLean County
FINANCE COMMITTEE AGENDA
Room 400, Government Center
Wednesday, September 2, 2009
4:00 p.m.

1. Roll Call
2. Approval of Minutes: August 5, 2009
3. Departmental Matters
 - A. Phil Dick, Director, Building and Zoning
 - 1) Items to be Presented for Action:
 - a) Request Approval of a 2010 Rural Public Transportation Downstate Operating Assistance Grant Agreement between the State of Illinois Department of Transportation Division of Public and Intermodal Transportation and McLean County 1-19
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Walt Howe, Health Department Administrator
 - 1) Items to be Presented for Information:
 - a) Summary Report of Outstanding Receivables 20-21
 - b) General Report
 - c) Other
 - C. Peggy Ann Milton, County Clerk
 - 1) Items to be Presented for Action:
 - a) Request Approval to Change the Polling Place for Precinct, Empire 1 & 2 from Water Tower Place, 212 Pine St., LeRoy, IL to LeRoy Christian Church, 603 S. East St., LeRoy, IL 22
 - 2) Items to be Presented for Information:
 - a) Monthly Report, July 2009 23
 - b) General Report
 - c) Other

- D. Becky McNeil, County Treasurer
 - 1) Items to be Presented for Information:
 - a) Accept and place on file County Treasurer's Monthly Financial Reports as of August 31, 2009
 - b) General Report
 - c) Other

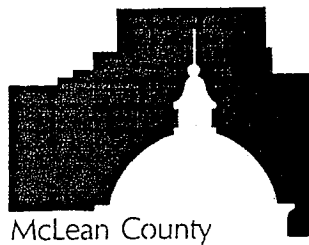
- E. Matt Riehle, Director, Nursing Home
 - 1) Items to be Presented for Information:
 - a) Monthly Reports 24-26
 - b) General Report
 - c) Other

- F. Robert Kahman, Supervisor of Assessments
 - 1) Items to be Presented for Information:
 - a) Assessment Status Report 27-29
 - b) General Report
 - c) Other

- G. Lee Newcom, County Recorder
 - 1) Items to be Presented for Information:
 - a) Report on Microfilm Reimaging 30-31
 - b) General Report 32-34
 - c) Other

- H. Terry Lindberg, County Administrator
 - 1) Items to be Presented for Action:
 - a) Request Approval of Draft Letter to Gov. Pat Quinn regarding State Financial Support 35-36
 - 2) Items to be Presented for Information:
 - a) Review of Personnel Policy Relating to New Hires 37-38
 - b) General Report
 - c) Other

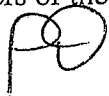
- 4. Recommend Payment of Bills and Transfers, if any, to County Board
- 5. Other Business and Communication
 - A. Schedule additional Committee Meetings in October for Budget Review
- 6. Adjournment



McLean County

INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Chairman Owens and Members of the Finance Committee
FROM: Philip Dick, AICP, Director 
DATE : August 25, 2009
RE: Rural Public Transportation by SHOW BUS

SHOW BUS is submitting a fiscal year 2010 rural public transportation Downstate Operating Assistance grant agreement with the Illinois Department of Transportation for operating assistance in order to provide rural public transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties.

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

Business # 309-747-2454

Reservation # 800-525-2454

August 24, 2009

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

Dear Mr. Owens:

Attached please find the following:

Downstate Public Transportation Operating Assistance Grant Agreement between IDOT and McLean County

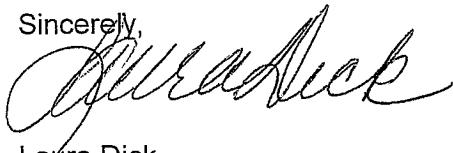
McLean County Board Resolution

The grant agreement will provide funds to be used in the provision of rural public transportation for DeWitt County, Ford County, Iroquois County, Livingston County and the rural areas of McLean County.

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

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

Sincerely,



Laura Dick

cc: McLean County Building and Zoning Dept.

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT
between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

MCLEAN COUNTY

Contract Number 3883

Grant Number OP-10-41-IL

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This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and McLean County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2010, up to the corresponding identical or minimally different appropriation amount provided by Public Act 96-0046, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2010 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$910,200, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2010 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment worker's compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376001569 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____ by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2010.

Accepted on behalf of McLean County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Gary Hannig
Secretary of Transportation

By: _____
Joseph P. Clary
Director, Division of Public & Intermodal Transportation

Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

McLean County:

Signature of Authorized
Representative

Title

Date

EXHIBIT B

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

McLean County:

Signature of Authorized
Representative

Title

Date

AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

I, Peggy Ann Milton, do hereby certify that I am the fully qualified and acting County Clerk of McLean County, and as such County Clerk, I am the keeper of the seal, records and files of McLean County.

I do further certify that at a duly constituted and legally convened meeting of the County Board of McLean County held on September 15, 2009, a resolution was adopted in full accordance and conformity with the by-laws and ordinances for McLean County and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the County Board of McLean County:

1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3883 Grant No. OP-10-41-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

I further certify that the original of the complete said Resolution is on file in the records of McLean County in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of McLean County this 15th day of September 2009.

Peggy Ann Milton, McLean County Clerk

McLean County Board Resolution

Number _____

Resolution authorizing application for and acceptance of 2010 Downstate Operating Assistance Grant No. OP-10-41-IL, Contract No. 3883 with the State of Illinois

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

BE IT RESOLVED by the County Board of McLean County:

1. That McLean County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. 3883 Grant No. OP-10-41-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized and directed to execute the Agreement on behalf of McLean County for such assistance, or any subsequent amendment to the Agreement that increases the maximum assistance should additional funding become available for such purpose.
3. That the County Board Chair (or, in the absence of the Chair or by direction of the Chair, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

PRESENTED and ADOPTED this 15th day of September 2009

Attest:

Approved:

Peggy Ann Milton
County Clerk
McLean County, IL

Matt Sorensen
Chair
McLean County Board



McLean County
Health Department

Partners in Prevention

200 W. Front St., Rm. 304 • Bloomington, IL 61701

To: Honorable Members of the Finance Committee

From: Walt Howe, Director *W. Howe*

Date: August 27, 2009

Re: Summary of Outstanding Receivables

In an writing in response to the Treasurer's report to the Finance Committee on August 5, 2009 regarding State of Illinois Receivables. On the report submitted by the Treasurer, the Health Department had a multi-fund total of \$401,178.04 in outstanding receivables from the State of Illinois. This total was spread across 6 individual accounting funds that each represent specific service program areas of the Health Department. I have prepared a summary report below that depicts the current status of those funds as of the end of August, 2009. The current status report includes activity in each fund as of August 26, 2009 with additional activity being added daily.

Fund	7/31/2009	8/26/2009	Status as of 8/26/09
0102 Dental	\$ 7,054.03	\$ 58,424.48	\$ 65,478.51
0103 WIC	\$ 2,758.00	-	\$ 2,758.00
0105 Preventive	\$ 37,654.93	(\$23,128.74)	\$ 14,526.19
0106 FCM	\$170,962.00	(\$78,522.19)	\$ 92,439.81
0107 HIV/E.P.	\$ 9,649.81	(\$ 7,749.50)	\$ 1,900.31
0112 Health Dep.	\$176,403.26	(\$ 71,915.85)	\$104,487.41
Total Due HD	\$404,403.26	(\$122,891.80)	\$ 281,590.23

The Health Department recognizes the need for speedy recovery of outstanding receivables and makes every attempt to capture outstanding receivables in a timely manner. In reviewing the current status of the State of Illinois accounts, the overall balance of \$281,590.23 covers activity through 8/26/09. Obviously some individual accounts have different payment schedules and governing rules on submission of invoices or payment methodologies. But overall the receivable balance represents an arrearage schedule of approximately 87.87 days. This means the State of Illinois is approximately three months in arrears in making full payment on all accounts. As mentioned previously, this arrearage schedule can mark a current payments status or depict a true outstanding balance in account payments depending on the payment

methodology of the particular program. For example, the outstanding balance in Fund 0103 for Lead Screening Services in the WIC program is \$2,758.00. This balance, based upon the anticipated receivable schedule, is 84 days behind in payment. On the other hand, the grant program routinely makes reimbursement payment on a quarterly payment schedule. Therefore, the status of 84 days in arrears is actually on a current payment status. This scenario runs through many of the Health Department accounts whereby several different payment schedules are in place.

In light of the state of the State, the overall payment arrearage of 87 days is not a horrible status. There are a couple of accounts with greater outstanding A/R days than others, especially the Medicaid reimbursement accounts. But a point in time balance of 87 days is not unexpected at this point in time. Two accounts, Medicaid reimbursement for medical screening programs in Fund 0106-0120-0057 and Medicaid reimbursement for immunization, physicals, and screenings in Fund 0112-0120-0057 combined total \$118,720.78 or 42% of the total. These two accounts have A/R days totaling 87 and 148 days respectively. These are the most delinquent accounts. Conversely, several of the accounts are current or only slightly behind in payment. If I removed the two Medicaid receivable accounts, the total State A/R days drop to 67.7 days.

Therefore, the Health Department continues to monitor the receivables of all funds and works very closely with the funding partners in all programs to assure the most timely payments possible. If you have any further questions or need additional information, please feel free to let me know.



PeggyAnn Milton
McLean County Clerk
(309) 888-5190
Fax (309) 888-5932
115 E Washington Street, Room 102
PO Box 2400
Bloomington, IL 61702-2400
Website: www.mcleancountyil.gov/countyclerk

DATE: August 20, 2009

TO: Chairman Sorensen
Honorable Members of the Finance Committee

FROM: PeggyAnn Milton

RE: Polling Place Change

A handwritten signature in black ink that reads "PeggyAnn Milton". The signature is written in a cursive style and is positioned to the right of the printed name in the "FROM:" field.

Due to the deterioration of the current polling place I request the following polling place change be made.

Current Polling place: Precinct, Empire 1 & 2, Water Tower Place, 212 Pine St, Leroy, IL.
Request changed to: Precinct, Empire 1 & 2, LeRoy Christian Church, 603 S. East St, Leroy, IL.

We respectfully request your approval of this change.

Thank you.

We look forward to serving you."

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

Example	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2008 YTD	2009 YTD	2009 Budget / Percent of Budget
	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated	Number Processed Dollar Amount Generated
Assumed Names \$3.00	20 \$60.00	22 \$66.00	24 \$72.00	23 \$69.00	21 \$63.00	20 \$60.00	17 \$51.00						181 \$542.00	147 \$441.00	\$1,000.00 44.10%
*Birth Record Requests \$13.00/\$7.00	605 \$6,973.00	599 \$7,208.00	700 \$8,232.00	615 \$7,171.00	610 \$7,192.00	638 \$7,364.00	714 \$7,611.00						5,429 \$45,427.00	4,480 \$51,751.00	\$94,000.00 55.05%
*Death Record Requests \$11.00/\$5.00	30 \$276.00	71 \$640.00	61 \$575.00	81 \$681.00	41 \$385.00	72 \$600.00	59 \$565.00						436 \$2,446.00	415 \$3,722.00	\$5,000.00 74.44%
Liquor Licenses Amount Varies	0 \$0.00	0 \$0.00	1 \$305.00	0 \$0.00	14 \$11,575.00	4 \$2,455.00	0 \$0.00						16 \$13,400.00	19 \$14,335.00	\$16,500.00 86.88%
Marriage License Applications \$22.00	37 \$814.00	41 \$902.00	54 \$1,197.00	83 \$1,826.00	114 \$2,508.00	113 \$2,486.00	106 \$2,332.00						543 \$11,946.00	548 \$12,065.00	\$22,000.00 54.84%
*Marriage Record Requests \$13.00/\$7.00	121 \$1,371.00	152 \$1,694.00	177 \$1,959.00	183 \$1,941.00	271 \$2,817.00	302 \$3,176.00	312 \$3,222.00						1,539 \$11,214.00	1,518 \$16,180.00	\$34,000.00 47.59%
Notary Public Commissions \$10.00/\$5.00	35 \$200.00	33 \$200.00	45 \$290.00	58 \$340.00	41 \$240.00	75 \$435.00	42 \$235.00						352 \$2,025.00	329 \$1,940.00	\$3,000.00 64.67%
Take Notices \$15.32	268 \$4,105.76	281 \$4,304.92	92 \$1,413.44	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00						658 \$9,627.93	641 \$9,824.12	\$8,800.00 111.64%
Tax Redemption Fees \$70.00	86 \$6,020.00	97 \$6,790.00	72 \$5,040.00	106 \$7,420.00	40 \$2,800.00	34 \$2,380.00	43 \$3,010.00						528 \$36,960.00	478 \$33,460.00	\$60,000.00 55.77%
Taxes Redeemed	\$278,927.35	\$393,717.56	\$466,273.63	\$317,107.82	\$156,222.31	\$193,243.56	\$263,701.67						\$1,898,097.79	#####	N/A
Voter Registrations/ Address Changes/ Cancellations	524	488	685	547	376	563	2,840						9,331	6,023	N/A

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

**McLEAN COUNTY NURSING HOME
ACCRUED EXPENDITURE**

Prt Date: August 19, 2009

	2009 BUDGET	2009 MONTHLY ALLOC	JULY, 2009 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/09
SALARIES	3,787,221	321,305	338,954	2,197,172	2,330,467	1,456,755	133,295	61.54%	4,012,360
IMRF	281,769	23,931	25,218	163,658	173,387	108,383	9,729	61.54%	298,520
MED/LIFE	490,580	15,847	41,666	284,940	284,940	205,640	0	58.08%	490,580
SOC/SEC	289,722	24,607	25,930	168,277	178,281	111,442	10,004	61.54%	306,946
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	4,879,293	388,238	434,316	2,831,471	2,984,498	1,894,795	153,027	61.17%	5,138,405
COMMODITIES	818,708	69,534	82,683	475,524	498,932	319,776	23,409	60.94%	859,011
CONTRACTUAL	1,444,659	121,440	278,296	839,090	1,812,361	(367,701)	973,271	125.45%	3,120,338
CAPITAL	351,270	29,834	4,309	204,025	74,560	276,710	(129,465)	21.23%	128,370
GRAND TOTAL	7,493,930	609,046	799,603	4,350,110	5,370,352	2,123,579	1,020,242	71.66%	9,246,124

**McLEAN COUNTY NURSING HOME
ACCRUED REVENUE**

Prt Date: August 19, 2009

	2009 BUDGET	2009 MONTHLY ALLOC	JULY, 2009 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET	PROJECTED REVENUE 12/31/09
MEDICARE REVENUE	766,500	65,100	130,556	445,200	562,462	204,038	117,262	73.38%	968,390
IDPA REVENUE	3,153,600	267,840	503,439	1,831,680	3,588,607	(445,007)	1,766,927	114.11%	6,195,715
SCHOOLING REIMB	0	0	68	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	8,439	717	920	4,902	4,312	4,127	(589)	51.10%	7,424
JDC FOOD	35,000	2,973	3,896	20,329	17,908	17,092	(2,421)	51.17%	30,832
MEALS	600	51	177	348	1,493	(893)	1,145	248.83%	2,570
PVT PAY REVENUE	2,151,675	182,745	105,299	1,249,740	789,965	1,361,710	(459,775)	36.71%	1,360,081
UNCLASS	12,000	1,019	52	6,970	1,290	10,710	(5,680)	10.75%	2,220
INTEREST EARNED	97,990	8,322	10,221	56,915	61,211	36,779	4,297	62.47%	105,387
SALE OF ASSETS	0	0	0	0	900	(900)	900	#DIV/0!	1,550
TRANSFER IN	579,004	49,176	62,872	336,298	431,376	147,628	95,078	74.50%	742,699
TELEPHONE REIMB	0	0	810	0	5,880	(5,880)	5,880	#DIV/0!	10,124
TOTAL ACC REVENUE	6,804,808	577,943	818,312	3,952,382	5,475,404	1,329,404	1,523,022	80.46%	9,426,992
TOTAL ACC REVENUE	6,804,808	577,943	818,312	3,952,382	5,475,404	1,329,404	1,523,022	80.46%	9,426,992
LESS ACCRUED EXPENS	(7,493,930)	(609,046)	(799,603)	(4,350,110)	(5,370,352)	(2,123,579)	(1,020,242)	71.66%	(9,246,124)
ACC REV - (ACC EXP)	(689,122)	(31,103)	18,709	(397,728)	105,052	(794,174)	502,780		180,868
PLUS CAP EXP	0	29,834	4,309	204,025	74,560	276,710	(129,465)		128,370
ACC BALANCE	(689,122)	(1,269)	23,018	(193,703)	179,612	(517,465)	373,315		309,238

McLEAN COUNTY NURSING HOME
JULY 2009
31 DAYS

DAILY CENSUS

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

CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG	
MEDICARE	5	5	5	5	5	6	6	6	8	7	7	7	8	8	8	7	8	8	8	8	8	8	7	6	6	6	6	6	8	7	6	209		
HUMANANOSF	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27		
PA SKILL	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1		
PA INT	5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	6	6	7	185			
PP SKILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PP INT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUB TOTAL	13	12	12	12	12	13	13	13	15	15	15	15	15	15	15	15	14	14	14	14	14	14	13	13	13	13	13	13	14	14	14	424		

NON-CERT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG	
PA SKILL	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0		
PA INT	83	83	82	82	82	81	81	81	80	80	80	80	80	80	80	80	81	81	81	81	81	79	79	79	79	79	79	79	80	80	79	0		
PP SKILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PP INT	22	22	21	21	22	21	21	21	21	21	21	21	21	20	20	20	20	22	22	22	22	21	22	22	22	22	22	22	22	23	23	0		
SUB TOTAL	106	107	105	105	106	105	104	104	103	103	102	103	103	102	102	102	105	105	105	105	105	102	103	103	103	103	103	103	104	105	104	0		

TOTAL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG	
MEDICARE	5	5	5	5	5	6	6	6	8	7	7	7	8	8	8	7	8	8	8	8	8	8	7	6	6	6	6	6	8	7	6	209	6.7	
HUMANANOSF	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.9	
PA SKILL	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	62	
PA INT	88	88	87	87	87	86	86	86	85	86	85	87	86	86	86	87	87	87	87	87	87	85	85	86	86	86	86	86	86	86	86	86	267.5	88.3
PP SKILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PP INT	22	22	21	21	22	21	21	21	21	21	21	21	21	20	20	20	22	22	22	22	22	21	22	22	22	22	22	22	22	24	24	669	21.6	

TOT IN HOUSE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG		
PP B/H-PD	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
PP B/H-NON PD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.2
PA BED HOLD	2	1	2	2	2	2	2	2	2	1	1	2	1	1	0	0	0	0	0	0	0	2	2	1	1	1	1	1	0	0	1	32	1.1		

McLEAN COUNTY NURSING HOME

CENSUS Report - 2009

MONTH	AVG MEDICARE	AVG HUMIOSF	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	6.13	0.00	27.52	87.45	121.10	0.77	121.87	28.13
FEBRUARY	9.18	0.00	23.93	89.50	122.61	0.79	123.39	26.61
MARCH	7.81	0.00	27.68	93.45	128.94	0.10	129.03	20.97
APRIL	5.40	0.80	26.80	92.67	125.67	1.37	127.03	22.97
MAY	5.39	0.61	25.81	93.23	125.03	0.45	125.48	24.52
JUNE	3.50	0.80	25.33	90.47	120.10	0.83	120.93	29.07
JULY	6.74	0.87	21.58	88.29	117.48	1.13	118.61	31.39
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER								
DECEMBER								
YTD AVERAGE	6.31	0.44	25.52	90.72	122.99	0.78	123.77	26.23
% OF CAPACITY	4.20%	0.29%	17.01%	60.48%	81.99%	0.52%	82.51%	17.49%

Memo

To: Honorable Members of the Finance Committee
From: Robert T. Kahman
CC: file
Date: August 26, 2009
Re: Status Report August 2009

I am pleased to report that I have begun to publish assessments for 2009 and mail assessment notices.

You will see that Money Creek has a negative, less than 1.0000, multiplier. The other multipliers are also running on the low side.

The Money Creek situation is a direct result of basic economics. That township has the highest average residential value in the County. The average residential assessment in Money Creek was \$96K last year. If we compare with neighboring Hudson Township the average is \$53K or 45% less.

The economic theory of risk and reward teaches that the larger the risk the larger the potential reward or loss. The average residential assessment in Gridley is on \$27K. The risk is therefore about 4 times less than in Money Creek. Historically I have found that in recessions high end properties either lose value or do not gain. Low end properties tend to behave counter-intuitively. That is they actually tend to gain value in bad times, typically as a result of low mortgage rates and government incentives for first time buyers.

We see an analogous situation in the "Cash for Clunkers" program. If you think about it the clunkers were owned by people with limited income. When they went car shopping they purchased very low end new cars because that is all they could afford.

On the reward side of risk and reward, think about buying in Gridley, Hudson or Money Creek. When times are good the average home in the first two will never match the appreciation that will happen in the latter. That is risk and reward.

As a side note, in general the truly rich never have a recession. Multi-million dollar estates fluctuate in value based on a set of circumstances worlds apart from those that drive the rest of the market.

TOTAL RESIDENTIAL PARCELS	47,329				
	PARCEL OVER	PERCENT		PARCELS UNDER	PERCENT
>750000	110	0.2%	<750000	47,219	99.8%
>300000	2,977	6.3%	<300000	44,352	93.7%
>200000	10,360	21.9%	<200000	36,969	78.1%
>100000	35,025	74.0%	<100000	12,304	26.0%

In the chart above you can see that only two tenths of one percent of our residential properties is valued over \$750,000. Conversely 99.8% of the county has homes valued less than \$750,000. In fact 35,000 of our 47,329 or 74% are over \$100,000 in market value which means that 12,304 or 26% are valued at less than \$100,000.

Probably the clearest line in the chart is the 300,000 line. If you have a home valued at \$300K or more you are in the top 6.3% and you know that a full 93.7% of the county lives in lesser valued housing. I often tell assessors to concentrate on the bottom of the pyramid. It is human nature to spend the majority of our time on the top few properties. However, it is the in the low to middle price range where we find most of homes. That is where we should focus our attention and efforts.

Assessment Status Report
TODAY IS: 08/26/2009

Township	Preliminary Submittal	Book to S/A	To Printer/Publisher	Newspaper	Date of Publication	Final Filing Date	2008 Factor	2009 Factor	Complaints Filed	Books Closed	
Allin	08/04/09	08/18/09	08/20/09	Pantagraph	08/28/09	09/28/09	1.0443	1.0390			
Anchor				Ridgeview Review			1.0000				
Arrowsmith	07/15/09	08/24/09		Pantagraph			1.0369				
Bellflower				LeRoy Journal			1.0377				
Bloomington	04/30/09			Pantagraph			1.0413				
Blue Mound	05/30/09	08/14/09	08/20/09	Ridgeview Review	08/27/09	09/28/09	1.0218	1.0380			
Cheney's Grove				Ridgeview Review			1.0181				
Chenoa				Chenoa Town Crier			1.0328				
City				Pantagraph			1.0255				
Cropsey				Ridgeview Review			1.0000				
Date				Pantagraph			1.0402				
Danvers				Quill			1.0159				
Dawson				Pantagraph			1.0177				
Downs	04/20/09	08/11/09	08/20/09	Pantagraph	08/28/09	09/28/09	1.0273	1.0293			
Dry Grove				Quill			1.0284				
Empire				LeRoy Journal			1.0323				
Funk's Grove				Heyworth Star			1.0409				
Gridley				Gridley Village Times			1.0177				
Hudson	08/24/09	08/26/09		Quill			1.0000				
Lawndale				Ridgeview Review			1.0000				
Lexington				Lexingtonian			1.0268				
Martin	05/30/09	08/14/09	08/20/09	Ridgeview Review	08/27/09	09/28/09	1.0529	1.0134			
Money Creek	04/20/09	08/11/09	08/20/09	Lexingtonian	08/27/09	09/28/09	1.0554	0.9796			
Mount Hope				Heyworth Star			1.0237				
Normal	08/20/09			Normalite			1.0300				
Old Town	05/27/09			Pantagraph			1.0195				
Randolph	05/27/09			Heyworth Star			1.0190				
Towanda				Pantagraph			1.0000				
West				LeRoy Journal			1.0000				
White Oak	07/17/09	08/18/09	08/20/09	Quill	08/27/09	09/28/09	1.0317	1.0456			
Yates				Chenoa Town Crier			1.0000				
							Average	1.0238	1.0242	0	
							Median	1.0255	1.0337		



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

September 2, 2009

To: Hon. Members of the Finance Committee

From: Lee Newcom, County Recorder

Re: Microfilm in Recorders Office

As previously discussed in the Finance Committee, the real estate title business in McLean County has changed significantly over the past several years, placing ever growing professional pressure on the Recorder's office to make our records more reliable and accessible. As part of our multi-year plan to bring the Recorder's Office up to the professional standards of performance required, we have accomplished the following goals over the past two years:

- Aggressive privacy initiatives have been undertaken to prevent inappropriate or illegal use of the Recorder's on-line research database, including the redaction (blocking) of all Social Security Numbers from our database on-line.
- All document images on microfilm from 1973 to present have been digitized and are now available in the on-line search capability. This allows a typical 30 year residential title search to be conducted entirely on-line, making financial transactions for McLean County citizens faster and more reliable.
- More than 76,000 documents, which had previously existed on microfilm but never entered into the Recorder's records, have been entered into our search index.
- A complete inventory has been taken and cataloged, for all of our book and microfilm records from 1831 to present.

Committee members will remember from our discussions of the last three years, that the microfilm inventory of the Recorder's Office is in deteriorating condition and requires our immediate attention.

At today's meeting we are presenting a demonstration of the current condition of some of the plat and land monument records. The measurements on these documents, going back to 1831, are still used daily by surveyors and land professionals in our Recorder's office. These records are vital to the documentation and integrity of land sales and use in our county. The condition of the current records shows the following:

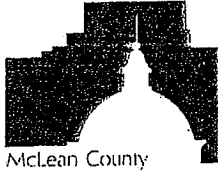
- Books with vital measurements are deteriorating.
- Microfilm of these books does not exist in some cases and in others is barely or not at all readable.

- Existing microfilm in our office has "Vinegar Syndrome," which will require the replacement of the entire microfilm inventory in our office, within a short time.
- Professional surveyor's time is being wasted as they attempt to get the information they need from the manual book system.

The following actions are required on our part:

- The entire inventory of books must be refilmed with new, silver based film. This has a projected life of 500 year, when stored properly, and will ensure the future of the land records in McLean County.
- The entire inventory of books must also be scanned to provide high quality digital images of the pages. This will eliminate the destructive daily use of the books, and provide images that are printable for the public users of our office records. Such scanning also has the ability to restore some of the measurement information which is currently not readable to the human eye on those older pages.

This vital records work in our office, as the land records office of McLean County, is funded by the 0137 Document Storage Fund.



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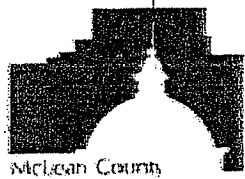
August 11, 2009,

To: Honorable Members of the Finance Committee

From: Lee Newcom, Recorder

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

A copy of July 2009's "Monthly Account Balances" and the report to the County Clerk is attached.



H. LEE NEWCOM
COUNTY RECORDER

115 East Washington Street, Room M-104 • PO Box 2400 • Bloomington, Illinois 61702-2400
Phone (309) 888-5170 • Fax (309) 888-5927
Email: recorder@mcleancountyil.gov • Website: www.mcleancountyil.gov/recorder

MONTHLY REPORT
OF
OFFICIAL RECEIPTS

TO THE COUNTY BOARD OF MCLEAN COUNTY

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

RECEIPTS:

Due IDOR-Rental Housing Program	\$	33,489.00
Copy Fees	\$	645.25
Recording Fees	\$	61,325.00
County Revenue Stamps	\$	31,676.50
Microfilm Sales	\$	-
Data Sales	\$	355.00
Recorder Receivable	\$	1,144.00
Rental Housing Support Program	\$	3,721.00
Document Storage	\$	11,862.00
GIS Document Storage	\$	3,954.00
Document Storage Receivable	\$	640.00
State Revenue Stamps	\$	63,353.00
GIS Fund	\$	19,770.00
GIS Receivable	\$	326.00
Unclassified Revenue	\$	-
Total Receipts	\$	232,260.75

Deposited with County Treasurer \$ 232,260.75

Balance on hand:

Cash	\$	-
Accounts Receivable	\$	1,169.00
Total	\$	1,169.00

#N/A January 1900

H. Lee Newcom
McLean County Recorder

FILED
McLEAN COUNTY, ILLINOIS

AUG 11 2009

COUNTY CLERK

Year-to-date Totals through July, 2009

Month-to-date Totals

Account #	Account Description	Cash/Check/ Change	Charge	Charges Paid	Other Pay Method	Total	Cash/Check/ Change	Charge	Charges Paid	Other Pay Method	Total
-0-0-201-070-034	Due Idor-Rental Hsg Prog	\$32,724.00	\$0.00	\$0.00	\$765.00	\$33,489.00	\$201,969.00	\$0.00	\$0.00	\$3,267.00	\$205,236.00
-6-8-410-008-034	Copy Fees	\$645.25	\$16.00	\$0.00	\$0.00	\$661.25	\$5,547.75	\$22.25	\$4.00	\$0.00	\$5,566.00
-6-8-410-029-035	Recording Fees	\$61,178.00	\$529.00	\$1,144.00	\$1,291.00	\$61,854.00	\$378,412.00	\$3,516.00	\$3,558.00	\$5,583.00	\$383,953.00
-6-8-410-032-036	County Revenue Stamps	\$31,676.50	\$0.00	\$0.00	\$0.00	\$31,676.50	\$153,710.00	\$0.00	\$0.00	\$0.00	\$153,710.00
-6-8-410-111-111	Payment On Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-6-8-410-128-100	Microfilm Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-6-8-410-132-100	Data Sales	\$355.00	\$0.00	\$0.00	\$0.00	\$355.00	\$1,810.00	\$0.00	\$0.00	\$0.00	\$1,810.00
-6-8-410-195-035	Rental Hsg Support Program	\$3,636.00	\$0.00	\$0.00	\$85.00	\$3,721.00	\$22,441.00	\$0.00	\$0.00	\$363.00	\$22,804.00
-8-4-102-222-222	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-8-4-102-222-222	Balance Brought Forward/Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-6-8-410-089-284	Document Storage	\$12,081.00	\$312.00	\$480.00	\$261.00	\$12,174.00	\$73,479.00	\$1,785.00	\$1,851.00	\$1,110.00	\$74,523.00
-6-8-410-181-100	Gis Document Storage	\$4,027.00	\$104.00	\$160.00	\$87.00	\$4,058.00	\$24,493.00	\$595.00	\$617.00	\$370.00	\$24,841.00
-0-0-126-001-903	State Revenue Stamps	\$63,353.00	\$0.00	\$0.00	\$0.00	\$63,353.00	\$307,420.00	\$0.00	\$0.00	\$0.00	\$307,420.00
-6-8-410-181-100	Gis Fund	\$19,661.00	\$208.00	\$326.00	\$435.00	\$19,978.00	\$120,614.00	\$1,208.00	\$1,255.00	\$1,850.00	\$122,417.00
-9-9-999-999-099	Refund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Total :		\$229,336.75	\$1,169.00	\$2,110.00	\$2,924.00	\$231,319.75	\$1,289,895.75	\$7,126.25	\$7,285.00	\$12,543.00	\$1,302,280.00



McLEAN COUNTY BOARD
 (309) 888-5110 . FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Matt Sorensen
 Chairman

September 2, 2009

The Honorable Pat Quinn
 Governor of the State of Illinois
 Room 207, State House
 Springfield, IL 62706

Dear Governor Quinn:

At the request of the McLean County Board's Finance Committee, I want to make you aware of a very serious situation facing McLean County, and most likely all other Illinois counties.

During the past two years, we have been forced to absorb a combination of legislated funding reductions, reduced revenue sharing due to economic downturns, and massive increases in state-created accounts receivable due to ever increasing delays in payments.

In our General Fund alone, here are some examples of funding cuts, tax sharing declines and payment delays:

Probation Reimbursement – Our Probation Salary costs exceed \$3.3 million dollars. At \$1.4 million for the last fiscal year, state reimbursement was far below where it is supposed to be, but we made up the difference with local funds and continued to provide these essential services. When we received notice that our funding was dropping by over \$600,000 to \$821,500, we will be forced to make spending reductions that could affect the safety of our community. In addition to the massive funding cuts, we have accumulated accounts receivable against the previous fiscal year appropriation totaling \$500,000—some of these bills date back to December of 2008.

Income Tax – The local share of State Income Tax revenue accounts for a significant portion of our General Fund Revenue. Our FY 2010 budget projections anticipate the County's share of State Income Tax revenue will be no more than what we received in FY 2007. Given all the other revenue reductions and unavoidable expenditure increases we are facing, this will undoubtedly result in painful service reductions and staffing cuts.

District #1 Stan Hosellon Don J. Cavallini	District #3 Diane R. Bostic George O. Wendt	District #5 William T. Caisley Sondra "Sonny" O'Connor	District #7 Belle Rackauskas John A. Buller	District #9 Cathy Ahari Erik Rankin
District #2 Mall Sorensen Jim Soeldner	District #4 Duane Moss Laurie Wollrab	District #6 George J. Gordon John McInlyre	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Honorable Governor Pat Quinn
September 2, 2009
Page Two

Various State Contracts – Many of our ongoing contractual relationships with state agencies have been tested by delays of up to a year or more in obtaining renewals, and the dollar amounts have remained constant since 2006. We are faced with either ending services or picking up the inevitable cost increases. For example, the amount of state funds we receive under our contract to provide Child Support Payment Services for custodial parents is less now than it was in 2001, and has not increased since 2003.

Another critical concern is the broad range of County Health Department programs and services. In this single department our accounts receivable from the state totaled over \$400,000 as of July 31, 2009. Although the age of these accounts is currently not as long as some of the amounts due the General Fund, any further delays in receiving these funds could result in critical service reductions to our most needy citizens.

Governor, we need your help. We have made the tough decisions necessary to live within our means, both as a local government and as responsible citizens. Due to a combination of harmful decisions and lack of decisions on the part of the state, our hard-earned financial stability is being put at risk. Our fund balances have been reduced significantly; our workforce has been painfully trimmed; we have raised fines and fees wherever possible. The statutes that create counties as creatures of the state, and make the state our biggest business partner are being applied on a selective basis—we are expected to follow all the rules and regulations and red tape, but the state continues to ignore its accompanying financial responsibilities to counties and cities. This has got to stop.

Please find a way to work constructively with the General Assembly to meet the needs of the citizens of McLean County and their colleagues across the entire state.

Sincerely,

Benjamin J. Owens
Chairman, Finance Committee
McLean County Board

pc: Sen. Bill Brady
Sen. Dan Rutherford
Rep. Dan Brady
Rep. Keith Sommer
Rep. Bill Mitchell
Rep. Shane Cultra



OFFICE OF THE ADMINISTRATOR

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

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

TO: Honorable Chairman Benjamin Owens and Members, Finance Committee

FROM: Bill Wasson, Assistant County Administrator

DATE: August 26, 2009

RE: Review of Personnel Policy relating to New Hires

In response to the request of the Finance Committee, the County Administrator's Office reviewed the County's current policy and practices relating to the recruitment of personnel and establishing salaries. Below are the relevant current provisions in the County's Personnel Code.

10.52-6 Establishing Salaries:Each Department Head is authorized to offer a starting rate above the minimum, if necessary to employ or promote a qualified candidate, subject to the following: (rev. 06-21-05)

1) Department Head Discretion- The Department Head may offer a starting rate up to a maximum of ten (10) steps above the minimum rate to a candidate for any position classification.

2) Impacted Positions List- New Hires for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to 1) above: (rev. 06-21-05)

a) Experience Credit- The employee may receive a maximum of an additional three (3) steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of twelve (12) steps.

b) Education Credit- A professional employee may receive a maximum of an additional eight (8) steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.

c) The County Administrator may approve a maximum of an additional ten (10) steps, if, in the County Administrator's judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3) Elected officials or Department Heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy...

The County Personnel Policy's stated goals include: "...the County's existing pay structure, on a classification-by-classification basis, is competitive with other comparable public and private sector organizations with comparable functions;" and "The County's current policies and procedures for administering the classification and salary plans are up to date with common practices."

We surveyed the new hire salary compensation policies of comparable Illinois counties, including Champaign, Peoria, Tazewell, Rock Island and Dekalb Counties. McLean County's current policy requires County Board approval for new hires the minimum for non-impacted positions at any rate above 5% of minimum. All of the Counties responding provided more departmental latitude than McLean County's policy. Other Counties' policies ranged from no restriction on Department Head discretion to a 5% starting range and the ability for the County Administrator's Office to approve rates up to the midpoint of the range, without County Board approval.

McLean County's current policies have been effective in attracting and retaining quality employees and maintaining consistency in employee compensation over the long term. I recommend the Finance Committee maintain the current policy of five percent (5%) maximum departmental discretion for non-impacted positions. Over the long term, this policy provides both the control and the flexibility needed to address changing circumstances and unforeseen events.

Under current employment market conditions, I recommend that the Finance Committee require that requests for authorization to offer a salary above the departmental maximum be accompanied by:

- 1) documentation that the hiring authority has used appropriate personnel resources to recruit for the position and encountered difficulty in attracting and/or retaining qualified employees under the standard provisions of the Personnel Policies, or
- 2) an explanation of any "emergency circumstances" which would cause the Department to request a starting salary above the departmental discretionary maximum.

Additionally, the County Administrator's Office compared the County's current position posting format with other counties surveyed. Approximately twenty-five percent (25%) of the counties surveyed post the entire salary range for non-bargaining unit positions and the remainder either post the recommended starting salary range or list positions as "salary dependent upon qualifications."

Historically, McLean County has posted the entire salary range for non-bargaining unit positions. This is done to attract candidates interested in long-term employment and with the acknowledgment that initial salaries may be lower than many competing employers within the McLean County employment market.

Recognizing that the current employment market favors the hiring entity in most circumstances, I recommend that the County revise its standard posting template for open positions to list only the minimum starting salary, and that we continue this approach until employment conditions warrant otherwise. While posting of the entire range can benefit a hiring entity in a strong employment market, this type of posting may not be necessary under current conditions.